



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
200 S. Main Street, Prosper, Texas
August 13, 2019
5:45 PM

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Presentation by the Director of Bethlehem Place. **(RB)**

AGENDA BRIEFING:

Questions About Items Listed on the Regular Meeting Agenda.

Discussion Items.

2. Prosper ISD Stadium Traffic Plan. **(DK)**

CONSENT AGENDA:

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

3. Consider and act upon the minutes from the July 23, 2019, Town Council Meeting. **(RB)**
4. Consider accepting the submission of the certified collection rate of 100 percent for FY 2019-2020. **(KN)**
5. Consider and act upon an ordinance establishing the 2019 certified appraisal roll. **(KN)**
6. Consider and act upon an ordinance amending Subsection B, "Informal Hearing Process," Subsection C, "Formal Hearing Process," and Subsection D, "Hearing Procedure for Formal Hearings," of Section 7.02 of Chapter 7 of the Town of Prosper Personnel Policies and Regulations Manual. **(KS)**
7. Consider and act upon authorizing the Town Manager to execute a Construction Reimbursement Agreement between Pogue Construction Co., LP, and the Town of Prosper, Texas, related to reimbursement for the construction of the West Section of the Lower Pressure Plane Water Line, Phase 1 project. **(HW)**
8. Consider and act upon an ordinance to rezone portions of Planned Development-43 (PD-43) and Planned Development-65 (PD-65) to Planned Development-97-Commercial (PD-97-C), on 17.1± acres, located on the north side of US 380, west of the Dallas Parkway. (Z18-0013). **(AG)**

9. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan. **(AG)**

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 Meeting Appearance Card" and present it to the Town Secretary prior to the meeting.

REGULAR AGENDA:

If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.

Items for Individual Consideration:

10. Submission of the FY 2019-2020 Proposed Budget and Budget Message by the Town Manager. **(KN)**
11. Consider accepting submission of the 2019 effective tax rate of \$0.494939 per \$100 taxable value and the rollback tax rate of \$0.530272 per \$100 taxable value. **(KN)**
12. Consider and act upon a proposed FY 2019-2020 property tax rate. **(KN)**
13. Consider and act upon scheduling Public Hearings on the FY 2019-2020 Proposed Budget. **(KN)**
14. Consider and act upon scheduling Public Hearings for the FY 2019-2020 proposed tax rate. **(KN)**
15. Discussion on the Downtown Monument Sign. **(DR)**
16. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line, Phase 2 project. **(PA)**
17. Consider and act upon awarding Bid No. 2019-59-B to Roadway Solutions, Inc., related to construction services for the Traffic Signal Installation at Coit Road and E. First Street project; and authorizing the Town Manager to execute a construction agreement for same. **(PA)**
18. Consider and act upon approving Change Order Number 08, to GRod Construction, LLC, related to construction services for the Downtown Enhancements project; and authorize the Town Manager to execute Change Order Number 08 for same. **(HW)**

Executive Session:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

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

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

- 19. Infrastructure Fee Waivers. **(HW)**
- 20. Discussion regarding the American Association of State Highway and Transportation Officials (AASHTO) Green Book, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). **(HW)**
- 21. Town Council Dashboard Demonstration. **(RB)**

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 200 S. Main Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, August 9, 2019, and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES
Prosper Town Council
Agenda Briefing, Regular Meeting, and
Budget Work Session
Council Chambers
Prosper Town Hall
Council Chambers
200 S. Main Street, Prosper, TX
Tuesday, July 23, 2019

AGENDA BRIEFING

1. Call to Order/Roll Call.

The meeting was called to order at 5:45 p.m.

Council Members Present:

Mayor Ray Smith
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Marcus E. Ray
Councilmember Jeff Hodges

Council Members Absent:

Mayor Pro-Tem Curry Vogelsang, Jr.
Councilmember Craig Andres
Councilmember Meigs Miller

Staff Members Present:

Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Chuck Springer, Executive Director of Administrative Services
Melissa Lee, Deputy Town Secretary
Kelly Neal, Finance Director
Hulon Webb, Engineering Services Director
John Webb, Development Services Director
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Bill Bonny, Fire Division Chief
Kala Smith, Human Resources Director
Leslie Scott, Library Director
Pete Anaya, Assistant Director of Engineering Services – Capital Projects
Dudley Raymond, Parks and Recreation Director
Paul Naughton, Landscape Architect

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

Pastor Kenny Thacker of Lighthouse Christian Fellowship led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. **Announcements of recent and upcoming events.**

Councilmember Ray read the following announcements:

The Town has installed 24-hour video cameras at three critical railroad intersections which will give Prosper emergency personnel, school transportation officials, and the general public the opportunity to plan their east-west routes to avoid delays. The cameras, installed at the railroad intersections of Frontier Parkway, First Street and Prosper Trail, send a wide-angle video image of the area to monitors at the Town's emergency dispatch center for use by emergency personnel, allowing them to provide first responders with an unobstructed route to their destination. Log onto the Fire Department's page on the Town website for more information.

July is Parks and Recreation Month, and the Prosper Parks and Recreation Department encourages residents to enjoy the variety of parks, trails, and recreation programs that the Town has to offer. Several summer youth camps and adult fitness programs are now open for registration. Visit www.prosperparksandrec.org for more information.

July is also Smart Irrigation Month, and the Town of Prosper's Water Education Program offers several ways to save money and conserve water during the hot summer months. More information is available on the Water Conservation page on the Town Website.

The Town Secretary's Office is accepting applications for the Town's various Boards and Commissions through Friday, August 2. Applications and information are available on the Town website, or by contacting the Town Secretary.

4. **Presentations.**

- **Presentation by the State of Texas Fire Marshal's Office regarding the Town of Prosper's ISO-1 rating. (SB)**

Hugh Gibson with the International Organization for Standardization (ISO) was joined by Jesse Williams, Deputy State Fire Marshal, to recognize the Town of Prosper achieving an ISO Class 1 rating. Former Fire Chief Ronnie Tucker and current members of the Prosper Fire Rescue staff were in attendance to receive the recognition.

AGENDA BRIEFING:

5. **Questions about items listed on the Regular Meeting agenda.**

This item was not discussed.

6. **Discussion Items.**

- **Discussion regarding Police Department staffing study. (DK)**

Town Manager Harlan Jefferson noted that tonight's presentations from the Police Department and Fire Department, as well as tonight's presentation by the Parks and Recreation Department on field utilization are a continuation of the budget preparation process.

Police Chief Kowalski continued the presentation by presenting the findings of a 2018 study conducted by the University of North Texas which resulted in a Five-Year Strategic Patrol and Investigations Staffing Plan. Chief Kowalski reviewed the findings of the plan, which calls for a total of 37 patrol officers by the end of FY 2022-2023 based on growth rate projections. He reviewed the current organization chart for the Police Department and proposed new positions for FY 2019-2020. Chief Kowalski responded to questions about the traffic officers. No further action was taken.

- **Discussion regarding planned staffing and future fire station strategies. (SB)**

Fire Chief Blasingame provided an overview of how Prosper Fire Rescue is using data to determine future staff and facility needs. He reviewed industry best practices, build-out rate, response times, station workload, and fire response performance measures which were utilized to determine staffing projections through FY 2023-2024. Chief Blasingame presented potential options for opening and staffing Fire Station 3.

7. 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.

- 7a. **Consider and act upon minutes from the following Town Council meetings. (RB)**
 - **Regular Meeting – July 9, 2019**
 - **Joint Meeting with the Prosper Economic Development Corporation Board of Directors – July 17, 2019**
- 7b. **Receive the May Financial Report (KN)**
- 7c. **Consider and act upon Ordinance No. 19-51 amending Ordinance No. 18-71 (FY 2018-2019 Budget). (KN)**
- 7d. **Consider and act upon approving the purchase of one fire pumper truck with a pre-pay discount option, from Siddons-Martin Emergency Group, through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute the proposal for the same.**
- 7e. **Consider and act upon Ordinance No. 19-52 amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (HW)**
- 7f. **Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the Denton County Fresh Water Supply District No. 10, and the Town of Prosper, Texas, related to the shared use of the Town's sanitary sewer metering station facilities. (HW)**

- 7g. Consider and act upon Ordinance No. 19-53 abandoning a segment of Harper Road right-of-way, located on the north side of Fishtrap Road, east of Teel Parkway. (AG)
- 7h. Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan. (AG)

Councilmember Hodges made a motion and Councilmember Ray seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 4-0.

8. 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 Meeting Appearance Card” and present it to the Town Secretary prior to the meeting.

Darrell Walker, 1020 Caribou Drive, Prosper, addressed the Council on the slow progress of road construction on Prosper Trail and the negative impact on adjacent neighborhoods.

Barbara Nugent, 961 Grassy Trail, Prosper, addressed the Council about the recent Star Trail 4th of July Parade. She thanked the Councilmembers who were in attendance and submitted a written letter of thanks for the record.

Lorne Blooval, 131 Chalkstone Drive, Prosper, spoke regarding traffic sight lines at an intersection on First Street.

REGULAR AGENDA:

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ITEMS FOR INDIVIDUAL CONSIDERATION:

- 9. Conduct a Public Hearing, and consider and act upon a request to rezone a portion of Planned Development-43 (PD-43) and a portion of Planned Development-65 (PD-65), to Planned Development-C (PD-C), to allow for an Automobile Sales, Service, and Leasing facility (Ford), on 17.1± acres, located on the north side of US 380, west of Mahard Parkway. (Z18-0013). (AG)

Development Service Director John Webb presented this item before the Town Council. The purpose of this rezoning request is to allow Ford to incorporate additional property into the dealership property, and in conjunction with the added land area, to increase the building area, increase the parking, and to reconfigure the open space along US 380.

Robert Sanders, Director of Development for Berkshire Hathaway Automotive, spoke on behalf of the applicant. He explained the need for additional property for inventory, and the details related to the landscape plan.

Chas Gilmore, the future dealership manager, spoke in favor of the item, noting the need for additional parking for inventory, and the larger building to accommodate the service department.

Mayor Smith opened the Public Hearing.

Clint Richardson, 10950 Research Road, Frisco, spoke in favor of the item as the adjacent landowner to the project.

With no one else speaking, Mayor Smith closed the Public Hearing.

The Council discussed the updated parking requirements, open space, berm height, and landscaping requirements compared to the original site plan.

Deputy Mayor Pro-Tem made a motion to approve Item 9. Mr. Webb requested the applicant clarify the location of the berms. Mr. Sanders returned to the podium to specify the location of the berms.

After further discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to approve the request as presented with the revised open space and landscaping plans along U.S. 380 with berms at least 36" in height, with any reduction in berm height necessitated by the slope to be approved by the Director of Development Services. The motion was approved by a vote of 4-0.

10. Consider and act upon awarding Bid No. 2019-59-B to Roadway Solutions, Inc. related to construction services for the Traffic Signal Installation at Coit Road and E. First Street Project; and authorizing the Town Manager to execute a construction agreement for the same. (PA)

Pete Anaya, Assistant Director of Engineering Services – Capital Projects, presented this item before the Town Council. The proposed contract will fund the construction of the traffic signal installation at Coit Road and First Street. The Council questioned the timing of this project related to other projects in the Capital Improvement Plan (CIP). Hulon Webb, Director of Engineering Services, explained that the project is warranted according to a traffic study, and Town Manager Harlan Jefferson responded with an explanation of how traffic signal projects have been prioritized in the CIP. The Council expressed concern with the contract amount, which is 30% more than the Engineer's Estimate. If approved, the project would be completed within approximately 180 days.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded this motion to table Item 10 to the August 13, 2019, Town Council meeting. The motion was approved by a vote of 4-0.

11. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the Hike and Bike Trail Master Plan. (DR)

Parks and Recreation Director Dudley Raymond introduced Paul Naughton, Landscape Architect, who presented this item before the Town Council. In the 2018-2019 Budget, Town Council approved funds for the development of a Hike and Bike Trail Master Plan. Base services shall include an inventory and analysis, public meetings and presentations, development of trail criteria and proposed corridors, and preparation of draft and final report document.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute a Professional Services Agreement between Half Associates, Inc., and the Town of Prosper, Texas, related to the Hike and Bike Trail Master Plan. The motion was approved by a vote of 4-0.

12. Discussion regarding the utilization of Town sports fields. (DR)

Parks and Recreation Director Dudley Raymond presented this item before the Town Council. Mr. Raymond reviewed how the recent population growth and the addition of new facilities has impacted the utilization of the Town’s sports fields for games and practices. The Town’s sports leagues’ participation rates increased an average of 15-20% in the last year, across all sports. The two synthetic multipurpose fields were used approximately 57% of the time, based on the total amount of use versus the total amount of time available. The three synthetic baseball/softball fields were used approximately 55% of the time, based on the total amount of use versus the total amount of time available. Mr. Raymond reviewed utilization percentages by each sports league, which ranged from 55-58%. Each season, Town staff will continue to bring to Council updated utilization numbers, as well as updated field need projections. Mr. Raymond noted that the PISD Stadium opening will alleviate some parking issues; however, the sports leagues have been advised to avoid scheduling games during Prosper football games. No further action was taken.

13. 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:

- 13a. Section 551.087 – To discuss and consider economic development incentives.**
- 13b. Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.**
- 13c. Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.**

The Town Council recessed into Executive Session at 8:10 p.m.

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

The Town Council reconvened the Regular Session at 9:55 p.m. No action was taken as a result of the Closed Session.

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

Regarding Citizen Comments, Town staff was directed to contact Mr. Walker regarding progress on the Prosper Trail project, and Mr. Blooval regarding the intersection at First Street.

Mr. Jefferson notified the Council that Coleman will be closed for the next three days as road work begins near Reynolds Middle School.

Mr. Jefferson also notified the Council that the Town will begin using the additional dumpster at the Public Works facility for any excess bulk trash items if the CWD container fills up before noon on the two days a month when the Town offers bulk trash drop-off.

16. Adjourn.

The meeting was adjourned at 9:58 p.m. on Tuesday, July 23, 2019.

These minutes approved on the 13th day of August 2019.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

FINANCE



To: Mayor and Town Council

From: Kelly Neal, CGFO, CPM, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider accepting the submission of the certified collection rate of 100 percent for FY 2019-2020.

Description of Agenda Item:

Section 26.04 of the Texas Property Tax Code requires that a “taxing unit’s collector shall certify an estimate of the collection rate for the current year to the governing body.” The purpose of this agenda item is to accept formally the certification of the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Funds for the 2019-2020 fiscal year.

The collection rate includes the current taxes, delinquent taxes, penalties, and interest. The table below displays a five-year history of the Town’s tax collection rates. The 2019 numbers are reported as of June 30, 2019.

Fiscal year ended Sept. 30	Percent of Current Levy Collected	Total Collections as a Percent of Tax Levy
2014	103.40%	106.43%
2015	101.44%	104.12%
2016	102.25%	104.06%
2017	103.72%	111.77%
2018	100.52%	101.01%
2019	101.20%	102.70%

Attached to this staff report is the Collin County Tax Collector’s certification letter for 2019. As in past years, the anticipated collection rate is 100%.

Attached Documents:

1. Letter of certification of anticipated collection rate for 2019.
2. June 2019 Collection Report.

Town Staff Recommendation:

Town staff recommends that the Town Council accept the submission of the certified collection rate of 100 percent for Fiscal Year 2019-2020.

Proposed Motion:

I move to accept the submission of the certified collection rate of 100 percent for FY 2019-20



Kenneth L. Maun
Tax Assessor-Collector
Collin County
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Email: kmaun@collincountytexas.gov

Item 4.

July 9, 2019

Ray Smith, Mayor
Town of Prosper
P.O. Box 307
Prosper, TX 75078

Dear Mayor Smith,

In accordance with Texas Property Tax Code, Section 26.04, I hereby certify that:

The anticipated collection rate for 2019 will be 100%.

There were no excess debt collections for 2018, as the anticipated collection rate for 2018 was 100%, and collections exceeded that amount.

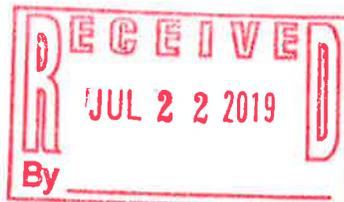
I, Kenneth L. Maun, Tax Assessor-Collector of Collin County, hereby certify that the above statements are true and correct to the best of my knowledge.

Sincerely,

Kenneth L. Maun
Tax Assessor-Collector

KLM:ket

cc: Harlan Jefferson



This letter is a required notice by Texas Property Tax Code, Section 26.04. No action or response is required.

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

July 10, 2019

**Mayor Ray Smith
Town of Prosper
P.O. Box 307
Prosper, Texas 75078**

Dear Mayor Smith,

**Enclosed is the Monthly Collection Report for:
The Town of Prosper tax collections for the month were:**

**June 2019
\$48,626.91**

Sincerely,


**Kenneth L. Maun
Tax Assessor Collector**

Attachment

cc: Betty Pamplin, Accounting Manager

KM:kb

Kenneth L Maun
 Tax Assessor/Collector
 Collin County
 P O Box 8046
 McKinney Tx 75070

Monthly Collection Status Report
 June 2019

Town of Prosper #05

	Collections Month of June	Cumulative Total 10/1/18 thru 6/28/19	% of Collections
Current Tax Year Collections			
Base M&O	31,365.30	\$14,464,813.69	100.90%
Base I&S	13,015.50	\$6,002,412.83	
Late Renditon Penalty	18.45	\$4,100.30	
P&I M&O	2,918.33	\$38,750.89	
P&I I&S	1,209.86	\$15,923.64	
P&I I&S Bond			
Attorney Fee	452.91	\$1,125.09	
Other	0.00	\$0.00	
Subtotal	\$48,980.35	\$20,527,126.44	101.20%
Delinquent TaxYears Collections			
Base M&O	-4.89	\$172,949.45	
Base I&S	9.95	\$78,175.04	
Late Rendition Penalty	2.28	\$15.89	
P&I M&O	62.51	\$30,355.36	
P&I I&S	29.62	\$14,279.18	
P&I I&S Bond			
Attorney Fee	65.91	\$9,376.76	
Other	0.00	0.00	
Subtotal	\$165.38	\$305,151.68	1.50%
Combined Current & Delinquent:			
Base M&O	\$31,360.41	\$14,637,763.14	
Base I&S	13,025.45	6,080,587.87	
Late Rendition Penalty	20.73	4,116.19	
P&I M&O	2,980.84	69,106.25	
P&I I&S	1,239.48	30,202.82	
P&I I&S Bond			
Attorney Fee	518.82	10,501.85	
Other	0.00	0.00	
	<u>\$49,145.73</u>	<u>\$20,832,278.12</u>	102.70%
			100.00%
Original 2018 Tax Levy		<u>\$20,284,353.85</u>	

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Kenneth L Maun Tax Assessor/Collector Collin County P O Box 8046 McKinney Tx 75070				
Cumulative Comparative Collection Status Report June 2019				
Town of Prosper #05				
	Collections thru June 2019		Collections thru June 2018	
		% Collections		% Collections
Current Tax Year Collections				
Base M&O + I&S	\$20,467,226.52	100.90%	\$17,092,489.11	99.56%
Late Renditon Penalty	4,100.30		1,915.82	
P&I M&O + I&S	54,674.53		37,810.80	
Attorney Fee	1,125.09		3,474.53	
Other	0.00		189.20	
Subtotal	<u>\$20,527,126.44</u>	101.20%	<u>\$17,135,879.46</u>	99.81%
Delinquent Tax Years Collections				
Base M&O + I&S	\$251,124.49		\$62,718.45	
Late Renditon Penalty	15.89		190.68	
P&I M&O + I&S	44,634.54		16,978.92	
Attorney Fee	9,376.76		3,785.19	
Other	0.00		0.00	
Subtotal	<u>\$305,151.68</u>	1.50%	<u>\$83,673.24</u>	0.49%
Combined Current & Delinquent:				
Base M&O + I&S	\$20,718,351.01		\$17,155,207.56	
P&I M&O + I&S	99,309.07		54,789.72	
Late Renditon Penalty	4,116.19		2,106.50	
Attorney Fee	10,501.85		7,259.72	
Other	0.00		189.20	
Total Collections	<u>\$20,832,278.12</u>	102.70%	<u>\$17,219,552.70</u>	100.30%
Adjusted 2017 Tax Levy			<u>\$17,168,257.81</u>	100.00%
Original 2018 Tax Levy	<u>\$20,284,353.85</u>	100.00%		

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Levy Outstanding Status Report
June 2019

Town of Prosper #05

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 5/31/19	\$237,417.75	\$229,444.77
Base M&O Collections	44,380.80	5.06
Supplement/Adjustments	-700.42	-167.82
Write-off	0.00	0.00
Remaining Levy as of 6/28/19	<u>\$192,336.53</u>	<u>\$229,271.89</u>
Cumulative (From 10/01/18 thru 6/28/19)		
Original 2017 Tax Levy (as of 10/01/18)	\$20,284,353.85	\$119,736.95
Base M&O + I&S Collections	20,467,226.52	251,124.49
Supplement/Adjustments	375,209.20	360,659.43
Write-off	0.00	0.00
Remaining Levy as of 6/28/19	<u>\$192,336.53</u>	<u>\$229,271.89</u>

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Monthly Distribution Report
June 2019

Town of Prosper #05

	Distribution Month of June	Distribution 10/1/18 thru 6/28/19
Weekly Remittances:		
Week Ending 6/7/19	\$17,788.53	\$2,008,787.17
Week Ending 6/14/19	\$14,062.55	\$6,077,405.22
Week Ending 6/21/19	\$5,400.99	\$4,762,298.13
Week Ending 6/28/19	\$11,373.81	\$3,030,034.70
	\$0.00	\$4,943,045.26
Total Weekly Remittances	<u>\$48,625.88</u>	<u>\$20,821,570.48</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$518.82	\$10,501.85
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$1.03	\$205.79
Total Disbursements	<u><u>\$49,145.73</u></u>	<u><u>\$20,832,278.12</u></u>
Carryover to Next Month	\$0.00	\$0.00

FINANCE



To: Mayor and Town Council

From: Kelly Neal, CGFO, CPM, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon an ordinance establishing the 2019 certified appraisal roll.

Description of Agenda Item:

Section 26.04 of the Texas Tax Code mandates that a taxing unit's assessor "shall submit the appraisal roll for the unit showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the governing body of the unit by August 1 or as soon thereafter as practicable."

The roll lists all the taxable property and values within the Town limits for 2019. The Town will also be required to approve the tax roll after the property tax rate is set.

There are four main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Collin Central Appraisal District (CCAD) set the value of the property within Prosper each year. Second, the Appraisal Review Boards (ARB's) settle any disagreements between the taxpayers and the appraisal districts about the value of property.

Third, by contract the Collin County Tax Collector's Office performs tax collection for the Town. The Office also calculates the effective tax rate and rollback tax rate required by state law.

Finally, the Town decides how much money it will need to provide services to the community. This determines the total amount of taxes that will need to be collected and the tax rate required to produce this amount.

The total freeze adjusted taxable value on the 2019 appraisal roll, including estimated values under protest, is \$4,209,067,499, which is 14.78% higher than last year. The total value before the freeze adjustment is \$4,411,400,248.

Once the tax rate is approved, the Town will be able to begin collecting its 2019 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the attached ordinance.

Attached Documents:

1. Proposed ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council approve the ordinance establishing the 2019 certified appraisal roll.

Proposed Motion:

I move to approve the ordinance establishing the 2019 certified appraisal roll.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, APPROVING THE 2019 APPRAISAL ROLL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Collin Central Appraisal District (CCAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Prosper, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and CCAD to calculate the tax rate and rollback tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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 determinations of the Town and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town Council hereby approves the certified total taxable (before freeze loss) value on the 2019 appraisal roll of the Town in the amount of \$4,411,400,248 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Boards of the DCAD and the CCAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 4

If any section, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 13TH DAY OF AUGUST, 2019.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



HUMAN RESOURCES

To: Mayor and Town Council

From: Kala Smith, Human Resources Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon an ordinance amending Subsection B, “Informal Hearing Process,” Subsection C, “Formal Hearing Process,” and Subsection D, “Hearing Procedure for Formal Hearings,” of Section 7.02 of Chapter 7 of the Town of Prosper Personnel Policies and Regulations Manual.

Description of Agenda Item:

In 2008, the Town Council adopted a Personnel Policies and Regulations Manual for Town employees and since that time, amendments have been presented to the Town Council for consideration and approval. Presently, the policies in Section 7.02 provide that upon receipt of the request for an informal or formal disciplinary review hearing, the Town Manager will assign a Hearing Officer. In order to maintain a fair process without placing undue burden on a single individual, staff recommends amending the policy so that the Town Manager may appoint a 3-person review panel instead of a sole hearing officer as part of the disciplinary review hearing process.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Proposed personnel policy, Chapter 7, Section 7.02
3. Existing personnel policy, Chapter 7, Section 7.02

Town Staff Recommendation:

Town Staff recommends the Town Council adopt an ordinance amending Subsection B, “Informal Hearing Process,” Subsection C, “Formal Hearing Process,” and Subsection D, “Hearing Procedure for Formal Hearings,” of Section 7.02 of Chapter 7 of the Town of Prosper Personnel Policies and Regulations Manual.

Proposed Motion:

I move to approve an ordinance amending Subsection B, “Informal Hearing Process,” Subsection C, “Formal Hearing Process,” and Subsection D, “Hearing Procedure for Formal Hearings,” of Section 7.02 of Chapter 7 of the Town of Prosper Personnel Policies and Regulations Manual.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBSECTION B, "INFORMAL HEARING PROCESS," SUBSECTION C, "FORMAL HEARING PROCESS," AND SUBSECTION D, "HEARING PROCEDURE FOR FORMAL HEARINGS," OF SECTION 7.02 OF CHAPTER 7 OF THE TOWN OF PROSPER PERSONNEL POLICIES AND REGULATIONS MANUAL RELATIVE TO ASSIGNING A THREE-PERSON DISCIPLINARY REVIEW PANEL FOR INFORMAL AND FORMAL DISCIPLINARY REVIEW HEARINGS; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), is required, pursuant to Section 4.06 of the Town Charter, as amended, to adopt personnel rules for the Town, after preparation of same by the Town Manager; and

WHEREAS, the Town Manager and Town staff studied and recommended the adoption of certain amendments to the current Town of Prosper Personnel Policies and Regulations Manual, as amended; and

WHEREAS, the proposed amendments referenced herein are in accordance with the aforementioned charter authority.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Subsection B, "Informal Hearing Process", Subsection C, "Formal Hearing Process", and Subsection D, "Hearing Procedure for Formal Hearings," of Section 7.02 of Chapter 7 of the Town of Prosper Personnel Policies and Regulations Manual is hereby amended to read as follows:

"B. Informal Hearing Process

1. An employee who has received discipline in excess of an oral warning, employee consultation, and/or verbal reprimand may request an informal hearing.
2. The employee must make the request for the informal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. By requesting an informal hearing, the employee shall waive a formal hearing.

4. Upon receipt of the request for an informal disciplinary review hearing, the Town Manager will assign a three-person disciplinary review panel ("panel"). The appointed panel will be disinterested parties.
5. The informal hearing will consist of the employee, the department director and/or the supervisor who imposed the disciplinary action, and the panel. The employee and the department director and/or the supervisor who imposed the disciplinary action will each have the opportunity to address the hearing with information concerning the appeal.
6. An informal hearing will be conducted within ten working days of the employee's request for an informal hearing, unless an extension is agreed upon by the parties.
7. Upon conclusion of the hearing, the panel will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manager will make a final determination within twenty working days of receipt of the panel's decision and recommendation. The Town Manager's decision is final and non-appealable.

C. Formal Hearing Process

1. An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request a formal hearing.
2. The employee must make the request for the formal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. Upon receipt of the request for a formal disciplinary review hearing, the Town Manager will assign a three-person disciplinary review panel. The appointed panel will be disinterested parties.
4. A formal hearing may include the presentation of evidence, witnesses, and justification of the action taken against the employee. The formal hearing will be heard by the panel according to guidelines outlined in Subsection D, below.
5. A formal hearing will be conducted within ten working days of the employee's request for a formal hearing, unless an extension is agreed upon by the parties.
6. Upon conclusion of the hearing, the panel will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manger will make a final recommendation within twenty working days of receipt of the panel's decision and recommendation. The Town Manager's decision is final and non-appealable.

D. Hearing Procedure for Formal Hearings

Any formal hearing shall proceed as follows: Town representative(s) shall be allowed to make a presentation of the Town's case, explaining and detailing the reasons for the disciplinary action imposed. Such presentation may include the production of witnesses and/or documentation supporting the disciplinary action imposed. After the Town's presentation, the employee shall be permitted to ask questions and/or cross examine witnesses. Thereafter, the affected employee

shall be permitted to make any statements or produce witnesses and/or documentation on the employee’s behalf. After the employee’s presentation, the Town representative shall be permitted to ask questions and/or cross-examine witnesses. Both sides shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to make a closing statement, if desired. At any time during the hearing, the panel may ask questions of the Town’s representative(s), the employee and any witnesses. The hearing presentation or procedure referenced herein may be modified and there is no absolute right to any hearing procedure or presentation. Further, the failure to follow any hearing presentation or procedure referenced herein does not create any additional appeal rights.”

SECTION 3

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF AUGUST, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

SECTION 7.02: DISCIPLINARY REVIEW HEARING

It is the policy of the Town of Prosper to give individual employees an opportunity for a hearing regarding disciplinary actions. Disciplinary review hearings are designed to be heard according to prescribed guidelines as set forth in the following procedures. The disciplinary review hearing process is designed to afford the employee a responsive forum; however, nothing in this policy shall be construed as a grant to any employee of a property right in tenured public employment. All employees are employed strictly on an at-will basis.

A. General Disciplinary Review Hearing Information

1. An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request an informal or formal disciplinary review hearing.
2. Since it is important that disciplinary review hearings be resolved as rapidly as possible, time limits, as set out in the following paragraphs, shall be considered a maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or a Town holiday, the time limit shall include the next working day.
3. All requests for disciplinary review hearings must be filed with the Human Resources Department. An employee shall choose whether he desires to pursue an informal or formal disciplinary review hearing process and shall indicate his or her choice on the form. All decisions rendered in response to disciplinary review hearings must be in writing to the employee.

4. An employee who requests a disciplinary review hearing must inform the Human Resources Department in writing of his correct mailing address and telephone number. Failure to provide current mailing address and telephone information may result in administrative closure of the disciplinary review hearing. Item 6.

B. Informal Hearing Process

1. An employee who has received discipline in excess of an oral warning, employee consultation, and/or verbal reprimand may request an informal hearing.
2. The employee must make the request for the informal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. By requesting an informal hearing, the employee waives a formal hearing.
4. Upon receipt of the request for an informal disciplinary review hearing, the Town Manager will assign a **three-person disciplinary review panel ("panel")**. The appointed **panel** will be disinterested parties.
5. The informal hearing will consist of the employee, the department director and/or the supervisor who imposed the disciplinary action, and the **panel**. The employee and the department director and/or the supervisor who imposed the disciplinary action will each have the opportunity to address the hearing with information concerning the appeal.
6. An informal hearing will be conducted within ten working days of the employee's request for an informal hearing, unless an extension is agreed upon by the parties.
7. Upon conclusion of the hearing, the **panel** will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manager will make a final determination within twenty working days of receipt of the **panel's** decision and recommendation. The Town Manager's decision is final and non-appealable.

C. Formal Hearing Process

1. An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request a formal hearing.
2. The employee must make the request for the formal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. Upon receipt of the request for a formal disciplinary review hearing, the Town Manager will assign a **three-person disciplinary review panel**. The appointed **panel** will be disinterested parties.
4. A formal hearing may include the presentation of evidence, witnesses, and justification of the action taken against the employee. The formal hearing will be heard by the **panel** according to guidelines outlined in Subsection **D**, below.

5. A formal hearing will be conducted within a reasonable time period after the employee request for a formal hearing. Item 6.
6. Upon conclusion of the hearing, the panel will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manger will make a final recommendation within twenty working days of receipt of the panel's decision and recommendation. The Town Manager's decision is final and non-appealable.

D. Hearing Procedure for Formal Hearings

Any formal hearing shall proceed as follows: Town representative(s) shall be allowed to make a presentation of the Town's case, explaining and detailing the reasons for the disciplinary action imposed. Such presentation may include the production of witnesses and/or documentation supporting the disciplinary action imposed. After the Town's presentation, the employee shall be permitted to ask questions and/or cross examine witnesses. Thereafter, the affected employee shall be permitted to make any statements or produce witnesses and/or documentation on the employee's behalf. After the employee's presentation, the Town representative shall be permitted to ask questions and/or cross-examine witnesses. Both sides shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to make a closing statement, if desired. At any time during the hearing, the panel may ask questions of the Town's representative(s), the employee and any witnesses. The hearing presentation or procedure referenced herein may be modified and there is no absolute right to any hearing procedure or presentation. Further, the failure to follow any hearing presentation or procedure referenced herein does not create any additional appeal rights.

SECTION 7.02: DISCIPLINARY REVIEW HEARING

It is the policy of the Town of Prosper to give individual employees an opportunity for a hearing regarding disciplinary actions. Disciplinary review hearings are designed to be heard according to prescribed guidelines as set forth in the following procedures. The disciplinary review hearing process is designed to afford the employee a responsive forum; however, nothing in this policy shall be construed as a grant to any employee of a property right in tenured public employment. All employees are employed strictly on an at-will basis.

A. General Disciplinary Review Hearing Information

1. An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request an informal or formal disciplinary review hearing.
2. Since it is important that disciplinary review hearings be resolved as rapidly as possible, time limits, as set out in the following paragraphs, shall be considered a maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or a Town holiday, the time limit shall include the next working day.
3. All requests for disciplinary review hearings must be filed with the Human Resources Department. An employee shall choose whether he desires to pursue an informal or formal disciplinary review hearing process and shall indicate his or her choice on the form. All decisions rendered in response to disciplinary review hearings must be in writing to the employee.

4. An employee who requests a disciplinary review hearing must inform the Human Resources Department in writing of his correct mailing address and telephone number. Failure to provide current mailing address and telephone information may result in administrative closure of the disciplinary review hearing. Item 6.

B. Informal Hearing Process

1. An employee who has received discipline in excess of an oral warning, employee consultation, and/or verbal reprimand may request an informal hearing.
2. The employee must make the request for the informal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. By requesting an informal hearing, the employee shall waive a formal hearing.
4. Upon receipt of the request for an informal disciplinary review hearing, the Town Manager will assign a Hearing Officer. The appointed Hearing Officer will be a disinterested party.
5. The informal hearing will consist of the employee, the department director and/or the supervisor who imposed the disciplinary action, the Hearing Officer. The employee and the department director and/or the supervisor who imposed the disciplinary action will each have the opportunity to address the hearing with information concerning the appeal.
6. An informal hearing will be conducted within ten working days of the employee's request for an informal hearing, unless an extension is agreed upon by the parties.
7. Upon conclusion of the hearing, the Hearing Officer will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manager will make a final determination within twenty working days of receipt of the Hearing Officer's decision and recommendation. The Town Manager's decision is final and non-appealable.

C. Formal Hearing Process

1. An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request a formal hearing.
2. The employee must make the request for the formal hearing in writing within three working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
3. Upon receipt of the request for a formal disciplinary review hearing, the Town Manager will assign a Hearing Officer. The appointed Hearing Officer will be a disinterested party.
4. A formal hearing may include the presentation of evidence, witnesses, and justification of the action taken against the employee. The formal hearing will be heard by a Hearing Officer according to guidelines outlined in Subsection IV, below.

5. A formal hearing will be conducted within ten working days of the employee's request for a formal hearing, unless an extension is agreed upon by the parties. Item 6.
6. Upon conclusion of the hearing, the Hearing Officer will make a decision and recommendation to the Town Manager within five working days from the date of the hearing. The Town Manager will make a final recommendation within twenty working days of receipt of the Hearing Officer's decision and recommendation. The Town Manager's decision is final and non-appealable.

D. Hearing Procedure for Formal Hearings

Any formal hearing shall proceed as follows: Town representative(s) shall be allowed to make a presentation of the Town's case, explaining and detailing the reasons for the disciplinary action imposed. Such presentation may include the production of witnesses and/or documentation supporting the disciplinary action imposed. After the Town's presentation, the employee shall be permitted to ask questions and/or cross examine witnesses. Thereafter, the affected employee shall be permitted to make any statements or produce witnesses and/or documentation on the employee's behalf. After the employee's presentation, the Town representative shall be permitted to ask questions and/or cross-examine witnesses. Both sides shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to make a closing statement, if desired. At any time during the hearing, the Hearing Officer may ask questions of the Town's representative(s), the employee and any witnesses. The hearing presentation or procedure referenced herein may be modified and there is no absolute right to any hearing procedure or presentation. Further, the failure to follow any hearing presentation or procedure referenced herein does not create any additional appeal rights.

**ENGINEERING
SERVICES**

To: Mayor and Town Council
From: Hulon T. Webb, Jr, P.E., Director of Engineering Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Reimbursement Agreement between Pogue Construction Co., LP, and the Town of Prosper, Texas, related to reimbursement for the construction of the West Section of the Lower Pressure Plane Water Line, Phase 1 project.

Description of Agenda Item:

In 2017, the Town began the design of the Lower Pressure Plane Water Line, Phase 1 project that includes the extension of a water supply line from the existing 20" water line on Fishtrap Road, at the Parks at Legacy development, to Coit Road. This consists of 15,300 feet of 42" water line from Coit Road to Dallas Parkway, (utilizing the 42" water line constructed by Blue Star under Lovers Lane), a transfer valve at the intersection of the BNSF Railroad and the future alignment of Lovers Lane, and 10,500 feet of 20" and 24" water lines from Dallas Parkway to the existing 20" water line on Fishtrap Road. This water supply line will provide increased capacity to serve the growth in the Lower Pressure Plane, completes a looped water line connection to the existing water system for better redundancy, and will deliver water to the Fishtrap Elevated Storage Tank that is currently under construction.

Near the end of the Town's design of the Lower Pressure Plane Water Line, the Prosper Independent School District (PISD) was beginning the construction of Stuber Elementary on Fishtrap Road. The Town's design plans for the West Section of the Lower Pressure Plane Water Line includes the extension of the water line along the frontage of the Stuber Elementary property and west to the existing 20" water line at the Parks at Legacy development. With the construction of Stuber Elementary, the PISD extended the 20" water line along Fishtrap Road from the terminus of the existing water line at the Parks at Legacy development, to the northwest edge of Stuber Elementary to provide water service to the school. While the Town does require developments to extend paving and utilities through their development to serve adjacent

properties, Town staff did not require PISD to extend the water line across the frontage of the school property since the Town already had plans to construct this section of water line.

With roughly 4.8 miles of water line in the Lower Pressure Plane Water Line, Phase 1 project, the timing of the acquisition of all the required water easements to construct the entire water line as one single large project was not achievable. As the construction of Stuber Elementary progressed, and the Town was finalizing the acquisition of all the required water easements, it became apparent that the construction of the water line along the frontage of the school property needed to be done prior to the PISD constructing improvements on that portion of the school property. The Town encountered a similar instance with the Gates of Prosper development when they wanted to begin the construction of Phase 2 of their development and needed the Town to install a portion of the Lower Pressure Plane Water Line prior to them constructing the paving and drainage improvements for Lovers Lane west of Preston Road. Town staff responded, separated the plans for the project, and Town Council awarded the construction of the water line from Preston Road to the BNSF Railroad as the Lower Pressure Plane Water Line, Phase 1A project on August 14, 2018, in the amount of \$1,720,684.19. This project was recently completed. While the design of the West Section of the Lower Pressure Plane Water Line was complete and could have been put out for bids similar to the Lower Pressure Plane Water Line, Phase 1A project, another option was to have the PISD's contractor install the minimal 400-foot section of 20" water line. The option to have the PISD's contractor install the water line provided for timely completion and minimal disruption to the construction of other improvements on the school property.

The purpose of the Construction Reimbursement Agreement is to outline the obligations of the Town of Prosper and Pogue Construction Co., LP, related to the design, construction, and reimbursement for the construction of the West Section of the Lower Pressure Plane Water Line.

The remaining sections of the Lower Pressure Plane Water Line, Phase 1 project became known as Phase 1B and the Town Council awarded the construction of that project on May 14, 2019, in the amount of \$8,588,580.00.

Budget Impact:

The total cost for the construction of the 400 feet of 20" water line is \$38,148.60. Funding for the construction of the Lower Pressure Plane Water Line, Phase 1 project was budgeted in the FY 2018-2019 CIP Budget. The project will be funded from Account Number 760-6610-10-00-1716-WA.

Legal Obligations and Review:

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

Attached Documents:

1. Construction Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Construction Reimbursement Agreement between Pogue Construction Co., LP, and the Town of Prosper, Texas, related to reimbursement for the construction of the West Section of the Lower Pressure Plane Water Line, Phase 1 project.

Proposed Motion:

I move to authorize the Town Manager to execute a Construction Reimbursement Agreement between Pogue Construction Co., LP, and the Town of Prosper, Texas, related to reimbursement for the construction of the West Section of the Lower Pressure Plane Water Line, Phase 1 project.

CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2019, by and between Pogue Construction Co., LP (“Pogue”), and the Town of Prosper, Texas (“Town”) (collectively, “the Parties”) relative to the reimbursement of construction costs incurred by Pogue for the construction of the West Section of the Lower Pressure Plane Water Line, Phase 1 project, a twenty-inch (20”) water line along Fishtrap Road in the Town.

WITNESSETH:

WHEREAS, the Town designed a twenty-inch (20”) water line as part of the Lower Pressure Plane Water Line, Phase 1, in the western part of the Town, and said Lower Pressure Plane Water Line was to be constructed by the Town; and

WHEREAS, the Prosper Independent School District (“PISD”) began the construction of Stuber Elementary School on Fishtrap Road and as part of the school construction project, PISD’s contractor, Pogue, installed the West Section of the Lower Pressure Plane Water Line generally adjacent to the Stuber Elementary School property, as more specifically reflected in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, the Town obtained pricing for other sections of the Lower Pressure Plane Water Line from PISD’s subcontractor and Pogue has agreed to construct the West Section of the Lower Pressure Plane Water Line for similar and generally related costs as obtained by PISD for those other sections of the Lower Pressure Plane Water Line, and in conjunction with the construction of Stuber Elementary School; and

WHEREAS, the Town and Pogue both agree and acknowledge that the costs incurred for the construction of the West Section of the Lower Pressure Plane Water Line are in general and similar conformity with the costs as reflected herein for the aforementioned other sections of said Lower Pressure Plane Water Line and in conformity with applicable bidding requirements; and

WHEREAS, it is the purpose of this Agreement to address the reimbursement by the Town to Pogue for the construction costs Pogue incurred in constructing the West Section of the Lower Pressure Plane Water Line, and to address related issues relative to the construction of said West Section.

NOW, THEREFORE, for and in consideration of the premises set forth above, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Findings.** All of the above recitals are hereby found to be true and correct legislative and factual findings of the Town, and they are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

2. **Reimbursement Amount.** The Town hereby agrees to reimburse Pogue the amount of **THIRTY-EIGHT THOUSAND ONE HUNDRED FORTY-EIGHT AND 60/100 DOLLARS (\$38,148.60)** in satisfaction of all costs Pogue incurred in the construction of the West Section of the Lower Pressure Plane Water Line.

3. **POGUE'S INDEMNIFICATION OF THE TOWN.** TO THE FULLEST EXTENT ALLOWED BY LAW, POGUE DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY THE WRONGFUL INTENTIONAL ACT, ERROR, OMISSION, OR NEGLIGENT ACT OF POGUE, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUB-SUBCONTRACTORS, INVITEES OR ANY OTHER PERSONS, ARISING OUT OF OR IN CONNECTION WITH THE CONSTRUCTION OF THE WEST SECTION OF THE LOWER PRESSURE PLANE WATER LINE.

4. **Maintenance Bond.** Upon the Town's payment to Pogue of the amount referenced in Paragraph 2, above, Pogue shall procure and pay for a maintenance bond applicable to the construction project referenced herein in the amount of one hundred percent (100%) of the total price referenced in Paragraph 2, above. The period of the maintenance bond shall be two (2) years from the date of payment by the Town, shall be issued by a corporate surety acceptable and approved by the Town, authorized to do business in the State of Texas, and shall be of a form acceptable to the Town.

5. **Pogue's Representations.** Pogue represents and warrants to the Town that it has all necessary power and authority to enter into this Agreement and to carry out its obligations under this Agreement, and that this Agreement has been duly authorized by all necessary action of Pogue.

6. **Town's Representations.** The Town represents and warrants to Pogue that it has all necessary power and authority to enter into this Agreement and to carry out its obligations under this Agreement, and that this Agreement has been duly authorized by all necessary action, findings and proceedings of Town.

7. **Successors and Assigns.** Neither Party may assign or transfer this Agreement or any interest herein without the prior written consent of the other. Subject to the foregoing, this Agreement will extend to, be obligatory upon and inure to the benefit

of the respective heirs, devisees, legal representatives, successors, assigns and beneficiaries of the parties hereto.

8. **Invalidity.** If any term, provision or condition of this Agreement is found to be or is rendered invalid or unenforceable, it will not affect the remaining terms, provisions and conditions of this Agreement, and each and every other term, provision and condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

9. **Governing Law and Venue.** This Agreement will, in all respects, be governed, construed, applied and enforced in accordance with the laws of Texas. Venue for any cause of action related to this Agreement shall lie exclusively in Collin County, Texas.

10. **No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

11. **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to reimbursement for the subject matter herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

12. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one document.

13. **Construction.** The Parties acknowledge that the Parties and their respective counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date first above written.

[Remainder of Page Intentionally Left Blank]

TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

POGUE CONSTRUCTION CO., LP,
a Texas Limited Partnership, acting by and
through Ben Pogue, LC, a Texas Limited
Liability Company, General Partner.

By: 
Ben Pogue, President/Chief Executive
Officer of Ben Pogue, LC, a Texas
Limited Liability Company

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 9th day of July, 2019, by Ben Pogue, President/Chief Executive Officer of Ben Pogue, LC, a Texas Limited Liability Company, on behalf of Pogue Construction Co., LP.


Notary Public, State of Texas

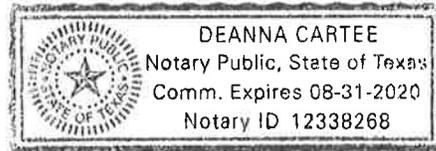
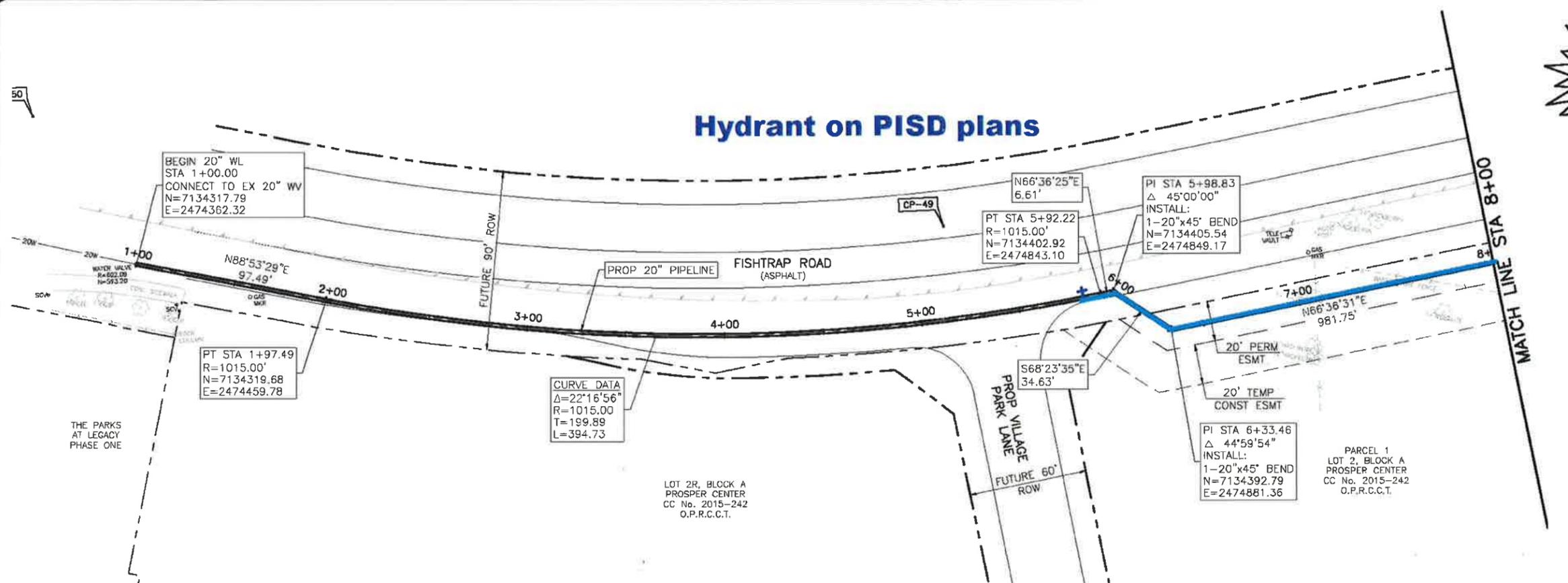


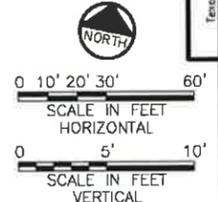
EXHIBIT A

(Depiction of West Section of Lower Pressure Plane Water Line}

Hydrant on PISD plans



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

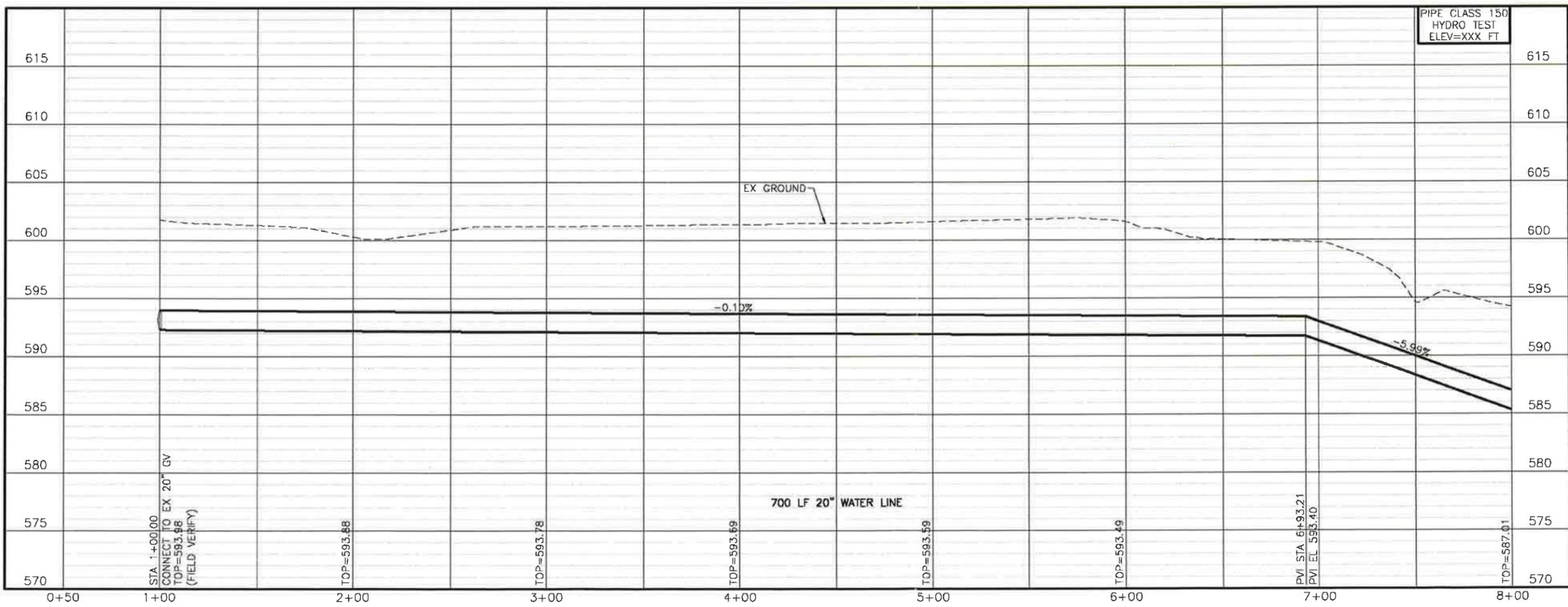


NOTES:
1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PROJECTS. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

FRESSE NICHOLS
5805 MAIN STREET, SUITE B
PRISCO, TX 75034
PHONE: (972)624-9201
FAX: (972)624-9202
WEB: www.fresse.com

TOWN OF PROSPER, TEXAS
LOWER PRESSURE PLANE WATER LINE
PIPELINE
PLAN AND PROFILE - WEST SECTION
STA 1+00 TO STA 8+00



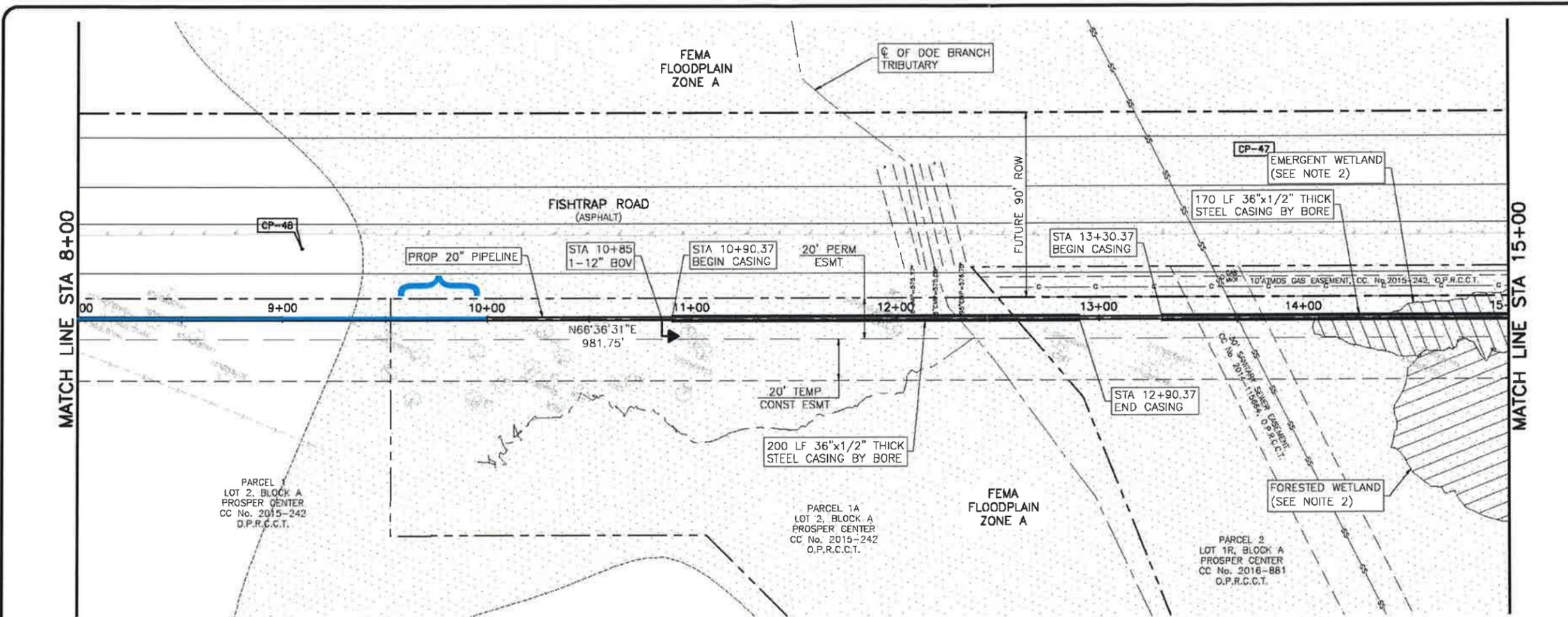
NO.	ISSUE	BY	DATE	JOB NO.	FILE NAME
1	DESIGNED			PRP17368	CV-PPL-PP-WTRL(1).dwg
2	DRAWN				
3	CHECKED				
4	REVISION				

SHEET **PI-1**
SEQ. **42**

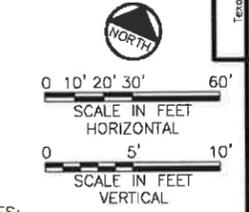
95% SUBMITTAL

ACAD File: 21.0x (LMS Tech)
Filename: N:\WTU\Drawings\CV-PPL-PP-WTRL(1).dwg
Last Saved: 5/22/2018 10:25 AM Saved By: 04249

ACAD Plot: 21.0s (LMS Tech)
 Filename: N:\WTU\Drawings\CV-PPL-PP-WTR(1).dwg
 Last Saved: 5/22/2018 10:25 AM Saved By: 04249



CAUTION!!!
 EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

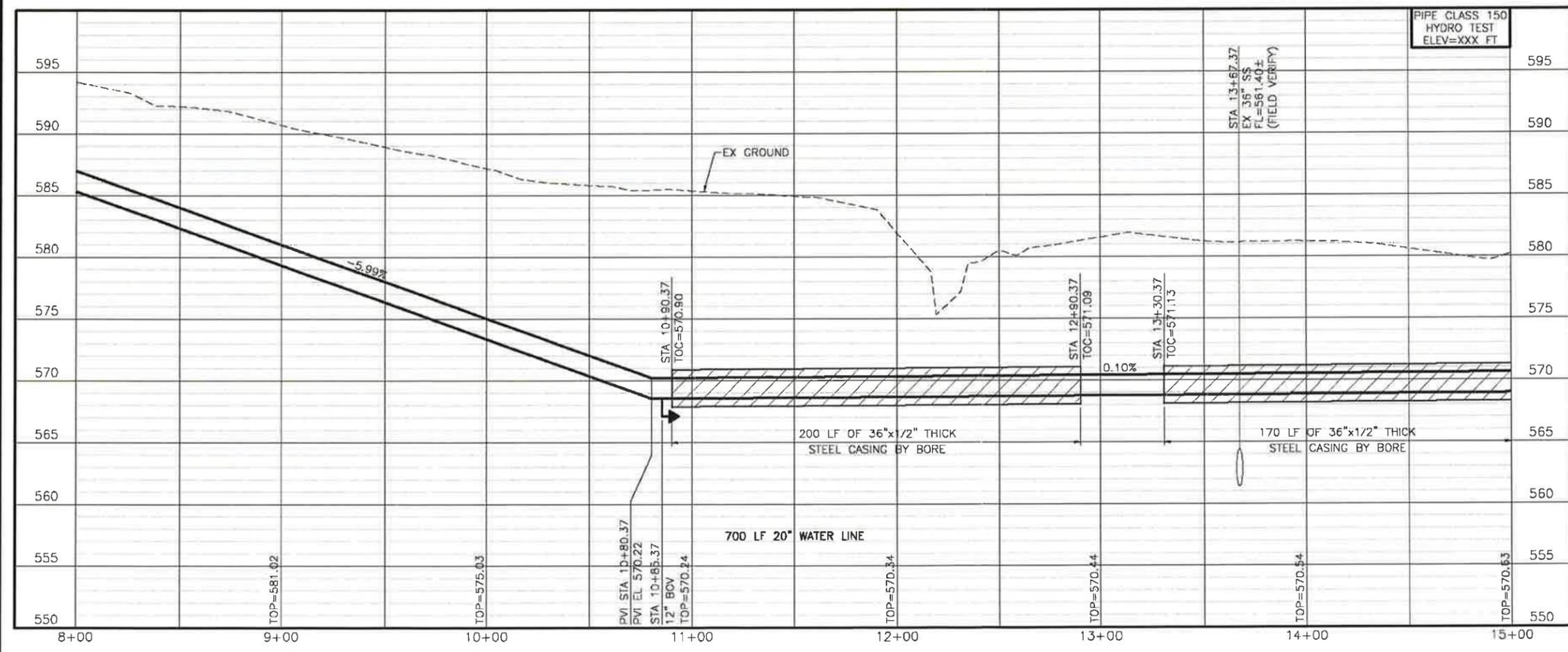


NOTES:
 1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.

NOT FOR CONSTRUCTION
 THIS DRAWING IS THE PROPERTY OF FREASE NICHOLS & ASSOCIATES, INC. AUTHORITY OF CLAYTON C. BARR, TEXAS REG. NO. 10896. ONE COPY TO BE KEPT ON SITE. NO REPRODUCTIONS OR PERMIT SUBMISSIONS WITHOUT WRITTEN PERMISSION.

FREASE NICHOLS
 5405 MAIN STREET, SUITE B
 FRISSCO, TX 75034
 PHONE - (972)624-9201
 FAX - (972)624-9202
 WEB - www.frease.com

TOWN OF PROSPER, TEXAS
LOWER PRESSURE PLANE WATER LINE
 PIPELINE
PLAN AND PROFILE - WEST SECTION
STA 8+00 TO STA 15+00



JOB NO	PRF17368
DATE	JUNE 2018
DESIGNED	CBG
DRAWN	RGW
CHECKED	CBG
FILE NAME	CV-PPL-PP-WTR(1).dwg

Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon an ordinance to rezone portions of Planned Development-43 (PD-43) and Planned Development-65 (PD-65) to Planned Development-97-Commercial (PD-97-C), on 17.1± acres, located on the north side of US 380, west of the Dallas Parkway. (Z18-0013).

Description of Agenda Item:

On July 23, 2019, the Town Council approved the proposed PD-97 rezoning request by a vote of 4-0; subject to the following condition of approval:

1. That berms, a minimum of 36 inches in height, be provided in the four (4) designated locations with any reduction in berm height necessitated by slope restrictions to be approved by the Director of Development Services.

Since the meeting the applicant has revised the request to include Council's condition of approval and an ordinance has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Planned Development Exhibits

Town Staff Recommendation:

Town staff recommends the Town Council approve the ordinance to rezone portions of Planned Development-43 (PD-43) and Planned Development-65 (PD-65) to Planned Development-97-Commercial (PD-97-C), on 17.1± acres, located on the north side of US 380, west of the Dallas Parkway.

Proposed Motion:

I move to approve an ordinance to rezone portions of Planned Development-43 (PD-43) and Planned Development-65 (PD-65) to Planned Development-97-Commercial (PD-97-C), on 17.1± acres, located on the north side of US 380, west of the Dallas Parkway.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE NO. 05-20, ORDINANCE NO. 08-099, AND ORDINANCE NO. 14-23, BY REZONING A TRACT OF LAND CONSISTING OF 17.08 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY, ABSTRACT NO. 147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-43 (PD-43) AND PLANNED DEVELOPMENT-65 (PD-65) IS HEREBY AMENDED IN ITS ENTIRETY AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-97-COMMERCIAL (PD-97-C); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has investigated and determined that the Town's Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper"), has received a request (Case Z18-0013) from BHA Real Estate Holding, LLC. And Prosper Villages at Legacy, LLC. ("Applicants"), to rezone 17.08 acres of land, more or less, situated in the Collin County School Land No. 12 Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendments to Zoning Ordinance No. 05-20, Ordinance No. 08-099, and Ordinance No. 14-23. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20, Ordinance No. 08-099, and Ordinance No. 14-23 are amended as follows: The zoning designation of the below-described property containing 17.08 acres of land, more or less, situated in the Collin County School Land No. 12 Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas;

(the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby amended in its entirety and rezoned as Planned Development-97-Commercial (PD-97-C). The property as a whole is more particularly described in Exhibit A and attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; and 5) the Elevations, attached hereto as Exhibit F; and 6), the Landscape Plans, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

1. That berms, a minimum of 36 inches in height, be provided in the four (4) designated locations with any reduction in berm height necessitated by slope restrictions to be approved by the Director of Development Services.

Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

Three original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this

Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications, as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF AUGUST, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

FLOOD INFORMATION
 FLOOD ZONE "X" (MINIMAL FLOOD HAZARD)
 PER FEMA MAP NO. 48085C0230J
 EFFECTIVE DATE: JUNE 2, 2009

- LEGEND
- PROPERTY LINE
 - - - ADJOINER PROPERTY LINE
 - - - EASEMENT LINE
 - == STORM DRAINAGE PIPE
 - ss SANITARY SEWER LINE
 - wtr WATER LINE
 - gas GAS LINE
 - ohe OVERHEAD ELECTRIC
 - METAL FENCE
 - ⊕ DRAINAGE MANHOLE
 - ⊙ SANITARY SEWER MANHOLE
 - UTILITY POLE
 - UNDERGROUND UTILITY BOX
 - IRON PIN-REBAR FOUND
 - IRON PIN SET-5/8" REBAR

LOCATION MAP
 SCALE: 1"=2,000'

NOTES:

1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE AS ESTABLISHED BY STATIC GPS OBSERVATION AND OPUS SOLUTION.
2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY STATIC GPS OBSERVATION AND OPUS SOLUTION.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.
4. THE AREA WAS DETERMINED BY DMD METHOD.
5. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
6. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ONE CALL TICKET #1777811966, FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
7. THE PROPERTY APPEARS TO BE IN FEMA ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), PER MAP #48085C0230J; EFFECTIVE JUNE 2, 2009.
8. ZONING PROVIDED BY THE CITY OF PROSPER TO BE USED FOR INFORMATIONAL PURPOSES ONLY.
9. TOTAL AREA = 611,819 S.F. = 14.046± ACRES
10. NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, STREET OR SIDEWALK CONSTRUCTION WAS OBSERVED ON SITE.
11. THE SITE DOES NOT APPEAR TO HAVE BEEN USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
12. NO VISIBLE FLAGGING EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

LEGAL DESCRIPTION: COMBINED TRACTS

BEING A 17.08 ACRE TRACT OF LAND OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT 147, AS SITUATED IN COLLIN COUNTY, TEXAS, SAID 17.08 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING AT A FOUND IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 380 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING TX NORTH CENTRAL GRID COORDINATES OF N 7,130,653.98, E 2,477,795.76; THENCE ALONG SAID RIGHT-OF-WAY S89°56'31"W A DISTANCE OF 622.11 FEET TO A FOUND IRON PIN, THENCE ALONG THE COMMON LINES OF LEGACY HWY 380, LP, AND PROSPER VILLAGES AT LEGACY, LLC, N00°03'29"W A DISTANCE OF 737.81 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE S89°57'19"W A DISTANCE OF 149.40 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE N00°2'42"W A DISTANCE OF 217.60 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE N71°21'39"E A DISTANCE OF 369.27 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE N26°21'39"E A DISTANCE OF 116.44 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE S89°40'36"E A DISTANCE OF 379.81 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE S0°26'44"W A DISTANCE OF 200.00 FEET TO A FOUND 5/8 INCH IRON ROD, THENCE ALONG THE COMMON LINE OF GWOOD, LLC, S00°26'00"W A DISTANCE OF 974.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.08 ACRES MORE OR LESS.

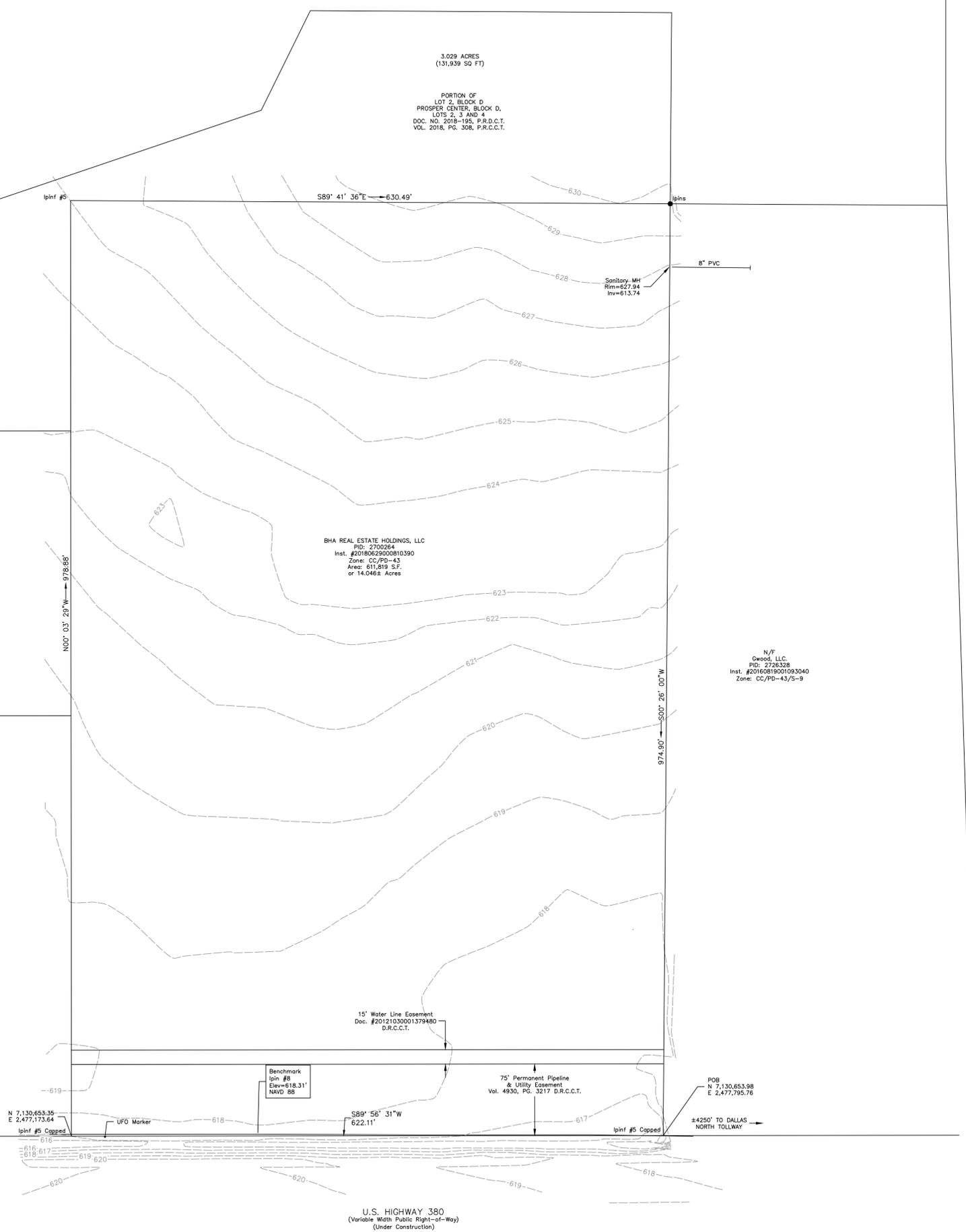


N/F
 Prosper Villages at Legacy, LLC.
 PID: 2748416
 Inst. #20170921001266350
 Zone: SF/PD-65/S-19

BHA REAL ESTATE HOLDINGS, LLC
 PID: 2700264
 Inst. #2018062900810390
 Zone: CC/PD-43
 Area: 611,819 S.F.
 or 14.046± Acres

N/F
 Gwood, LLC.
 PID: 2728328
 Inst. #20160919001093040
 Zone: CC/PD-43/S-9

N/F
 Legacy Hwy 380, LP.
 PID: 2703700
 Inst. #20140404000325110
 Zone: C/PD-65



PROSPER FORD		
EXHIBIT A		
CASE #Z18-0013		
OWNER		
BHA REAL ESTATE HOLDINGS LLC 8333 ROYAL RIDGE PARKWAY, SUITE 100 IRVING, TX 75063 (972)-536-2926		
CONTACT: ROBERT SANDERS		
APPLICANT		
BHA REAL ESTATE HOLDINGS LLC 8333 ROYAL RIDGE PARKWAY, SUITE 100 IRVING, TX 75063 (972)-536-2926		
CONTACT: ROBERT SANDERS		
SURVEYOR		
ANTELOPE SURVEYING 4903 SOUTH FOX STREET ENGLEWOOD, CO 80110 (864)-451-0176		
CONTACT: NICK MANSFIELD		
CITY:	STATE:	
TOWN OF PROSPER	TEXAS	
COUNTY:	SURVEY:	ABSTRACT NO.:
COLLIN	COLLIN COUNTY SCHOOL LAND SURVEY	147

WILLIAM C. STAMPADOS, RPLS #5393
 Antelope Surveying, Firm Reg. # 10070700
 4903 South Fox Street
 Englewood, CO 80110
 Project Contact: Nick Mansfield
 (864) 451-0176
 nick@survey-matters.com

REVISIONS

EXHIBIT A
 PREPARED FOR:
 BERKSHIRE HATHAWAY AUTOMOTIVE
 PROPERTY OF:
 BHA REAL ESTATE HOLDINGS, LLC
 U.S. HIGHWAY 380
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

DRAWN	CHECKED
NMR	NLM
SCALE: 1" = 50'	
0 25' 50'	
DATE OF SURVEY: FEB. 20, 2018	
DATE OF EXHIBIT: JUNE 6, 2019	
PROJECT NO.: 17-112	
1 of 1	
SHEET NO.	

Z18-0013**EXHIBIT A
LEGAL DESCRIPTION**

BEING A 17.08 ACRE TRACT OF LAND OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT 147, AS SITUATED IN COLLIN COUNTY, TEXAS, SAID 17.08 ACRES, MORE OR LESS, OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN ON THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 380 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING TX NORTH CENTRAL GRID COORDINATES OF N 7,130,653.98, E 2,477,795.76;

THENCE ALONG SAID RIGHT-OF-WAY S89°56'31"W A DISTANCE OF 622.11 FEET TO A FOUND IRON PIN,

THENCE ALONG THE COMMON LINES OF LEGACY HWY 380, LP, AND PROSPER VILLAGES AT LEGACY, LLC. N00°03'29"W A DISTANCE OF 737.81 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE S89°57'18"W A DISTANCE OF 149.40 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE N0°02'42"W A DISTANCE OF 217.60 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE N71°21'39"E A DISTANCE OF 369.27 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE N26°21'39"E A DISTANCE OF 116.44 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE S89°40'36"E A DISTANCE OF 379.81 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE S0°26'44"W A DISTANCE OF 200.00 FEET TO A FOUND 5/8 INCH IRON ROD,

THENCE ALONG THE COMMON LINE OF GWOOD, LLC. S00°26'00"W A DISTANCE OF 974.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.08 ACRES MORE OR LESS.

EXHIBIT B

STATEMENT OF INTENT

It is the desire of the property owner to rezone 17.08+/- acres to allow for a new car dealership to be located on the site 4,250 +/- feet west of Dallas North Tollway and north of US 380. This new Ford facility will feature new car sales, used car sales, and service facilities.

Statement of Intent and Purpose

Prosper Ford is intended to be a high-quality automotive dealership that will sell and service Ford vehicles. It is Berkshire Hathaway Automotive's intent to provide the North Texas Ford customer with a superior sales and service experience. As such, Prosper Ford is designed to provide meaningful experience this is welcoming and truly collaborative. It is based on Berkshire Hathaway Automotive's core principles of Trust, Relationship, and Respect.

Prosper Ford is an expression of Ford's Trustmark dealership design, with the welcoming embrace of the arched brand wall. It is also designed to be an expression of North Texas with high quality, high performance materials. It is designed to be unique with distinctive North Texas Features.

Site Design:

Good planning principles are used to achieve a well-balanced site design.

The dealership facility has been placed near the center of the site. Setbacks are employed to provide a naturalistic setting. The east side of the site also features a detention pond commensurate with the size of the site and sized to accommodate onsite water run-off. On site screening protects adjacent properties.

To develop a community-based contextual design, several key primary design elements showcase Prosper Ford. They include:

- Connecting Pathways
- Feature Vehicle Displays
- Street Front Experience
- Lone Star Feature

As you approach Prosper Ford, you will see several of these distinct features:

- Circulation paths are provided to connect adjacent properties and engage the community with varying opportunities for walking and bicycling.
- The pathway closest to the street provides the most expedient and direct circulation.
- The inner pathway engages the user with an alternative meandering route connecting with the Prosper Ford Dealership. It provides an opportunity to view display vehicles and interact with the Lone Star Feature.

- The centerpiece of the “street frontage experience” is the lone star feature which provides a unique Texas Expression

Prosper Ford is designed to express community values and a good stewardship of the land.

Sustainable Design Practices:

Prosper Ford will be designed to pursue LEED compliance and meet or exceed the 2015 IECC (International Energy Conservation Code). Both the building and site design will utilize a sustainable design approach.

Landscape plantings, as well as, use of a reflectance roof will help reduce potential heat island effects.

LED Lighting & Light Level Reduction

- The proposed design effectively provides exterior lighting to enhance the view of the cars while reducing light pollution and light trespass.
- High efficient LED lighting help to create effective exterior illuminance while reducing overall light levels.
- Light management systems will be used to reduce lamp power during non-business hours.
- Proposed illumination levels shall conform to the standards adopted by the Town of Prosper.

Prosper Ford will be an example of Berkshire Hathaway Automotive’s commitment to sustainable business and design practices.

Building Design:

Prosper Ford will be a facility with up-to-date technology, yet will express traditional values. In addition to its distinctive showroom, Prosper Ford will have 52 service stalls, a parts department, an enclosed service reception and an integrated Service Bay. Our intent is to develop a dealership with the most current functionality, technology, and branding while retaining traditional design values.

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS

The proposed development will conform to the development standards of the Commercial Zoning District of the Town of Prosper's Zoning Ordinance, as it exists or may be amended, and Subdivision Ordinance, as it exists or may be amended, except as otherwise set forth in these Development Standards.

1. Except as noted below, the Tract shall develop in accordance with the Commercial Zoning District of the Town of Prosper's Zoning Ordinance, as they exist or may be amended.
2. Development Plans
 - a. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.
 - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
 - c. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses. Uses shall be in accordance with the Commercial Zoning District permitted uses with the exception of the following:
 - a. Automobile Sale/Leasing Facility, New shall be permitted use.
4. Regulations
 - a. Automobile Sales/Leasing, New uses shall be permitted within 200' of residential zoned property, as shown on Exhibit D.
 - b. No outdoor intercoms, speakers or sound amplification devices shall be utilized on the property.
 - c. Any structures with a garage or bay shall include as automatic door closing device for such garage or bay.
 - d. After hours reduction of outdoor lighting, to 90% at the close of business.
5. Parking: Required parking shall be as follows:
 - a. Inventory parking shall be permitted to provide three consecutive rows.
 - b. Inventory parking shall be permitted to provide parking space dimensions of 9'x18'.
6. Screening: Required Screening shall be as follows:
 - a. Materials used on the screening wall separating Prosper Ford Property and the proposed Single Family Residential shall be consistent with any screening provided on the eastern adjacent property.
7. Architecture
 - a. The primary structure will be a two-level facility at 75,743 SQ FT.
 - b. Additional building square footage will be added with future development.
 - c. An accessory car wash and detail bay will be constructed at the rear of the site as shown on the concept plan, set forth in Exhibit D.
8. Stormwater
 - a. The tract shall be permitted to utilize a dry detention pond as shown on the concept plan, set forth in Exhibits D. Additional screening of the pond shall be provided as shown on the landscape plan, set forth in Exhibit G.

Exhibit E
Development Schedule

Construction for this projected is anticipated to begin in January of 2020 and be completed in January 2021.



PROSPER FORD
PROSPER, TEXAS

REVISIONS	DATE	MARK	REVISION COMMENTS
1	03/14/2019		CITY SUBMISSION

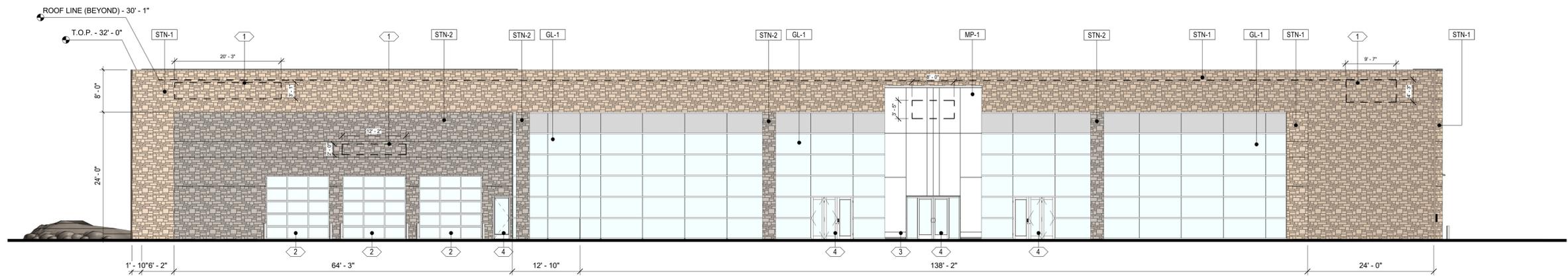
GOREE PROJECT NUMBER
GA 1649
ISSUE DATE
03/14/2019
SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
D001

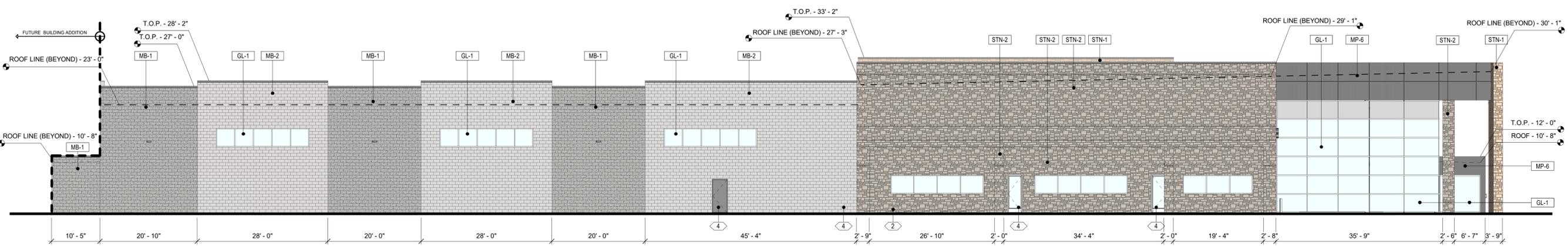
EXTERIOR FINISHES

EXTERIOR MATERIAL ALLOCATION - PHASE 1						GLASS, WINDOWS AND DOORS (NOT INCLUDED IN AREAS AT LEFT)
FACADE	STONE	CMU	METAL	EIFS	TOTAL	
SOUTH (SF)	4,040 SF	0 SF	447 SF	0 SF	4,487 SF	3,454 SF
SOUTH (%)	90.04%	0%	9.96%	0%	100%	
NORTH (SF)	1,729 SF	5,720 SF	0 SF	167 SF	7,616 SF	936 SF
NORTH (%)	22.70%	75.11%	0%	2.19%	100%	
EAST (SF)	4,219 SF	2,475 SF	239 SF	0 SF	6,933 SF	2,413 SF
EAST (%)	60.85%	35.70%	3.45%	0%	100%	
WEST (SF)	2,813 SF	4,356 SF	408 SF	0 SF	7,577 SF	1,425 SF
WEST (%)	37.13%	57.49%	5.38%	0%	100%	
TOTAL SF	12,801 SF	12,551 SF	1,094 SF	167 SF	26,613 SF	8,228 SF
TOTAL %	48.10%	47.16%	4.11%	.63%	100%	

MP-1	MP-6	MB-2	MB-1	STN-2	STN-1	EFS-1
ALUMINUM COMPOSITE METAL PANEL	ALUMINUM COMPOSITE METAL PANEL	CMU - RUNNING BOND SMOOTH FACE - EARTH STONE	CMU - RUNNING BOND SPLITFACE - EARTHSTONE	NATURAL STONE VENEER ESPINIZO STONE (TEXAS) LUEDER CHARCOAL - STACKED LEDGE	NATURAL STONE VENEER EXPINIZO STONE (TEXAS) GRAY LUEDER LINESTONE - ASHLAR	EIFS - COLOR TO MATCH CMU



1 SOUTH ELEVATION - FRONT
3/32" = 1'-0"



2 WEST ELEVATION - SERVICE DRIVE
3/32" = 1'-0"

- NOTES:**
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 5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF 10%.

- PRESENTATION ELEVATION...**
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 - 2 GLASS O.H. DOOR
 - 3 FORD ENTRY PORTAL BY OUTSIDE VENDOR
 - 4 DOOR AS SCHEDULED
 - 5 SOLID HIGH SPEED COILING DOOR
 - 6 GLASS HIGH SPEED COILING DOOR
 - 7 SIGN SHADE STRUCTURE

EXHIBIT F	ENGINEER
CASE #Z18-0013	FREELAND & KAUFFMAN INC.
OWNER	400 WEST MAIN STREET, SUITE 20
BHA REAL ESTATE HOLDINGS LLC	ROUND ROCK, TX 78664
8333 ROYAL RIDGE PKWY.	CONTACT: CHARLES A. GARCIA
SUITE 100	
CONTACT: ROBERT SANDERS	CITY
	PROSPER
APPLICANT	COUNTY
BHA REAL ESTATE HOLDINGS LLC	COLLIN
8333 ROYAL RIDGE PKWY.	SURVEY
SUITE 100	COLLIN COUNTY SCHOOL LAND SURVEY
CONTACT: ROBERT SANDERS	ABSTRACT NO.
	147

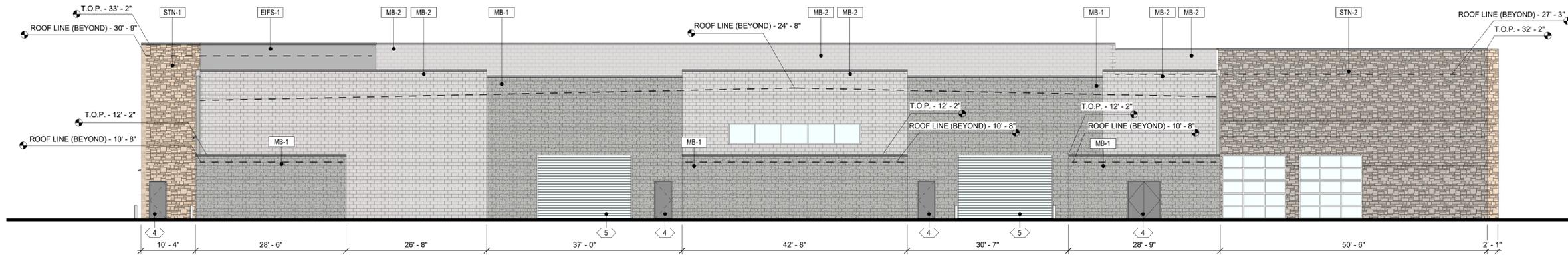
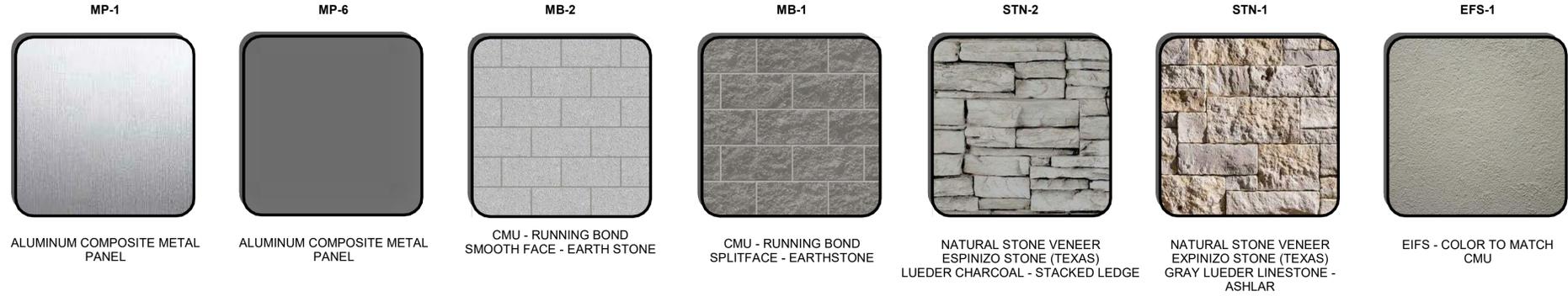
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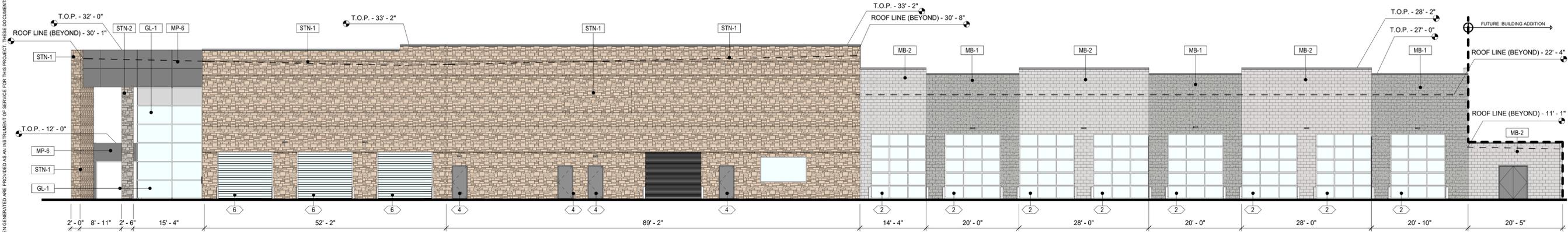
PROSPER FORD
PROSPER, TEXAS

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NORTH (%)	22.70%	75.11 %	0 %	2.19 %	100 %	
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TOTAL SF	12,801 SF	12,551 SF	1,094 SF	167 SF	26,613 SF	8,228 SF
TOTAL %	48.10 %	47.16 %	4.11 %	.63	100 %	

EXTERIOR FINISHES



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3/32" = 1'-0"



1 EAST ELEVATION - VEHICLE DELIVERY
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 - 7 SIGN SHADE STRUCTURE

EXHIBIT F
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OWNER
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8333 ROYAL RIDGE PKWY.
SUITE 100
CONTACT: ROBERT SANDERS
APPLICANT
BHA REAL ESTATE HOLDINGS LLC
8333 ROYAL RIDGE PKWY.
SUITE 100
CONTACT: ROBERT SANDERS
ENGINEER
FREELAND & KAUFFMAN INC.
400 WEST MAIN STREET, SUITE 20
ROUND ROCK, TX 78664
CONTACT: CHARLES A. GARCIA
CITY
PROSPER
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SURVEY
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO.
147

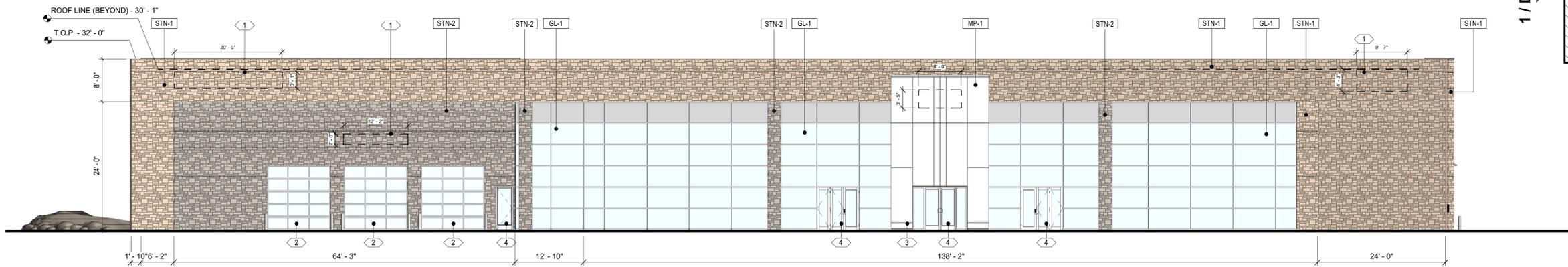
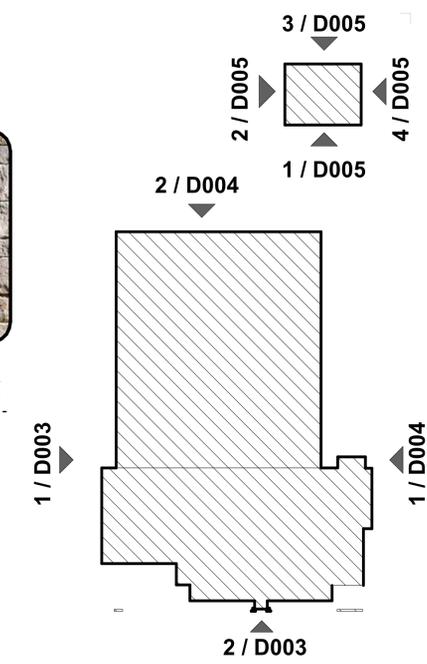
REVISIONS	DATE	MARK	REVISION COMMENTS
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GOREE PROJECT NUMBER
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ISSUE DATE
03/14/2019
SHEET NAME
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SHEET NUMBER
D002

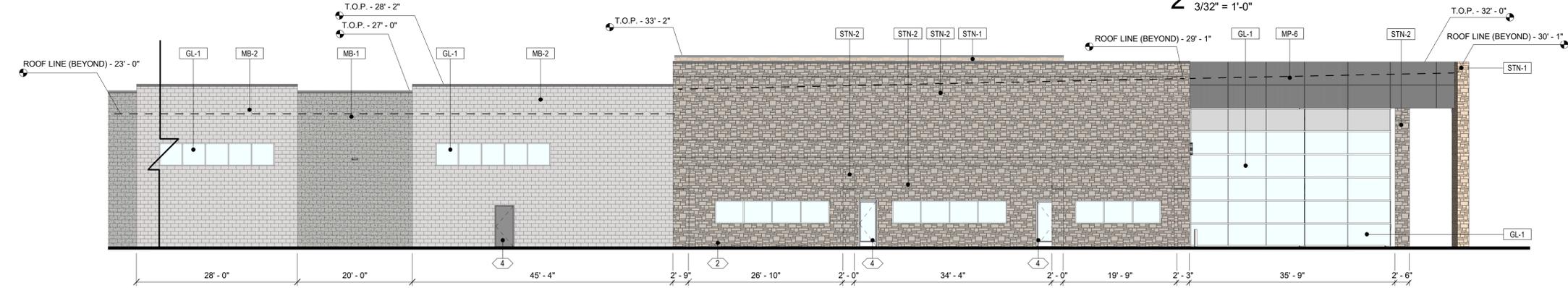
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EXTERIOR MATERIAL ALLOCATION - PHASE 2					GLASS, WINDOWS AND DOORS (NOT INCLUDED IN AREAS AT LEFT)
FACADE	STONE	CMU	METAL	TOTAL 1	
SOUTH (SF)	4,040 SF	0 SF	447 SF	4,487 SF	3,454 SF
SOUTH (%)	90.04 %	0 %	9.96 %	100 %	
NORTH (SF)	1,725 SF	5,781 SF	0 SF	7,506 SF	936 SF
NORTH (%)	22.98 %	77.02 %	0 %	100 %	
EAST (SF)	4,227 SF	4,406 SF	238 SF	8,871 SF	2,401 SF
EAST (%)	47.65 %	49.67 %	2.68 %	100 %	
WEST (SF)	2,813 SF	6,245 SF	408 SF	9,466 SF	1,585 SF
WEST (%)	29.72 %	65.97 %	4.31 %	100 %	
TOTAL SF	12,805 SF	16,432 SF	1,093 SF	30,330 SF	8,388 SF
TOTAL %	42.20 %	54.19 %	3.61 %	100 %	

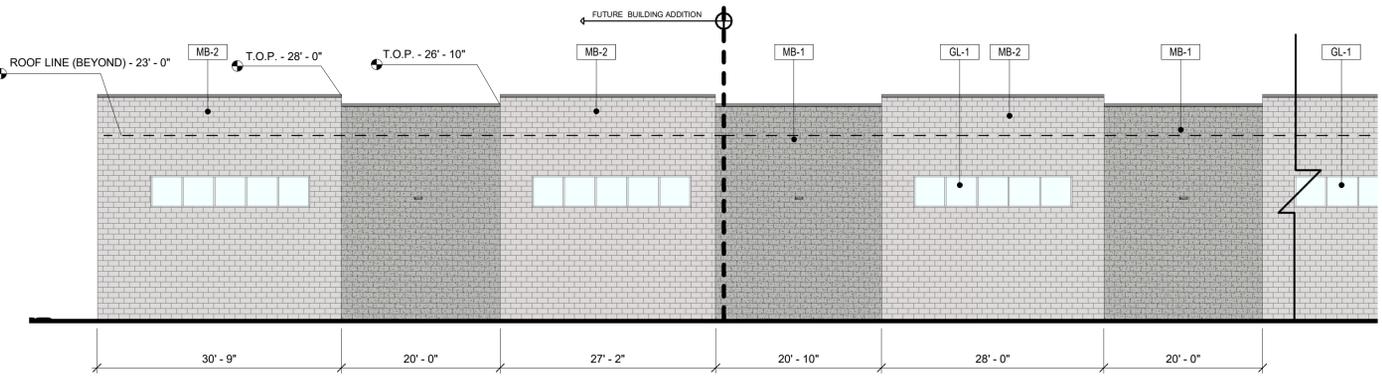
EXTERIOR FINISHES



2 SOUTH ELEVATION - FRONT
3/32" = 1'-0"



1 WEST ELEVATION - SERVICE DRIVE
3/32" = 1'-0"



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- 4 DOOR AS SCHEDULED
- 5 SOLID HIGH SPEED COILING DOOR
- 6 GLASS HIGH SPEED COILING DOOR
- 7 CANOPY SHADE STRUCTURE

EXHIBIT F	ENGINEER
CASE #Z18-0013	FREELAND & KAUFFMAN INC. 400 WEST MAIN STREET, SUITE 20 ROUND ROCK, TX 78664
OWNER	CONTACT: CHARLES A. GARCIA
BHA REAL ESTATE HOLDINGS LLC 8333 ROYAL RIDGE PKWY. SUITE 100	CITY PROSPER
CONTACT: ROBERT SANDERS	COUNTY COLLIN
APPLICANT	SURVEY
BHA REAL ESTATE HOLDINGS LLC 8333 ROYAL RIDGE PKWY. SUITE 100	COLLIN COUNTY SCHOOL LAND SURVEY
CONTACT: ROBERT SANDERS	ABSTRACT NO. 147



PROSPER FORD
PROSPER, TEXAS

REVISIONS	DATE	MARK	REVISION COMMENTS

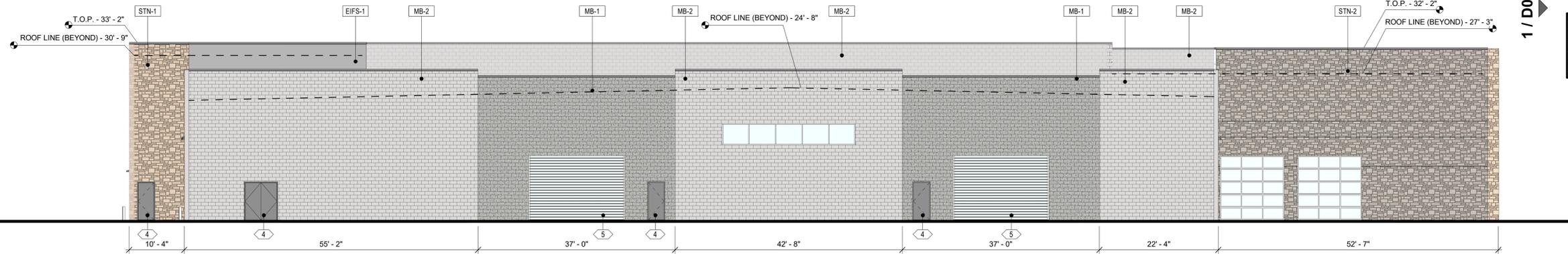
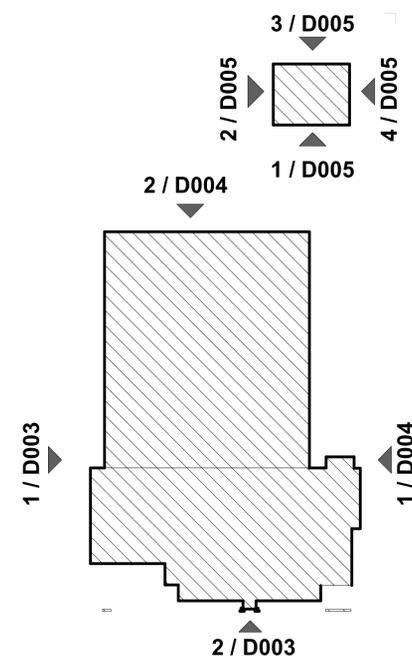
GOREE PROJECT NUMBER
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ISSUE DATE
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SHEET NAME
BUILDING ELEVATIONS
SHEET NUMBER
D003

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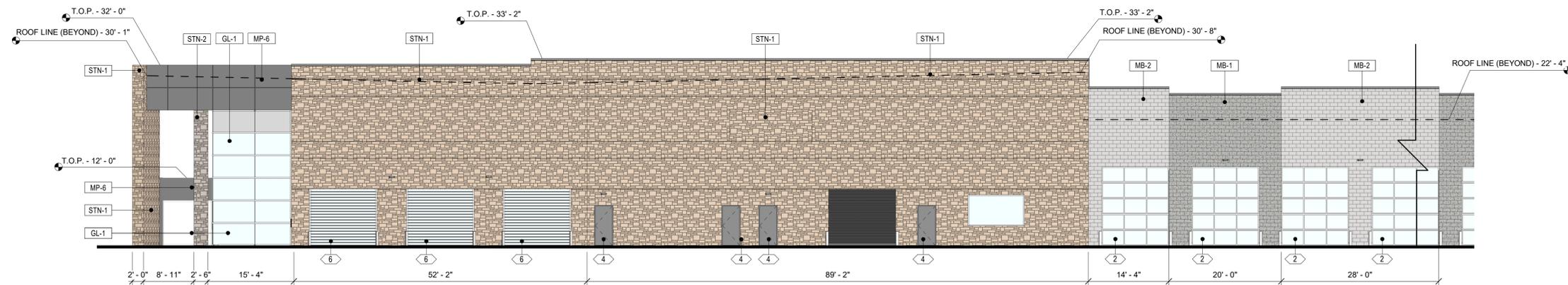
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NORTH (SF)	1,725 SF	5,781 SF	0 SF	7,506 SF	936 SF
NORTH (%)	22.98 %	77.02 %	0 %	100 %	
EAST (SF)	4,227 SF	4,406 SF	238 SF	8,871 SF	2,401 SF
EAST (%)	47.65 %	49.67 %	2.68 %	100 %	
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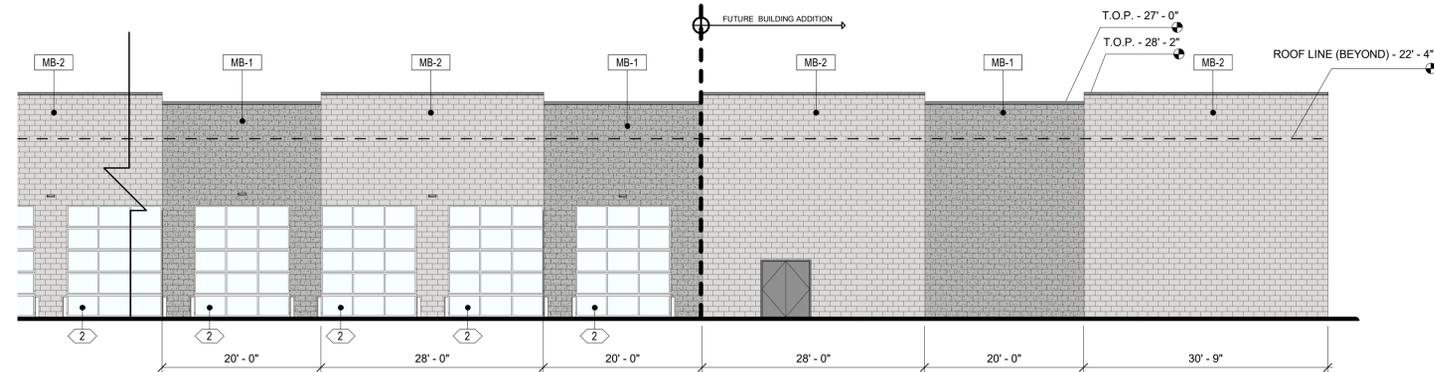
EXTERIOR FINISHES



2 NORTH ELEVATION - BACK
3/32" = 1'-0"



1 EAST ELEVATION - VEHICLE DELIVERY
3/32" = 1'-0"



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 - 6 GLASS HIGH SPEED COILING DOOR
 - 7 IN SHADE STRUCTURE

EXHIBIT F
CASE #Z18-0013
OWNER
 BHA REAL ESTATE HOLDINGS LLC
 8333 ROYAL RIDGE PKWY.
 SUITE 100
 CONTACT: ROBERT SANDERS
APPLICANT
 BHA REAL ESTATE HOLDINGS LLC
 8333 ROYAL RIDGE PKWY.
 SUITE 100
 CONTACT: ROBERT SANDERS

ENGINEER
 FREELAND & KAUFFMAN INC.
 400 WEST MAIN STREET, SUITE 20
 ROUND ROCK, TX 78664
 CONTACT: CHARLES A. GARCIA
CITY
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ABSTRACT NO.
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REVISIONS	DATE	MARK	REVISION COMMENTS
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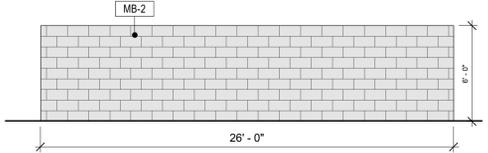
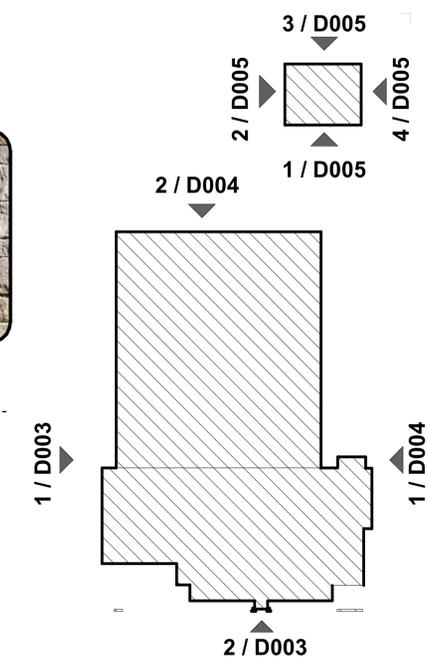
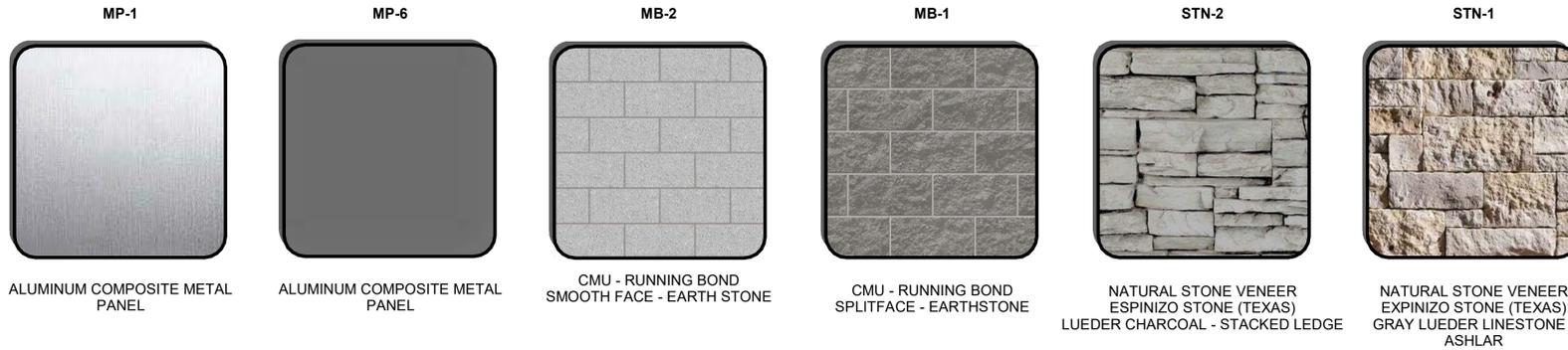
GOREE PROJECT NUMBER
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 SHEET NAME
 BUILDING ELEVATIONS
 SHEET NUMBER
D004



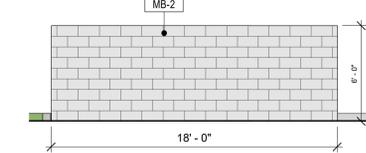
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EXTERIOR MATERIAL ALLOCATION - CAR WASH					GLASS, WINDOWS AND DOORS (NOT INCLUDED IN AREAS AT LEFT)
FACADE	STONE	CMU	METAL	TOTAL	
SOUTH (SF)	79 SF	314 SF	0 SF	393 SF	144 SF
SOUTH (%)	20.10 %	79.90 %	0 %	100 %	
NORTH (SF)	79 SF	314 SF	0 SF	393 SF	144 SF
NORTH (%)	20.10 %	79.90 %	0 %	100 %	
EAST (SF)	453 SF	1,374 SF	0 SF	1,827 SF	0 SF
EAST (%)	24.79 %	75.21 %	0 %	100 %	
WEST (SF)	437 SF	1,365 SF	0 SF	1,802 SF	24 SF
WEST (%)	24.25 %	75.75 %	0 %	100 %	
TOTAL SF	1,048 SF	3,367 SF	0 SF	4,415 SF	333 SF
TOTAL %	23.74 %	76.26 %	0 %	100 %	

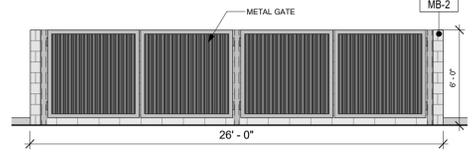
EXTERIOR FINISHES



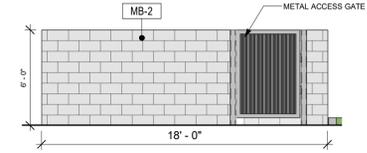
8 DUMPSTER EAST ELEVATION
3/16" = 1'-0"



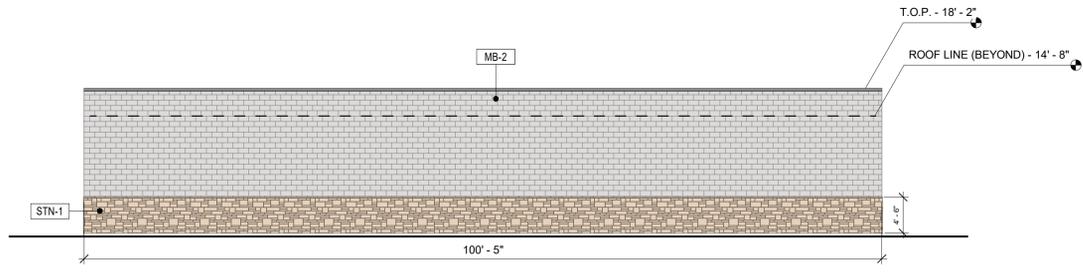
7 DUMPSTER NORTH ELEVATION
3/16" = 1'-0"



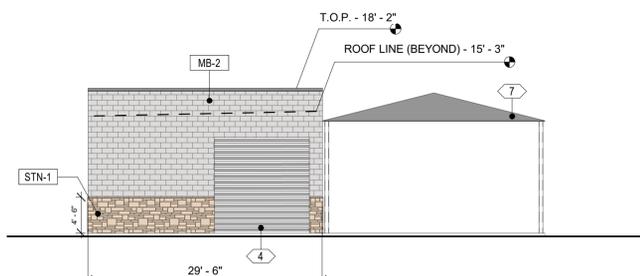
6 DUMPSTER WEST ELEVATION
3/16" = 1'-0"



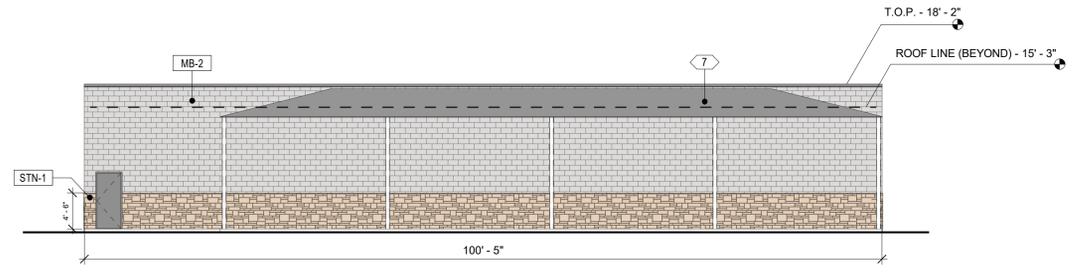
5 DUMPSTER SOUTH ELEVATION
3/16" = 1'-0"



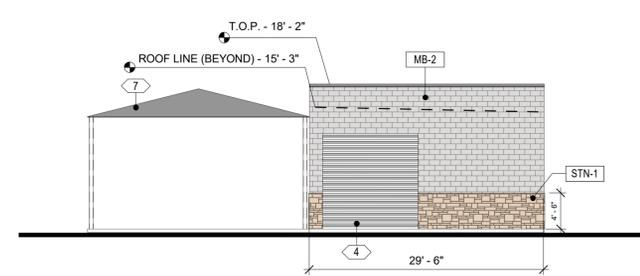
4 EAST ELEVATION - CAR WASH
3/32" = 1'-0"



3 NORTH ELEVATION - CAR WASH
3/32" = 1'-0"



2 WEST ELEVATION - CAR WASH
3/32" = 1'-0"



1 SOUTH ELEVATION - CAR WASH
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6. GLASS HIGH SPEED COILING DOOR
7. SUN SHADE STRUCTURE

EXHIBIT F
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CONTACT: ROBERT SANDERS

APPLICANT
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CONTACT: ROBERT SANDERS

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ISSUE DATE
03/14/2019

SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
D005

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PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal 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 any Site Plan or Preliminary Site Plan.

Description of Agenda Item:

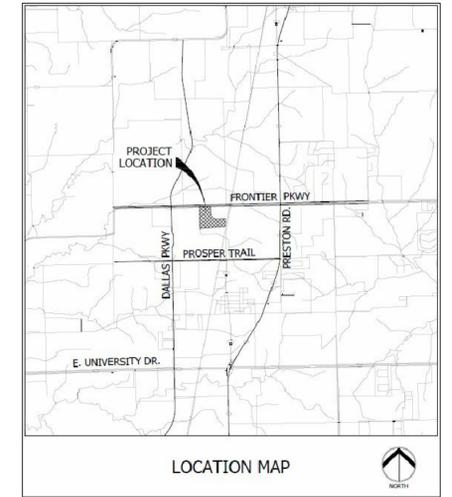
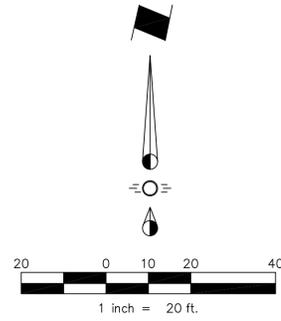
Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their August 6, 2019, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for Frontier Park Cell Tower
2. Site Plan for Frontier Park Temporary Building
3. Site Plan for Gates of Prosper, Phase 2 (Revised)
4. Site Plan for Goodwill

Town Staff Recommendation:

Town staff recommends that the Town Council take no action on this item.



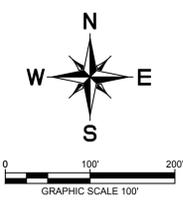
SITE DATA SUMMARY	
1. ZONING:	AGRICULTURAL (A) PARKS
2. PROPOSED USE:	TEMP. BUILDING
3. LOT AREA:	79.68 ACRES
4. BUILDING AREA:	336 SF
5. STRUCTURE HEIGHT:	~15 FT
6. LOT COVERAGE:	.0096%
7. FLOOR AREA RATIO:	.00009
8. TOTAL PARKING REQUIRED:	N/A
9. TOTAL PARKING PROVIDED:	N/A
10. INTERIOR LANDSCAPING REQUIRED:	N/A
11. INTERIOR LANDSCAPING PROVIDED:	N/A
12. SQ. FOOTAGE OF IMPERVIOUS SURFACE:	~336 SF
13. OPEN SPACE REQUIRED:	N/A
14. OPEN SPACE PROVIDED:	N/A

PROSPER 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) Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
 - 2) Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 - 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
 - 4) Landscaping shall conform to landscape plans approved by the Town.
 - 5) All elevations shall comply with the standards contained within the Zoning Ordinance.
 - 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - 7) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
 - 8) Two points of access shall be maintained for the property at all times.
 - 9) Speed bumps/humps are not permitted within a fire lane.
 - 10) 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.
 - 11) All signage is subject to Building Official approval.
 - 12) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
 - 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
 - 14) Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town Standards.
 - 15) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Department.
 - 16) Site Plan approval is required prior to grading release.
 - 17) All new electrical lines shall be installed and/or relocated underground.
 - 18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
 - 19) All landscape easements must be exclusive of any other type of easement.
 - 20) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
 - 21) The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void.

D19-0066

**FRONTIER PARK
TEMPORARY BUILDING**



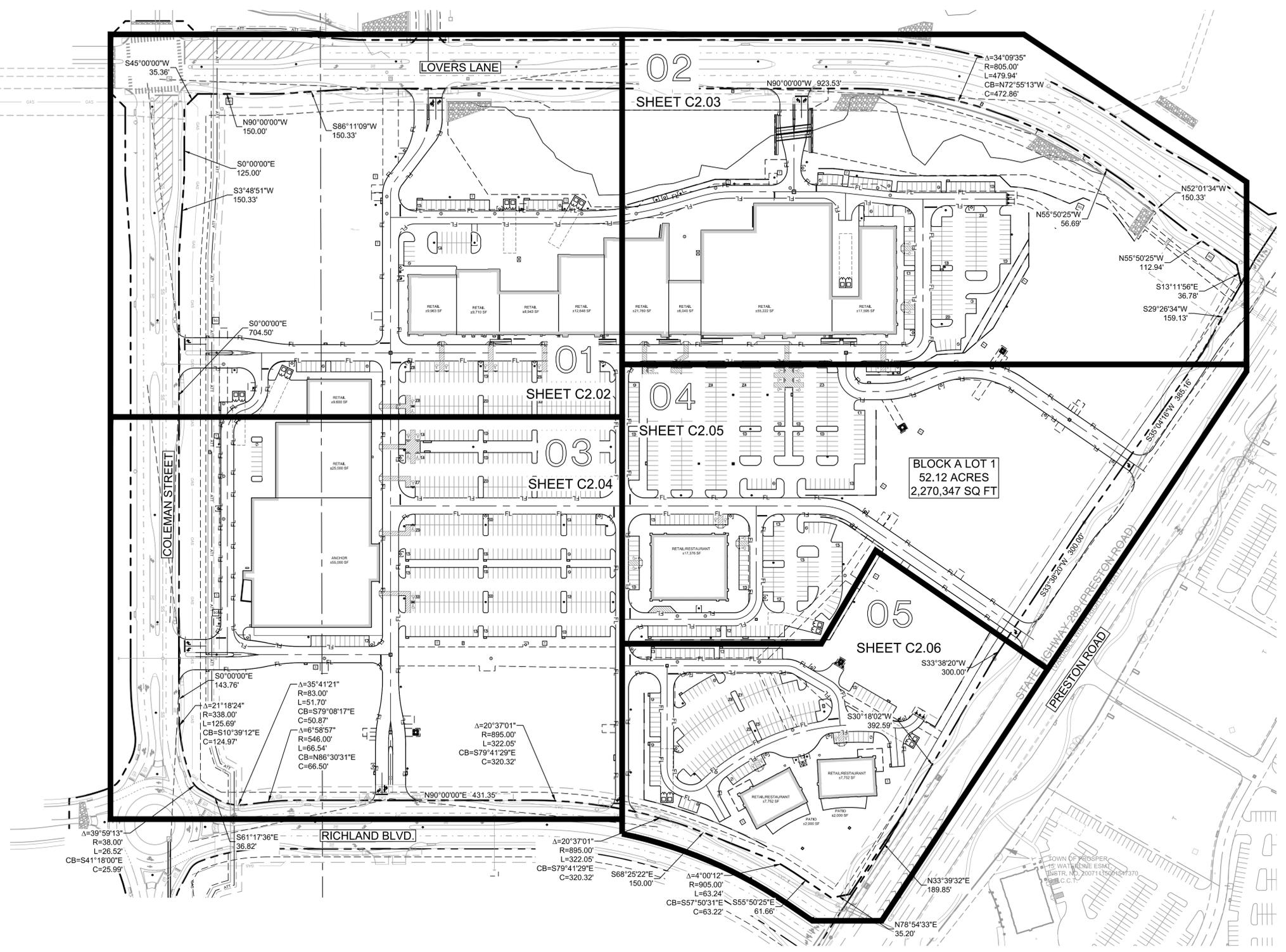
BLOCK A, LOT 1 SITE DATA SUMMARY TABLE

ZONING/PROPOSED USE	PD-87/PO RETAIL/RESTAURANT
LOT AREA/ SQ. FT. AND AC	2,270,347 SF; 52.12 AC
BUILDING AREA (gross square footage)	268,361 GSF 247,921 SF (RETAIL) 16,440 SF (REST) 4,000 SF (PATIO)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	1 STORY; (REF. FINAL DESIGN OF EACH BUILDING FOR HEIGHT)
LOT COVERAGE	11.8%
FLOOR AREA RATIO (for non-residential zoning)	0.118:1
TOTAL PARKING REQUIRED (1:100 FOR RESTAURANT, 1:250 FOR RETAIL, 1:200 FOR PATIO)	1,177 SPACES
TOTAL PARKING PROVIDED	1,358 SURFACE SPACES
TOTAL HANDICAP REQUIRED	24 SPACES
TOTAL HANDICAP PROVIDED	42 SPACES
INTERIOR LANDSCAPING REQUIRED	20,370 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	20,370 SQ. FT.
IMPERVIOUS SURFACE	723,554 SQ. FT.
USABLE OPEN SPACE REQUIRED	158,924 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	164,206 SQ. FT. (7%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

METER SCHEDULE

ID	BLOCK	LOT	TYPE	SIZE	SANITARY SEWER
1	A	1	DOMESTIC	2"	8"
2	A	1	DOMESTIC	2"	8"
3	A	1	DOMESTIC	2"	8"
4	A	1	DOMESTIC	2"	8"
5	A	1	DOMESTIC	3"	8"
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11	A	1	DOMESTIC	2 1/2"	8"
12	A	1	DOMESTIC	2"	8"
13	A	1	DOMESTIC	2"	8"
14	A	1	DOMESTIC	2"	8"
15	A	1	IRRIGATION	2"	N/A



BLOCK A LOT 1
52.12 ACRES
2,270,347 SQ FT

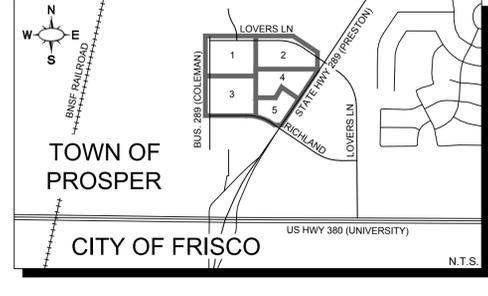
LEGEND

	PROPOSED FIRE LANE		TRANSFORMER PAD
	EXISTING PAVEMENT		CURB INLET
	PROPOSED BUILDING		JUNCTION BOX OR WYE INLET
	EXISTING CONTOUR LINE - MAJOR		HEADWALL
	EXISTING CONTOUR LINE - MINOR		TYPICAL
	BARRIER FREE RAMP (BFR)		SANITARY SEWER EASEMENT
	ACCESSIBLE PARKING SYMBOL		WATER EASEMENT
	NUMBER OF PARKING SPACES		DRAINAGE EASEMENT
	WATER METER (AND VAULT)		BARRIER FREE RAMP
	FIRE HYDRANT		SIDEWALK
	FIRE DEPARTMENT CONNECTION		BUILDING LINE/SETBACK
	SANITARY SEWER MANHOLE		CURB INLET
			GRATE INLET
			WYE INLET
			JUNCTION BOX
			MANHOLE
			EXISTING
			PROPOSED

TOWN 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.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE. ANY ADDITIONAL ENCLOSURES WILL REQUIRE REAPPROVAL BY TOWN STAFF.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
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 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
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VICINITY AND KEY MAP



**SITE PLAN
GATES OF PROSPER, PHASE 2
BLOCK A, LOT 1
D19-0054**

*Being 52.12 Acres Out Of The
BEN RENNISON SURVEY Abstract No. 755
JOHN YARNELL SURVEY Abstract No. 1038
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY
Abstract No. 147*

Town of Prosper, Collin County, Texas
Submitted: 6/17/2019
Resubmitted: 7/31/2019

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Owner:
183 Land Corporation Inc.
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
280 East Davis Street, Suite 100
McKinney, Texas 75069
Contact: Joe Riccardi, P.E.
Phone: (469)-301-2580

OVERALL SITE PLAN
SHEET NUMBER
C2.0
Page 66

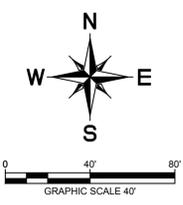
Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

**GATES OF PROSPER
PHASE 2**

TOWN OF PROSPER

PROSPER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.
 280 EAST DAVIS STREET, SUITE 100
 MCKINNEY, TEXAS 75069
 PHONE: 469-301-2580
 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM



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FLOOR AREA RATIO (for non-residential zoning)	0.118:1
TOTAL PARKING REQUIRED (1:100 FOR RESTAURANT, 1:250 FOR RETAIL, 1:200 FOR PATIO)	1177 SPACES
TOTAL PARKING PROVIDED	1358 SURFACE SPACES
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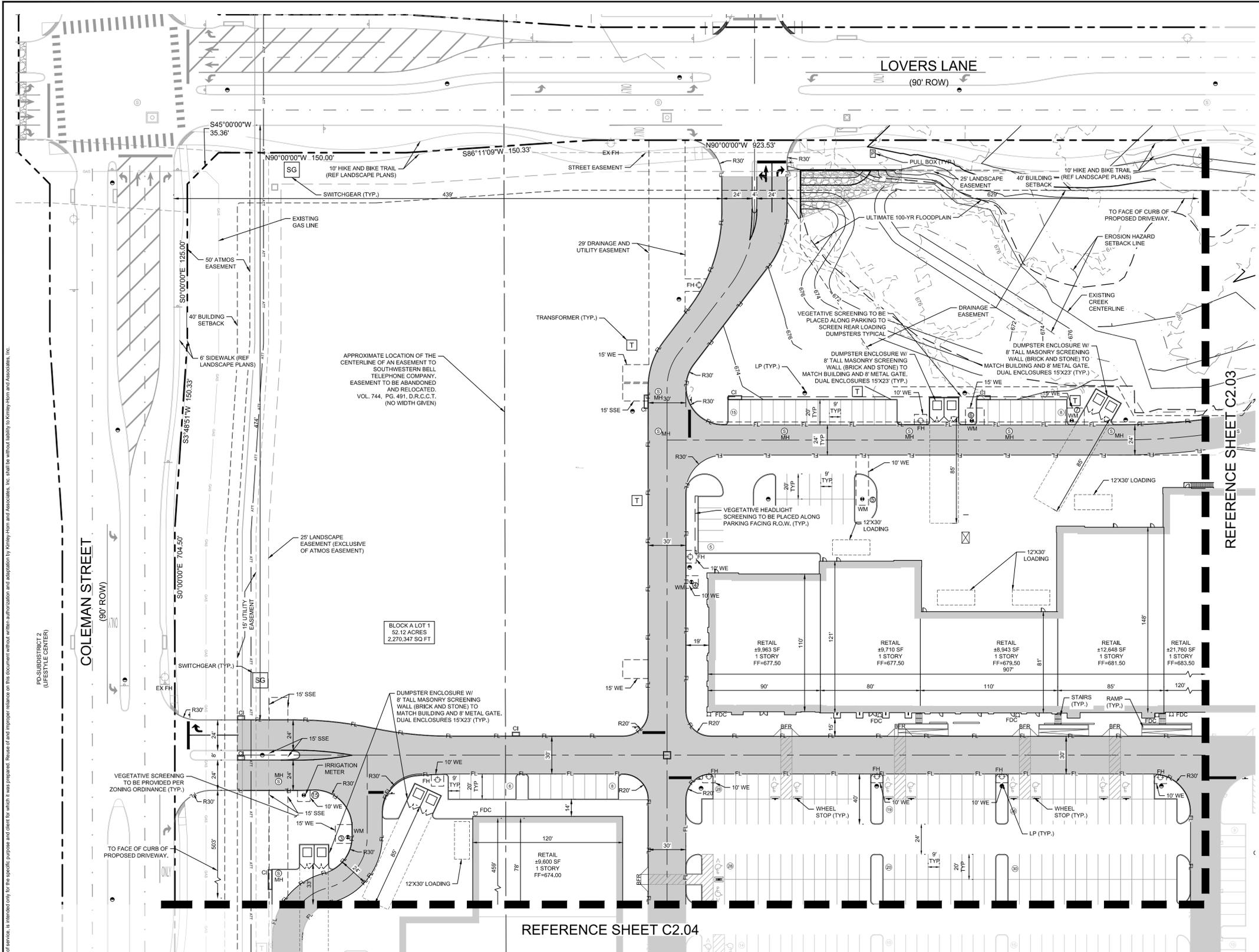
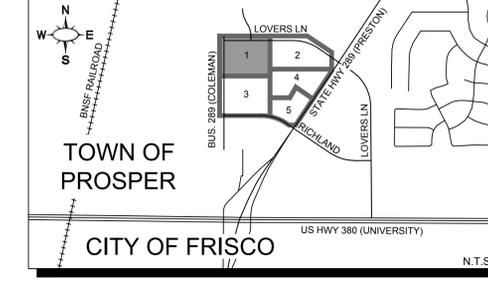
LEGEND

	PROPOSED FIRE LANE		CURB INLET
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	SANITARY SEWER MANHOLE		CURB INLET
	BARRIER FREE RAMP SYMBOL (REF SHEET C4.06)		GRATE INLET
	TRANSFORMER		WYE INLET
			JUNCTION BOX
			MANHOLE
			EXISTING
			PROPOSED
			SWITCHGEAR
			PULL BOX

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VICINITY AND KEY MAP



PD-SUBDISTRICT 2 (LIFESTYLE CENTER)
 PD-67/PD
 RETAIL/RESTAURANT
 280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
 PHONE: 469-301-2580 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

NO.	REVISIONS	DATE

Kimley»Horn
 © 2019 KIMLEY-HORN AND ASSOCIATES, INC.
 260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
 PHONE: 469-301-2580 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT	068-09030
DATE	JULY 2019
SCALE	AS SHOWN
DESIGNED BY	RAK
DRAWN BY	CAA
CHECKED BY	JCR

**GATES OF PROSPER
 PHASE 2**
 PROSPER, TEXAS



SITE PLAN

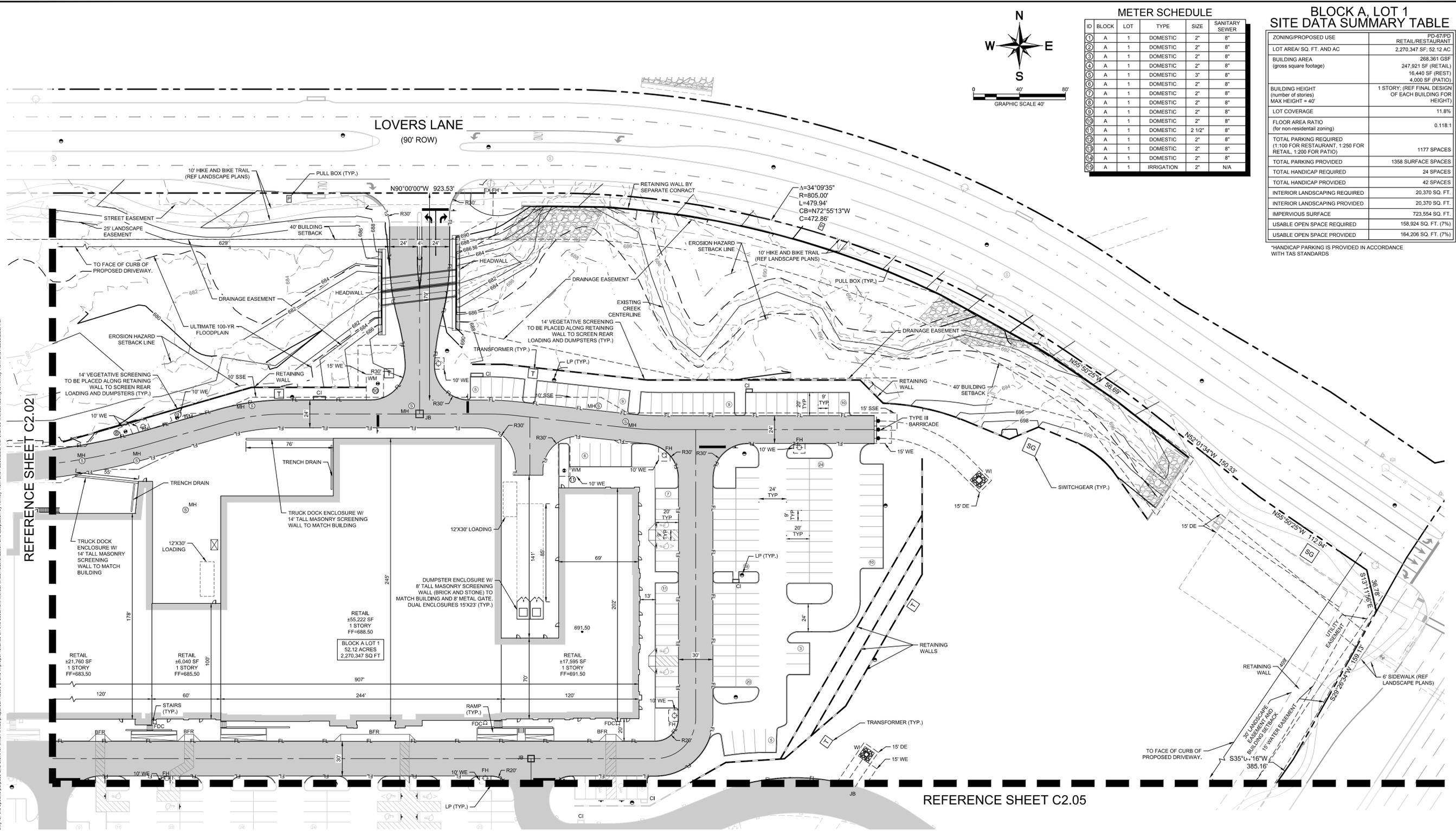
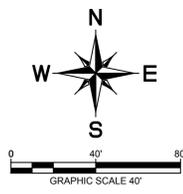
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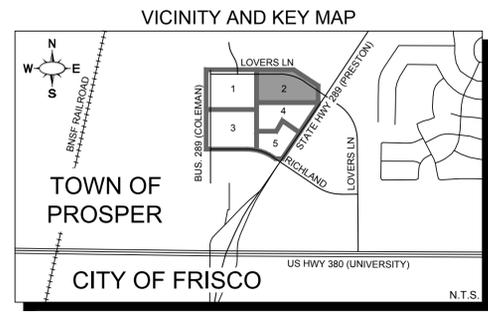
REFERENCE SHEET C2.02

REFERENCE SHEET C2.05

LEGEND

FL	PROPOSED FIRE LANE	□	CURB INLET
FL	EXISTING PAVEMENT	□	GRATE INLET
□	PROPOSED BUILDING	□	JUNCTION BOX OR WYE INLET
---	EXISTING CONTOUR LINE - MAJOR	○	HEADWALL
---	EXISTING CONTOUR LINE - MINOR	○	LIGHT POLE (LP)
---	BARRIER FREE RAMP (BFR)	○	TYPICAL
○	ACCESSIBLE PARKING SYMBOL	○	SANITARY SEWER EASEMENT
○	NUMBER OF PARKING SPACES	○	WE
WM	WATER METER (AND VAULT)	○	DE
FH	FIRE HYDRANT	○	BFR
FDC	FIRE DEPARTMENT CONNECTION	○	BL
○	SANITARY SEWER MANHOLE	○	CI
○	PROPOSED	○	GI
BFR	BARRIER FREE RAMP SYMBOL (REF SHEET C4.06)	○	WI
T	TRANSFORMER	○	JB
□		○	MH
□		○	EX
□		○	PROP.
□		○	SG
□		○	P

- TOWN SITE PLAN NOTES**
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 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
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**SITE PLAN
 GATES OF PROSPER, PHASE 2
 BLOCK A, LOT 1
 D19-0054**
 Being 52.12 Acres Out Of The
BEN RENNISON SURVEY Abstract No. 755
JOHN YARNELL SURVEY Abstract No. 1038
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY
Abstract No. 147
 Town of Prosper, Collin County, Texas
 Submitted: 6/17/2019
 Resubmitted: 7/31/2019

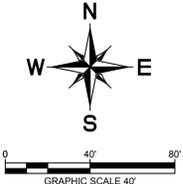
Owner:
 380 & 289 LP
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 Contact: Nicholas Link
 Phone: (972)-497-4854

Owner:
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Engineer/Surveyor:
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 260 East Davis Street, Suite 100
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 Contact: Joe Riccardi, P.E.
 Phone: (469)-301-2580

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REFERENCE SHEET C2.02



**BLOCK A, LOT 1
SITE DATA SUMMARY TABLE**

ZONING/PROPOSED USE	RETAIL/RESTAURANT
LOT AREA/ SQ. FT. AND AC	2,270,347 SF; 52.12 AC
BUILDING AREA (gross square footage)	288,361 GSF 247,921 SF (RETAIL) 16,440 SF (REST) 4,000 SF (PATIO)
BUILDING HEIGHT (number of stories) MAX HEIGHT = 40'	1 STORY; (REF FINAL DESIGN OF EACH BUILDING FOR HEIGHT)
LOT COVERAGE	11.8%
FLOOR AREA RATIO (for non-residential zoning)	0.118:1
TOTAL PARKING REQUIRED (1:100 FOR RESTAURANT; 1:250 FOR RETAIL; 1:200 FOR PATIO)	1177 SPACES
TOTAL PARKING PROVIDED	1358 SURFACE SPACES
TOTAL HANDICAP REQUIRED	24 SPACES
TOTAL HANDICAP PROVIDED	42 SPACES
INTERIOR LANDSCAPING REQUIRED	20,370 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	20,370 SQ. FT.
IMPERVIOUS SURFACE	723,554 SQ. FT.
USABLE OPEN SPACE REQUIRED	158,924 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	164,206 SQ. FT. (7%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARDS

METER SCHEDULE

ID	BLOCK	LOT	TYPE	SIZE	SANITARY SEWER
1	A	1	DOMESTIC	2"	8"
2	A	1	DOMESTIC	2"	8"
3	A	1	DOMESTIC	2"	8"
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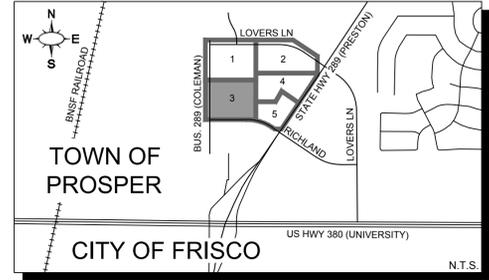
LEGEND

	PROPOSED FIRE LANE		CURB INLET
	EXISTING PAVEMENT		GRATE INLET
	PROPOSED BUILDING		JUNCTION BOX OR WYE INLET
	EXISTING CONTOUR LINE - MAJOR		HEADWALL
	EXISTING CONTOUR LINE - MINOR		LIGHT POLE (LP)
	BARRIER FREE RAMP (BFR)		TYPICAL
	ACCESSIBLE PARKING SYMBOL		SANITARY SEWER EASEMENT
	WATER METER (AND VAULT)		WATER EASEMENT
	FIRE HYDRANT		DRAINAGE EASEMENT
	FIRE DEPARTMENT CONNECTION		BARRIER FREE RAMP
	SANITARY SEWER MANHOLE		SIDEWALK
	BARRIER FREE RAMP SYMBOL (REF SHEET C4.06)		BUILDING LINE/SETBACK
	TRANSFORMER		CURB INLET
			GRATE INLET
			WYE INLET
			JUNCTION BOX
			MANHOLE
			EXISTING
			PROPOSED
			SWITCHGEAR

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VICINITY AND KEY MAP



**SITE PLAN
GATES OF PROSPER, PHASE 2
BLOCK A, LOT 1
D19-0054**
Being 52.12 Acres Out Of The
BEN RENNISON Survey Abstract No. 755
JOHN YARNELL Survey Abstract No. 1038
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY Abstract No. 147
Town of Prosper, Collin County, Texas
Submitted: 6/17/2019
Resubmitted: 7/31/2019

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

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280 East Davis Street, Suite 100
McKinney, Texas 75069
Contact: Joe Riccardi, P.E.
Phone: (469)-301-2580

SHEET NUMBER
C2.01
Page 69

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

**GATES OF PROSPER
PHASE 2**

PROSPER, TEXAS

SITE PLAN

Item 9.	DATE	REVISIONS
No.		

Kimley»Horn
 © 2019 KIMLEY-HORN AND ASSOCIATES, INC.
 280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
 PHONE: 469-301-2580 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT 068-09030
 DATE JULY 2019
 SCALE AS SHOWN
 DESIGNED BY RAK
 DRAWN BY CAA
 CHECKED BY JCR

GATES OF PROSPER PHASE 2
 PROSPER, TEXAS



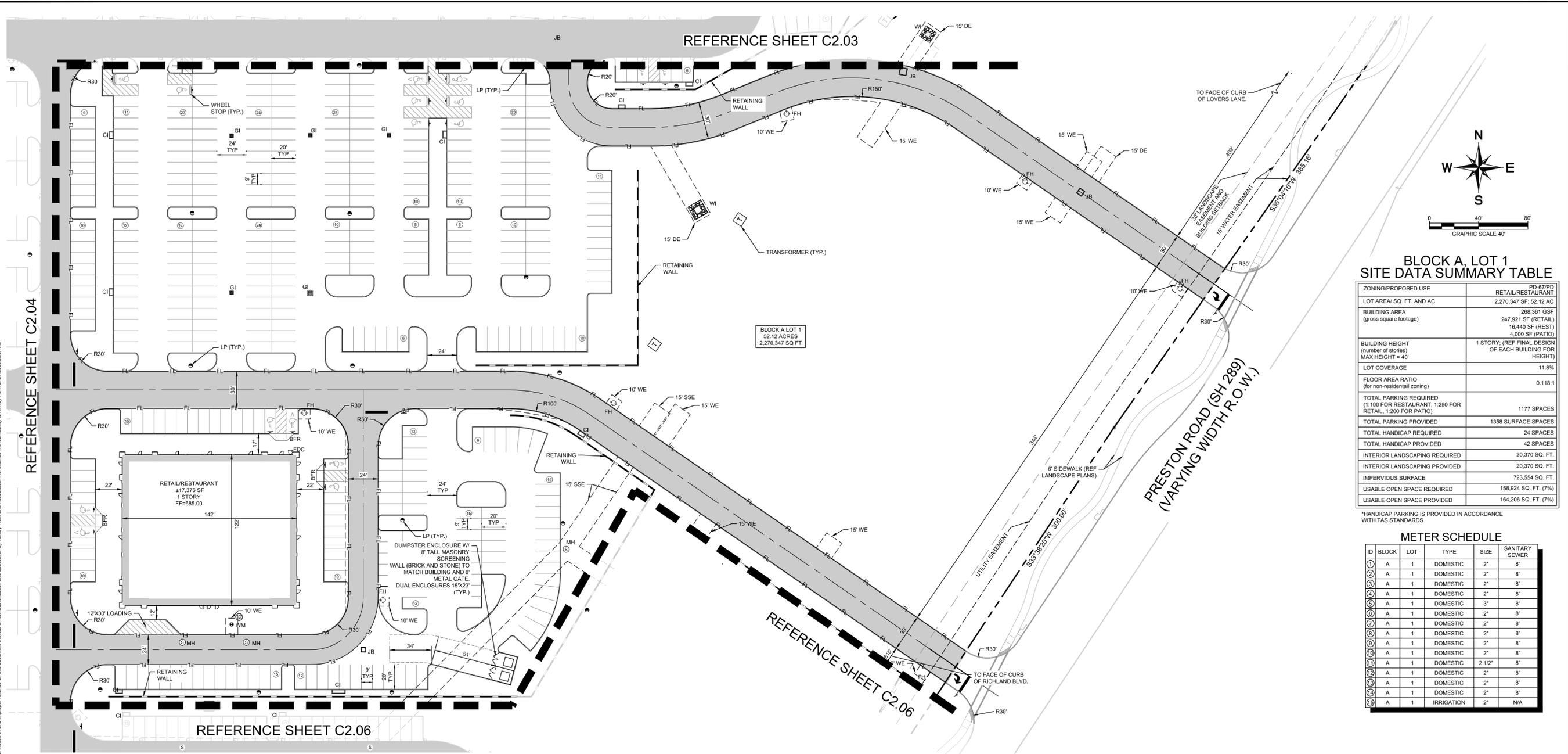
SITE PLAN
 SHEET NUMBER **C2.07** Page 70

REFERENCE SHEET C2.03

REFERENCE SHEET C2.04

REFERENCE SHEET C2.06

REFERENCE SHEET C2.06



**BLOCK A, LOT 1
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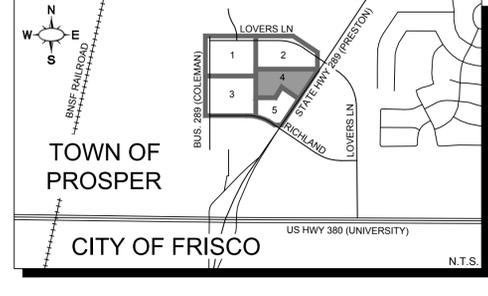
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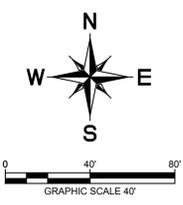
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NO.	REVISIONS	DATE



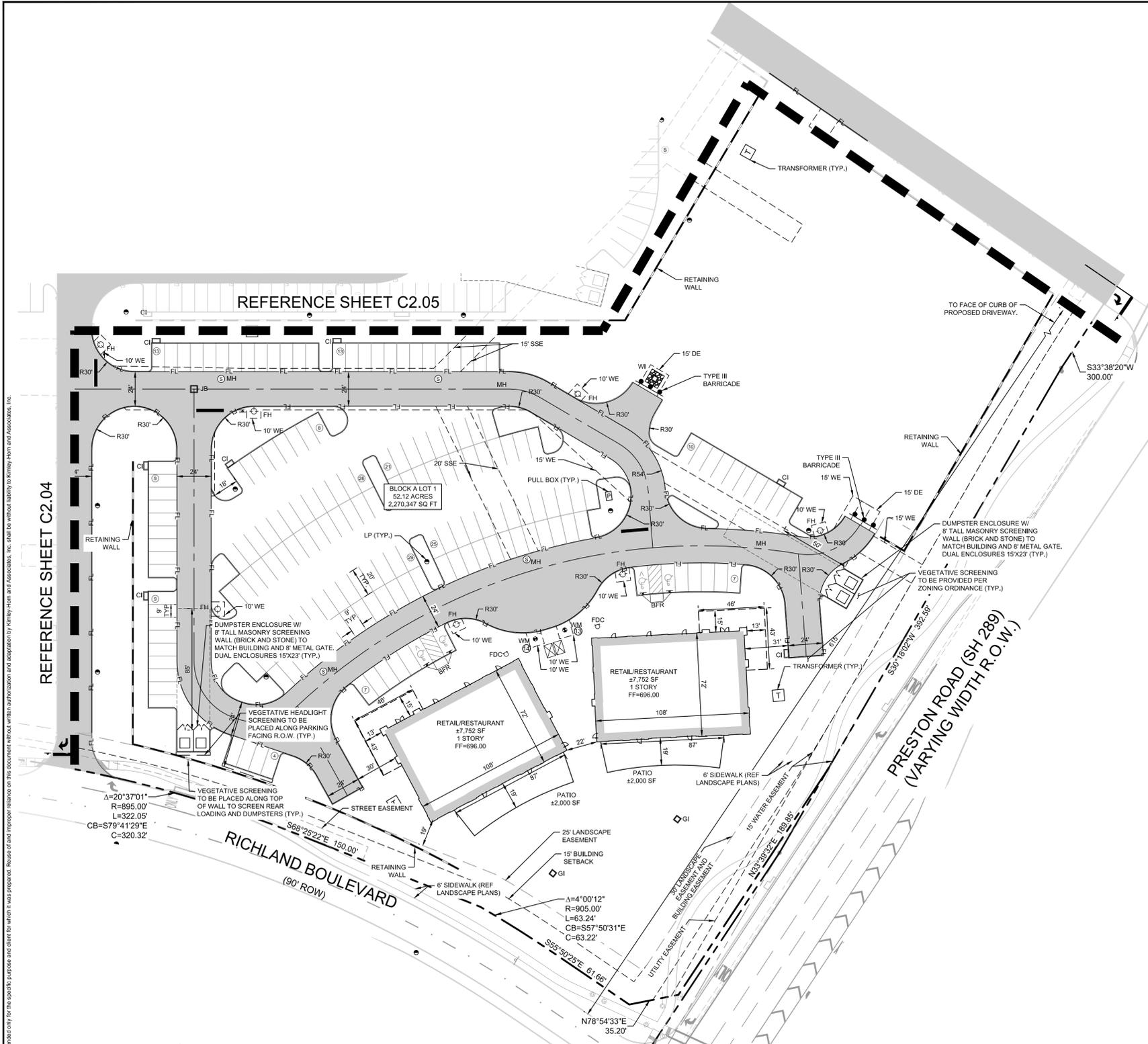
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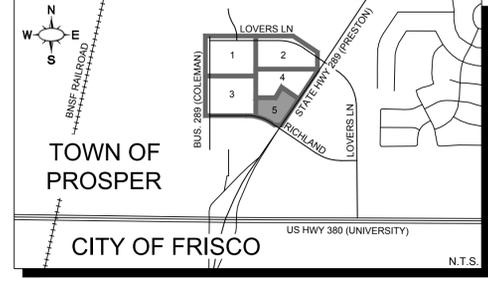
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BARRIER FREE RAMP (BFR)	ACCESSIBLE PARKING SYMBOL	CI	LIGHT POLE (LP)
NUMBER OF PARKING SPACES	NUMBER OF PARKING SPACES	CI	VEGETATIVE SCREENING TO BE PLACED ALONG TOP OF WALL TO SCREEN REAR LOADING AND DUMPSTERS (TYP.)
WM (W)	WATER METER (AND VAULT)	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
FH	FIRE HYDRANT	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
FDC	FIRE DEPARTMENT CONNECTION	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
SM	SANITARY SEWER MANHOLE	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
BFR	BARRIER FREE RAMP SYMBOL (REF SHEET C4-06)	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
T	TRANSFORMER	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
CI	CURB INLET	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
WE	WATER EASEMENT	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
DE	DRAINAGE EASEMENT	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
BFR	BARRIER FREE RAMP	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
BL	BUILDING LINE/SETBACK	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
CI	CURB INLET	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
GI	GRATE INLET	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
WI	WYE INLET	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
JB	JUNCTION BOX	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
MH	MANHOLE	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
EX	EXISTING	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
PROP	PROPOSED	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
SG	SWITCHGEAR	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)
P	PULL BOX	CI	VEGETATIVE SCREENING TO BE PROVIDED PER ZONING ORDINANCE (TYP.)

TOWN 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.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE. ANY ADDITIONAL ENCLOSURES WILL REQUIRE REAPPROVAL BY TOWN STAFF.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
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 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
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VICINITY AND KEY MAP



**SITE PLAN
GATES OF PROSPER, PHASE 2
BLOCK A, LOT 1
D19-0054**

*Being 52.12 Acres Out Of The
BEN RENNISON SURVEY Abstract No. 755
JOHN YARNELL SURVEY Abstract No. 1038
COLLIN COUNTY SCHOOL LAND NO. 12 SURVEY
Abstract No. 147*

Town of Prosper, Collin County, Texas
Submitted: 6/17/2019
Resubmitted: 7/31/2019

Owner: 380 & 289 LP
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Owner: 183 Land Corporation Inc.
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor: Kimley-Horn and Associates, Inc.
280 East Davis Street, Suite 100
McKinney, Texas 75069
Contact: Joe Riccardi, P.E.
Phone: (469)-301-2580

SHEET NUMBER
C2.0

SITE PLAN

LEGEND:

B-B	BACK-TO-BACK OF CURB
F.A.D.U.E.	FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY
ROW	RIGHT OF WAY
[Symbol]	1" IRRIGATION METER
[Symbol]	1" DOMESTIC METER

- NOTES:**
- ALL DIMENSIONS TO FACE OF CURB.
 - NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE (LOT 1).

WATER METER TABLE

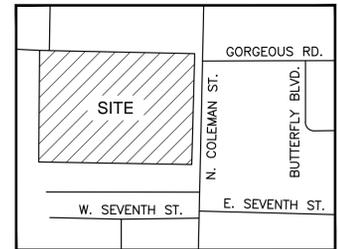
ID	TYPE	SIZE	NO.	SAN. SEWER
1	DOMESTIC	1"	1	1-6"
2	IRRIGATION	1"	1	N/A

0.205 ACRES
BLOCK A, LOT 3
COMMON AREA LOT
GOODWILL PROSPER ADDITION

9.2956 AC
JAMES E. ROWLAND
VOL. 3402, PG. 451
O.P.R.C.C.T.
LAND USE: UNDEVELOPED
FUTURE LAND USE PLAN:
RETAIL & NEIGHBORHOOD SERVICES, FLOODPLAIN
ZONING: SF-15 SINGLE FAMILY

CONCRETE PAVERS ADJACENT TO
CURB RAMPS, COLOR & PATTERN
SELECTED BY TOWN OF PROSPER,
SEE CIVIL PLANS FOR DETAILS

LOT 1R, BLOCK 1
PROSPER HIGH SCHOOL &
MIDDLE SCHOOL ADDITION
CCCF# 2013-377
P.R.C.C.T.
LAND USE: REYNOLDS MIDDLE SCHOOL
FUTURE LAND USE PLAN:
OLD TOWN PUBLIC
ZONING: SF-15 SINGLE FAMILY



SITE DATA SUMMARY TABLE

ITEM	TRACT A
ZONING, EXISTING	PD-96
FUTURE LAND USE PLAN DESIGNATION	OLD TOWN RETAIL
PROPOSED USE	RETAIL STORE & DONATION RECEIVING CENTER
LOT AREA (ROW DEDICATIONS EXCLUDED)	71,857 SF (1.650 ACRES)
BUILDING AREA (SQ. FT)	16,361 SF
BUILDING HEIGHT (FT & #STORIES)	26'-6", 1 STORY
LOT COVERAGE	22.77%
FLOOR AREA RATIO	0.23
INTERIOR LANDSCAPING REQUIRED	900 SF
INTERIOR LANDSCAPING PROVIDED	5,403 SF
IMPERVIOUS SURFACE AREA	56,708 SF
OPEN SPACE REQUIRED (7% OF LOT AREA)	5,030 SF
OPEN SPACE PROVIDED	5,779 SF
PARKING	
PARKING, RETAIL AREA 11,799 SF	1 SPACE / 250 SF, 11,799 SF / 250 SF = 47 SPACES
PARKING, STORAGE AREA 4,562 SF	2 SPACE / 1000 SF, 4,562 SF / 1,000 SF = 5 SPACES
TOTAL PARKING REQUIRED	52 SPACES
TOTAL PARKING PROVIDED	60 SPACES
ACCESSIBLE PARKING SPACE REQUIRED	3 ACCESSIBLE SPACES INCLUDING 1 VAN SPACE
ACCESSIBLE PARKING SPACE PROVIDED	3 ACCESSIBLE SPACES INCLUDING 1 VAN SPACE

SITE-PLAN NOTES:

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OWNER:
GOODWILL INDUSTRIES OF NORTHEAST TEXAS, INC.
FRANK PURDOM, PRESIDENT & CEO
2206 E. LAMAR ST., SHERMAN, TX 7509-6502, PHONE: 903-893-3145

APPLICANT:
FRANK PURDOM, PRESIDENT & CEO
2206 E. LAMAR ST., SHERMAN, TX 75090, PHONE: 903-893-3145

SURVEYOR:
UNDERWOOD DRAFTING & SURVEYING, INC.
DOUGLAS W. UNDERWOOD, R.P.L.S.
3404 INTERURBAN RD., DENISON, TX 75021, PHONE: 903-465-2151

SITE PLAN
GOODWILL PROSPER ADDITION
BLOCK A, LOT 1
TOWN PROJECT # D19-0055
JULY 26, 2019
1.943 GROSS ACRES
1.650 NET ACRES



Freeman-Millican, Inc.
ENGINEERS - ARCHITECTS - PLANNERS

12160 N. ABRAMS RD., STE. 508 DALLAS, TX 75243 PH: 214.503.0555
TEXAS REGISTERED ENGINEERING FIRM F-2827 TEXAS REGISTERED ARCHITECTURE FIRM BR1360
TEXAS PROFESSIONAL LAND SURVEYING FIRM REGISTRATION NO. 10116400

THIS PLAN SHEET IS
ISSUED FOR INTERIM
REVIEW ONLY AND IS
NOT FOR BIDDING,
CONSTRUCTION OR
PERMIT PURPOSES.

PREPARED BY:
VICTOR ACUY, P.E.
NO. 114152 ON 07.26.2019

BENCHMARKS:
BM1: "X" ON SOUTHEAST CORNER OF CONCRETE STORM
SEWER INLET NEAR SOUTHEAST CORNER OF
COLEMAN ST. & GORGEOUS RD.
N: 7,138,522.008;
E: 2,487,617.734;
ELEV: 671.70

BM2: NORTH RIM OF SANITARY SEWER MANHOLE AT THE
SOUTHEAST CORNER OF PROSPER MONTESSORI
PROPERTY
N: 7,138,146.317;
E: 2,487,758.888;
ELEV: 671.40



GOODWILL INDUSTRIES OF NORTHEAST TEXAS
PROSPER RETAIL STORE & DONATION CENTER

SITE PLAN

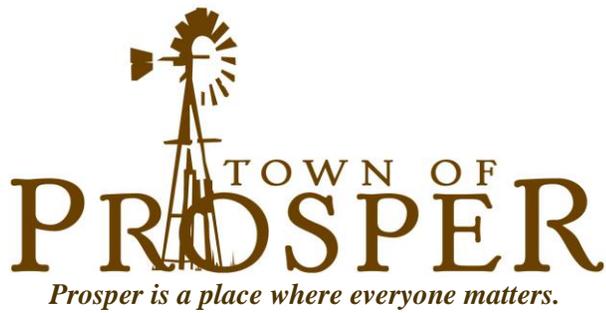
PROJECT PHASE: DESIGN

No.	DATE	REVISION	BY

PROJECT No. 18025

DESIGNED:	VLA
DRAWN:	LSB
CHECKED:	JDG

SHEET
C1.2
SHEET 7 OF 29



To: Mayor and Town Council
From: Kelly Neal, CGFO, CPM, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Submission of the FY 2019-2020 Proposed Budget and Budget Message by the Town Manager.

Description of Agenda Item:

In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Proposed Budget and Budget Message for Fiscal Year 2019-2020. The FY 2019-2020 Proposed Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

Town Staff Recommendation:

Town staff has submitted the FY 2019-2020 Proposed Budget and Budget Message under separate cover to the Town Council for review.



FINANCE

To: Mayor and Town Council
From: Kelly Neal, CGFO, CPM, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider accepting submission of the 2019 effective tax rate of \$0.494939 per \$100 taxable value and the rollback tax rate of \$0.530272 per \$100 taxable value.

Description of Agenda Item:

State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their effective and rollback tax rates and the notice-and-hearing limit for the upcoming fiscal year. The effective tax rate will produce the same amount of tax revenue if applied to the same properties in both years. The rollback rate is the highest tax rate the Town can set before taxpayers can initiate rollback procedures.

All taxing units that levied property taxes in 2018 and intend to levy them in 2019 must calculate an effective tax rate and a rollback tax rate. Although the actual calculation is more detailed, the Town's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The effective tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise eight percent of the prior year's operating and maintenance money, plus the necessary debt rate.

State law also requires municipalities to publish the effective and rollback tax rates, and to hold two public hearings if the proposed tax rate exceeds the lower of the effective or rollback tax rate. Because the Town's proposed tax rate of \$0.520000 is higher than the effective tax rate of \$0.494939, the Town is required to hold two public hearings on the tax rate.

Attached Documents:

1. 2019 Effective Tax Rate Worksheet

Town Staff Recommendation:

Town staff recommends that the Town Council accept the submission of the 2019 effective tax rate of \$0.494939 per \$100 taxable value and the rollback tax rate of \$0.530272 per \$100 taxable value.

Proposed Motion:

I move to accept the submission of the 2019 effective tax rate of \$0.494939 per \$100 taxable value and the rollback tax rate of \$0.530272 per \$100 taxable value.

2019 Tax Rate Calculation Worksheet

Date: 08/05/2019 05:05 PM

Taxing Units Other Than School Districts or Water Districts

Item 11.

Town of Prosper

972-346-2640

Taxing Unit Name

Phone (area code and number)

121 W. Broadway, Prosper, TX 75078

www.prospertx.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet.

This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)	
The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.	
The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.	
Effective Tax Rate Activity	Amount/Rate
1. 2018 total taxable value. Enter the amount of 2018 taxable value on the 2018 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$4,007,238,827
2. 2018 tax ceilings. Counties, cities and junior college districts. Enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$278,562,961
3. Preliminary 2018 adjusted taxable value. Subtract Line 2 from Line 1.	\$3,728,675,866
4. 2018 total adopted tax rate.	\$0.520000/\$100
5. 2018 taxable value lost because court appeals of ARB decisions reduced 2018 appraised value.	
A. Original 2018 ARB Values.	\$36,399,848
B. 2018 values resulting from final court decisions.	\$30,316,118
C. 2018 value loss. Subtract B from A. ³	\$6,083,730
6. 2018 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$3,734,759,596
7. 2018 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2018. Enter the 2018 value of property in deannexed territory. ⁴	\$0
8. 2018 taxable value lost because property first qualified for an exemption in 2019.	

<p>Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.</p> <p>A. Absolute exemptions. Use 2018 market value:</p> <p>B. Partial exemptions. 2019 exemption amount or 2019 percentage exemption times 2018 value:</p> <p>C. Value loss. Add A and B.⁵</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">Item 11.</div> <p style="text-align: right;">\$17,226,814</p> <p style="text-align: right;">\$40,903,341</p> <p style="text-align: right;">\$58,130,155</p>
<p>9. 2018 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2019. Use only properties that qualified in 2019 for the first time; do not use properties that qualified in 2018.</p> <p>A. 2018 market value:</p> <p>B. 2019 productivity or special appraised value:</p> <p>C. Value loss. Subtract B from A.⁶</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p>
<p>10. Total adjustments for lost value. Add lines 7, 8C and 9C.</p>	<p style="text-align: right;">\$58,130,155</p>
<p>11. 2018 adjusted taxable value. Subtract Line 10 from Line 6.</p>	<p style="text-align: right;">\$3,676,629,441</p>
<p>12. Adjusted 2018 taxes. Multiply Line 4 by Line 11 and divide by \$100.</p>	<p style="text-align: right;">\$19,118,473</p>
<p>13. Taxes refunded for years preceding tax year 2018. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2018. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018.⁷</p>	<p style="text-align: right;">\$15,525</p>
<p>14. Taxes in tax increment financing (TIF) for tax year 2018. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0.⁸</p>	<p style="text-align: right;">\$355,679</p>
<p>15. Adjusted 2018 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.⁹</p>	<p style="text-align: right;">\$18,778,319</p>
<p>16. Total 2019 taxable value on the 2019 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled.¹⁰</p> <p>A. Certified values:</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office:</p> <p>C. Pollution control and energy storage system exemption : Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:</p> <p>D. Tax increment financing: Deduct the 2019 captured appraised value of property taxable</p>	<p style="text-align: right;">\$4,411,400,248</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <div style="border: 1px solid black; padding: 5px; text-align: center;">Page 77</div>

by a taxing unit in a tax increment financing zone for which the 2019 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	Item 11.
E. Total 2019 value. Add A and B, then subtract C and D.	\$4,345,431,730
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2019 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$198,730,513
B. 2019 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$0
C. Total value under protest or not certified: Add A and B.	\$198,730,513
18. 2019 tax ceilings. Counties, cities and junior colleges enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$335,094,744
19. 2019 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$4,209,067,499
20. Total 2019 taxable value of properties in territory annexed after Jan. 1, 2018. Include both real and personal property. Enter the 2019 value of property in territory annexed. ¹⁶	\$367,649
21. Total 2019 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2018. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2018, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2019. ¹⁷	\$414,634,110
22. Total adjustments to the 2019 taxable value. Add Lines 20 and 21.	\$415,001,759
23. 2019 adjusted taxable value. Subtract Line 22 from Line 19.	\$3,794,065,740
24. 2019 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.494939/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2019 county effective tax rate. ¹⁹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c) and (d)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

¹³Tex. Tax Code Section 26.01(c)

¹⁴Tex. Tax Code Section 26.01(d)

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

Item 11.

SECTION 2: Rollback Tax Rate

Item 11.

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
26. 2018 maintenance and operations (M&O) tax rate.	\$0.367500/\$100
27. 2018 adjusted taxable value. Enter the amount from Line 11.	\$3,676,629,441
28. 2018 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$13,511,613
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2018. Enter amount from full year's sales tax revenue spent for M&O in 2018 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2018: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018.	\$10,966
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0.	\$251,369
H. Adjusted M&O Taxes. Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$

29. 2019 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$3,704,065,740
30. 2019 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.349789/\$100 <i>Item 11.</i>
31. 2019 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.377772/\$100
32. Total 2019 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount. B. Subtract unencumbered fund amount used to reduce total debt. C. Subtract amount paid from other resources. D. Adjusted debt. Subtract B and C from A.	\$7,022,741 \$603,911 \$0 \$6,418,830
33. Certified 2018 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2019 debt. Subtract Line 33 from Line 32D.	\$6,418,830
35. Certified 2019 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2019 debt adjusted for collections. Divide Line 34 by Line 35	\$6,418,830
37. 2019 total taxable value. Enter the amount on Line 19.	\$4,209,067,499
38. 2019 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.152500/\$100
39. 2019 rollback tax rate. Add Lines 31 and 38.	\$0.530272/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2019 county rollback tax rate.	

SECTION 3: Additional Sales Tax to Reduce Property Taxes

Item 11.

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Activity	Amount/Rate
<p>41. Taxable Sales. For taxing units that adopted the sales tax in November 2018 or May 2019, enter the Comptroller's estimate of taxable sales for the previous four quarters.²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2018, skip this line.</p>	\$0
<p>42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.²¹</p> <p>Taxing units that adopted the sales tax in November 2018 or in May 2019. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.²²</p> <p>- or -</p> <p>Taxing units that adopted the sales tax before November 2018. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</p>	\$0
<p>43. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.</p>	\$4,209,067,499
<p>44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.</p>	\$0/\$100
<p>45. 2019 effective tax rate, unadjusted for sales tax.²³ Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.</p>	\$0.494939/\$100
<p>46. 2019 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2018 or in May 2019. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2018.</p>	\$0.494939/\$100
<p>47. 2019 rollback tax rate, unadjusted for sales tax.²⁴ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.</p>	\$0.530272/\$100
<p>48. 2019 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.</p>	\$0.530272/\$100

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

²⁰Tex. Tax Code Section 26.041(d)

²¹Tex. Tax Code Section 26.041(i)

²²Tex. Tax Code Section 26.041(d)

²³Tex. Tax Code Section 26.04(c)

²⁴Tex. Tax Code Section 26.04(c)

SECTION 4: Additional Rollback Protection for Pollution Control

Item 11.

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Additional Rollback Protection for Pollution Control Activity	Amount/Rate
49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ²⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ²⁶	\$0
50. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$4,209,067,499
51. Additional rate for pollution control. Divide Line 49 by Line 50 and multiply by \$100.	\$0/\$100
52. 2019 rollback tax rate, adjusted for pollution control. Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).	\$0.530272/\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	\$0.494939
Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	\$0.530272
Rollback tax rate adjusted for pollution control (Line 52)	\$0.530272

SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

print here Karen Thier

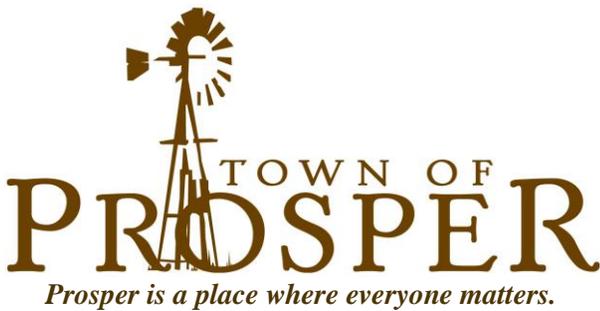
Printed Name of Taxing Unit Representative

sign here Karen Thier
 Taxing Unit Representative

8/05/2019
 Date

²⁵Tex. Tax Code Section 26.045(d)

²⁶Tex. Tax Code Section 26.045(i)



To: Mayor and Town Council
From: Kelly Neal, CGFO, CPM, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon a proposed FY 2019-2020 property tax rate.

Description of Agenda Item:

This agenda item is to set the proposed tax rate to publish for consideration. According to Section 26.05(d) of the Property Tax Code, the Town is required to hold two public hearings and publish a newspaper ad **if** proposing to consider a tax rate that exceeds the effective rate or rollback rate, whichever is lower. The rate the Town finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes. **This item requires a record vote.**

Budget Impact:

Cost to publish the notice is budgeted, if required.

Town Staff Recommendation:

Town staff recommends that the Town Council propose a rate of \$0.52 per \$100 in valuation.

If making your motion according to staff's recommendation, please use the following:

Proposed Motion:

I move to place a proposal to adopt a FY 2019-2020 tax rate of fifty-two cents (\$0.52) per one hundred dollars (\$100) of valuation on the September 10, 2019, Town Council Agenda.

FINANCE



To: Mayor and Town Council
From: Kelly Neal, CGFO, CPM, Finance Director
From: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon scheduling Public Hearings on the FY 2019-2020 Proposed Budget.

Description of Agenda Item:

Chapter 102 of the Texas Local Government Code requires the Town to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

The budget hearings are recommended to be scheduled on the same days as the public hearings on the proposed tax rate.

August 27 is a regular meeting date and September 5 is a special called meeting date of the Town Council. These dates meet the Public Hearing requirements of the Local Government Code. Given the timelines for publishing in the Prosper Press, staff will be submitting the notice of the public hearings on the proposed budget to print in the August 14 Prosper Press.

Budget Impact:

The cost to publish the notice is budgeted.

Town Staff Recommendation:

Town staff recommends that the Town Council approve the proposed schedule for Public Hearings on the FY 2019-2020 Proposed Budget.

Proposed Motion:

I move to schedule Public Hearings on the FY 2019-2020 Proposed Budget for August 27, 2019, at 6:15 p.m., and September 5, 2019, at 5:45 p.m., with each meeting taking place in the Council Chambers of Prosper Town Hall, located at 200 S Main, Prosper, TX.

FINANCE



To: Mayor and Town Council

From: Kelly Neal, CGFO, CPM, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon scheduling Public Hearings for the FY 2019-2020 proposed tax rate.

Description of Agenda Item:

Section 26.05(d) of the Texas Property Tax Code requires taxing entities to hold two public hearings and publish newspaper ads before adopting a tax rate that exceeds the effective rate or rollback rate, whichever is lower.

If the Council votes to propose the recommended tax rate of \$0.52 per \$100 valuation, this item will need to be acted on by setting the public hearings and publishing a notice in the local newspaper. A quorum must be present at each public hearing. As specified in the notice requirements set out in SB 1510, a draft notice is attached.

August 27 is a regular meeting date and September 5 is a special called meeting date of the Town Council. Hearings on these dates satisfy Texas Property Tax Code requirements.

If the Council votes to propose a tax rate equal to or less than \$0.494939 per \$100 valuation, the effective tax rate, then the public hearings and publications are not necessary and this item requires no action.

Budget Impact:

The cost to publish the notices is included in the budget.

Attached Documents:

1. Notice of 2019 Tax Year Proposed Property Tax Rate.

Town Staff Recommendation:

Town staff recommends that the Town Council:

If the proposed rate is the recommended \$0.52 or otherwise exceeds the effective tax rate, which is \$0.494939 per \$100 valuation, please use the following:

Proposed Motion:

I move to set the Public Hearings on the proposal to increase total tax revenues and the proposed tax rate of \$0.52 per \$100 in valuation for August 27, 2019, at 6:15 p.m., and

September 5, 2019, at 5:45 p.m., with each meeting taking place in the Court
Chambers of Prosper Town Hall, located at 200 S. Main, Prosper, TX.

Item 14.

If the proposed rate is equal or less than the effective tax rate, please:

Take no action on this item, provided the rate proposed is equal to or lower than the effective tax rate. In such case, public hearings are not required.

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR TOWN OF PROSPER

Item 14.

A tax rate of \$0.520000 per \$100 valuation has been proposed for adoption by the governing body of Town of Prosper. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Town of Prosper proposes to use revenue attributable to the tax rate increase for the purpose of funding additional public safety, streets, and parks workforce along with needed enhancements in the Town's infrastructure.

PROPOSED TAX RATE	\$0.520000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.520000 per \$100
EFFECTIVE TAX RATE	\$0.494939 per \$100
ROLLBACK TAX RATE	\$0.530272 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Town of Prosper from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that Town of Prosper may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun
Tax Assessor-Collector
2300 Bloomdale Road
McKinney, TX 75071
972-547-5020
kmaun@collincountytx.gov
www.prospertx.gov

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 27, 2019 at 6:15 PM at Council Chambers of Prosper Town Hall, 200 S. Main, Prosper, TX 75078.

Second Hearing: September 5, 2019 at 5:45 PM at Council Chambers of Prosper Town Hall, 200 S. Main, Prosper, TX 75078.

**PARKS &
RECREATION**

To: Mayor and Town Council
From: Dudley Raymond, Director of Parks and Recreation
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Discussion on the Downtown Monument Sign.

Description of Agenda Item:

At the May 28, 2019, Town Council Meeting, Town Staff and Halff Associates presented different sketches and concepts for the Council to review and give staff direction. At that meeting, Town Council discussed the various designs, and provided direction to move forward with design 3.1.

Halff Associates have further refined design 3.1 based on previous feedback from Council.

The presentation was provided to Brown & Griffin for their input.

Budget Impact:

Funding for the construction documents and construction will be allocated from the \$300,000 escrowed by Brown & Griffin and other Town sources if needed.

Attached Documents:

1. Downtown Monument Sign Presentation

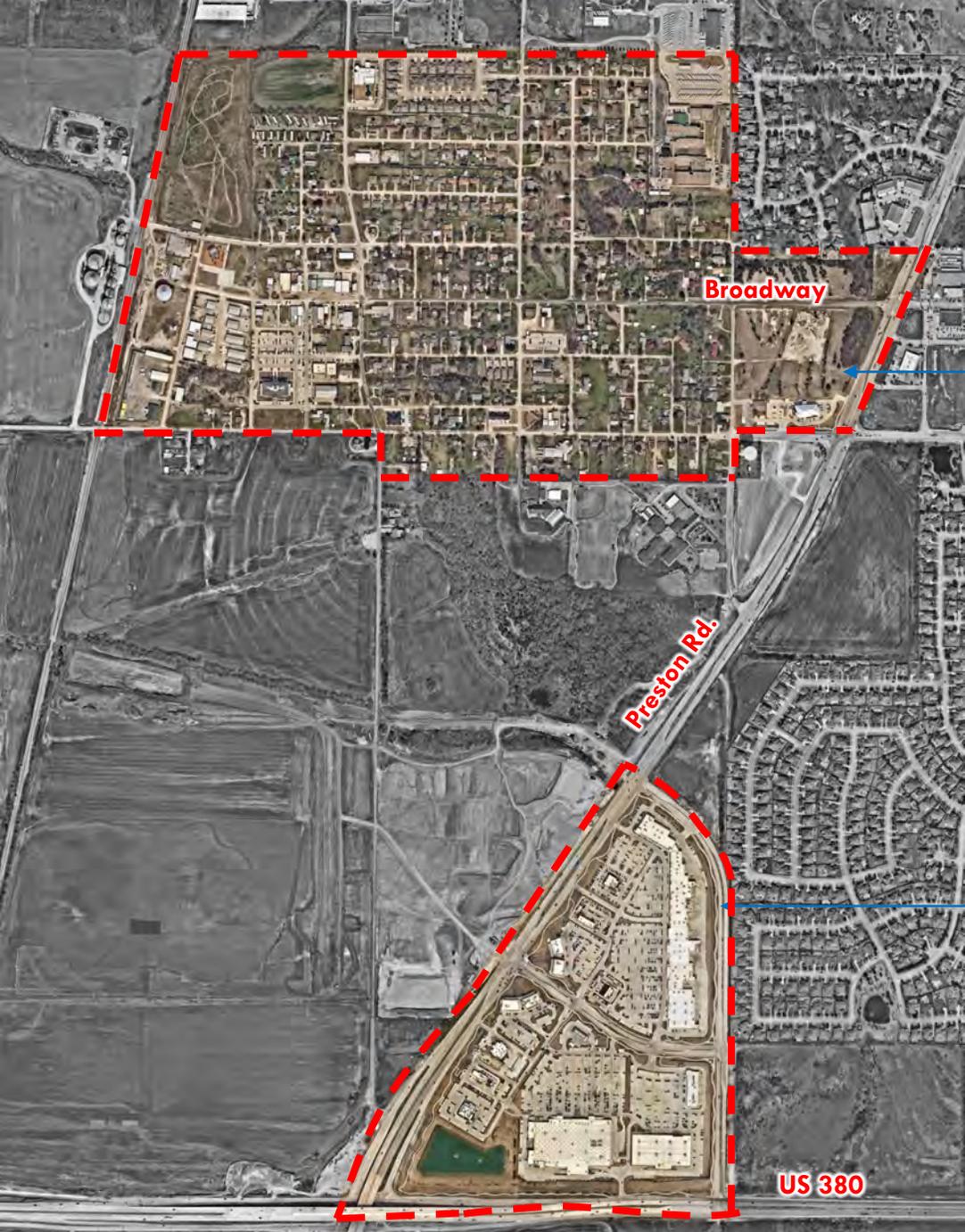
Town Staff Recommendation:

Town staff recommends that the Town Council discuss and provide final direction on the proposed concept and elements in regards to the Downtown Monument Sign project.

PROSPER, TX
DOWNTOWN SIGNAGE
DESIGN CONCEPTS

CONTEXT MAP

Item 15.

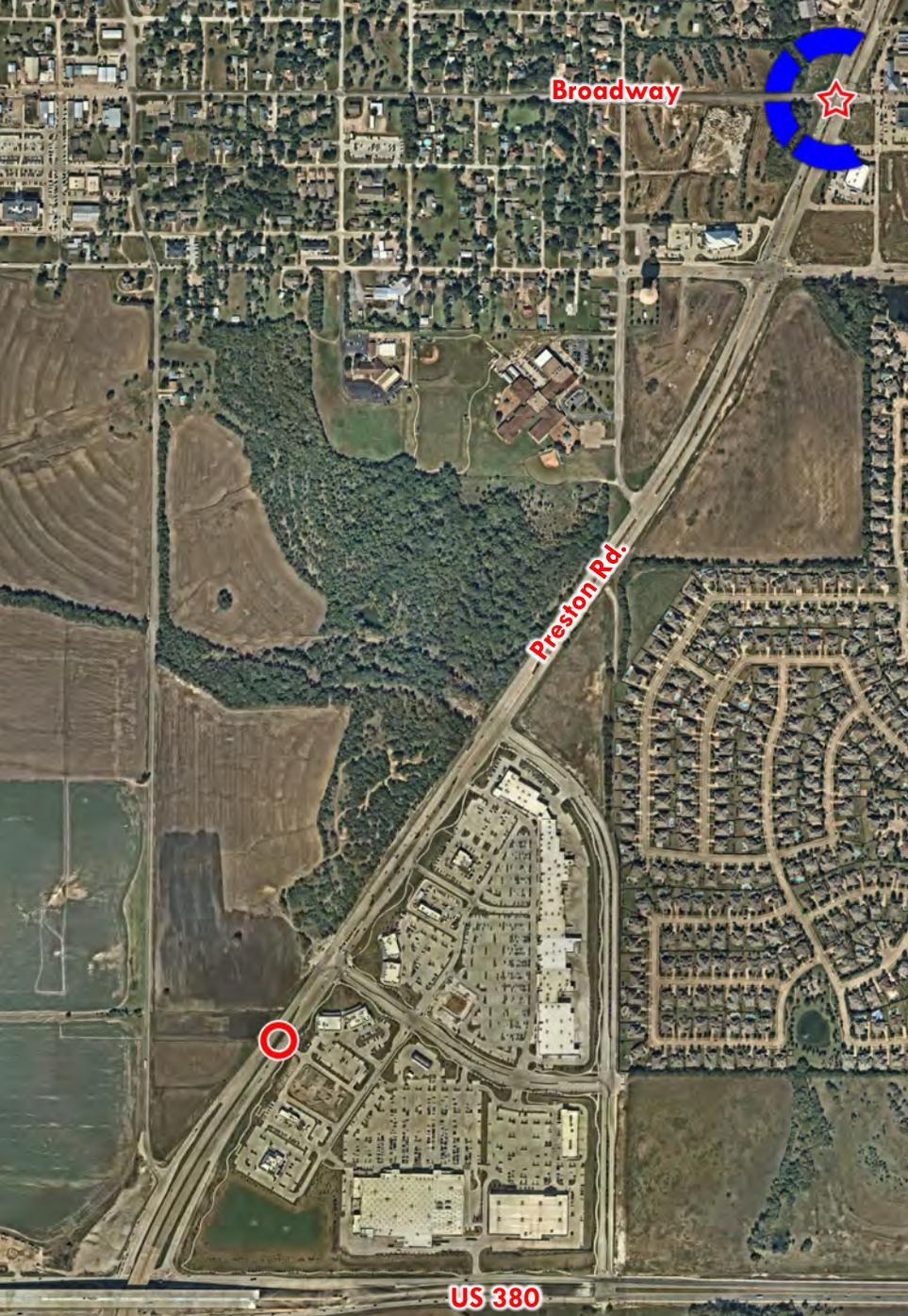


Downtown Prosper

Town Entry

TOWN GATEWAY

Item 15.

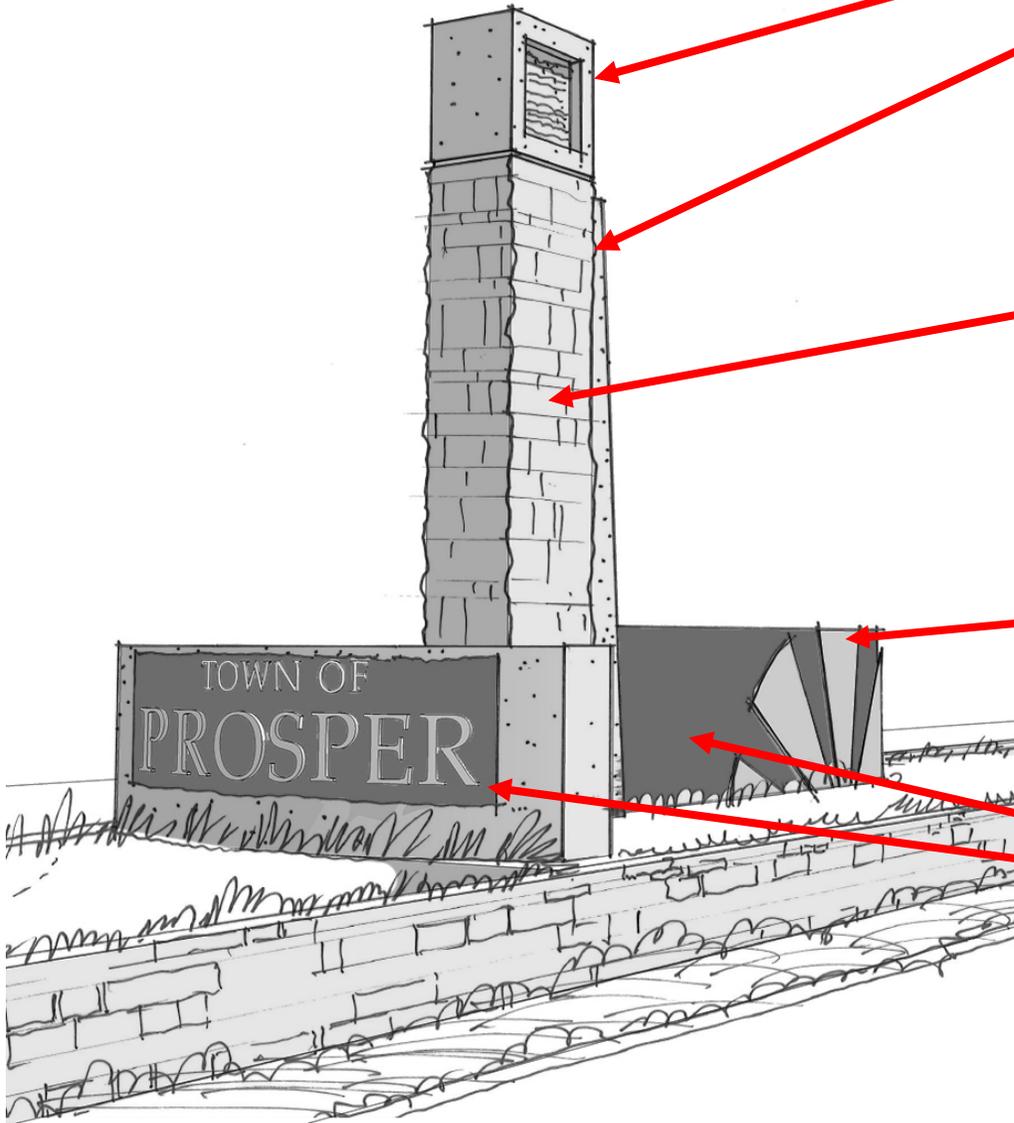


Entry Monument at Preston



Town Entry Sign

ENTRY MONUMENT AT PRESTON ROAD



Item 15.

Smooth Cut
Stone



Rough Cut
Stone



Brushed
Aluminum



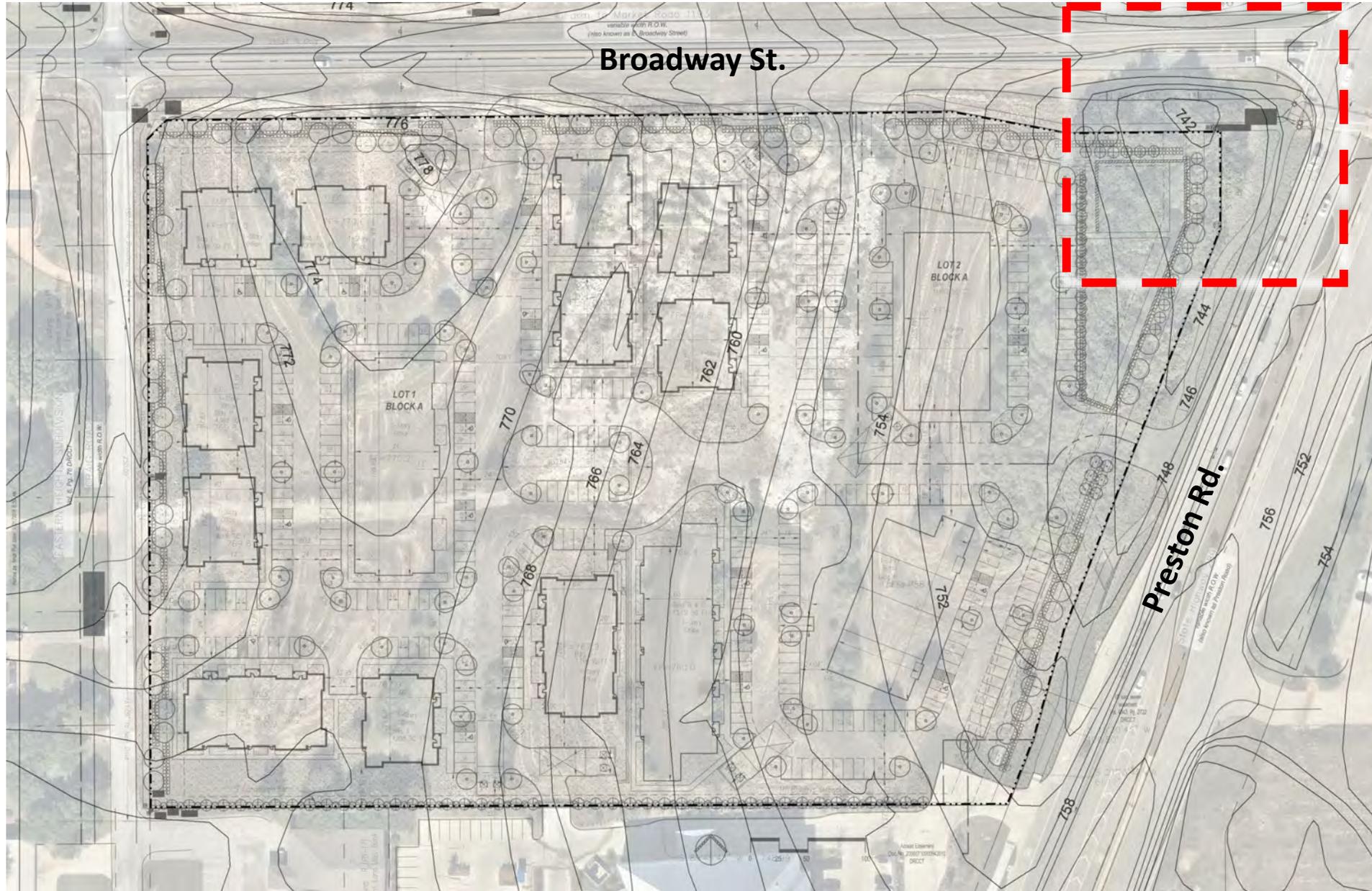
Corten Steel

Page 93

BROADWAY ST. & PRESTON RD.

STUDY AREA

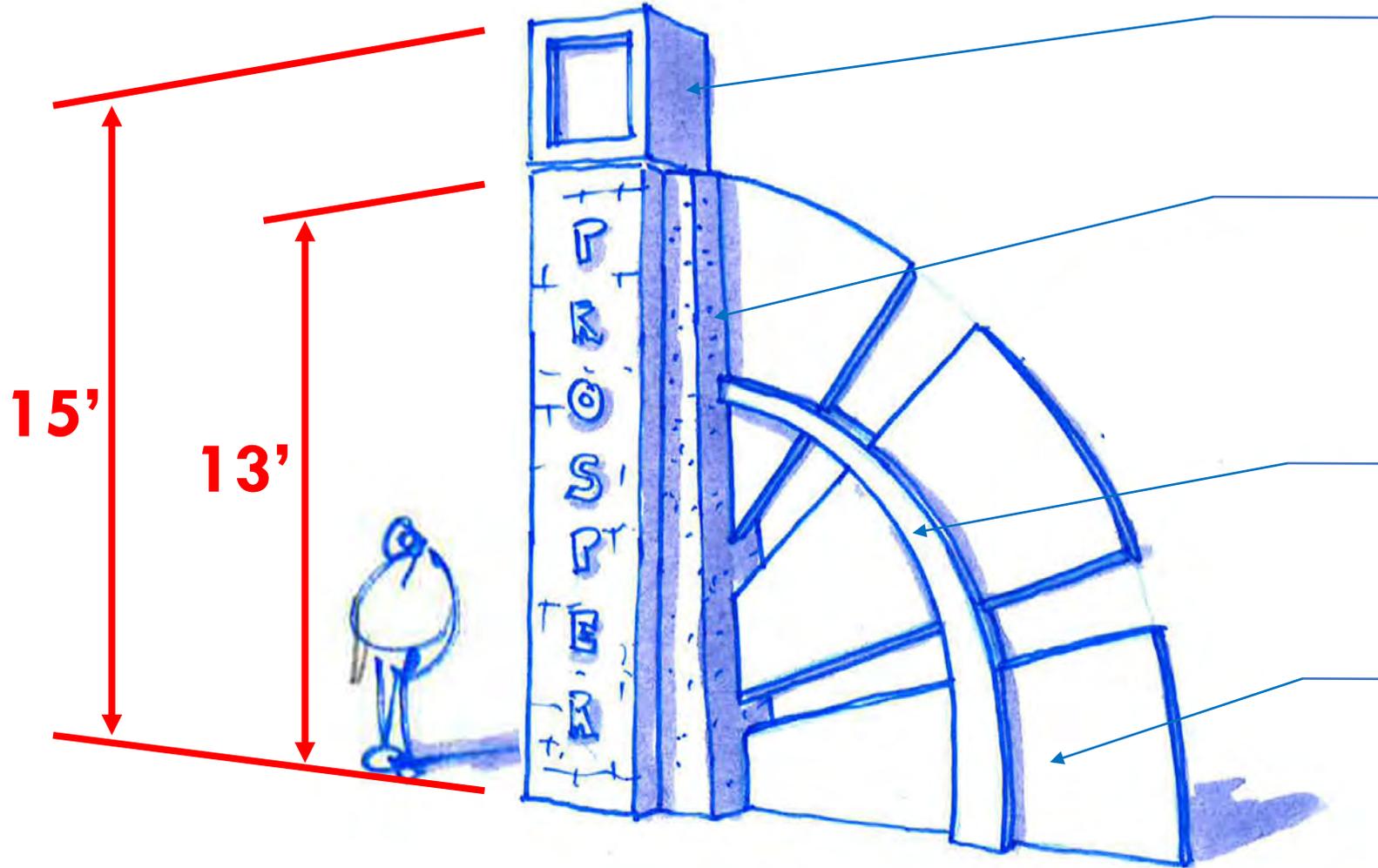
Item 15.



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CONCEPT SKETCH 3.1

PRELIMINARY COST ESTIMATE
\$275,000 Item 15.



Smooth Cut Stone



Rough Cut Stone



Brushed Aluminum



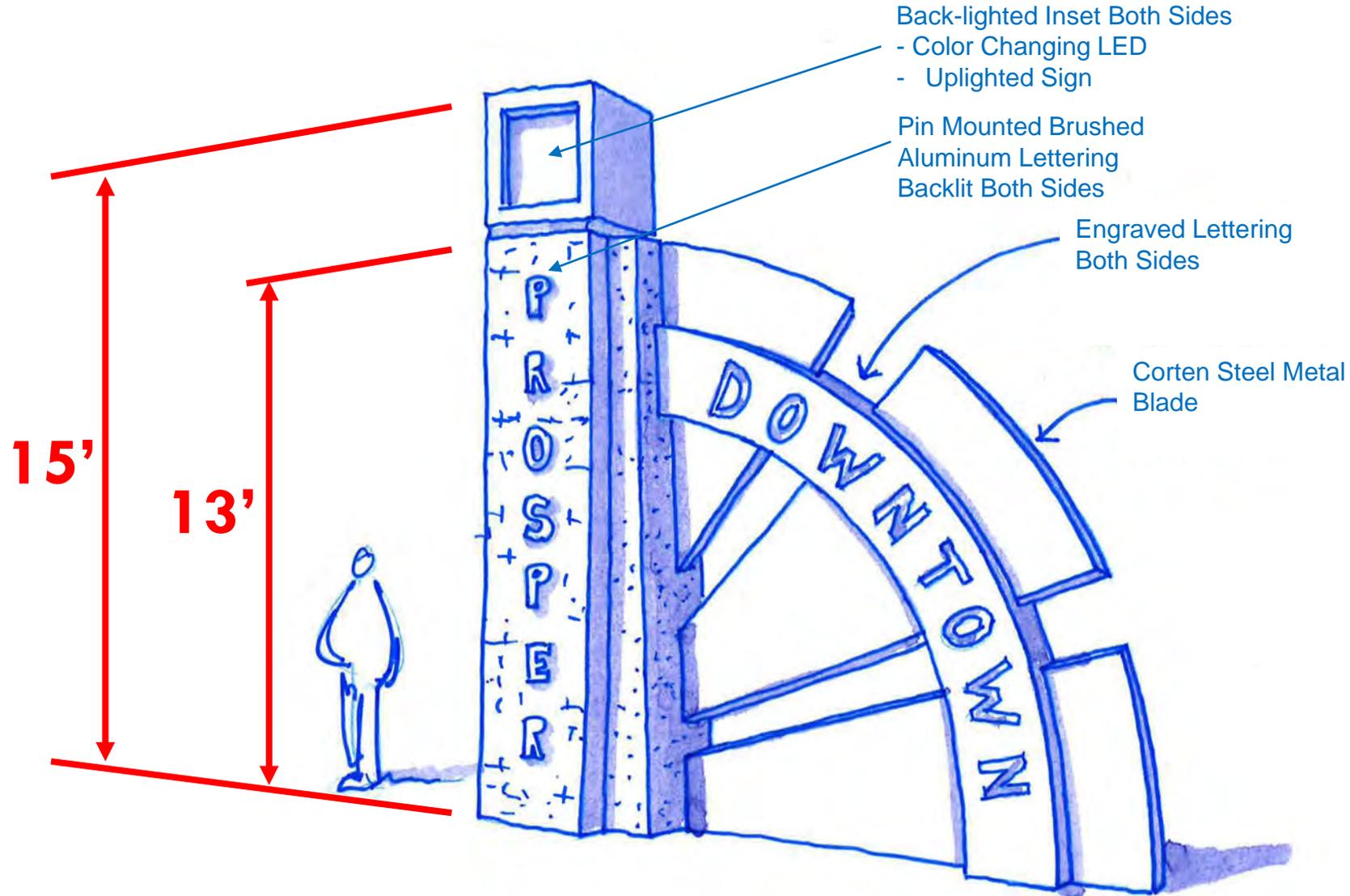
Corten Steel

Proposed estimate does not include: Soil Borings, or Engineering Costs.

CONCEPT SKETCH 3.1a

PRELIMINARY COST ESTIMATE: \$ 387,000
LANDSCAPE/HARDSCAPE: \$ 87,000
TOTAL: 387,000

Item 15.



Proposed estimate does not include: Soil Borings, or Engineering Costs.

Concept Sketch 3

Item 15.

Broadway St.

746

Secondary Monument Option

ADA Access Ramp with Decorative Bollards

Monument Location

Integral Color Concrete

Retaining/Seat Wall

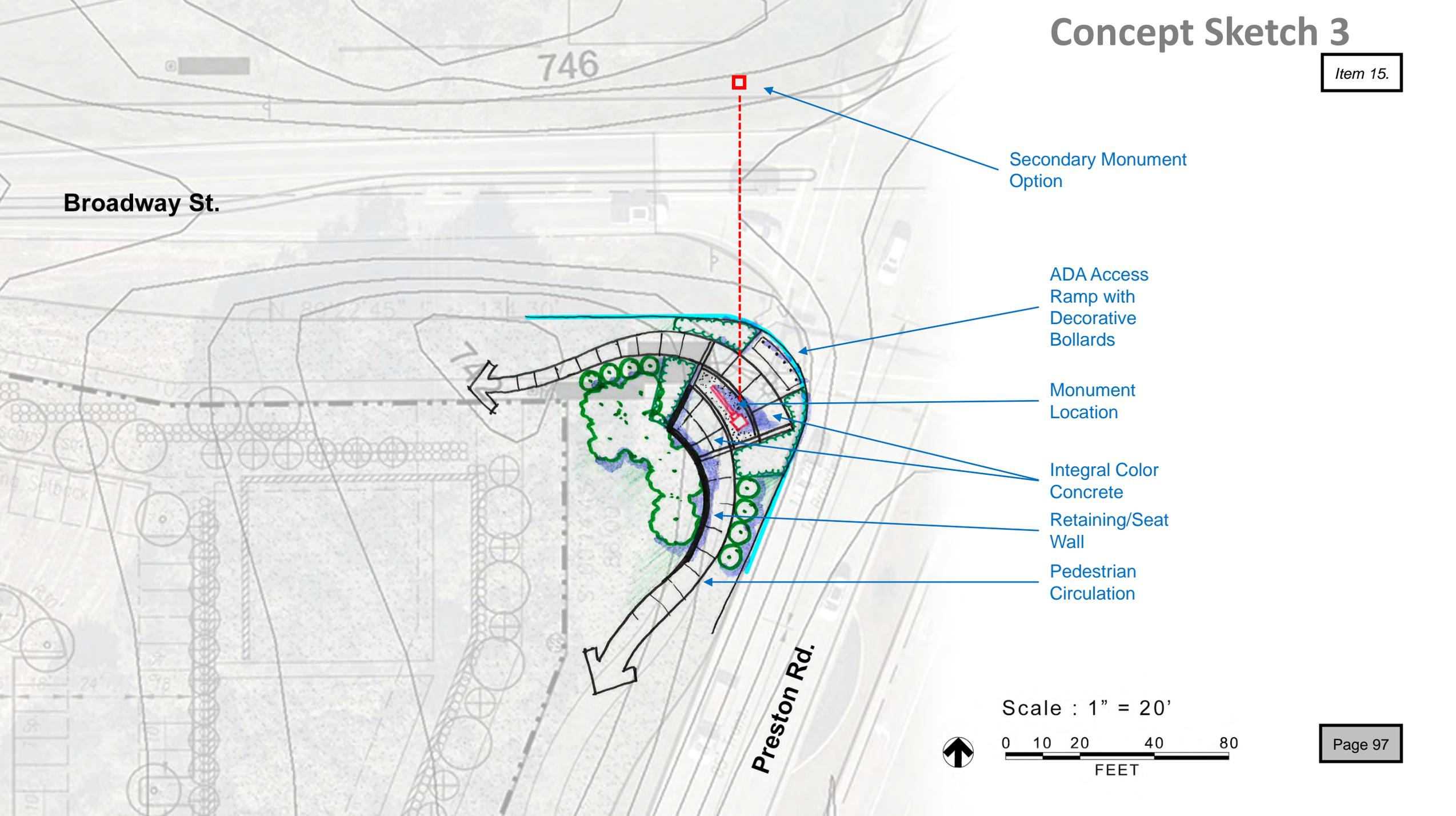
Pedestrian Circulation

Preston Rd.

Scale : 1" = 20'



Page 97



Concept Sketch 3

Original Option

Item 15.

Broadway St.

746

ADA Access Ramp with
Decorative Bollards

Traffic Light
to Remain

Monument
Location

Integral Color
Concrete

Retaining/Seat
Wall

Pedestrian
Circulation

Preston Rd.

Scale : 1" = 20'



Concept Sketch 3

Option 1

Item 15.

Broadway St.

746

Ornamental Tree
Shade Tree

ADA Access Ramp with
Decorative Bollards

Traffic Light
to Remain

Monument
Location

Stamped
Concrete

Retaining/Seat
Wall

Pedestrian
Circulation

Preston Rd.

Scale : 1" = 20'



Concept Sketch 3

Option 2

Item 15.

Broadway St.

746

Shade Tree

Ornamental Tree

ADA Access Ramp with Decorative Bollards

Traffic Light to Remain

Stamped Concrete

Monument Location

Retaining/Seat Wall

Pedestrian Circulation

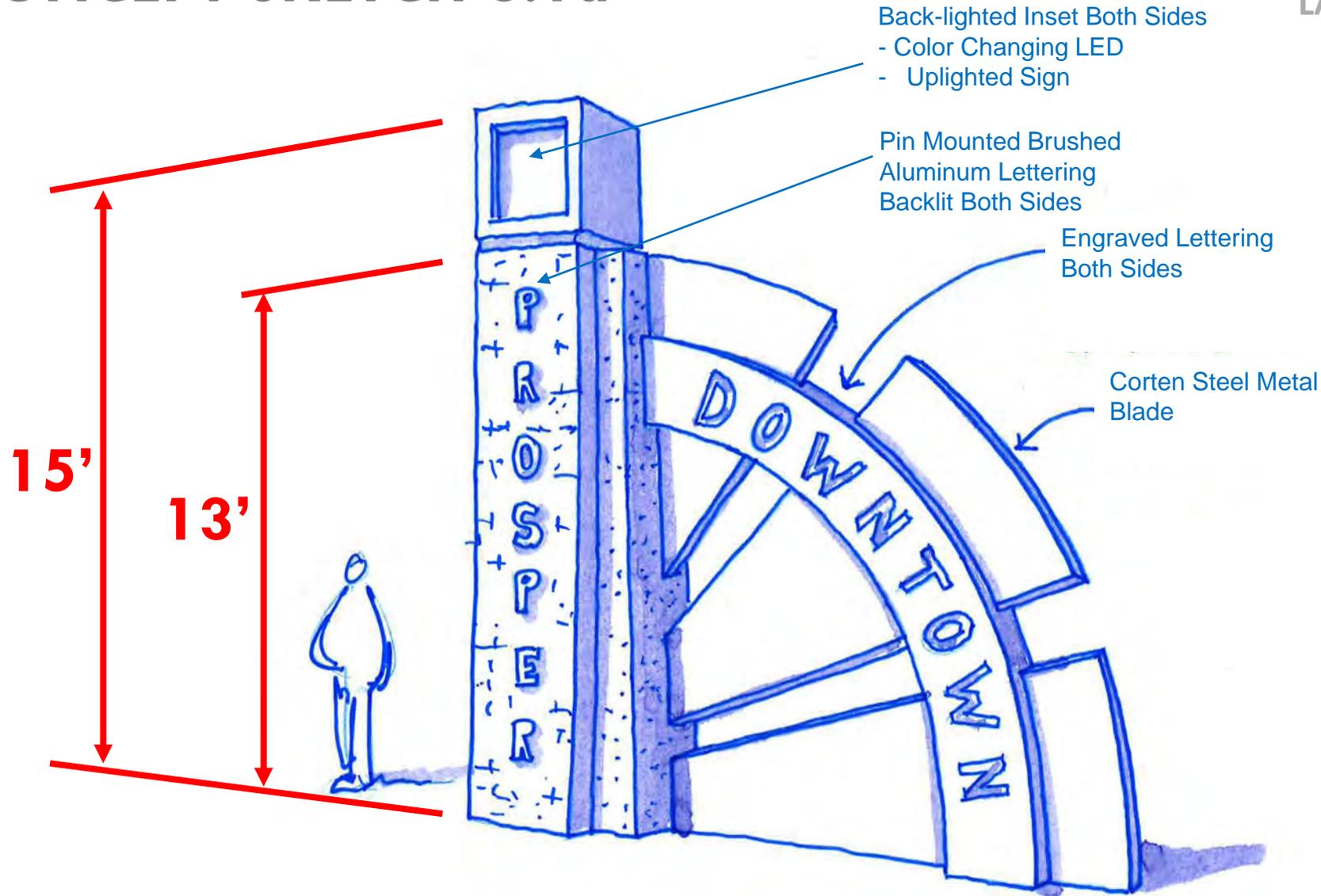
Scale : 1" = 20'



CONCEPT SKETCH 3.1a

PRELIMINARY COST ESTIMATE: \$ 387,000
LANDSCAPE/HARDSCAPE: \$ 87,000
TOTAL: 387,000

Item 15.



Proposed estimate does not include: Soil Borings, or Engineering Costs.

CONCEPT 3.1a

Item 15.

15'

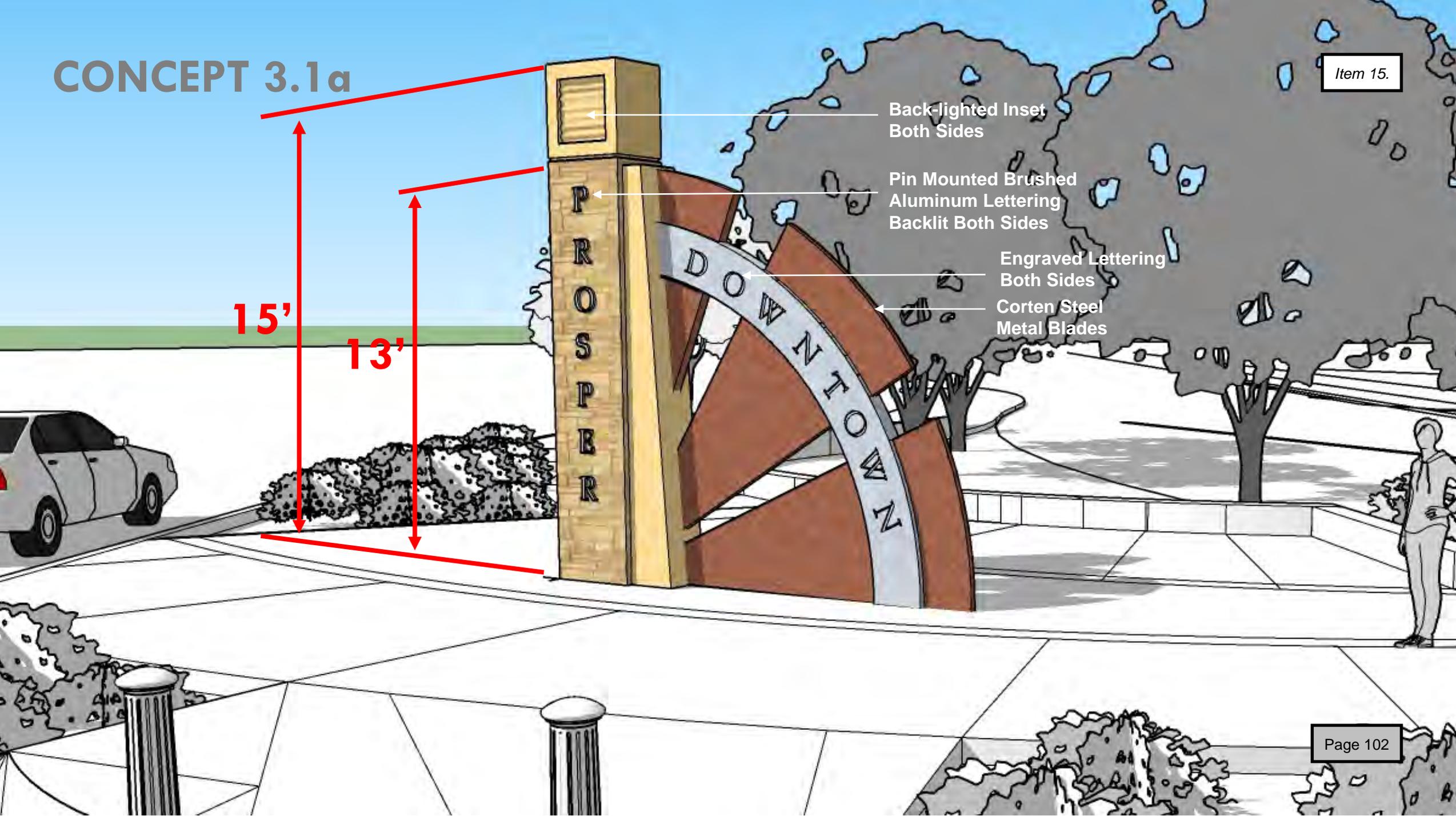
13'

Back-lighted Inset
Both Sides

Pin Mounted Brushed
Aluminum Lettering
Backlit Both Sides

Engraved Lettering
Both Sides

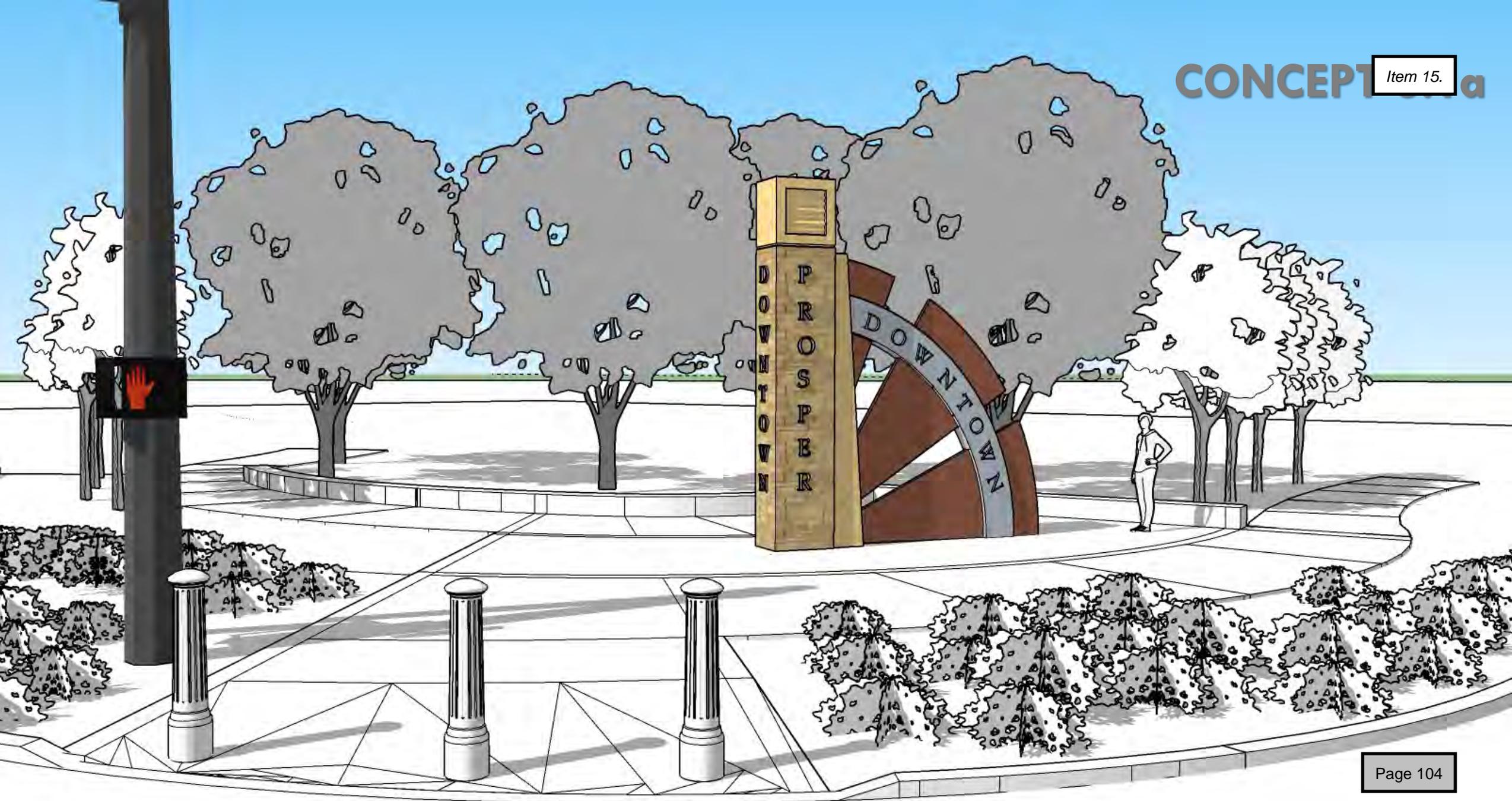
Corten Steel
Metal Blades

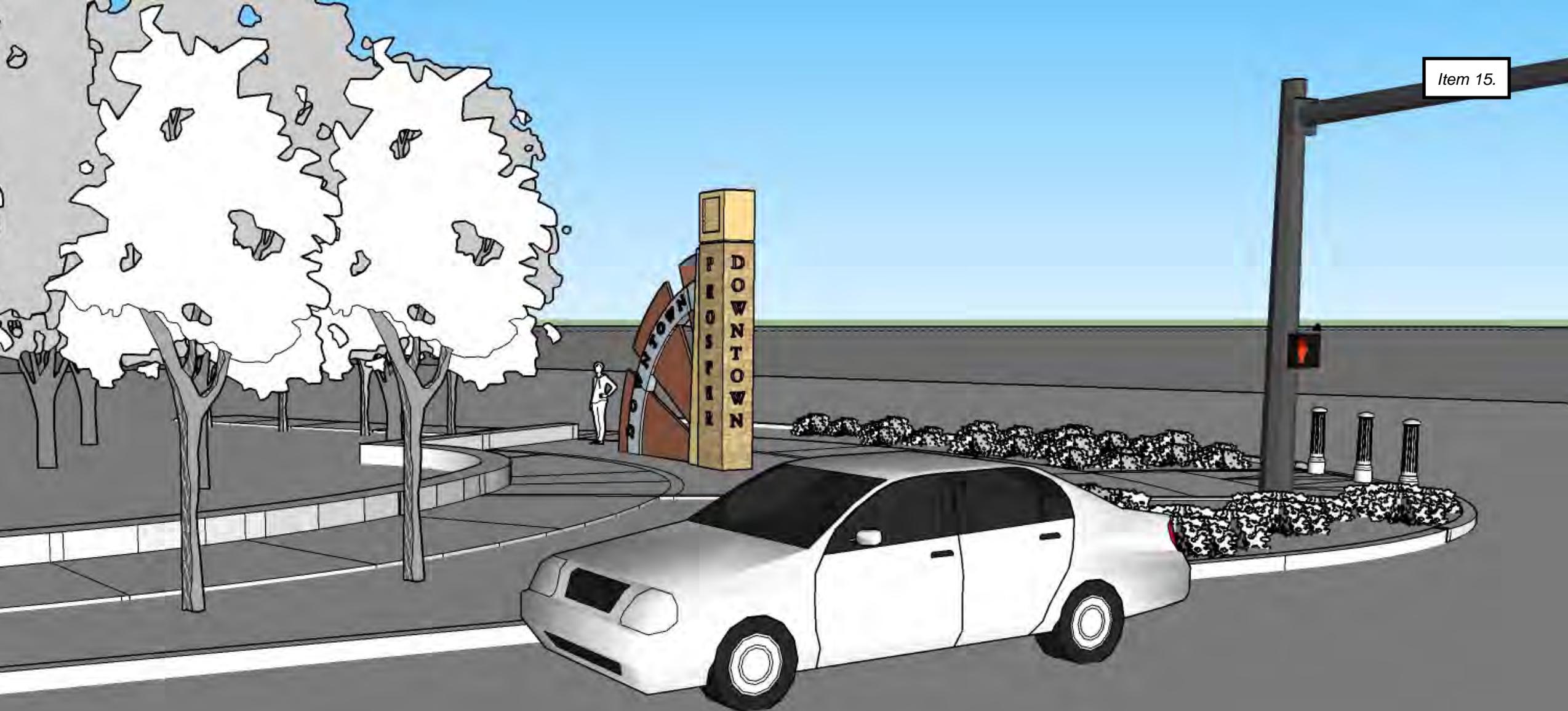


CONCEPT 3.1a

Item 15.





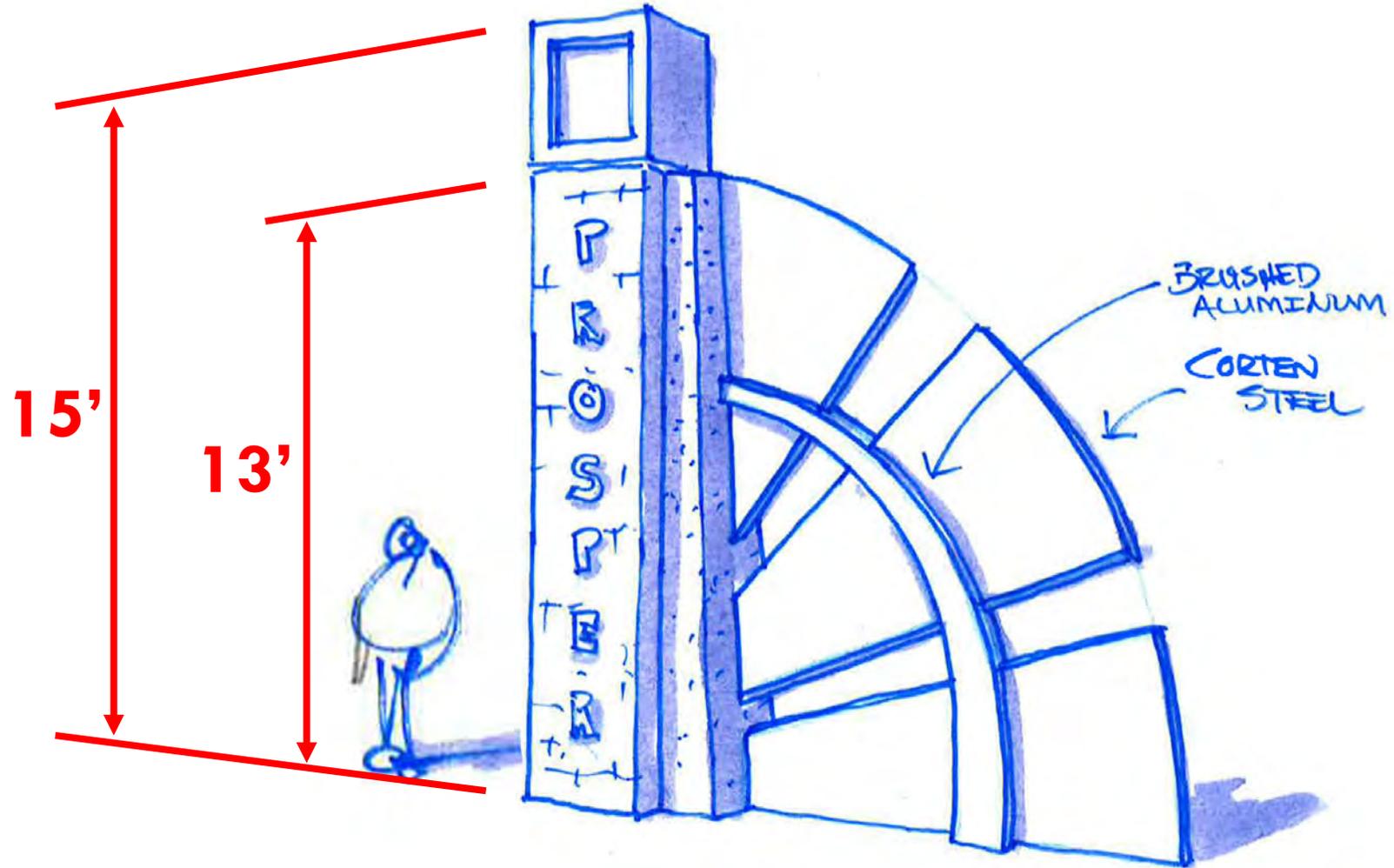


Preston Rd.

CONCEPT 3.1α

CONCEPT SKETCH 3.1

PRELIMINARY COST ESTIMATE
Item 15.
\$275,000

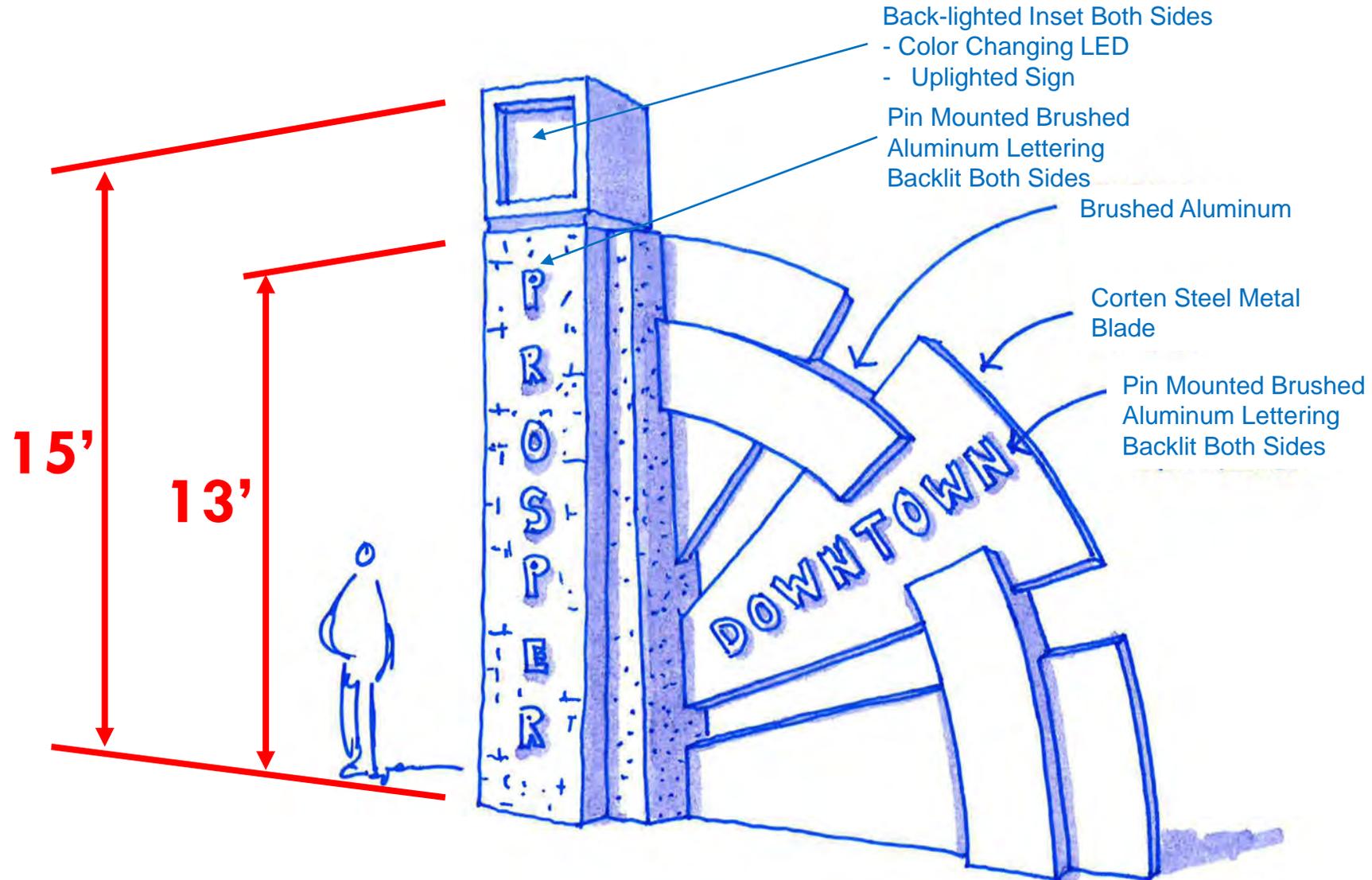


Proposed estimate does not include: Landscape, Irrigation, Site Lighting, Concrete Flatwork, Grading, Inspection, Soil Borings, or Engineering Costs.

CONCEPT SKETCH 3.1b

PRELIMINARY COST ESTIMATE: \$150,000
LANDSCAPE/HARDSCAPE: \$87,000
TOTAL: 387,000

Item 15.



Proposed estimate does not include: Soil Borings, or Engineering Costs.

CONCEPT 3.1b

Item 15.

15'

13'

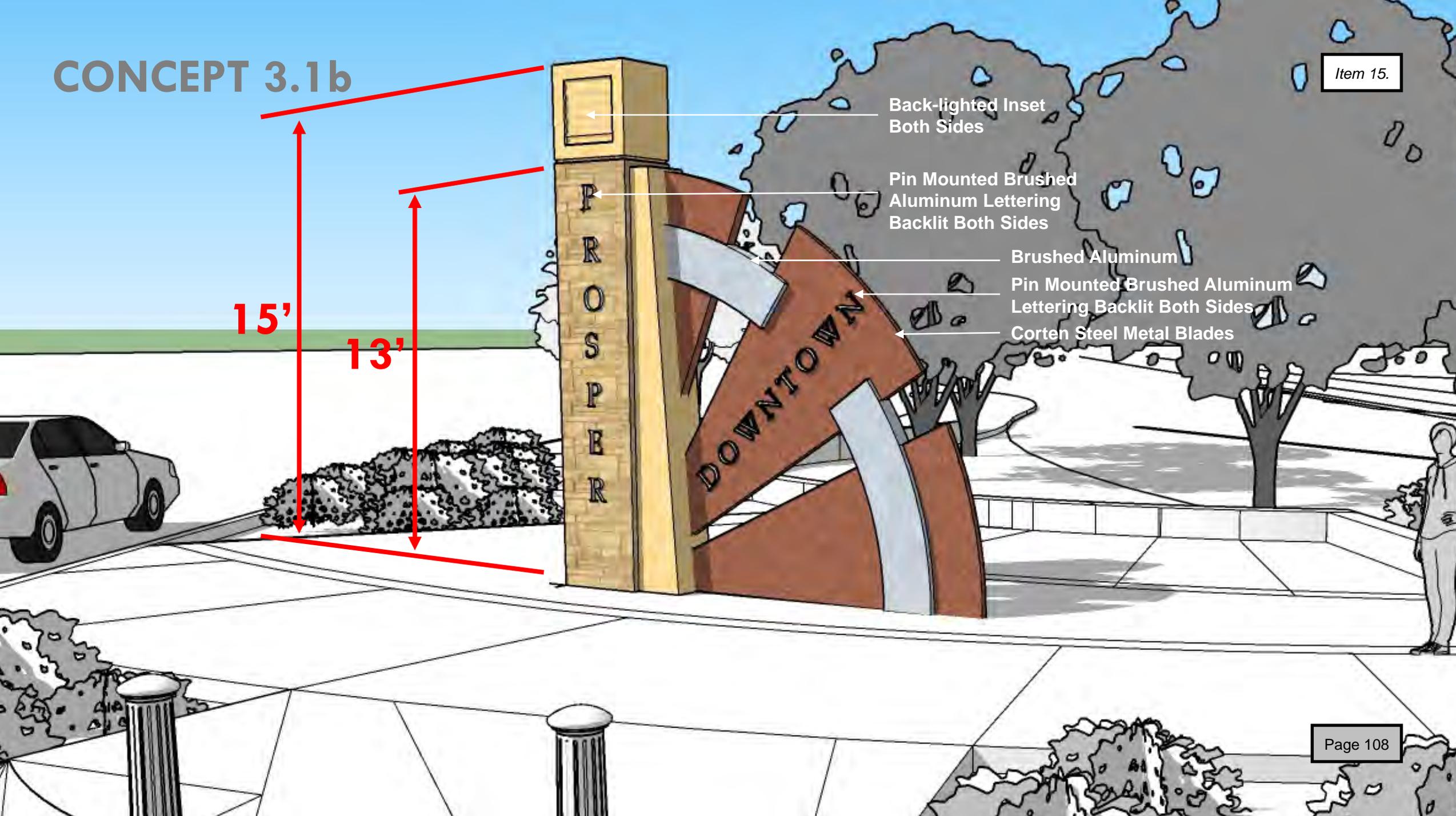
Back-lighted Inset
Both Sides

Pin Mounted Brushed
Aluminum Lettering
Backlit Both Sides

Brushed Aluminum

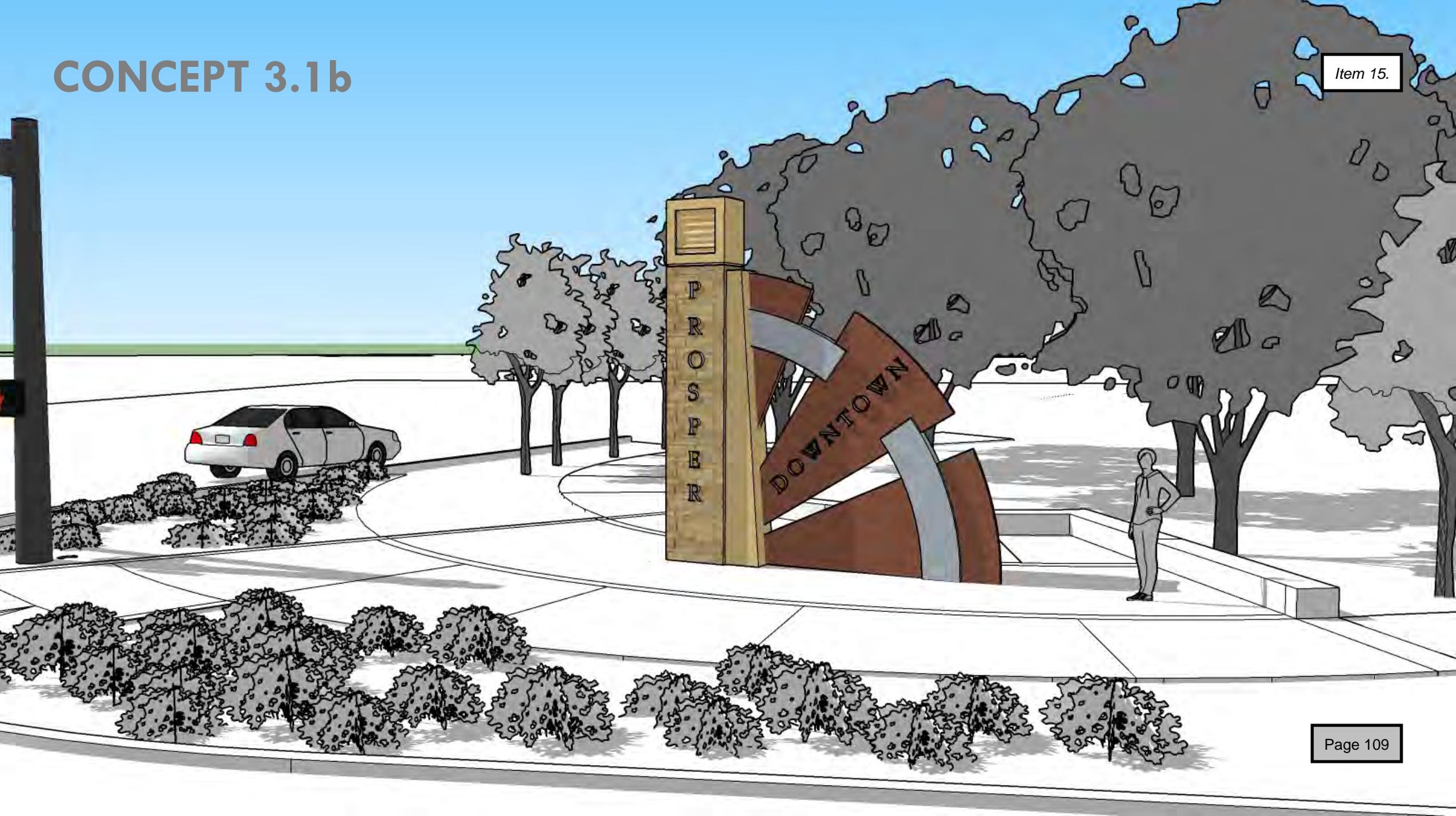
Pin Mounted Brushed Aluminum
Lettering Backlit Both Sides

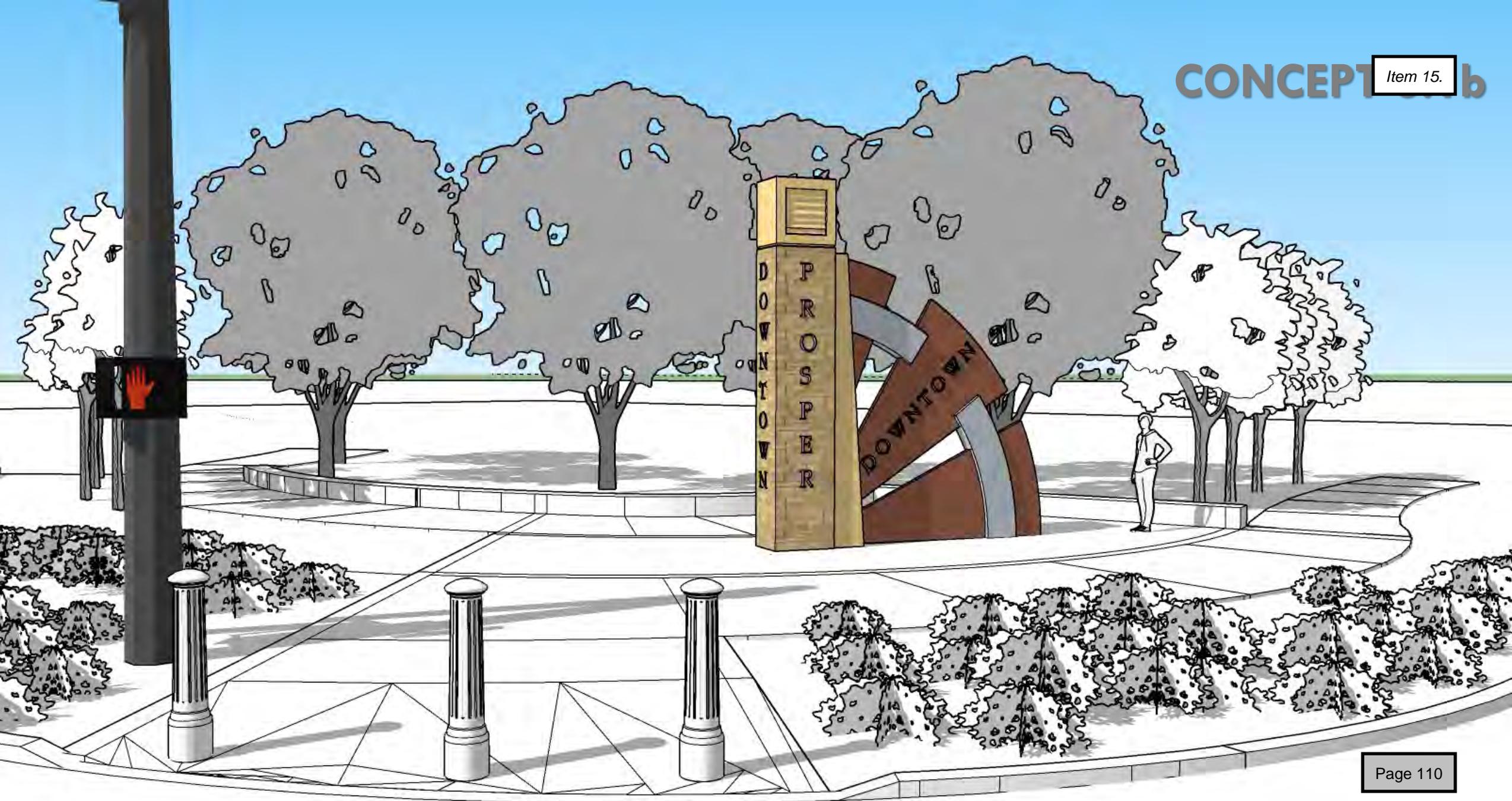
Corten Steel Metal Blades

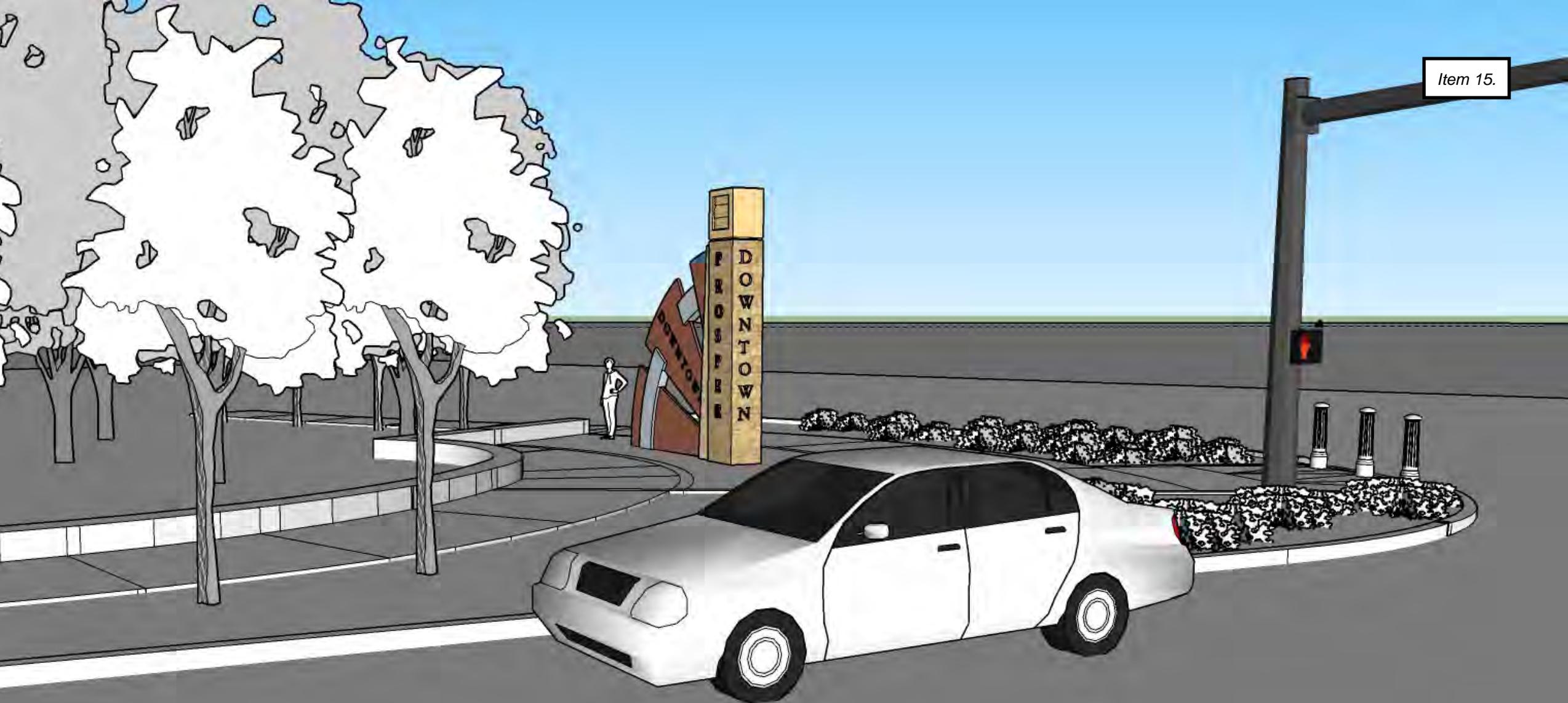


CONCEPT 3.1b

Item 15.



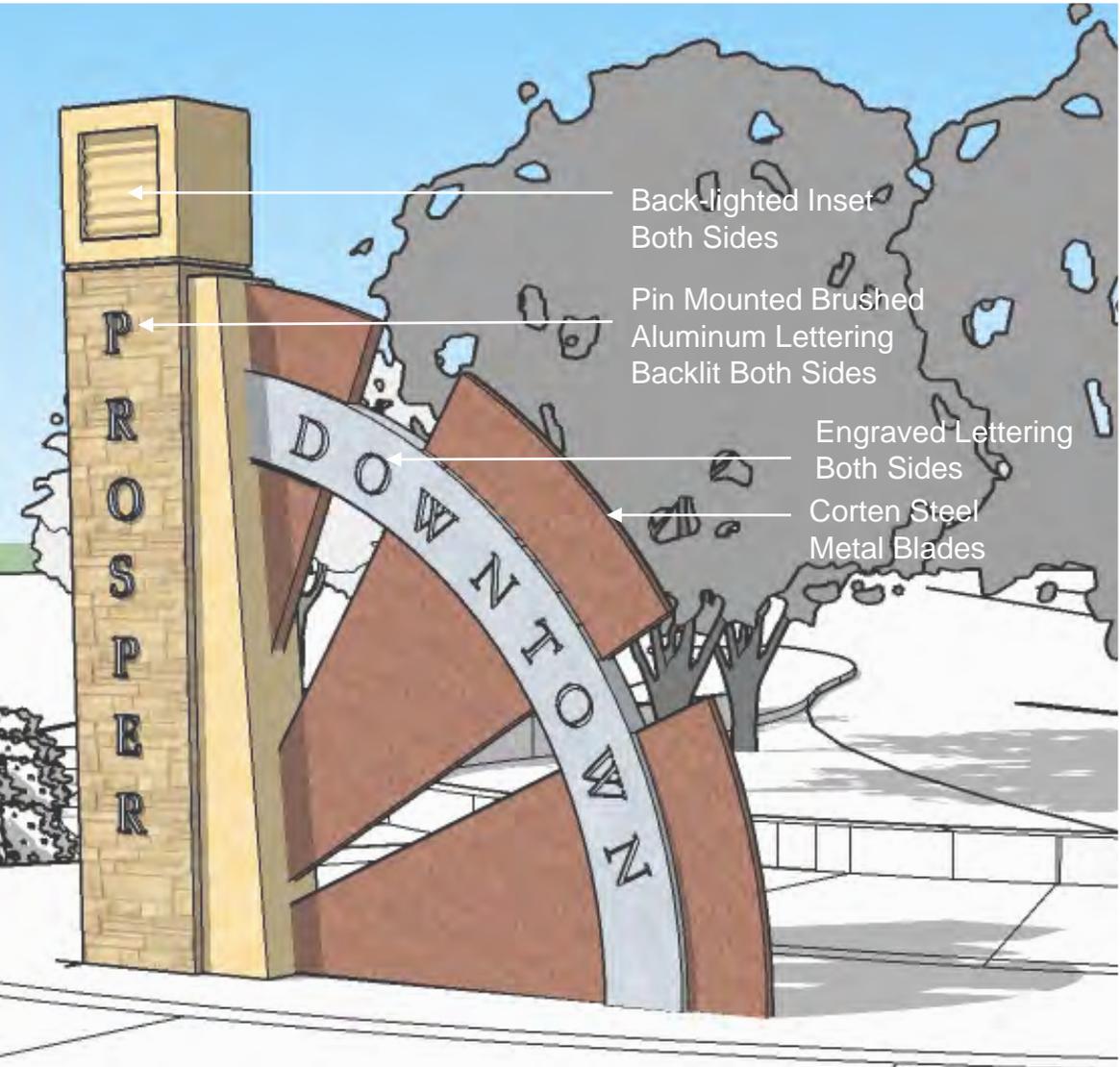




Preston Rd.

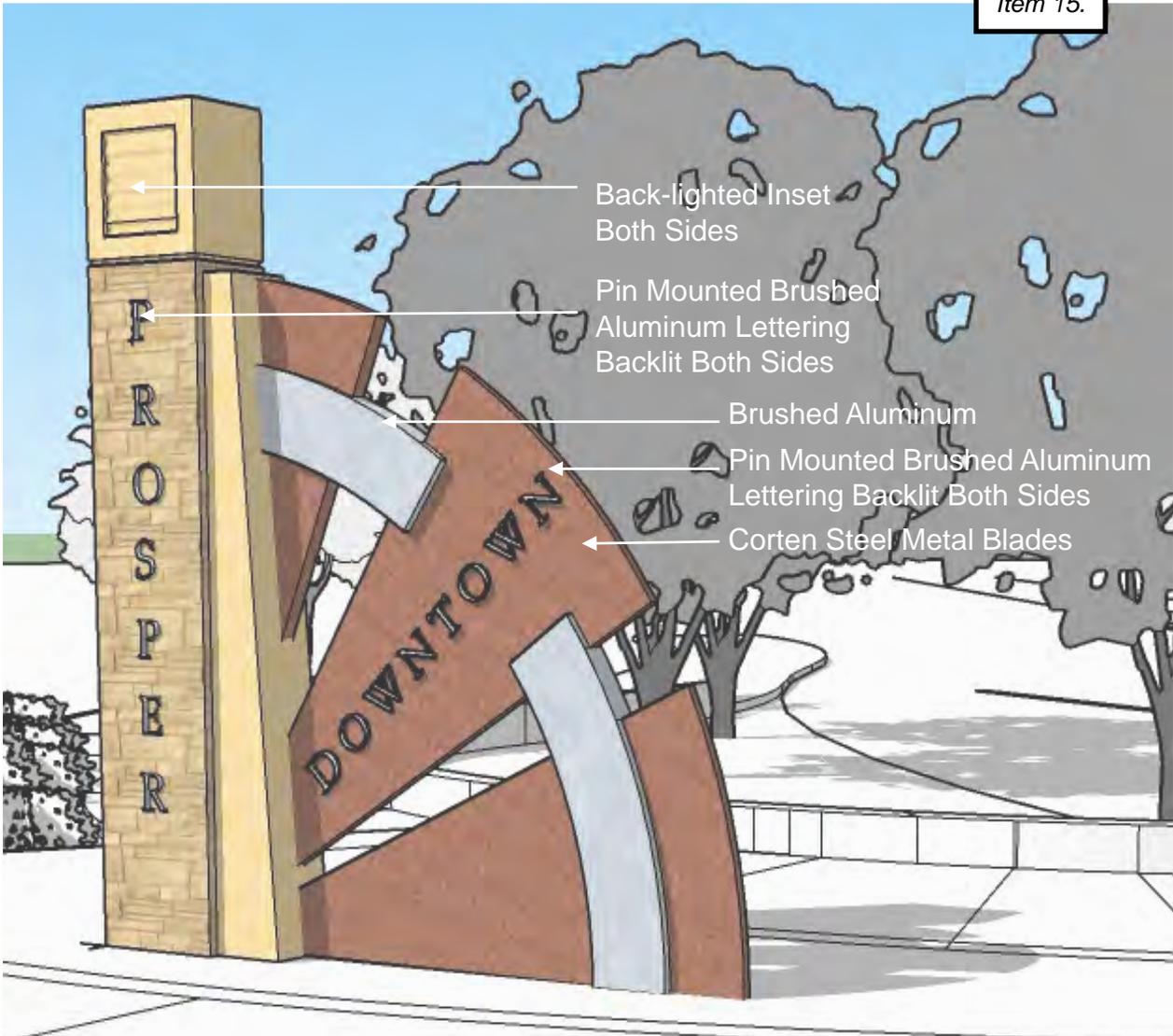
CONCEPT 3.1b

CONCEPT 3.1a & 3.1b



CONCEPT 3.1a

Item 15.



CONCEPT 3.1b

PROSPER, TX
DOWNTOWN SIGNAGE CONCEPTS
QUESTIONS

**ENGINEERING
SERVICES**

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line, Phase 2 project.

Description of Agenda Item:

The Town of Prosper receives water from the North Texas Municipal Water District (NTMWD) at the Custer Road Pump Station site (CRPS) located within the Town's Upper Pressure Plane. The Town has two pressure planes, with the BNSF Railroad acting as the dividing line. The Lower Pressure Plane is currently served by the CRPS through the Upper Pressure Plane Pump Station and a pressure reducing valve located along US 380.

In 2017, the Town began the design of the Lower Pressure Plane Water Line, Phase 1 project that includes the extension of a water supply line from the existing 20" water line on Fishtrap Road, at the Parks at Legacy development, to Coit Road. This consists of 15,300 feet of 42" water line from Coit Road to Dallas Parkway, (utilizing the 42" water line constructed by Blue Star under Lovers Lane), a transfer valve at the intersection of the BNSF Railroad and the future alignment of Lovers Lane, and 10,500 feet of 20" and 24" water lines from Dallas Parkway to the existing 20" water line on Fishtrap Road. The Lower Pressure Plane Water Line, Phase 1 project will provide increased capacity to serve the growth in the Lower Pressure Plane, completes a looped water line connection to the existing water system for better redundancy, and will deliver water to the Fishtrap Elevated Storage Tank that is currently under construction. Completion of both the Lower Pressure Plane Water Line, Phase 1 project and the Fishtrap Elevated Storage Tank are scheduled for Summer 2020.

As growth continues within the Lower Pressure Plane, a dedicated second pump station is required, along with the final extension of a water supply line from the terminus of the Lower Pressure Plane Water Line, Phase 1 project, to the Custer Road Pump Station site. This project will design the Lower Pressure Plane Pump Station (LPPPS) and the Lower Pressure Plane Water Line, Phase 2 water line from the Custer Road Pump Station site to the terminus the Lower Pressure Plane Water Line, Phase 1 project at Coit Road and Richland Boulevard. This project will be broken down into the following tasks:

Task 1 – Final design of the initial 15 MGD LPPPS. The proposed site of the LPPPS is on the existing Custer Road Pump Station site. Site improvements at the proposed LPPPS site will include extensions of existing yard piping, grading, driveway and drainage.

Task 2 – Final design of the 42-inch transmission line (Phase 2) from the LPPPS at the Custer Road Pump Station site to connection with the Lower Pressure Plane Water Line, Phase 1 transmission line at Coit Road and Richland Boulevard. This task will include a review of the alignment and coordination with the current Land Plan development. A property boundary map and environmental assessment will be completed for this entire section of pipeline. For estimating purposes, it is anticipated that the pipeline route will follow along the north side of University Drive (US 380) for a length of approximately 12,800 feet of 42-inch pipeline. Alternative alignments will be reviewed with the Town and the Land Plan development during the preliminary design phase.

It is anticipated this project will be constructed as two (2) separate construction contracts: 1) Lower Pressure Plane Pump Station and 2) Lower Pressure Plane Water Line, Phase 2. Based on current growth projections in the Lower Pressure Plane, the construction of these improvements will need to begin in FY 2021-2022, at an estimated cost of \$15,200,000.

The future ultimate improvements to serve the Lower Pressure Plane include expansion of the LPPPS to 40 MGD, and two ground storage tanks. The next phase of design of improvements for the Lower Pressure Plane is scheduled to begin in 2024 and will include design of one of the two ground storage tanks and additional pumping capacity at the LPPPS.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for engineering design. Freese and Nichols, Inc. is included on the list.

Budget Impact:

The cost for the design is \$1,434,400. The FY 2018-2019 Capital Improvement Program includes \$1,435,100 for the design of the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line, Phase 2 project (Account No. 760-6610-10-00-1501-WA).

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line, Phase 2 project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line, Phase 2 project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2 PROJECT (1501-WA)**

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 Freese and Nichols, Inc., a Texas corporation, 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."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Lower Pressure Plane Pump Station and Pipeline Phase 2 Project (1501-WA)**, 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 Million Four Hundred Thirty Four Thousand Four Hundred Dollars (\$1,434,400.00) 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) day 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:

Freese and Nichols, Inc.
 Jeff Payne, P.E., Principal
 5805 Main Street, Suite B
 Frisco, TX 75034
jp@freese.com

Town of Prosper
 Harlan Jefferson, Town Manager
 PO Box 307
 Prosper, TX 75078
harlan_jefferson@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. **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 _____, 2019.

FREESE AND NICHOLS, INC.

TOWN OF PROSPER, TEXAS

By: AS
Signature
A Scott Morgan
Printed Name
Principal / Vice President
Title
8/8/2019
Date

By: _____
Signature
Harlan Jefferson
Printed Name
Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2 PROJECT (1501-WA)**

I. PROJECT DESCRIPTION

Currently the Town of Prosper is served by a single delivery point from North Texas Municipal Water District (NTMWD) at the Custer Road Pump Station (CRPS) located within the Town's Upper Pressure Plane. The Town has two pressure planes with the BNSF railroad acting as the dividing line. The Lower Pressure Plane is served by that CRPS through a pressure reducing valve located along US 380. The continued growth within the Lower Pressure Plane requires a second pump station to serve the Lower Pressure Plane. This project will develop the Town's Lower Pressure Plane through a 15 MGD Lower Pressure Plane Pump Station (LPPPS) and the remaining Phase 2 of the 42-Inch Transmission Pipeline. The pump station site will master planned to include future 6.0 and 5.0 MG Ground Storage Tanks. This project will be broken down into the following tasks:

Task 1 – Final design of the initial 15 MGD LPPPS. The ultimate capacity of 40 MGD of the LPPPS and future us will be considered within the final design. The proposed site of the LPPPS on the existing Custer Road Pump Station site. Site improvements at the proposed LPPPS site will include extensions of existing yard piping, grading, driveway and drainage.

Task 2 – Final design of the 42-inch transmission line (Phase 2) from the LPPPS at Custer Road site to connection with Phase 1 transmission line at Coit Rd and Richland Blvd. This task will include a review of the alignment and coordination with the current Land Plan development. A property boundary map and environmental assessment will be completed for this entire section of pipeline. For estimating purposes, it was assumed the pipeline route will follow along north side of University Drive (US 380) and total length is approximately 12,800-lf of 42-inch pipeline. Alternative alignments will be reviewed with the Town and the Land Plan development during the preliminary design phase.

It is anticipated this project will be constructed as two (2) separate construction contracts: 1) LPPPS and 2) Transmission Pipeline.

PROJECT ASSUMPTIONS:

Task 1 - LPPPS:

- The LPPPS site will be within the current Custer Road Pump Station property. The overall site layout and master planning will be reviewed for the current PS expansion and ultimate PS/GST expansion. This will include review of the current NTMWD relocations and ultimate site plan for NTMWD delivery point.
- The site will require yard piping, grading, driveway, fencing, and drainage. These are assumed to be extensions of the existing improvements at the Custer Rd site.
- The pump station is being designed as a 15 MGD pump station (firm capacity) with the ability to expand to a 40 MGD pump station (firm capacity) in the future.
- The site will be master planned to include a future 6.0 MG GST (the third tank) with the ability to construct an additional 5.0 MG GST (the fourth tank).
- The site will include a flow meter vault for the discharge to the LPP transmission main.
- It is anticipated that the NTMWD delivery point and control valve will be reconstructed under a separate contract. This LPPPS project will include a review of the NTMWD tap size and provide recommendation for the required capacity to serve the demand of the current Upper and proposed Lower Plane Pump Stations. The purpose will be to identify if a larger tap is needed with this LPPPS project. The LPPPS project will not include design, construction, or TxDOT coordination services.
- No chemical treatment or expansion of the existing chemical system is included in the design.
- The LPPPS will require architectural treatment that will be complementary with the existing site facilities.
- The LPPPS will be designed to integrate SCADA and communicate with the existing SCADA system.
- Back-up generator for the LPPPS with sound abatement enclosure will be located on site.
- Security and surveillance lighting, card access system, and intrusion alarm system is not included.

Task 2 – 42-inch LPP Transmission Pipeline (Phase 2)

- Final design of the 42-inch transmission line (Phase 2) from the LPPPS at Custer Road site to connection with Phase 1 transmission line at Coit Rd and Richland Blvd.
- The pipeline route was assumed to follow along north side of University Drive (US 380) and total length is approximately 12,800-lf of 42-inch pipeline. Up to two alternative alignments will be reviewed with the Town and the Land Plan development during the preliminary design phase.
- Crossing of existing active roadways and driveways will be completed by trenchless steel encasement to minimized disturbance unless directed by the Town.
- Design will require coordination with the Land Plan development using the selected pipeline route during final design.
- The pipeline route is assumed to avoid the southern part of the soil conservation lake. Services related to coordination and permitting with the NRCS or Collin County Soil and Water Conservation District regarding the East Fork Above Lavon Watershed Site 1B Dam (NID TX01119) are not included. Pipeline route planning will consider cost, schedule, and regulatory impacts if the final route is in proximity to the dam and additional services may be required.
- Environmental services will include site visit and technical memorandum documenting Section 404 and Texas Historical Commission requirements.

II. TASK SUMMARY

BASIC SERVICES

- A. PROGRAM MANAGEMENT - Consultant shall provide program management services for the project. The following services shall be provided.
1. Coordination of the letters of permission for access to private properties for surveying and geotechnical investigations. Consultant shall mail the letters and perform follow-up phone calls as necessary to obtain the signed letters.
 2. Coordinate easement documents with the Town Administrator and/or Town Attorney.
 3. Coordination the efforts of all involved in the project, including Consultant, the surveyor, the geotechnical engineer, the Town Staff, the Town Attorney, and the franchise utilities. Provide oversight of the schedule during the survey, land acquisition, and engineering process, to attempt to maintain the Town's desired schedule.
 4. Coordination with the franchise utilities that are impacted by the proposed improvements. Provide copies of the improvements plans to each utility. Obtain schedules of proposed franchise utility clearing, and relate these schedules to the project schedule.
 5. Prepare presentations and attend up to 3 Council meetings to brief the Council on the progress of the design, and to recommend award of the construction contracts.
 6. Set up and attend up to 6 project meetings between the 3 construction contractors, to aid in coordination of the 3 construction contracts. Two constructions contractors are anticipated within this Project and a third is anticipated with the separate TXDOT relocation project.
 7. Coordination with TCEQ, NTMWD, and TXDOT on the status of permit applications for the project. Work with them to obtain these permits within the time allowed by the project schedule.
 8. Coordination with the electrical power utility to bring power to the project site. Keep the utility briefed on project schedule, and work with them to develop estimates of cost for the Town.
- B. PRELIMINARY DESIGN REPORT (TASK 1) - Upon written notice to proceed, Consultant shall prepare a preliminary design report that will provide recommendations to the Town for the design of the project. The following information shall be provided in the preliminary design report.
1. Review of the existing water distribution system to confirm the capacities and phasing of the LPPPS identified in the August 2017 Water System CIP Update Technical Memorandum.
 2. Design, architectural, and operational characteristics desired by the Town for the LPPPS.
 3. Perform a route analysis for the water transmission main from the Custer Road Pump Station site to Coit Road connection with Phase 1 transmission main. Consider such elements as cost, impacts on businesses and residents, utility conflicts, proximity to future thoroughfares, and coordination with other projects. Provide recommendations, preliminary layouts, and cost estimates for up to two pipeline route

alternatives.

4. Preliminary layout and cross-section of the pump station, showing existing facilities, proposed pump station buildings, pumps, piping (pump station and yard), tie-ins to existing piping, valves, meters, generators, transfer switches, and transformers.
5. Prepare recommendations on the number of pumps, pump flow rates, pump operation, and instrumentation and controls.
6. Evaluate the system head curves for the pump station, and the resulting pump heads and motor horsepower. Provide recommendations on the use of variable frequency drives (VFD's) for coordination with the power utility and the generators.
7. Provide recommendation on a backup generator for the pump station, and the transfer switches needed for the generator operation.
8. Evaluate and provide recommendations on alternative pipe materials, meters, and valves.
9. Evaluate and provide recommendations on the pump station building. Include building material, HVAC, and fire protection requirements.
10. Prepare preliminary site showing pump station, access, and yard piping.
11. Provide recommendations on controls hardware and software alternatives. Show coordination of the controls with the Town's existing facilities.
12. Coordinate with the utility regarding availability to extend supply additional power for the existing site and provide recommendations on how electric power should be brought to the site.
13. Based upon the abstract map and recommended pipeline route, determine what easements are required for the recommended route, including both temporary and permanent easements
14. Update project schedule and opinion of probable construction costs.
15. Provide 5 copies of the draft preliminary design report to the Town. Attend one review meeting with the Town to discuss Town's comments on the report. Incorporate the Town's comments into the report, and provide 5 copies of the preliminary design report to the Town.

- C. FINAL DESIGN (TASK 2 – LPP PS) - Upon Town approval of the preliminary design report, Consultant will design the features associated with this project. The design shall include the following.
1. 50%, 90% and 100% submittals will be made to the Town. The submittals will include construction drawings (3 half size-11"x17" sets, 2 full size-22"x34" sets, and PDF file on CD), specifications (90% and 100% submittals only), contract documents (90% and 100% submittals only), bid proposal (90% and 100% submittals only), updated schedule, and updated opinion of probable construction costs.
 2. Provide final engineering layouts, cross-sections, details, and specifications for the pump station, including proposed pump station building, pumps, piping (pump station and yard), tie-ins to existing piping, valves, meters, generators, electrical equipment and controls, transfer switches, and transformers.
 3. Provide Architectural, Mechanical, and HVAC plans, elevations, schedules, details, and specifications for the pump station building.
 4. Provide Structural plans, cross-sections, details, and specifications for the pump station foundations, pump vaults, meter vaults, valve vaults, electrical equipment slabs, and sidewalks.
 5. Provide Electrical plans, details, and specifications for the pump station electrical equipment, instrumentation, controls, lighting, generators, transfer switches, transformers, meters, motor control centers, and security intrusion alarm features.
 6. Provide plans and specifications to TCEQ for review of the proposed improvements.
- D. FINAL DESIGN (TASK 3 – TRANSMISSION PIPELINE – PHASE 2) - Upon Town approval of the preliminary design report, Consultant will design the features associated with this project. The design shall include the following.
1. FNI will prepare 50% design submittal. The submittal will include construction drawings at a scale of 1"=30" horizontal and 1"=5" vertical, three (3) half size (11"x17") and two (2) full size (22"x34") construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 50% submittal date. In addition, the submittals will include electronic copies of the construction drawings in pdf format. Typical sheets used in the project will be:
 - a. Cover Sheet
 - b. General Notes
 - c. Project layout control
 - d. Plan and Profile sheets
 - e. Details
 2. Upon receipt of the Town's comments on the 50% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 50% plans.
 3. Once the 50% comments have been received from the Town, FNI will prepare 90% documents. The submittal will include three (3) sets of half size (11"x17") and two (2) full size (22"x34") construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable construction cost. In addition, the submittals will include electronic copies of the construction drawings in pdf format.

4. Upon receipt of the Town's comments on the 90% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.
 5. Once the 90% comments have been received from the Town, FNI will prepare 100% documents. The submittals will include three (3) sets of half size (11"x17") and two (2) full size (22"x34") construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable construction cost. In addition, the submittal will include electronic copies of the construction drawings in pdf format.
 6. Upon receipt of the Town's comments on the 100% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 100% plans.
 7. Once the 100% comments have been received from the Town, FNI will prepare "final" documents. Provide "final" plans, specifications, contract documents, and bid proposals for construction contracts to complete this project and in accordance with the Town's bidding procedures. Three (3) sets of half size (11"x17") and two (2) sets of full size (22"x34") construction drawings, specifications, contract documents, bid proposals and opinion of probable construction costs will be provide to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf on CDs.
 8. Upon completion of the design services and approval of "final" drawings and specifications by OWNER, FNI will submit these to the TCEQ for review and approval. The project may be advertised and reviewed by the TCEQ concurrently as directed by OWNER, however the project cannot start construction until TCEQ approval.
- E. BID PHASE (TASK 4) - Upon completion of the design services and approval of "Final" drawings and specifications by Town, Consultant will proceed with the performance of services in this phase as follows:
1. Assist Town in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in Consultant's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Town to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the Town.
 2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
 3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 4. Assist Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 5. At Town request, Consultant will assist Town in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Town.
 6. Assist the Town in conducting a pre-bid conference for the construction projects and coordinate

responses with Town. Response to the pre-bid conference will be in the form of addenda issued at the pre-bid conference.

7. Assist Town in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents for each construction contract, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Town and construction contractor. Distribute five (5) copies of these documents for each construction contract to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Town with the remaining five (5) copies of these documents for each construction contract for use during construction. Additional sets of documents can be provided as an additional service.
 8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- F. CONSTRUCTION PHASE (TASK 5): - Upon completion of the bid or negotiation phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the Town in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The Town agrees to include provisions in the construction contract documents that will require the construction contractors to include Consultant and their subconsultants on this project to be listed as an additional insured on contractors' insurance policies.

1. Assist Town in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Town and contractor.

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
4. Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make one visit per month for 12 month construction duration to the water pipeline site, and one visit per month for 18 month construction duration to the pump station site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the Town against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Town. Visits to the site in excess of the specified number are an Additional Service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for the Town and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the Town, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Town to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Town. Documentation of field orders, where cost to Town is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Town are an additional service. Substitutions of materials or equipment or design modifications requested by the Town are an Additional Service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Town on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Town if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.

10. Pump Station start up services will be provided as a special service.
11. Conduct, in company with Town's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Town in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an Additional Service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction Two (2) sets of prints of "Record Drawings" shall be provided by Consultant to the Town. Consultant shall also provide a DWG electronic copy of the Record Drawings to the Town.

SPECIAL SERVICES

- A. TOPOGRAPHICAL SURVEY (TASK 6): - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.
1. Abstract map of the proposed pipeline alignments. This map will consist of available property line information from the Collin County Appraisal District. The abstract property information will be overlaid onto an aerial photograph of the Town of Prosper and used to determine and display alternative pipeline alignments.
 2. Prepare letters of permission for access to private properties for surveying and geotechnical boring activities. These letters are to be put on the Town of Prosper letterhead and sent to the appropriate landowners.
 3. Perform a design topographic survey of the LPPPS site and the pipeline alignments. Survey all surface features within the survey areas, including 1-foot contours, ditches, creeks, outlines of tree-lines, telephone poles, fences, valves, vaults, manholes, roads, culverts, buildings, mailboxes, utility boxes, driveways, and all other such surface features.
 4. Call DigTess to flag all existing underground franchise utilities, and survey these utilities into the design survey. Research existing Town of Prosper utility plans, and include these lines in the survey.
- B. EASEMENT DOCUMENTS (TASK 7): – Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided.
1. Prepare an exhibit and boundary easement description for each tract that the proposed wastewater lines will cross. The legal descriptions and plats shall meet the criteria stated below. Easements shall be signed and sealed by a Registered Professional Land Surveyor, currently registered in the State of Texas. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. The exhibit plat will include any temporary construction easement required for the project. This information will be shown on the exhibit only and not included within the legal descriptions. A draft copy of each easement shall be submitted. After review by the City, Consultant shall incorporate comments as appropriate and submit one final copy of the easements and deeds to the City. This proposal is based upon preparation of up to 25 permanent utility easements and 25 temporary construction easements. Easements prepared in excess of this number will be an additional service.
 2. Exhibit Plats and legal descriptions must meet all the rules of the Texas Board of Professional Land Surveying and the Professional Land Surveying Practices Act. The Manual of Practice for Land Surveying in the State of Texas, as published by the Texas Society of Professional Surveyors, is the standard to which all Consultant's survey work shall be performed. The latest revision will be used.

3. Legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat which depicts the worded description. Legal descriptions and Exhibit Plats shall be reproduced on 8 1/2 x 11 size paper. All must be legible. The Exhibit Plat or Legal Description should be able to stand alone.

a. The Exhibit Plat should contain the following:

- i. North Arrow
- ii. Graphic Scale
- iii. Legend
- iv. Mathematical Closure
- v. Abstract name and number
- vi. Basis of bearing
- vii. Controlling Monuments
- viii. Check bearings and distances against legal description (They should be the same)
- ix. Show adjoiners
- x. Show existing easements (with instrument recording information)
- xi. Exhibit plat should acknowledge existence of the Legal description
- xii. Line and curve tables are discouraged
- xiii. Curve data must contain the following: delta, radius, length, long chord bearing and long chord distance. State if curve is tangent or non-tangent.
- xiv. The survey plat shall bear the firm name, surveyors name, address, and phone number of the land surveyor responsible for the land survey, his/her official seal, his/her original signature, and date surveyed (663.19.5)
- xv. Acreage to the appropriate number of decimal places. (no square feet)

b. The Legal Description shall contain the following (metes and bounds descriptions only):

- i. General Description
 1. Name of current owner of record
 2. Type of conveyance record (warranty deed, quit claim deed, etc.)
 3. The conveyance instrument recording information (Deed record Volume and Page)
 4. Survey Name and Abstract Number
 5. County, City, and State
- ii. Specific Description
 1. POINT OF BEGINNING tied to a monumented corner of the parent tract
 2. Check bearings and distances against Exhibit plat (They should be the same)
 3. Curve data must contain the following: delta, radius, length, long chord bearing and long chord distance. State if curve is tangent or non-tangent.
 4. References to adjoining properties
 5. Basis of Bearing
 6. Legal description should acknowledge existence of the Exhibit plat
 7. Acreage to the appropriate number of decimal places. (no square feet)

C. SUBSURFACE UTILITY ENGINEERING (SUE)(TASK 8): - Consultant will subcontract with a SUE provider to provide the following SUE services:

1. SUE Quality Level "A" (QLA) – Provide QLA information for a total of ten (10) test hole locations along various points throughout the pipeline alignment. QLA services will be in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Subconsultant will excavate test holes by means of non-destructive vacuum excavation methods. Subconsultant will produce a summary sheet containing the coordinates and elevation to the top of the utility at each test hole location with test holes incorporated in the surveyor's topographic survey file.
2. SUE Quality Level B (QLB) – Designate horizontal location information within a 100-ft wide section for the section of pipeline through existing rights-of-way listed below:
 - Coit Rd from Richland Blvd to north side of University (US 380)
 - New entrance road (entrance from US 380 to Land Plan development)
 - Pump Station Site in vicinity of new LPPPS

This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. A variety of electromagnetic equipment will be used to complete the process. Residential services and irrigation systems will not be mapped, commercial services will be mapped should they cross or parallel the alignment. Un-locatable lines will be depicted as per records from the utility if available.

D. ENVIRONMENTAL SERVICES (TASK 9): – Consultant will render the following professional environmental services in connection with the project.

Compile existing information and conduct site visit

1. Prior to making a field visit, obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. Consultant's scientists will conduct a pedestrian survey of the route to identify environmental issues. This investigation will include the following:
 - i. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers' regulations. These waters of the U.S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented. This scope does not include a full wetland delineation.
 - ii. The presence of potential habitat for any federally listed threatened or endangered species will be determined.
 - iii. Readily observable evidence of any obvious environmental contamination such as stained soils, sheens on water, etc. will be noted.

Section 404 Permitting

1. Consultant will prepare a technical memorandum that will include a description of field observations described above; an opinion of whether or not jurisdictional waters are present, and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of potential USACE 404 permit options.
2. This scope assumes that the proposed pipeline can be designed and located to meet the terms and conditions of Nationwide Permit (NWP) 12, *Utility Lines*, without requiring the submittal of a pre-construction notification (PCN) to the USACE. In the event a PCN is required, consultant can prepare PCN as an additional service.
3. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction.
4. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI will prepare a letter to the THC describing the project and requesting their review. In the event that the THC requires an archeological survey, with the Town's approval, FNI will retain and coordinate the services of a qualified professional archeologist to obtain the required Texas Antiquities Permit, perform the survey, and prepare a survey report as an additional service.
5. Consultant will coordinate with the Project Team (Client and Design Team) to attend the kickoff meeting, discuss the findings of the site visit, potential ways to avoid PCN triggers, and comments to the draft technical memorandum.

Section 404 Mitigation Plan

1. Consultant assumes that mitigation plan services will not be required since no PCN is required. If these are required, they will be considered additional services, and will be negotiated between Consultant and the Town if requested by the Town.
- E. GEOTECHNICAL ENGINEERING SERVICES (TASK 10): - Consultant will render the following geotechnical engineering professional services in connection with the project consisting of field exploration, laboratory testing, engineering analysis, and reporting.

Field Exploration

1. Select appropriate locations for exploratory borings within the vicinity of the proposed improvements at the site and along the proposed pipeline alignment.
2. The Engineer will coordinate with the Town and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
3. Subcontract with a drilling contractor to drill exploratory borings for the proposed improvements according to the schedule provided below. The boring depths are intended to provide a 15- to 30-foot profile of the bedrock below the Pump Station and may be adjusted based on in situ conditions to achieve this penetration.

- a. **Pump Station:** Four (4) borings to a depth of 50 feet and two (2) borings to a depth of 30 feet below existing grade for the pump station and up to two (2) additional borings to a depth of 25 feet below existing grade for ancillary structures such as control building, meter vault, etc.
 - b. **Water Transmission Line:** Four (4) borings to a depth of 15 feet and two (2) borings to a depth of 25 feet below existing grade
 - c. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - d. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - e. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing

1. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Unit dry weight
 - d. Unconfined compressive strength of soil and rock
 - e. One-dimensional swell (restrained and unrestrained)

Engineering Analysis and Reporting

1. The Engineer will perform the geotechnical engineering analysis and prepare separate technical memorandums for each of the two (2) construction contracts summarizing the geotechnical investigation relevant for each contract. The technical memorandums will include the following, as applicable for each contract:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - c. Foundation recommendations, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
 - d. Subgrade treatment and preparation recommendations for new access drives.

- e. General discussion of expected construction related issues.
 - f. Earthwork related recommendations for use during development of plans and specifications.
2. Submittals will include an electronic PDF copy of each technical memorandum.

ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by the Town, which are not included in the above described scope of services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Mitigation planning required by the USACOE 404 permit.
- C. Tree survey and tree mitigation plan.
- D. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- G. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- H. Preparing Operation and Maintenance Manuals or conducting operator training.
- I. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- J. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- K. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- L. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- M. Services required to resolve bid protests or to rebid the projects for any reason.
- N. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- O. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

- P. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.
- Q. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- R. Provide follow-up professional services during Contractor's warranty period.
- S. Furnishing the services of a Resident Project Representative to act as the Town's on-site representative during the Construction Phase. This includes any Special Inspections required by the International Building Code adopted by the Town of Prosper.
- T. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.
- U. Cathodic control design and construction consisting of field evaluations, engineering analysis and construction services.

III. DELIVERABLES

Task 1 – Preliminary Design Report	A Preliminary Design Report outlining the proposed site layout, pump station elevations, recommendations on number of pumps and operation considerations and costs. Provide final design plans and specifications.
Task 2 – Final Design (LPP PS)	Provide final design plans and specifications for the LPP Pump Station
Task 3 – Final Design (Transmission Pipeline, Phase 2)	Provide final design plans and specifications for the 42-inch transmission pipeline.
Task 4 – Bid Phase Services	Assist the Town in securing bids and issuing construction plans and specifications for the design of the LPP PL and PS.
Task 5 – Construction Phase	Provide general construction representative services throughout the construction of the project.
Task 6 – Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 7 – Easement Documents	Exhibits and legal descriptions for the proposed permanent and temporary easements for both the supply and discharge pipeline.
Task 8 – Subsurface Utility Engineering	AutoCAD file with horizontal locations of Level B locations and vertical elevation of Level A locations.
Task 9 – Environmental Services	Documentation from field observations and permit requirements for the remaining supply pipeline.
Task 10 – Geotechnical Engineering Services	Documentation from field exploration and laboratory testing on geotechnical bores utilized within the PS site.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2 PROJECT (1501-WA)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Aug-19	
Task 1 – Preliminary Design Report	Nov-19	\$151,200
Task 2 – Final Design - LPP PS	Jun-20	\$683,600
Task 3 – Final Design - Transmission Pipeline (Phase 2)	Jun-20	\$147,900
Task 4 – Bid Phase	Aug-20	\$46,900
Task 5 – Construction Phase	Jan-21	\$193,400
Task 6 – Topographical Survey	Oct-19	\$94,700
Task 7 – Easement Documents	Dec-19	\$34,100
Task 8 – Subsurface Utility Engineering	Mar-20	\$20,300
Task 9 – Environmental Services	Sept-19	\$13,300
Task 10 – Geotechnical Engineering	Sept-19	\$49,000
Total Compensation		\$1,434,400

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary Design Report	\$151,200
Task 2 – Final Design - LPP PS	\$683,600
Task 3 – Final Design - Transmission Pipeline (Phase 2)	\$147,900
Task 4 – Bid Phase	\$46,900
Task 5 – Construction Phase	\$193,400
Total Basic Services:	\$1,223,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 6 – Topographical Survey	\$94,700
Task 7 – Easement Documents	\$34,100
Task 8 – Subsurface Utility Engineering	\$20,300
Task 9 – Environmental Services	\$13,300
Task 10 – Geotechnical Engineering	\$49,000
Total Special Services:	\$211,400

Direct Expenses	Amount
None	\$0
Total Direct Expenses:	\$0

**EXHIBIT B
COMPENSATION/PRICING SCHEDULE**

(Compensation/Pricing Schedule Attached Hereto)

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional 1	83	131
Professional 2	107	158
Professional 3	136	218
Professional 4	148	258
Professional 5	206	320
Professional 6	216	392
Construction Manager 1	87	172
Construction Manager 2	118	178
Construction Manager 3	169	201
Construction Manager 4	181	271
CAD Technician/Designer 1	65	126
CAD Technician/Designer 2	102	149
CAD Technician/Designer 3	121	197
Corporate Project Support 1	48	115
Corporate Project Support 2	69	162
Corporate Project Support 3	94	254
Intern / Coop	45	77

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the Consultant's office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to Consultant if a Consultant's employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2018.

367022018

EXHIBIT C
INSURANCE REQUIREMENTS

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

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

Item 16.

EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2 PROJECT (1501-WA)

THE STATE OF TEXAS §
COUNTY OF _____ §

I, Scott Maugan, 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: _____
- X _____ 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 8th day of August, 20 19.

A. S. Maugan
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared A. Scott Maugan 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 8 day of August, 20 19.

E. Mendez
Notary Public in and for the State of Texas
My Commission expires: 3.18.2020

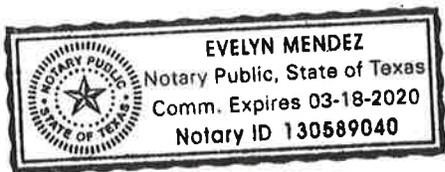


EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; margin-top: 10px;"><i>n/a</i></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 10px;"><i>n/a</i></div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div>		
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.		
<p>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>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>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <div style="text-align: right; margin-right: 20px;"><i>8/8/2019</i></div> Date </div> </div>		



LOCATION MAP
LPPPS & Water Line Phase 2

**ENGINEERING
SERVICES**

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon awarding Bid No. 2019-59-B to Roadway Solutions, Inc., related to construction services for the Traffic Signal Installation at Coit Road and E. First Street project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

In May 2018, the attached Traffic Signal Warrant Study was conducted for the following four intersections:

1. Coit Road and Richland Boulevard
2. Coit Road and First Street
3. First Street and La Cima Boulevard
4. First Street and Coleman Street

The results of the study concluded that the intersection of Coit Road and Richland Boulevard and Coit Road and First Street meet warrants for a traffic signal installation. Funding, in the amount of \$350,000 for the design and installation of the traffic signal at Coit Road and Richland Boulevard, is proposed in next year's CIP (2019-2020).

On June 20, 2019, at 3:30 PM, 2 bids were opened for the Traffic Signal Installation at Coit Road and E. First Street project. The verified bid totals ranged between \$288,244.00 and \$393,455.00. The Engineer's Estimate was \$221,653. Roadway Solutions, Inc., was the low bidder with a bid total of \$288,244, which is 30% more than the Engineer's Estimate. Roadway Solutions, Inc., has recently successfully completed several projects of similar scope and value for the Cities of Frisco, Allen, Melissa, and Carrollton.

At the July 23, 2019, Town Council Meeting, the Town Council discussed this agenda item and the decision was to table until the August 13, 2019, Town Council meeting. Town staff has gathered additional information from surrounding communities for a comparison of our received bids, as well as potential for rebidding this signal with the traffic signal at Fishtrap Road and Teel Parkway when it is ready to bid. An attachment to this item compares two recent traffic signal bid forms from the City of Frisco to our proposed bid for this project with adjustments made to include bid items that the Town is asking the contractor to purchase materials and install (Frisco purchases the materials separately and only pays for installation). This analysis shows if the Town's additional items are added to the base bids from Frisco, the proposed low bid for the construction of the Traffic Signal at Coit Road and First Street is within 6% of the City of Frisco's bids.

The contract specifies a substantial completion time of 315 calendar days, which was misstated at the July 23, 2019 meeting as being 180 days. In discussions with the proposed low bidder, they anticipated getting this signal installed in 180 days, which includes 21 weeks for manufacturing and delivery of poles and mast arms. Staff anticipates issuing a notice to proceed on this contract effective in September 2019.

Given the recent extended periods of time on installation of traffic signals on SH 289 and Coleman Street, and FM 1461 and Coit Road, staff is recommending award of the bid for the Coit Road and E. First Street project instead of rebidding this signal with the traffic signal at Fishtrap Road and Teel Parkway. Due to the potential delay in bidding the traffic signal at Fishtrap Road and Teel Parkway because of property acquisition, staff will begin the procurement process for acquiring the materials, similar to the City of Frisco, so that when the project is ready for bidding, the materials will be in process and not delay completing installation of the traffic signal by August 2020.

Budget Impact:

The cost for the construction is \$288,244. The FY 2018-2019 Capital Improvement Program included the construction of the Traffic Signal at Coit Road and E. First Street project. The original budget for this project was \$250,000 from the East Thoroughfare Fund; the additional \$38,244 will be funded from savings in the Street Department (Contracted Services). The funding source is Account No. 750-6610-10-00-1909-TR.

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Bid Tabulation Summary
3. Recent Bid Tabulation Comparison
4. Construction Agreement
5. Traffic Signal Warrant Study

Town Staff Recommendation:

Town staff recommends that the Town Council Award Bid No. 2019-59-B to Roadway Solutions, Inc., related to the Traffic Signal Installation at Coit Road and E. First Street project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2019-59-B to Roadway Solutions, Inc., related to the Traffic Signal Installation at Coit Road and E. First Street project; and authorize the Town Manager to execute a construction agreement for same.



LOCATION MAP



TOWN OF PROSPER
BID TABULATION SUMMARY

BID NO: 2019-59-B TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET

BID OPENING: 6/20/2019 at 3:30 PM

	Grand Total
Roadway Solutions, Inc.	\$ 288,244.00
Durable Specialties, Inc.	\$ 393,455.00
<p>**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.</p>	
<p>Certified By: January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas</p>	<p>Date: 6/20/19</p>



Traffic Signal Installation
FM 423 & Rockhill Parkway

CITY OF FRISCO
CIP PROJECT
19108
BID NUMBER
1904-072
BID DATE
6/7/2019

BID TABULATION					Roadway Solutions Bid 6-7-19		Engineer's Opinion of Probable Construction Cost 4-10-19	
ITEM NO	SPEC ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	BID PRICE	TOTAL ITEM COST	ESTIMATED PRICE	ESTIMATED TOTAL ITEM COST
1	017113	MOBILIZATION	LS	1	\$ 4,650.55	\$ 4,650.55	10% OF TOTAL	\$ 23,043.79
2	033101	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	88	\$ 375.00	\$ 33,000.00	\$ 481.67	\$ 42,386.96
3	260500	ELEC CONDR (NO.12) INSULATED	LF	520	\$ 0.65	\$ 338.00	\$ 1.72	\$ 894.40
4	260500	ELEC CONDR (NO.8) INSULATED	LF	2,872	\$ 0.65	\$ 1,866.80	\$ 1.72	\$ 4,939.84
5	260500	ELEC CONDR (NO.6) BARE	LF	1,893	\$ 0.60	\$ 1,135.80	\$ 2.05	\$ 3,880.65
6	260500	ELEC CONDR (NO.6) INSULATED	LF	146	\$ 0.75	\$ 109.50	\$ 2.05	\$ 299.30
7	260501	ELEC SRV TY D 120/240 070(NS)SS(EPS)(U) (INSTALL ONLY)	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 4,133.00	\$ 4,133.00
8	270500	CONDT (PVC) (SCH 40) (2")	LF	66	\$ 10.00	\$ 660.00	\$ 13.88	\$ 916.08
9	270500	CONDT (PVC) (SCH 40) (3")	LF	216	\$ 11.00	\$ 2,376.00	\$ 14.67	\$ 3,168.72
10	270500	CONDT (PVC) (SCH 40) (4")	LF	49	\$ 12.00	\$ 588.00	\$ 17.33	\$ 849.17
11	270500	CONDT (PVC) (SCH 40) (2") (BORE)	LF	673	\$ 16.00	\$ 10,768.00	\$ 27.88	\$ 18,729.59
12	270500	CONDT (PVC) (SCH 40) (4") (BORE)	LF	673	\$ 28.00	\$ 18,844.00	\$ 21.56	\$ 14,509.17
13	321650	REPAIR REINFORCED CONCRETE SIDEWALK	SY	4	\$ 165.00	\$ 660.00	\$ 45.89	\$ 183.56
13	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)4"(BRK)(100MIL)	LF	70	\$ 1.00	\$ 70.00	\$ 3.77	\$ 263.90
14	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)8"(SLD)(100MIL)	LF	1,080	\$ 2.00	\$ 2,160.00	\$ 3.77	\$ 4,071.60
15	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)12"(SLD)(100MIL)	LF	759	\$ 6.00	\$ 4,554.00	\$ 6.00	\$ 4,554.00
16	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)24"(SLD)(100MIL)	LF	150	\$ 10.00	\$ 1,500.00	\$ 14.25	\$ 2,137.50
17	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)12"(SLD)(60MIL)	LF	206	\$ 6.00	\$ 1,236.00	\$ 6.00	\$ 1,236.00
18	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W)24"(SLD)(60MIL)	LF	47	\$ 10.00	\$ 470.00	\$ 14.25	\$ 669.75
19	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W) (WORD)(100MIL)	EA	2	\$ 220.00	\$ 440.00	\$ 236.67	\$ 473.34
20	321723	PAVEMENT MARKERS AND MARKINGS TY I & TY II (W) (ARROW)(60MIL)	EA	4	\$ 220.00	\$ 880.00	\$ 236.67	\$ 946.68
21	321723	PAVEMENT MARKERS AND MARKINGS (TY II C-R) RPM	EA	67	\$ 5.00	\$ 335.00	\$ 10.25	\$ 686.75
22	321723	GENERAL SITE PREPARATION (ELIMINATE 4" PAVEMENT MARKINGS)	LF	200	\$ 1.00	\$ 200.00	\$ 3.00	\$ 600.00
23	321723	GENERAL SITE PREPARATION (ELIMINATE 8" PAVEMENT MARKINGS)	LF	312	\$ 2.00	\$ 624.00	\$ 4.02	\$ 1,254.24
24	328000	ADJUST IRRIGATION SYSTEM (NORTHEAST QUADRANT)	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00
25	344113	INS HWY TRF SIG	EA	1	\$ 26,750.00	\$ 26,750.00	\$ 40,091.67	\$ 40,091.67
26	344113	RED CONFIRMATION LIGHTS	EA	4	\$ 250.00	\$ 1,000.00	\$ 458.33	\$ 1,833.32
27	344113	PEDESTAL POLE ASSEMBLY (12')	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,000.00	\$ 6,000.00
28	344113	PED PUSHBUTTON POLE ASSEMBLY	EA	4	\$ 1,650.00	\$ 6,600.00	\$ 1,819.00	\$ 7,276.00
29	344113	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 1,200.00	\$ 9,600.00	\$ 2,451.67	\$ 19,613.36
30	344130	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	677	\$ 1.25	\$ 846.25	\$ 2.43	\$ 1,645.11
31	344130	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	390	\$ 2.00	\$ 780.00	\$ 2.75	\$ 1,072.50
32	344130	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	855	\$ 2.45	\$ 2,094.75	\$ 3.17	\$ 2,710.35
33	344130	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	845	\$ 5.00	\$ 4,225.00	\$ 4.25	\$ 3,591.25
34	344130	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	1,819	\$ 2.65	\$ 4,820.35	\$ 2.48	\$ 4,420.17
35	344135	GROUND BOX TY C (162911)W/APRON	EA	5	\$ 750.00	\$ 3,750.00	\$ 1,103.33	\$ 5,516.65
36	344150	INSTALL SMALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	EA	4	\$ 600.00	\$ 2,400.00	\$ 838.33	\$ 3,353.32
37	344150	REMOVAL OF SMALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	EA	3	\$ 120.00	\$ 360.00	\$ 176.67	\$ 530.01
38	344150	REMOVAL OF SMALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES (SIGN ONLY)	EA	1	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00
39	344150	RELOCATE SMALL ROADSIDE SIGN SUPPORTS & ASSEMBLIES	EA	2	\$ 350.00	\$ 700.00	\$ 700.00	\$ 1,400.00
40	347113	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	\$ 1,250.00	\$ 2,500.00	\$ 8,500.00	\$ 17,000.00
					TOTAL	\$167,967.00		\$253,481.70

Base Bid for FM423 & Rockhill Pkwy		\$ 167,967
Additional Items		
Add Poles & Mast Arms	\$ 43,800	
Add Radar Detection & Comm Cable	\$ 36,595	
Add Battery Backup	\$ 7,500	
Add Controller	\$ 4,400	
Add Curb Ramps	\$ 11,850	
Add Powder Coating	\$ 6,500	
Add TOTAL	\$ 110,645	
Sub Total		\$ 278,612
Deductions Items		
Adjust Irrigation	\$ 6,500	
		\$ 272,112

Legacy Dr at Warren Pkwy Traffic Signal Modifications
 CIP13-0019 & BID No. 1510-001
 Munis No. 14127

City Spec. No.	Item No.	Name of Pay Item	Est. Quantity	Unit	Engineer's Estimate		Durable Specialties		Jim Bowman Construction	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	017113	2000 Mobilization	1	LS	\$11,188.75	\$11,188.75	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
2	024100	2800 Remove Sidewalk & Ramps (Including Curb & Gutter)	59	SY	\$12.00	\$708.00	\$40.00	\$2,360.00	\$40.00	\$2,360.00
3	033101	2800 Drill Shaft (Trf Sig Pole) (24")	30	LF	\$150.00	\$4,500.00	\$140.00	\$4,200.00	\$200.00	\$6,000.00
4	033101	2900 Drill Shaft (Trf Sig Pole) (36")	13	LF	\$225.00	\$2,925.00	\$200.00	\$2,600.00	\$245.00	\$3,185.00
5	033101	3000 Drill Shaft (Trf Sig Pole) (48")	44	LF	\$325.00	\$14,300.00	\$240.00	\$10,560.00	\$430.00	\$18,920.00
6	260500	2300 Electric Conductor (No. 4) Insulated	105	LF	\$1.75	\$183.75	\$2.00	\$210.00	\$2.00	\$210.00
7	260500	2400 Electric Conductor (No. 6) (Bare)	965	LF	\$1.25	\$1,206.25	\$1.00	\$965.00	\$1.25	\$1,206.25
8	260500	2700 Electric Conductor (No. 8) (Insulated)	2,800	LF	\$1.25	\$3,500.00	\$1.00	\$2,800.00	\$1.25	\$3,500.00
9	260500	2800 Electric Conductor (No. 12) (Insulated)	600	LF	\$1.00	\$600.00	\$1.00	\$600.00	\$0.80	\$480.00
10	270500	2000 Conduit (PVC) (SCHD 40) (2")	200	LF	\$6.00	\$1,200.00	\$9.00	\$1,800.00	\$10.00	\$2,000.00
11	270500	2100 Conduit (PVC) (SCHD 40) (2") (Bore)	105	LF	\$18.00	\$1,890.00	\$18.00	\$1,890.00	\$22.50	\$2,362.50
12	270500	2200 Conduit (PVC) (SCHD 40) (3")	180	LF	\$7.00	\$1,260.00	\$10.00	\$1,800.00	\$11.25	\$2,025.00
13	270500	2400 Conduit (PVC) (SCHD 40) (4")	265	LF	\$9.00	\$2,385.00	\$12.00	\$3,180.00	\$12.50	\$3,312.50
14	270500	2500 Conduit (PVC) (SCHD 40) (4") (Bore)	105	LF	\$22.00	\$2,310.00	\$20.00	\$2,100.00	\$35.00	\$3,675.00
15	321650	2100 Reinforced Concrete Sidewalk (6")	78	SY	\$45.00	\$3,510.00	\$40.00	\$3,120.00	\$80.00	\$6,240.00
16	321655	2000 Barrier Free Ramp	6	EA	\$1,400.00	\$8,400.00	\$1,500.00	\$9,000.00	\$5,000.00	\$30,000.00
17	321723	2000 Pavement Markers & Markings (Type I & II)(W)(4")	208	LF	\$0.75	\$156.00	\$1.00	\$208.00	\$1.50	\$312.00
18	321723	2200 Pavement Markers & Markings (Type I & II)(W)(8")	425	LF	\$1.50	\$637.50	\$1.00	\$425.00	\$3.00	\$1,275.00
19	321723	2300 Pavement Markers & Markings (Type I & II)(W)(12")	27	LF	\$4.50	\$121.50	\$4.00	\$108.00	\$4.50	\$121.50
20	321723	2400 Pavement Markers & Markings (Type I & II)(W)(24")	431	LF	\$8.50	\$3,663.50	\$8.00	\$3,448.00	\$9.00	\$3,879.00
21	321723	2500 Pavement Markers & Markings (Type I & II)(W)(Arrow)	8	EA	\$155.00	\$1,240.00	\$190.00	\$1,520.00	\$132.00	\$1,056.00
22	321723	2600 Pavement Markers & Markings (Type I & II)(W)(Word)	4	EA	\$180.00	\$720.00	\$200.00	\$800.00	\$138.00	\$552.00
23	321723	2700 Pavement Markers & Markings (Type I & II)(Y)(4")	134	LF	\$0.75	\$100.50	\$1.00	\$134.00	\$1.50	\$201.00
24	321723	2800 Pavement Markers & Markings (Type I & II)(Y)(12")	43	LF	\$4.50	\$193.50	\$4.00	\$172.00	\$3.00	\$129.00
25	321723	3500 Remove Pavement Markers & Markings	718	LF	\$3.00	\$2,154.00	\$0.50	\$359.00	\$2.50	\$1,795.00
26	321723	3600 Remove Pavement Markers & Markings (Arrow/Word)	3	EA	\$60.00	\$180.00	\$49.00	\$147.00	\$60.00	\$180.00
27	344113	2000 Install Highway Traffic Signal (Isolated)	1	LS	\$15,000.00	\$15,000.00	\$32,000.00	\$32,000.00	\$49,650.00	\$49,650.00
28	344113	2100 APS Push Buttons (Contractor Supply and Install)	8	EA	\$1,200.00	\$9,600.00	\$945.00	\$7,560.00	\$2,030.00	\$16,240.00
29	344113	2300 Pedestrian Pole Assembly (Contractor Supply and Install)	5	EA	\$1,600.00	\$8,000.00	\$975.00	\$4,875.00	\$1,750.00	\$8,750.00
30	344113	2500 Luminaire Fixtures for Signal Poles (Contractor Supply and Install)	3	EA	\$0.00	\$0.00	\$650.00	\$1,950.00	\$815.00	\$2,445.00
31	344113	2600 Red-Indication Confirmation Lights (Contractor Supply and Install)	3	EA	\$0.00	\$0.00	\$250.00	\$750.00	\$250.00	\$750.00
32	344130	2000 Traffic Signal Cable (TY A) (5 CONDR) (14 AWG)	259	LF	\$2.00	\$518.00	\$1.00	\$259.00	\$1.25	\$323.75
33	344130	2100 Traffic Signal Cable (TY A) (7 CONDR) (14 AWG)	410	LF	\$2.00	\$820.00	\$1.00	\$410.00	\$1.55	\$635.50
34	344130	2200 Traffic Signal Cable (TY A) (10 CONDR) (14 AWG)	1405	LF	\$2.50	\$3,512.50	\$2.00	\$2,810.00	\$2.65	\$3,723.25
35	344130	2300 Traffic Signal Cable (TY A) (20 CONDR) (14 AWG)	885	LF	\$3.50	\$3,097.50	\$3.00	\$2,655.00	\$5.00	\$4,425.00
36	344130	2500 Traffic Signal Cable (TY C) (2 CONDR) (12 AWG)	1730	LF	\$1.50	\$2,595.00	\$1.00	\$1,730.00	\$2.50	\$4,325.00
37	344135	2300 Ground Box TY C w/ Apron	5	EA	\$800.00	\$4,000.00	\$700.00	\$3,500.00	\$750.00	\$3,750.00
38	344150	2000 Small Roadside Sign Support & Assembly (Install)	3	EA	\$500.00	\$1,500.00	\$700.00	\$2,100.00	\$940.00	\$2,820.00
39	344150	2100 Small Roadside Sign Support & Assembly (Remove)	1	EA	\$200.00	\$200.00	\$135.00	\$135.00	\$65.00	\$65.00
40	347113	2000 Barricades, Signs and Traffic Handling	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$19,500.00	\$19,500.00
41		Contingency	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL						\$143,076.25		\$143,240.00		\$244,375.25

Base Bid for Legacy Dr and Warren Parkway	\$ 143,240
Additional Items	
Add Poles & Mast Arms	\$ 68,700
Add Radar Detection & Comm Cable	\$ 36,595
Add Battery Backup	\$ 7,500
Add Controller	\$ 4,400
Add Powder Coating	\$ 6,500
Add Contingency	\$ 20,000
Add TOTAL	\$ 143,695
Sub Total	\$ 286,935

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

**TRAFFIC SIGNAL INSTALLATION:
COIT ROAD AT E. FIRST STREET
Project Number 1909-TR**

BID NO. 2019-59-B



**TOWN OF PROSPER
COLLIN COUNTY, TEXAS**

TOWN OFFICIALS

**Ray Smith, Mayor
Curry Vogelsang, Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Marcus E. Ray, Place 1
Craig Andres, Place 2
Meigs Miller, Place 4
Jeff Hodges, Place 5**

Harlan Jefferson, Town Manager

May 2019

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

**TRAFFIC SIGNAL INSTALLATION:
COIT ROAD AT E. FIRST STREET**
Project Number 1909-TR

BID NO. 2019-59-B

Prepared for:

**TOWN OF PROSPER
COLLIN COUNTY, TEXAS**

May 2019

Prepared by:



2801 Internet Boulevard, Suite 800, Frisco TX 75024
TBPE No. F-274



Karl Rothermel

May 23, 2019

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LEGAL NOTICE

The Town of Prosper is accepting sealed bids for **BID NO. 2019-59-B TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET.** Bids will be accepted until **3:30 P.M. on Thursday, June 20, 2019** in the Purchasing Office, located in the 3rd Floor Finance Suite in Town Hall, 200 S. Main St., Prosper, Texas 75078. Any bids received after this time will not be accepted and will be returned unopened. Bids will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite in Town Hall, 200 S. Main St., Prosper, Texas 75078, immediately following the bid deadline.

The Project consists of furnishing all labor, equipment and materials, and performing all work necessary for the construction of a traffic signal at the intersection of Coit Road and E. First Street including signing, pavement markings, ADA crosswalks.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Purchasing Department, 200 S. Main Street, Prosper, TX 75078, (972)569-1018** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january.cook@prospertx.gov. **Friday, June 14th, at 12:00 P.M.** will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO BIDDERS

1. **Submittal Deadline:** Bids will be accepted until 3:30 P.M. on Thursday, June 20, 2019.
2. **Submittal Location:** Bids will be accepted in the Purchasing Office, located in the 3rd Floor Finance Suite in Town Hall, 200 S. Main St., Prosper, Texas 75078.
3. **Submittal Requirements:** Each Bidder shall submit one (1) original and one (1) copy of their bid, along with their bid security and Out of State Contractor Compliance (if necessary), in a sealed envelope clearly marked with their name and **BID NO. 2019-59-B, TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET.**
4. **Bid Opening:** Bids will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite in Town Hall, 200 S. Main St., Prosper, Texas 75078, immediately following the bid deadline.
5. **Bidding Documents:** Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper
Purchasing Department
200 S. Main Street
Prosper, TX 75078
Phone: (972) 569-1018

or

Download free of charge from Current Bidding Opportunities, at the following link:

<http://www.prospertx.gov/business/bid-opportunities/>.

6. **Questions and Requests for Clarification:** Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. **Friday, June 14, 2019, at 12:00 P.M.** will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
7. **Addenda:** If it becomes necessary to provide additional information to potential Bidders, the Town of Prosper will issue an addendum containing the necessary information.
8. **Pre-Bid Meeting:** A pre-bid meeting **will not** be held for this project.
9. **Site Visit:** N/A

BID PROPOSAL FORM**Bid No. 2019-59-B
TRAFFIC SIGNAL AT COIT ROAD AND E. FIRST STREET**BIDDER: Roadway Solutions, Inc.ADDRESS: 1425 Crescent Dr.
Carrollton, TX 75006PHONE: 972-245-2244PRIMARY CONTACT: Mori GraminiEMAIL ADDRESS: roadwaysolutions@aol.com**PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR BID. ANY BID RECEIVED WITHOUT ONE (1) ORIGINAL AND ONE (1) COPY MAY BE CONSIDERED NON-RESPONSIVE.**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.
3. The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
5. Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Number	Dated	Received
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET (1909-TR)

BID NO. 2019-59-B

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6. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
7. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
8. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
9. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
10. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
11. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
12. Bidder will substantially complete the Work for the price(s) shown in the following schedule of bid items and within **315 calendar days. Work is anticipated to commence on September 1, 2019.**

NOTE: Bidder may substitute a computer printout for this bid schedule provided the computer printout contains identical item numbers, quantities, and descriptions to those provided in this bid schedule. In case of ambiguity or lack of clearness in stating prices in this Bid, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid.

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
1	1	LS	Mobilization	\$ <u>12,725.00</u>	\$ <u>12,725.00</u>
			Twelve Thousand Seven hundred twenty five <u>NO</u> Dollars <u>NO</u> Cents		
2	1	LS	Traffic Control and Regulation	\$ <u>3,250.00</u>	\$ <u>3,250.00</u>
			Three thousand two hundred fifty <u>NO</u> Dollars <u>NO</u> Cents		
3	36	LF	For furnishing all labor, materials, supervision, and equipment necessary for Drill Shaft (Traffic Signal Pole) (24-Inch Diameter).	\$ <u>165.00</u>	\$ <u>5,940.00</u>
			one hundred sixty five <u>NO</u> Dollars <u>NO</u> Cents		
4	26	LF	For furnishing all labor, materials, supervision, and equipment necessary for Drill Shaft (Traffic Signal Pole) (36-Inch Diameter).	\$ <u>395.00</u>	\$ <u>10,270.00</u>
			Three hundred ninety five <u>NO</u> Dollars <u>NO</u> Cents		
5	44	LS	For furnishing all labor, materials, supervision, and equipment necessary for Drill Shaft (Traffic Signal Pole) (48-Inch Diameter).	\$ <u>475.00</u>	\$ <u>20,900.00</u>
			Four hundred seventy five <u>NO</u> Dollars <u>NO</u> Cents		
6	6	EA	For furnishing all labor, materials, supervision, and equipment necessary for Curb Ramps (Type 1).	\$ <u>1,975.00</u>	\$ <u>11,850.00</u>
			one thousand nine hundred seventy five <u>NO</u> Dollars <u>NO</u> Cents		

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
7	35	LF	For furnishing all labor, materials, supervision, and equipment necessary for Conduit (PVC) (Sched 40) (2-Inch). <u>SIX</u> Dollars <u>NO</u> Cents	\$ <u>6.00</u>	\$ <u>210.00</u>
8	200	LF	For furnishing all labor, materials, supervision, and equipment necessary for Conduit (PVC) (Sched 40) (3-Inch). <u>SEVEN</u> Dollars <u>NO</u> Cents	\$ <u>7.00</u>	\$ <u>1400.00</u>
9	25	LF	For furnishing all labor, materials, supervision, and equipment necessary for Conduit (PVC) (Sched 40) (4-Inch). <u>nine</u> Dollars <u>NO</u> Cents	\$ <u>9.00</u>	\$ <u>225.00</u>
10	3600	LF	For furnishing all labor, materials, supervision, and equipment necessary for Elec. Conductor (No. 8) Insulated. <u>NO</u> Dollars <u>Seventy five</u> Cents	\$ <u>.75</u>	\$ <u>2700.00</u>
11	810	LF	For furnishing all labor, materials, supervision, and equipment necessary for Elec. Conductor (No. 6) Bare. <u>NO</u> Dollars <u>Eighty</u> Cents	\$ <u>.80</u>	\$ <u>648.00</u>
12	55	LF	For furnishing all labor, materials, supervision, and equipment necessary for Elec. Conductor (No. 6) Insulated. <u>NO</u> Dollars <u>Eighty five</u> Cents	\$ <u>.85</u>	\$ <u>46.75</u>

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
13	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for Ground Box Type D (16x29x22) with Apron. <u>nine hundred</u> Dollars <u>NO</u> Cents	\$ <u>900.00</u>	\$ <u>900.00</u>
14	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for Electrical Service Type D 120/240 070 (NS) AL (E) PS (U). <u>Six thousand five hundred</u> Dollars <u>NO</u> Cents	\$ <u>6500.00</u>	\$ <u>6500.00</u>
15	2	EA	For furnishing all labor, materials, supervision, and equipment necessary for Relocating Small Road Sign Type 10 BWG. <u>five hundred</u> Dollars <u>NO</u> Cents	\$ <u>500.00</u>	\$ <u>1000.00</u>
16	760	LF	For furnishing all labor, materials, supervision, and equipment necessary for Reflective Pavement Marking Type 2 (White) 12" (Solid). <u>Three</u> Dollars <u>twenty five</u> Cents	\$ <u>3.25</u>	\$ <u>2470.00</u>
17	180	LF	For furnishing all labor, materials, supervision, and equipment necessary for Reflective Pavement Marking Type 2 (White) 24" (Solid). <u>Six</u> Dollars <u>twenty five</u> Cents	\$ <u>6.25</u>	\$ <u>1125.00</u>
18	760	LF	For furnishing all labor, materials, supervision, and equipment necessary for Pavement Sealer 12". <u>one</u> Dollars <u>seventy five</u> Cents	\$ <u>1.75</u>	\$ <u>1330.00</u>

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
19	180	LF	For furnishing all labor, materials, supervision, and equipment necessary for Pavement Sealer 24" . <u>three</u> Dollars <u>NO</u> Cents	\$ <u>3.00</u>	\$ <u>540.00</u>
20	180	LF	For furnishing all labor, materials, supervision, and equipment necessary for Eliminating Existing Pavement Markings (24") . <u>three</u> Dollars <u>Seventy five</u> Cents	\$ <u>3.75</u>	\$ <u>675.00</u>
21	760	LF	For furnishing all labor, materials, supervision, and equipment necessary for Pavement Surface Preparation for Markings (12") . <u>one</u> Dollars <u>NO</u> Cents	\$ <u>1.00</u>	\$ <u>760.00</u>
22	180	LF	For furnishing all labor, materials, supervision, and equipment necessary for Pavement Surface Preparation for Markings (24") . <u>one</u> Dollars <u>ten</u> Cents	\$ <u>1.10</u>	\$ <u>198.00</u>
23	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for Installing Highway Traffic Signal (Isolated) . <u>Thirty nine thousand</u> Dollars <u>Seventy five</u> Cents <u>NO</u>	\$ <u>39,750.00</u>	\$ <u>39,750.00</u>
24	11	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Green) . <u>Two hundred eighty five</u> Dollars <u>no</u> Cents	\$ <u>285.00</u>	\$ <u>3135.00</u>

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
25	5	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Green Arrow). <u>three hundred</u> Dollars <u>NO</u> Cents	\$ <u>300.00</u>	\$ <u>1500.00</u>
26	11	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Yellow). <u>three hundred</u> Dollars <u>NO</u> Cents	\$ <u>300.00</u>	\$ <u>3300.00</u>
27	9	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Yellow Arrow). <u>three hundred</u> Dollars <u>NO</u> Cents	\$ <u>300.00</u>	\$ <u>2700.00</u>
28	11	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Red). <u>three hundred</u> Dollars <u>NO</u> Cents	\$ <u>300.00</u>	\$ <u>3300.00</u>
29	8	EA	For furnishing all labor, materials, supervision, and equipment necessary for Vehicle Signal Section (12") LED (Red Arrow). <u>Three hundred</u> Dollars <u>NO</u> Cents	\$ <u>300.00</u>	\$ <u>2400.00</u>
30	8	EA	For furnishing all labor, materials, supervision, and equipment necessary for Pedestrian Signal Section (12") LED (Countdown). <u>six hundred.</u> Dollars <u>seventy five</u> Cents <u>NO</u>	\$ <u>675.00</u>	\$ <u>5400.00</u>

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
 BID NO.: 2019-59-B
 CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
31	10	EA	For furnishing all labor, materials, supervision, and equipment necessary for Back Plate (12-inch) (3 Section). <u>one hundred</u> Dollars <u>NO</u> Cents	\$ <u>100.00</u>	\$ <u>1000.00</u>
32	5	EA	For furnishing all labor, materials, supervision, and equipment necessary for Back Plate (12-inch) (5 Section). <u>one hundred ten</u> Dollars <u>NO</u> Cents	\$ <u>110.00</u>	\$ <u>550.00</u>
33	550	LF	For furnishing all labor, materials, supervision, and equipment necessary for Traffic Signal Cable (Type A) (14 AWG) (5 Conductor). <u>one</u> Dollars <u>NO</u> Cents	\$ <u>1.00</u>	\$ <u>550.00</u>
34	255	LF	For furnishing all labor, materials, supervision, and equipment necessary for Traffic Signal Cable (Type A) (14 AWG) (7 Conductor). <u>one</u> Dollars <u>seventy five</u> Cents	\$ <u>1.75</u>	\$ <u>446.25</u>
35	1145	LF	For furnishing all labor, materials, supervision, and equipment necessary for Traffic Signal Cable (Type A) (14 AWG) (10 Conductor). <u>two</u> Dollars <u>NO</u> Cents	\$ <u>2.00</u>	\$ <u>2290.00</u>
36	785	LF	For furnishing all labor, materials, supervision, and equipment necessary for Traffic Signal Cable (Type A) (14 AWG) (20 Conductor). <u>five</u> Dollars <u>no</u> Cents	\$ <u>5.00</u>	\$ <u>3925.00</u>

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
BID NO.: 2019-59-B
CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
37	1545	LF	For furnishing all labor, materials, supervision, and equipment necessary for Traffic Signal Cable (Type C) (12 AWG) (2 Conductor).	\$ <u>2.00</u>	\$ <u>3090.00</u>
			<u>two</u> Dollars <u>NO</u> Cents		
38	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for Installing Traffic Signal Pole and Mast Arm (40') Luminaire and ILSN.	\$ <u>10,650.00</u>	\$ <u>10,650.00</u>
			<u>ten thousand six hundred fifty</u> Dollars <u>NO</u> Cents		
39	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for Installing Traffic Signal Pole and Mast Arm (44') Luminaire and ILSN	\$ <u>11,250.00</u>	\$ <u>11,250.00</u>
			<u>eleven thousand two hundred fifty</u> Dollars <u>NO</u> Cents		
40	2	EA	For furnishing all labor, materials, supervision, and equipment necessary for Installing Traffic Signal Pole and Mast Arm (55') Luminaire and ILSN	\$ <u>23,400.00</u>	\$ <u>46,800.00</u>
			<u>twenty three thousand four hundred</u> Dollars <u>NO</u> Cents		
41	6	EA	For furnishing all labor, materials, supervision, and equipment necessary for Pedestal Pole Assembly.	\$ <u>1175.00</u>	\$ <u>7050.00</u>
			<u>one thousand one hundred seventy five</u> Dollars <u>NO</u> Cents		
42	8	EA	For furnishing all labor, materials, supervision, and equipment necessary for Pedestrian Detection Push Button (APS)	\$ <u>1175.00</u>	\$ <u>9400.00</u>
			<u>one thousand one hundred seventy five</u> Dollars <u>NO</u> Cents		

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET
BID NO.: 2019-59-B
CONTRACT BID SCHEDULE

Item Number	Estimated Quantity	Unit	Description and Price in Words	Unit Price in Figures	Total Amount
43	4	EA	For furnishing all labor, materials, supervision, and equipment necessary for Radar Presence Detector. <u>eight thousand</u> <u>five hundred</u> <u>no</u> Dollars Cents	\$ <u>8500.00</u>	\$ <u>34,000</u>
44	865	LF	For furnishing all labor, materials, supervision, and equipment necessary for Radar Presence Detector Comm Cable <u>three</u> <u>no</u> Dollars Cents	\$ <u>3.00</u>	\$ <u>2595.00</u>
45	1	EA	For furnishing all labor, materials, supervision, and equipment necessary for BBU System (External Batt Cabinet) <u>seven thousand</u> <u>five hundred</u> <u>no</u> Dollars Cents	\$ <u>7500.00</u>	\$ <u>7500.00</u>

LABOR AND MATERIAL BREAKDOWN

- a. Total cost of materials \$ 143000 incorporated into work.
- b. Total cost of materials purchased or incorporated into work (including sales or use tax). \$ 143000 leased for use, but not
- c. Total cost of labor, overhead, profit incidental costs of the work. \$ 145244 and other reasonable

TOTAL BID AMOUNT \$ 288,244.00

13. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **315 calendar days** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
14. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
15. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
16. Each bidder shall include the following information in this Bid:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Bid	\$ <u>143000</u>	\$ <u>145244</u>	\$ <u>288244</u>
Alternate Bid	\$ _____	\$ _____	\$ _____

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

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>Roadmaster Striping</u>	<u>Striping</u>	<u>1.71</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
	Total % of Work Subcontracted:		<u>1.71</u>

18. Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1. <u>Structural Steel Products, Inc.</u>	<u>Traffic Signal Poles & Mast arms</u>
2. <u>Techline</u>	<u>Wire & cable</u>
3. <u>Paradigm</u>	<u>cabinet</u>
4. <u>Consolidated Traffic Control</u>	<u>Signal Items</u>
5. <u>Twincrest Technologies</u>	<u>Radar</u>
6. _____	_____

19. In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by Surety Solutions to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**
20. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

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

This is a Bid of Roadway Solutions Inc, a corporation organized and existing under the laws of the State of Texas, or a limited partnership organized and existing under the laws of the State of _____, or a partnership, consisting of _____ or an Individual doing business as _____.

Seal and Authorization
(If a Corporation)

(Signed) [Signature]
(Title) _____
(Street Address) 1425 Crescent Dr.
(City and State) Carrollton, Tx 75006
(Telephone Number) 214-535-5015
(Date) 6,20,19

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Roadway Solutions, Inc., whose address is 1425 Crescent Dr., Carrollton, Texas 75006, hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$5% of Total Amount Bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

**BID NO. 2019-59-B
TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET**

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

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

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

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

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET (1909-TR)

BID NO. 2019-59-B

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IN WITNESS WHEREOF, this instrument is executed in 1 copies, each one of which shall be deemed an original, this, the 20th day of June, 2019.

ATTEST:

By: [Signature]
Signature
Typed/Printed Name
Title
1425 Crescent Dr.
Address
Carrollton, Texas 75006
City State Zip
972.245.2244
Phone Fax

PRINCIPAL:

Roadway Solutions, Inc.
Company Name
By: [Signature]
Signature
Morrie Gamini
Typed/Printed Name
Vice - President
Title
1425 Crescent Dr.
Address
Carrollton, Texas 75006
City State Zip
972.245.2244
Phone Fax

ATTEST:

By: [Signature]
Signature
Andy Dunn
Printed Name
Witness
Title
P.O.Box 1267
Address
Frisco, Texas 75034
City State Zip
972.562.6997
Phone Fax

SURETY: Merchants Bonding Company (Mutual)

By: [Signature]
Signature
Shane A. Humphrey
Printed Name
Attorney-in-Fact
Title
P.O.Box 14498
Address
Des Moines, IA 50306-3498
City State Zip
800.678.8171
Phone Fax

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

NAME: Surety Solutions Agency, Inc.
STREET ADDRESS: 3636 N. Custer Rd.
CITY, STATE, ZIP: McKinney, Texas 75071

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

OUT-OF-STATE CONTRACTOR COMPLIANCE TO STATE LAW

Texas Government Code §2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. (This information may be obtained from the Texas Register.) The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. The exact language of the statute is set out below.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Company	By _____ (Please Print)
Address	Signature
City State Zip	Title (Please Print)

“Tex. Gov’t Code Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.”

9. the Contractor's Bid Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Two Hundred Eighty-Eight Thousand Two Hundred Forty-Four Dollars and no cents (\$288,244.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **315** calendar days after the date of the Notice to Proceed for the base bid. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF,

DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

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

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

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

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

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

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

E. Insurance Requirements

1. Before commencing work, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance coverage written by companies approved by the State of Texas and acceptable to the Town of Prosper. The Contractor shall furnish to the Town of Prosper Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

BID NO. 2019-59-B

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST

STREET

Attn: Purchasing Agent
200 S. Main Street
Prosper, TX 75078

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. If high risk or dangerous activities are included in the Work, explosion, collapse and underground (XCU) coverage is also required. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 - (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - (c) Umbrella or Excess Liability insurance with minimum limits of \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs a and b. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.
2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:

- (a) A waiver of subrogation in favor of Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The Town of Prosper, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement 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.)
 - (c) All insurance policies shall be endorsed to the effect that Town of Prosper will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- 3. All insurance shall be purchased from an insurance company that meets a financial rating of "A" or better as assigned by the A.M. BEST Company or equivalent.
 - 4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided

- for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. 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 bid price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total bid 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 bid 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 B, C and D. 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.

H. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

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

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

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

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Other Items

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

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

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

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

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

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.

ROADWAY SOLUTIONS, INC.**TOWN OF PROSPER, TEXAS**

By: _____

By: **HARLAN JEFFERSON**

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address: 1425 Crescent Dr.
Carrollton, TX 75006Address: 200 S. Main Street
Prosper, TX 75078Phone: (972) 245-2244
Email: roadwaysolutions@aol.comPhone: (972) 346 - 2640
Email: harlan_jefferson@prospertx.gov

ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **13th** day of **August A.D. 2019**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2019-59-B
TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET

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

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

making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **13th** day of **August A.D. 2019**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2019-59-B TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **13th** day of **August 2019**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2019-59-B TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET

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

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

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

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET (1909-TR)
BID NO. 2019-59-B
PAGE 39

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

GENERAL CONDITIONS

GC.01 **PURPOSE:** The General Conditions contained herein set forth conditions or requirements common to this Contract and all other construction contracts issued by the Town of Prosper.

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

CALENDAR DAY: Any days of the week or month, no days being excepted.

CONTRACT DOCUMENTS: All of the written, printed, typed, and drawn instruments that comprise and govern the performance of the contract as defined by the Construction Agreement.

ENGINEER: The ENGINEER of the OWNER or his designee.

EXTRA WORK: Work required by the OWNER other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

HOLIDAYS: The ten official holidays observed are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

OWNER: The Town of Prosper, Texas, acting through the Town Manager under authority granted by the Town Council.

OWNER'S REPRESENTATIVE: The Executive Director of Development and Community Services of the Town of Prosper or his designee.

SUB-CONTRACTOR: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

SUBSTANTIALLY COMPLETE: The condition upon which the Work has been made suitable for use and may serve its intended purpose but may still require minor miscellaneous work and adjustment.

WORK: All work to be performed by the CONTRACTOR under the terms of the Contract, including the furnishing of all materials, supplies, machinery, equipment, tools, superintendence, labor, submittals, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation, facilities, and other incidentals.

WRITTEN NOTICE: Notice required by the Contract shall be served concurrently to the OWNER'S REPRESENTATIVE, ENGINEER, and/or CONTRACTOR.

Notice delivered by mail shall be effective on the postmark date, notice delivered by hand shall be effective the date of delivery, and notice delivered by facsimile or e-mail shall be effective the date of transmission, provided that any notice served after 5 PM or on a weekend or holiday shall be effective the following business day.

GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:

- (a) Intent of Contract Documents: The intent of the Contract Documents is to prescribe a complete work or improvement, which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, special provisions, proposal and contract. The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, proposal and contract, and shall do such additional extra work as may be considered necessary to complete the work in satisfactory and acceptable manner. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the satisfactory prosecution and completion of the work.
- (b) No Waiver of Legal Right: Inspection by the OWNER or ENGINEER, any order, measurement, or certificate by OWNER or ENGINEER, any order by the OWNER for payment of money, any payment for or acceptance of any work, or any extension of time, or any possession taken by the OWNER, shall not operate as a waiver of any provisions of the Contract Documents or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other subsequent breach. The OWNER deserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The OWNER reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the CONTRACTOR or his agents and the ENGINEER or his assistants, discovered in the work after the final payment has been made.
- (c) Changes and Alterations: The CONTRACTOR further agrees that the OWNER or ENGINEER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompany Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

- (d) Discrepancies and Omissions: It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined by the Construction Agreement shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
- (e) Plans and Specifications: The OWNER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
- (f) Ownership of Drawings: All drawings, specifications and copies thereof furnished by the OWNER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
- (g) Adequacy of Design: It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.
- (h) Line and Grade: The ENGINEER will furnish control benchmarks for the construction of the Work. The CONTRACTOR shall use the control benchmarks and data shown on the drawings. No construction staking will be provided by the ENGINEER or owner for this project. Any restaking, and all construction staking, required shall be at the sole cost of the CONTRACTOR.
- (i) Right of Way and Easements: The OWNER will obtain all necessary right of ways and easements required for the completion of the Work. No work shall be undertaken on nor shall men, tools, equipment, or other supplies occupy any ground outside right of ways and easements. If Contractor wants to work outside right of ways and easements and is able to make an agreement with the Property Owner, then the agreement should be documented and signed by the Property Owner and CONTRACTOR with a copy submitted to the OWNER before work off the easement commences.

The OWNER will obtain permits and/or license agreements necessary for work to be performed on right of ways or easements owned by other agencies including, but not limited to, the Texas Departments of Transportation, North Texas Tollway Authority, BNSF Railway, and utility companies. The CONTRACTOR shall comply with the conditions of these permits and/or license agreements as if they were a part of the Contract Documents.

- (j) Existing Utilities and Structures: The location of existing utilities shown on the plans are based on the interpretation of the best available information and are not warranted by the OWNER or ENGINEER. It shall be the responsibility of the CONTRACTOR to verify and/or locate the various locations of pertinent utilities prior to or during construction. If any utility or irrigation system is broken by the Contractor, it shall be the responsibility of the CONTRACTOR to repair, at his own expense, the damaged line and restore it to its functional use.
- (k) Right of Entry: The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire. The CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- (l) Collateral Contracts: The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- (m) Objections and Determinations: The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.
- (n) Owner-Engineer Relationship: The duties, responsibilities and limitations of authority of the ENGINEER during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and OWNER'S instructions to the CONTRACTOR may be issued through the ENGINEER as if they were issued by the OWNER directly.

GC.04 CONTRACTOR RESPONSIBILITIES:

- (a) Contractor Independence: The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.
- (b) Assignment and Subletting: The CONTRACTOR agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the OWNER or ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this

contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

- (c) Contractor's Understanding: It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- (d) Duty of Contractor: The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction
- (e) Supervision by Contractor: The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.
- (f) Character of Workmen: The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER or ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S or ENGINEER'S written consent.
- (g) Contractor's Buildings: The building of structures or the erection of tents or other forms of protection will be permitted only for use as temporary office space or for storage of materials, equipment, and supplies and only at such places as the OWNER or ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the OWNER or ENGINEER. At no time shall employees or agents of the CONTRACTOR occupy such facilities except in conjunction with performance of the Work.
- (h) Protection of Site: The Contractor shall protect all structures, walks, pipe lines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.

- (i) Sanitation: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER or ENGINEER, and their use shall be strictly enforced.
- (j) Equipment, Materials, and Construction Plant: The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.
- (k) Losses from Natural Causes: Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

GC.05 PROTECTION OF PERSONS AND PROPERTY:

- (a) Protection Against Claims: If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

As a result of the additional work created to OWNER due to non-response of claims for damages by CONTRACTOR to third parties, CONTRACTOR shall incur penalties for failure to abide by this Special Condition.

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed a penalty by OWNER of \$75.00 per claim, for its failure to respond to

the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

To ensure CONTRACTOR compliance, the OWNER shall be notified, by copied correspondence of responses or settlement by CONTRACTOR.

- (b) Protection Against Accidents to Employees and the Public: The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
- (c) Protection of Adjoining Property: The CONTRACTOR shall take proper means to communicate with the adjacent or adjoining property owners and protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.
- (d) Protection Against Royalties or Patented Invention: The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner.
- (e) Threats to Persons or Property: The CONTRACTOR shall respond promptly to any imminent threat to persons or property arising from or in relation to performance of the Work. Failure to promptly correct any threat to persons or property may result in a temporary suspension of work until such time as the threat is resolved.

GC.06 PROSECUTION AND PROGRESS:

- (a) Time and Order of Completion: It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work in such manner as shall be most conducive to economy of construction; provided however, that the order and the time of prosecution shall be such that the work shall be Substantially Completed as a whole and in part in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit prior to beginning work, with each pay estimate, and at other such times as may reasonably be requested by the OWNER or ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

- (b) Working Hours: Permissible working hours are 7:00 AM to 7:00 PM Monday through Saturday, excluding holidays. Working hours are enforced by the Town of Prosper Police Department. Any variance to these working hours must be requested by the CONTRACTOR in writing at least two weeks in advance and will require approval from the OWNER upon positive recommendation of the ENGINEER.
- (c) Extension of Time: Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the OWNER and ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the OWNER or ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the OWNER or ENGINEER prompt notice in writing of the cause of such delay.
- (d) Hindrances and Delays: No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.
- (e) Liquidated Damages: The time of completion is of the essence for this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract or in an executed Change Order, including milestone completion dates, substantial completion, and final completion, the OWNER may deduct the following sum from monies due to the CONTRACTOR for each day the work remains uncompleted:

GC.07

Amount of Contract	Amount of Liquidated Damages
Less than \$50,000	\$100 per day
\$50,000 to \$100,000	\$150 per day
\$100,000 to \$500,000	\$200 per day
\$500,000 to \$1,000,000	\$250 per day
\$1,000,000 to \$5,000,000	\$500 per day
Greater than \$5,000,000	\$750 per day

GC.08 CONTROL OF WORK AND MATERIAL:

- (a) Shop Drawings and Submittals: The CONTRACTOR shall submit to the OWNER or ENGINEER, with such promptness as to cause no delay in his own work or in that of any other contractor, four (4) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the OWNER or ENGINEER shall pass upon them with reasonable promptness, noting desired corrections. The CONTRACTOR shall make any corrections required by the OWNER or ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The OWNER'S or ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the OWNER'S or ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the OWNER or ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the OWNER or ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

- (b) Temporary Traffic Control: Where the Work is carried on, in or adjacent to any road, alley, sidewalk, trail, or other public space, the CONTRACTOR shall at his own cost and expense furnish, erect and maintain temporary traffic control devices and shall take such other precautionary measures for the protection of persons or property and of the Work as are necessary. A sufficient number and arrangement of temporary traffic control devices shall be erected to keep vehicles and persons from entering on or into any work under construction. The CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

All temporary traffic control devices shall be clearly visible at all times of day and night. Signs and barricades shall be constructed of retro-reflective sheeting, and cones and other channelizing devices shall have retro-reflective banding. All temporary traffic control devices shall comply with and have the meanings prescribed by the Texas Manual of Uniform Traffic Control Devices.

The Contractor shall at all times coordinate the closing of any section of road, alley, sidewalk, trail, or other public space with the OWNER or ENGINEER. When such a closing is anticipated to have a duration longer than one (1) hour, the CONTRACTOR shall submit a traffic control plan at least 72 hours in advance to the OWNER or ENGINEER for review and approval.

The CONTRACTOR shall be held responsible for all damage to the Work due to failure of barricades, signs, to protect it, and whenever evidence is found of such damage, the OWNER or ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense.

- (c) Public Convenience: Materials stored about the Work shall be so placed, and the Work shall at all times to be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions at all roads, alleys, sidewalks, trails, and private driveways for the free passage of pedestrians and vehicles provided that where free passage is impractical or unnecessary in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of such diversions. The materials excavated, and the construction materials or plant used in the construction of the Work, shall be placed so as not to endanger the Work or prevent free access to all public and private utilities and related appurtenances.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from monies due or to become due to the Contractor.

- (d) Testing of Materials: Testing and inspection of materials required by the specifications shall be performed by a commercial testing laboratory selected by the CONTRACTOR and approved by the OWNER. Except as otherwise noted, the costs of laboratory tests will be paid by the CONTRACTOR, including any materials or specimens for testing. Any testing of material or workmanship required due to failure will be paid for by the CONTRACTOR. This payment will be made direct to the testing laboratory by the CONTRACTOR.

The CONTRACTOR shall furnish at his own expense, suitable evidence that the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe, valves, hydrants when it is definite that the material being furnished is in accordance with the manufacturer's or supplier's specifications to which the test results apply. Supplier's evidence of quality and gradation of asphaltic material will be acceptable as long as the material is secured from the sources to which the evidence applies.

Should the CONTRACTOR fail to provide the above information, or should the validity of the above information be called into question, the OWNER shall have the right to require tests to be made by the OWNER's laboratory to obtain this information and the cost therefore shall be borne by the CONTRACTOR or deducted from monies owed by the OWNER to the CONTRACTOR.

- (e) Trench Excavation Protection: It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific

applicability of a trench safety system to each field condition encountered on the project as required by Part 1926, Sub-part P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations. It will be the Contractor's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.

- (f) Explosives: The use of explosives shall not be permitted.

GC.09 INSPECTION AND ACCEPTANCE:

- (a) Inspection of Work: Inspection will be performed by representatives of the OWNER, ENGINEER, other reviewing agencies, and their designees. It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR is responsible for verifying with the OWNER, ENGINEER, or other reviewing agencies when an inspector is and is not required. The CONTRACTOR shall furnish the OWNER, ENGINEER, other reviewing agencies, and their designees reasonable access and facilities for inspecting the Work and determining whether or not the Work is in accordance with the Contract Documents

The CONTRACTOR shall be responsible for all costs associated with verifying the acceptability of work completed without proper inspection, as directed by the OWNER, ENGINEER, or other reviewing agency. If deemed to be unacceptable, the work may be ordered removed at the CONTRACTOR's expense.

- (b) Inspection Overtime: The OWNER and ENGINEER will provide inspection staff on weekdays between 8:00 AM and 5:00 PM. Inspection performed outside these hours or on weekends or holidays may be subject to an inspection overtime fee determined by the OWNER and ENGINEER. The CONTRACTOR is responsible for determining inspection overtime rules of other reviewing agencies.
- (c) Use of Completed Portions: The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER or ENGINEER may determine.
- (d) Defects and their Remedies: If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the OWNER or ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the OWNER or ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.
- (e) Preliminary Final Inspection: Upon substantial completion of the Work, the CONTRACTOR shall request a preliminary final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. The

OWNER or ENGINEER will provide written notice of any defects to the CONTRACTOR and the CONTRACTOR shall promptly remedy such defects in accordance with the Contract Documents.

- (f) Final Inspection: Upon completion of all items identified on the punch list, the CONTRACTOR shall request a final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. If additional defects are noted, the CONTRACTOR shall promptly remedy such defects and repeat this process. If the Work is found to be acceptable, the OWNER or ENGINEER will provide written notice of Completion of the Work to the CONTRACTOR.
- (g) Acceptance: Upon Completion, the CONTRACTOR shall submit to the OWNER or ENGINEER such documentation as is necessary to insure that the work has been completed, subcontractors and suppliers have been paid, any claims received have been settled, and other documentation as required by the OWNER or ENGINEER. If the documentation is found to be acceptable, the OWNER or ENGINEER will issue a written notice of Acceptance of the Work to the CONTRACTOR.

GC.10 MEASUREMENT AND PAYMENT:

- (a) Estimated Quantities: The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed. Bidders are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal blank for such work. It must be strictly understood that the prices bid are for complete and acceptable work.
- (b) Measurement: Quantities of individual items of work shall be based on the final, in-place quantity of the item of work, measured or computed using the units specified in the Proposal. Where a discrepancy in measured or computed quantities occurs among the OWNER, ENGINEER, and CONTRACTOR, the parties attempt to reconcile the discrepancy. If no reconciliation is possible, the determination of the ENGINEER shall be used.
- (c) Progress Payments: As close as practical to the end of each month in which work has been performed, the CONTRACTOR shall prepare and submit to the OWNER an application for payment showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER'S REPRESENTATIVE and/or ENGINEER shall promptly review CONTRACTOR'S application for payment, shall either approve or modify the total value of the work done by CONTRACTOR and the value of materials delivered on the site, and shall submit to OWNER such application for payment as approved or modified with OWNER'S REPRESENTATIVE'S and/or ENGINEER'S recommendation affixed thereto within ten (10) business days following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR within thirty (30) days following receipt of the application from CONTRACTOR, less any amount held for retainage or outstanding claims or defective work.

- (d) Payment Withheld: The OWNER may withhold any payment otherwise due to the CONTRACTOR. The amount of any withheld payment shall be as necessary to protect the OWNER's interest in the following circumstances:
- (i) unsatisfactory progress of the Work within the CONTRACTOR's control;
 - (ii) reasonable doubt that the Work can be completed for the unpaid balance;
 - (iii) failure of the CONTRACTOR to carry out orders of the OWNER;
 - (iv) defective work not remedied;
 - (v) the filing of a claim against the CONTRACTOR or reasonable evidence that a claim will be filled against the CONTRACTOR;
 - (vi) failure of the CONTRACTOR to make payment to subcontractors or suppliers for material and labor used in performance of the Work;
 - (vii) unsafe working conditions or threats to persons or property allowed to persist by the CONTRACTOR;
 - (viii) failure of the CONTRACTOR to provide work schedules, invoices, or other records requested by the OWNER;
 - (ix) use of subcontractors without the consent of the ENGINEER or OWNER;
 - (x) or, failure of the CONTRACTOR to keep current redline as-built drawings at the job site or to turn redline as-built drawings over to the OWNER.

GC.11 EXTRA WORK AND CLAIMS:

- (a) Change Orders: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by written Change Order prepared by the OWNER for execution by the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the OWNER, the OWNER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- (b) Minor Changes: The OWNER or ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the OWNER or ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the OWNER or ENGINEER for a written Field Order.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

- (c) Extra Work: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The OWNER or ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the OWNER or ENGINEER. The OWNER or ENGINEER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined; save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER or ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the OWNER or ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER or ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will

thereby preserve the right to submit the matter of payment to a court of general jurisdiction to decide the matter, otherwise the CONTRACTOR shall waive all claims for payment for Extra Work.

GC.12 CONTRACT TERMINATION

- (a) Abandonment by CONTRACTOR: In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER or ENGINEER, or if the CONTRACTOR fails to comply with the orders of the OWNER or ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

The OWNER may employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

The OWNER under sealed bids, after five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In the case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However,

should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance shall be issued. A complete itemized statement of the contract accounts, certified to by the OWNER or ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

After final completion of the work and in the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners.

- (b) Abandonment by OWNER: In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by

the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.

- (c) Termination of Contract in Case of National Emergency: Whenever, because of a national emergency, so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two (2) months, the Contractor shall within seven (7) days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If, after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contractor, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty (30) days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty (30) days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract:

BID NO. 2019-59-B

TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET

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

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

ENGINEER: The Engineer of Record as shown on the Construction Drawings:
Karl F. Rothermel, P.E., PTOE, Cobb, Fendley & Associates, Inc., or his designee.

TECHNICAL SPECIFICATIONS

**BID NO. 2019-59-B
TRAFFIC SIGNAL INSTALLATION: COIT ROAD AT E. FIRST STREET**

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To: Hulon T. Webb, Jr., P.E.
Town of Prosper

From: Carl LaFerney, PE, PTOE, MBA
Stantec
2435 N Central Expressway, Ste 750
Richardson, Texas 75080

Date: July 10, 2018

Reference: Town of Prosper Signal Warrant Studies

INTRODUCTION

This memorandum summarizes the analysis and results of a traffic signal warrant study conducted for four intersections in Prosper, Texas.

The study intersections and surrounding roadway network are shown in **Figure 1**. The following steps were executed to complete the analysis:

1. Collection of the existing traffic volumes;
2. Evaluation of site-specific conditions based upon field visits; and
3. Analysis of the signal warrants using the Texas MUTCD for existing and projected future conditions

The study intersections analyzed are as follows:

1. Coit Road and Richland Boulevard
2. Coit Road and First Street
3. First Street and La Cima Boulevard
4. First Street and Coleman Street

INTERSECTION DESCRIPTIONS

Coit Road and Richland Boulevard: The existing intersection has four approaches with an all-way stop sign control. Coit Road is the major street and runs north/south with a posted speed limit of 45 mph. Richland Boulevard is the minor street and runs east/west with a posted speed limit of 40 mph. The land uses near the intersection are zoned residential and school, but the land is primarily vacant south of the intersection. Near to the intersection is Lorene Rogers Middle School. A school zone speed limit of 20 mph for all four approaches is enforced from 7:45 AM - 8:45 AM and 2:45 PM - 3:45 PM. Richland Boulevard is a four-lane divided and two-lane undivided west and east of the intersection, respectively. Coit Road is a four-lane divided roadway. The study intersection is shown in **Figure 2**.

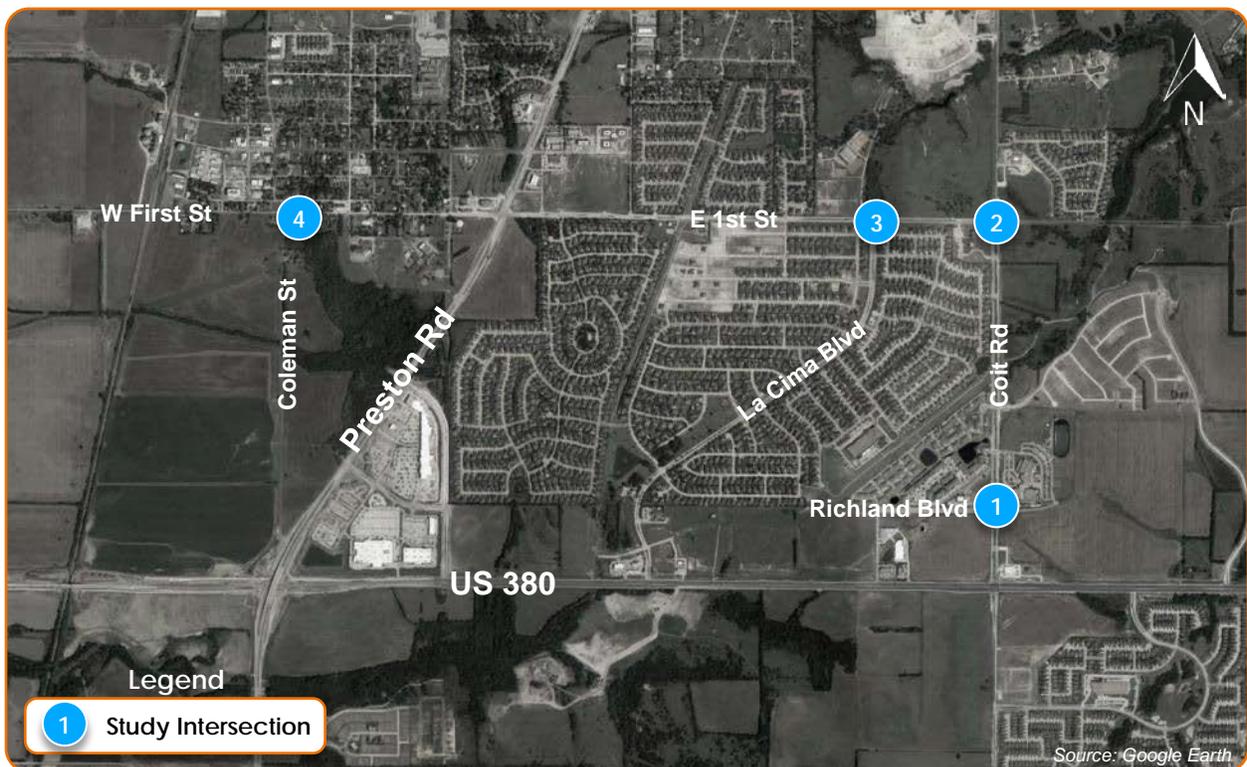
Coit Road and First Street: The existing intersection has four approaches with an all-way stop sign control. Coit Road is the main roadway that runs north/south with a posted speed limit of 45 mph. First Street is the minor street that runs east/west with a posted speed limit of 45 mph. Although the land is primarily vacant on northwest and southeast corner of the intersection, the land uses near the intersection are zoned residential. First Street is a four-lane divided roadway west of the intersection and two-lane undivided roadway east of the intersection. Coit Road is a four-lane divided roadway that becomes a two-lane undivided roadway north of the intersection. The study intersection is shown in **Figure 3**.

Reference: Town of Prosper Signal Warrant Studies

First Street and La Cima Boulevard: The existing intersection has three approaches with an all-way stop sign control. First Street is the main roadway that runs east/west with a posted speed limit of 45 mph. La Cima Boulevard is the minor street that runs north/south with a posted speed limit of 40 mph. The land uses near the intersection are zoned residential. Both First Street and La Cima Boulevard are four-lane undivided roadways located primarily within residential areas. The study intersection is shown in **Figure 4**.

First Street and Coleman Street: The existing intersection has four legs under Two-way stop sign control. Coleman Street is the main roadway running north/south with a posted speed limit of 30 mph. First Street is the minor street that runs east/west with a posted speed limit of 30 mph. The approaches for First Street at the intersection are stop-controlled. Both First Street and Coleman are two-lane undivided roadways at the intersection. Although the land is primarily vacant on northwest and southeast corner of the intersection, the land uses near the intersection are zoned residential. The study intersection is shown in **Figure 5**.

Figure 1. Study Intersections



Reference: Town of Prosper Signal Warrant Studies

Figure 2. Coit Road and Richland Boulevard

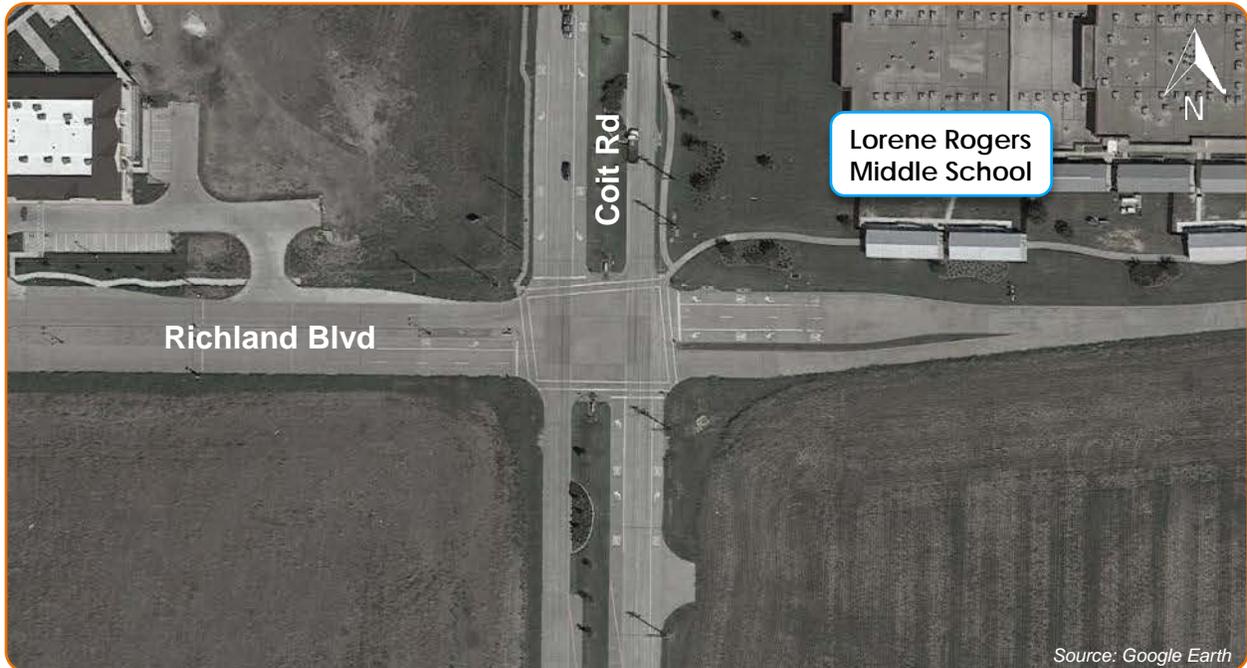


Figure 3. Coit Road and First Street



Reference: Town of Prosper Signal Warrant Studies

Figure 4. First Street and La Cima Boulevard



Figure 5. First Street and Coleman Street



Reference: Town of Prosper Signal Warrant Studies

TRAFFIC DATA COLLECTION

Twenty-four-hour traffic counts were collected on Tuesday May 22, 2018 at the following locations for each intersection:

1. Coit Road at Richland Boulevard
 - a. Coit Road northbound approach to Richland Boulevard
 - b. Coit Road southbound approach to Richland Boulevard
 - c. Richland Boulevard eastbound approach to Coit Road
 - d. Richland Boulevard westbound approach to Coit Road

2. Coit Road at First Street
 - a. Coit Road northbound approach to First Street
 - b. Coit Road southbound approach to First Street
 - c. First Street eastbound approach to Coit Road
 - d. First Street westbound approach to Coit Road

3. La Cima Boulevard at First Street
 - a. La Cima Boulevard northbound approach to First Street
 - b. First Street eastbound approach to La Cima Boulevard
 - c. First Street westbound approach to La Cima Boulevard

4. Coleman Street at First Street
 - a. Coleman Street northbound approach to First Street
 - b. Coleman Street southbound approach to First Street
 - c. First Street eastbound approach to Coleman Street
 - d. First Street westbound approach to Coleman Street

The raw traffic counts are included in **Appendix A**. Existing approach volumes used in the signal warrant analysis for the study intersection are shown in **Table 1** through **Table 4**.

Reference: Town of Prosper Signal Warrant Studies

Table 1. Existing Hourly Approach Volumes -Coit Road at Richland Boulevard (vph)

Time of Day	Richland Boulevard			Coit Road		
	EB	WB	TOTAL	NB	SB	TOTAL
12:00 AM	1	0	1	11	10	21
1:00 AM	0	0	0	12	8	20
2:00 AM	0	0	0	2	9	11
3:00 AM	1	0	1	10	6	16
4:00 AM	0	0	0	9	22	31
5:00 AM	1	0	1	15	74	89
6:00 AM	12	8	20	140	248	388
7:00 AM	48	292	340	616	622	1238
8:00 AM	34	107	141	315	388	703
9:00 AM	27	3	30	264	315	579
10:00 AM	24	2	26	255	279	534
11:00 AM	26	7	33	256	279	535
12:00 PM	33	2	35	259	260	519
1:00 PM	35	7	42	260	237	497
2:00 PM	32	12	44	327	312	639
3:00 PM	42	160	202	445	378	823
4:00 PM	30	36	66	432	386	818
5:00 PM	66	6	72	521	365	886
6:00 PM	67	17	84	418	378	796
7:00 PM	27	7	34	314	224	538
8:00 PM	21	11	32	199	153	352
9:00 PM	13	3	16	147	116	263
10:00 PM	4	2	6	86	34	120
11:00 PM	6	0	6	39	25	64

Reference: Town of Prosper Signal Warrant Studies

Table 2. Existing Hourly Approach Volumes -Coit Road at First Street (vph)

Time of Day	First Street			Coit Road		
	EB	WB	TOTAL	NB	SB	TOTAL
12:00 AM	8	2	10	6	6	12
1:00 AM	3	3	6	7	4	11
2:00 AM	4	1	5	1	3	4
3:00 AM	0	0	0	6	2	8
4:00 AM	6	7	13	14	7	21
5:00 AM	17	14	31	12	28	40
6:00 AM	92	49	141	105	115	220
7:00 AM	294	236	530	386	371	757
8:00 AM	170	85	255	344	226	570
9:00 AM	163	74	237	246	220	466
10:00 AM	152	66	218	244	219	463
11:00 AM	150	58	208	229	203	432
12:00 PM	141	60	201	231	193	424
1:00 PM	159	63	222	237	206	443
2:00 PM	216	61	277	247	229	476
3:00 PM	240	105	345	428	234	662
4:00 PM	282	71	353	400	303	703
5:00 PM	288	93	381	368	345	713
6:00 PM	233	49	282	373	269	642
7:00 PM	143	53	196	204	181	385
8:00 PM	106	42	148	157	110	267
9:00 PM	79	16	95	100	88	188
10:00 PM	56	8	64	60	36	96
11:00 PM	32	6	38	23	25	48

Reference: Town of Prosper Signal Warrant Studies

Table 3. Existing Hourly Approach Volumes - First Street at La Cima Boulevard (vph)

Time of Day	First Street			La Cima Boulevard	
	EB	WB	TOTAL	NB	TOTAL
12:00 AM	10	5	15	12	12
1:00 AM	4	6	10	2	2
2:00 AM	4	1	5	3	3
3:00 AM	1	2	3	1	1
4:00 AM	6	5	11	6	6
5:00 AM	16	17	33	7	7
6:00 AM	118	81	199	34	34
7:00 AM	334	383	717	75	75
8:00 AM	248	226	474	115	115
9:00 AM	224	140	364	86	86
10:00 AM	179	151	330	97	97
11:00 AM	185	136	321	95	95
12:00 PM	198	146	344	90	90
1:00 PM	197	152	349	90	90
2:00 PM	302	164	466	103	103
3:00 PM	281	250	531	98	98
4:00 PM	400	229	629	146	146
5:00 PM	378	240	618	137	137
6:00 PM	265	185	450	135	135
7:00 PM	189	117	306	63	63
8:00 PM	164	92	256	58	58
9:00 PM	133	53	186	37	37
10:00 PM	68	33	101	37	37
11:00 PM	39	15	54	31	31

Reference: Town of Prosper Signal Warrant Studies

Table 4. Existing Hourly Approach Volumes - First Street at Coleman Street (vph)

Time of Day	First Street			Coleman Street		
	EB	WB	TOTAL	NB	SB	TOTAL
12:00 AM	8	2	10	0	4	4
1:00 AM	1	1	2	1	0	1
2:00 AM	0	2	2	1	2	3
3:00 AM	0	0	0	0	0	0
4:00 AM	11	3	14	0	13	13
5:00 AM	27	17	44	2	36	38
6:00 AM	100	77	177	9	122	131
7:00 AM	264	218	482	24	236	260
8:00 AM	197	164	361	19	200	219
9:00 AM	154	134	288	15	164	179
10:00 AM	126	154	280	9	158	167
11:00 AM	127	129	256	9	176	185
12:00 PM	158	129	287	18	144	162
1:00 PM	140	148	288	18	155	173
2:00 PM	159	183	342	15	214	229
3:00 PM	267	207	474	17	212	229
4:00 PM	213	246	459	15	289	304
5:00 PM	292	267	559	24	214	238
6:00 PM	270	193	463	14	213	227
7:00 PM	113	113	226	7	131	138
8:00 PM	53	101	154	5	124	129
9:00 PM	34	47	81	9	42	51
10:00 PM	19	45	64	2	20	22
11:00 PM	12	19	31	0	10	10

Reference: Town of Prosper Signal Warrant Studies

SIGNAL WARRANT ANALYSIS

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1, Eight-Hour Vehicular Volume, has three conditions. The conditions are based on either the combined volume of both main street approaches and the side street approach with the higher volume, or the main street left-turning and opposing through movement volumes.

Condition A, Minimum Vehicular Volume, "is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal."

Condition B, Interruption of Continuous Traffic, "is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street".

Condition C is met when 80% of Conditions A and B are met.

To meet Warrant 1, one of the following situations must be true for any 8 hours of an average day:

1. Either Condition A or Condition B meet 100% of the prescribed volumes (described below)
2. Both Condition A **and** Condition B meet 80% of the prescribed volumes;
3. Either Condition A or Condition B meet 70% of the prescribed volumes, and the speed limit is 45 miles per hour or higher **or** the intersection is in a community with a population of 10,000 or less; or
4. Both Condition A **and** Condition B meet 56% of the prescribed volumes, and the speed limit on the main street is 45 miles per hour or higher **or** the intersection is in a community with a population of 10,000 or less.

For Condition A, the 2011 TMUTCD prescribes a minimum volume of traffic for the main street (both directions of travel combined) of 600 vehicles per hour, while the side street approach with the greater volume equaling at least 200 vehicles per hour. These volumes must be met for any 8 hours of an average day (the same hours must be used for the main street and the side street, but the same side street approach need not be used for all 8 hours). Condition B is met when the volume of traffic on the main street (both directions of travel combined) is at least 900 vehicles per hour, and the traffic on the side street (higher of both approaches) is at least 100 vehicles per hour. As shown in the analysis provided in **Appendix B**.

Here are the results for the study intersections:

1. Coit Road and Richland Boulevard: **Warrant 1 was not met.**
2. Coit Road and First Street: **Warrant 1 was met.**
3. First Street and La Cima Boulevard: **Warrant 1 was not met.**
4. First Street and Coleman Street: **Warrant 1 was not met.**

Reference: Town of Prosper Signal Warrant Studies

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

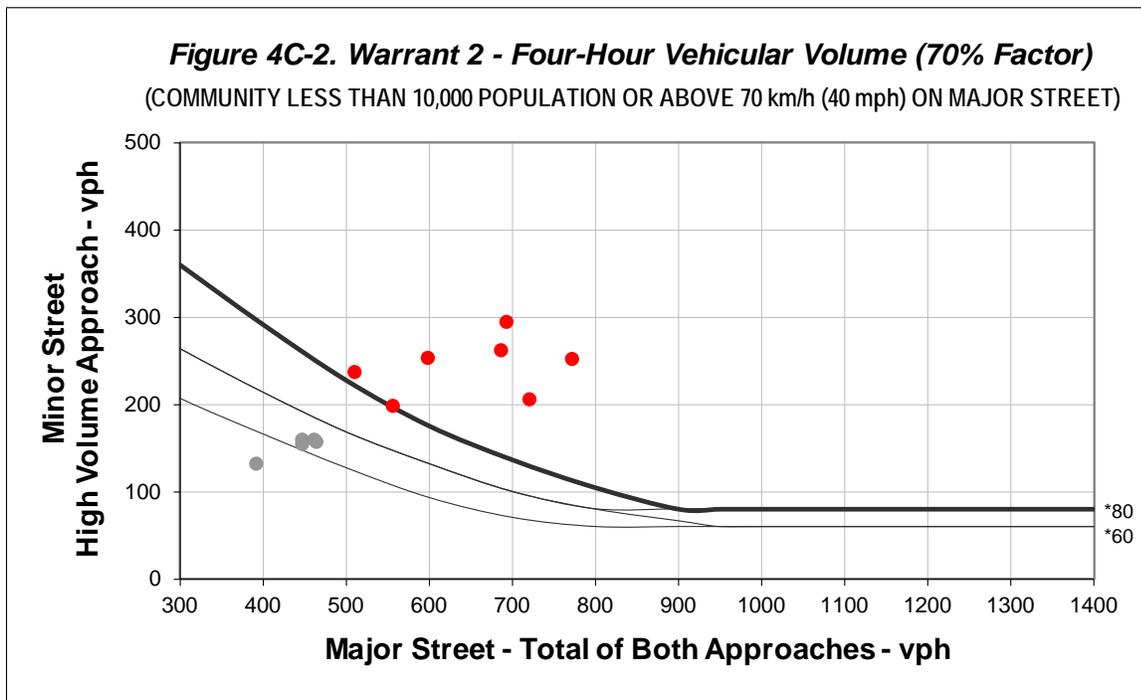
Warrant 2, Four-Hour Vehicular Volume, is "intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal." Warrant 2 is based on the combined volume of both main street approaches and the side street approach with the higher volume, or the main street left-turning and opposing through movement volumes. The volumes are compared to a curve based on the number of lanes on the approaches. **Figure 6** shows the curves which define the criteria for Warrant 2. Volume thresholds must be exceeded for four (4) hours to meet the warrant. The analysis is provided in **Appendix B**. Data points from midnight (12:00 AM) to 6:00 AM were not analyzed or considered for this warrant.

Here are the results for the study intersections:

1. Coit Road and Richland Boulevard: **Warrant 2 was not met.**
2. Coit Road and First Street: **Warrant 2 was met.**
3. First Street and La Cima Boulevard: **Warrant 2 was not met.**
4. First Street and Coleman Street: **Warrant 2 was not met.**

Figure 6 shows Four Hour Vehicular Volume at intersection of Coit Road and First Street.

Figure 6. Warrant 2: Four Hour Vehicular Volume at Coit Road and First Street



*Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor street approach with one lane.

Reference: Town of Prosper Signal Warrant Studies

WARRANT 3 – PEAK HOUR

Warrant 3, Peak Hour, is “intended for use at a location where traffic conditions are such that for a minimum of one hour of an average weekday, the minor street traffic suffers undue delay when entering or crossing the major street. This signal warrant shall be applied only in unusual cases. Such unusual cases include, but are not limited to, office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time”. Warrant 3 has two conditions, at least one of which must be met.

Condition 3A is satisfied when the following three conditions exist for the same four consecutive 15-minute periods of an average weekday:

1. The total stopped time delay experienced by traffic on the minor street approach (one direction only) controlled by a stop sign equals or exceeds four vehicle-hours for a one-lane approach or five vehicle-hours for a two lane approach;
2. The volume on the same minor street approach (one direction only) equals or exceeds 75 vehicles per hour for one moving lane of traffic or 100 vehicles per hour for two moving lanes; and
3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

Condition 3B is based on the combined volume of both the main street approaches and the side street approach with the higher volume. The volumes are compared to a curve based on the number of lanes on the approaches as shown in **Figure 7** and **Figure 8**. Warrant 3: Peak Hour at Coit Road and First Street . Data points from midnight (12:00 AM) to 6:00 AM were not analyzed or considered for this warrant.

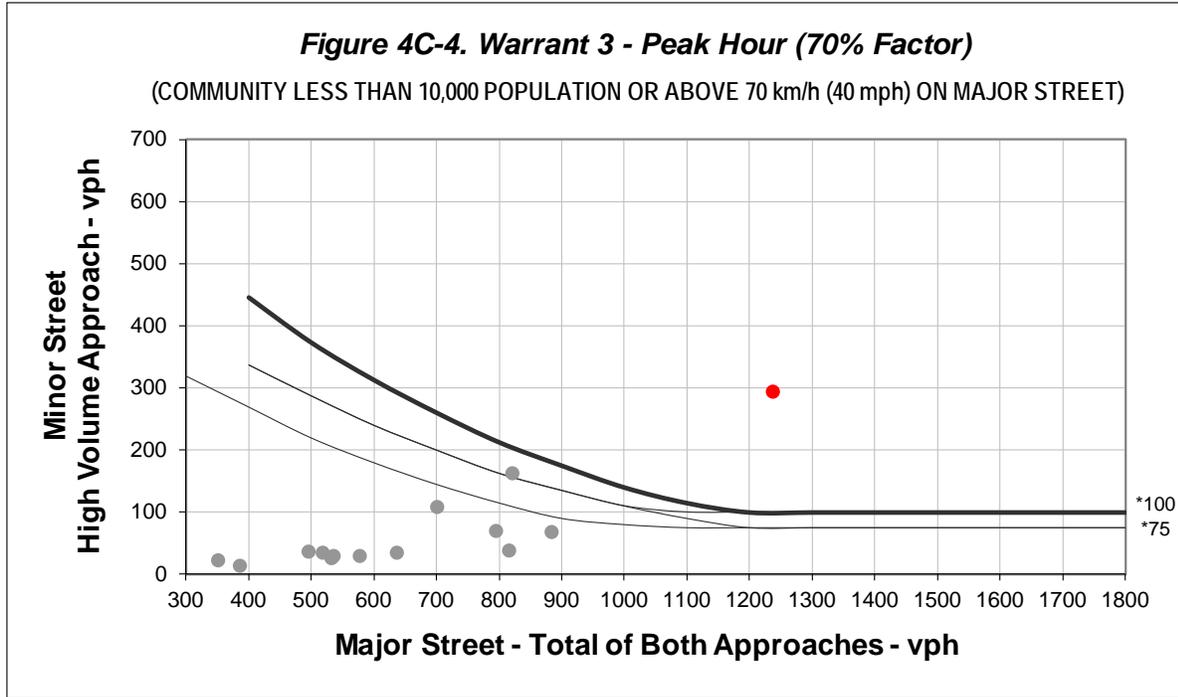
The MUTCD also stipulates that “This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time”.

Here are the results for the study intersections:

1. Coit Road and Richland Boulevard: **Warrant 3, Condition B was met.**
2. Coit Road and First Street: **Warrant 3, Condition B was not met.**
3. First Street and La Cima Boulevard: **Warrant 3, Condition B was not met.**
4. First Street and Coleman Street: **Warrant 3, Condition B was not met.**

Reference: Town of Prosper Signal Warrant Studies

Figure 7. Warrant 3: Peak Hour at Coit Road and Richland Boulevard

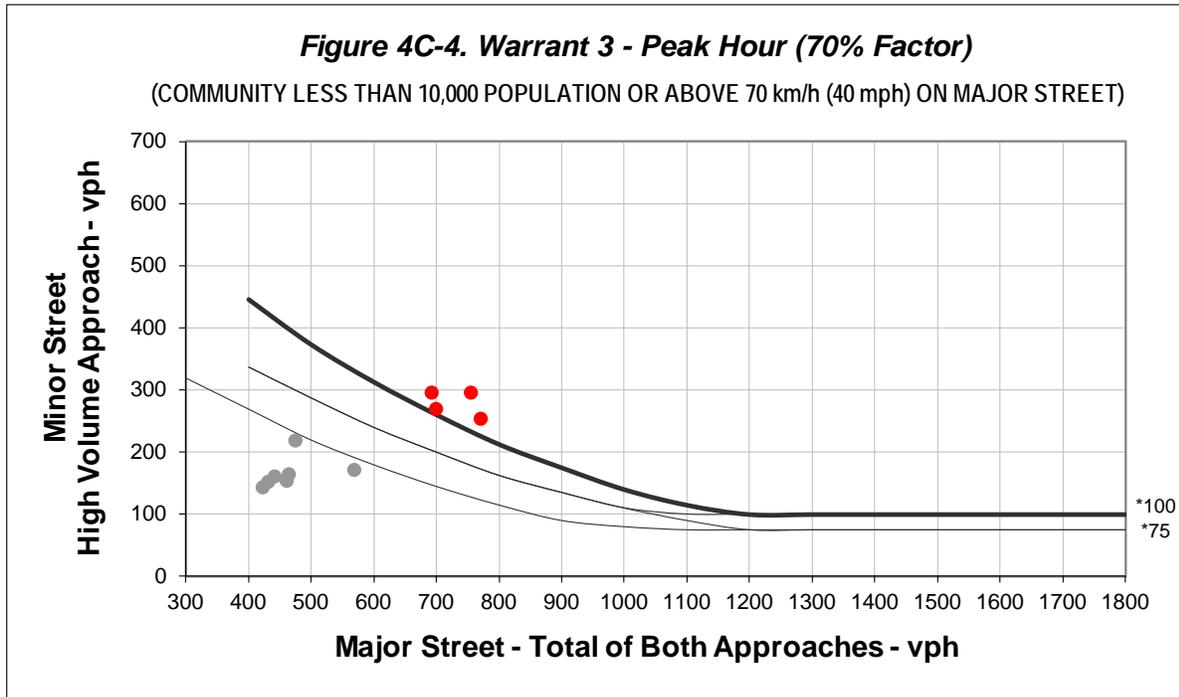


*Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

Volume criteria for Warrant 3 was met for the study intersection. This intersection is also adjacent to Lorene Rogers Middle School which further qualifies the warrant.

Reference: Town of Prosper Signal Warrant Studies

Figure 8. Warrant 3: Peak Hour at Coit Road and First Street



*Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

Volume criteria for Warrant 3 was met for the study intersection; however, this intersection is not adjacent to a facility as described in the MUTCD; therefore, warrant 3 is considered to be **NOT MET**.

WARRANT 4 – PEDESTRIAN VOLUME

Warrant 4, Pedestrian Volume, is evaluated “where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.” The warrant is satisfied when:

1. The pedestrian volume crossing the major street during an average day is 100 or more for each of any 4 hours or 190 or more during any 1 hour; and
2. There are fewer than 60 gaps per hour in the traffic stream of adequate length to allow pedestrian to cross during the same period when the pedestrian volume criterion is satisfied. Where there is a divided street having a median of sufficient width for pedestrians to wait, the requirement applies separately to each direction of vehicular traffic.

Warrant 4 was not evaluated. Pedestrian volumes were not collected but based on site visits during the AM and PM peak hours, there would not be enough pedestrians to meet this warrant for any of the study intersections.

Reference: Town of Prosper Signal Warrant Studies

WARRANT 5 – SCHOOL CROSSING

Warrant 5, School Crossing, is intended “where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal. The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of school children at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the children are using the crossing is less than the number of minutes in the same period and there are a minimum of 20 students during the highest crossing hour.

Here are the results for the study intersections:

1. Coit Road and Richland Boulevard: Lorene Rogers Middle school is located at the northeast corner of this intersection, **warrant 5 was met**.
2. Coit Road and First Street: There is no school zone present at this intersection, **warrant 5 is not applicable**.
3. First Street and La Cima Boulevard: There is no school zone present at this intersection, **warrant 5 is not applicable**.
4. First Street and Coleman Street: There is no school zone present at this intersection, **warrant 5 is not applicable**.

WARRANT 6 – COORDINATED SIGNAL SYSTEM

Warrant 6, Coordinated Signal System, is used when “progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles”.

Warrant 6 is not applicable. Study intersections are not being considered for signalization for platooning vehicles along the corridor.

WARRANT 7 – CRASH EXPERIENCE

Warrant 7, Crash Experience, is “intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal. Historical crash data was requested through Town of Prosper to determine any majoring hindrance of the overall approach near the study intersections.

Warrant 7 was not met. Based on crash data provided by Town of Prosper collected from May 2017 until May 2018, only the intersection of First street and Coleman Street had more than five reported crashes with eight. However, the intersection does not meet the 80% volume criteria requirements from warrant 1 to justify a signal. Crash data is included in **Appendix C**.

WARRANT 8 – ROADWAY NETWORK

Warrant 8, Roadway Network, is applied when “it is justified to encourage concentration and organization of traffic flow on a roadway network.” For this warrant to be met, the common intersection of two or more major routes must meet one or both of the following criteria:

Reference: Town of Prosper Signal Warrant Studies

1. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has five-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or
2. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any five hours of a non-normal business day (Saturday or Sunday).

Warrant 8 is not applicable for the study intersections.

WARRANT 9 – INTERSECTION NEAR A GRADE CROSSING

Warrant 9, Intersection Near a Grade Crossing is “intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.”

Warrant 9 is not applicable. The study intersections are not in close proximity to an at-grade railroad crossing.

SIGNAL WARRANT ANALYSIS RECOMMENDATIONS

The summary of the signal warrant analysis can be seen in **Table 5**. The signal warrant analysis can be viewed in detail in **Appendix B**.

Table 5. Results of Signal Warrant Evaluations

Warrant Number	Title of Warrant	Coit Road and Richland Boulevard	Coit Road and First Street	First Street and La Cima Blvd	First Street and Coleman Street
		Warrant Satisfied? (Hours Satisfied)			
1A	Eight-Hour Vehicular Volume –Intersecting Traffic	No (2)	Yes (13)	No (0)	No (0)
1B	Eight-Hour Vehicular Volume –Interruption of Continuous Traffic	No (4)	No (5)	No (0)	No (0)
1C	Eight-Hour Vehicular Volume - Total Intersection Volume	Not Applicable	Not Applicable	Not Applicable	Not Applicable
2	Four-Hour Vehicular Volume	No (3)	Yes (7)	No (0)	No (0)
3A	Peak Hour	Not Applicable	Not Applicable	Not Applicable	Not Applicable
3B	Peak Hour - Volume	Yes (1)	No	No (0)	No (0)
4	Pedestrian Volume	Not Applicable	Not Applicable	Not Applicable	Not Applicable
5	School Crossing	Yes	Not Applicable	No	No
6	Coordinated Signal System	Not Applicable	Not Applicable	Not Applicable	Not Applicable
7	Crash Experience	No	No	No	No
8	Roadway Network	No	No	No	No
9	Intersection Near a Grade Crossing	Not Applicable	Not Applicable	Not Applicable	Not Applicable

As shown in Table 5, the volumes and existing conditions at the intersections of Coit Road at Richland Boulevard and Coit Road at First Street meet multiple warrant traffic signal warrants as required by the TxMUTCD. The intersection of Coit Road and Richland Boulevard meets warrant 3B (Peak Hour – Volume) and is located adjacent to Lorene Rogers Middle School, qualifying warrant 5 (School

July 10, 2018
Hulon T. Webb, Jr., P.E.
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Reference: Town of Prosper Signal Warrant Studies

Crossing). The intersection of Coit Road and First Street meets both warrants 1A (Eight-Hour Vehicular Volume – Intersecting Traffic) and 2 (Four Hour Vehicular Volume).

CONCLUSIONS

Based on the signal warrant evaluations, the installation of traffic signals is recommended at the intersections of Coit Road and Richland Boulevard as well as Coit Road and First Street. Specifically, the intersection at Richland Boulevard meets warrants 3B and 5, and the intersection at First Street meets warrants 1A and 2. Please reach out if you have any further questions.

STANTEC CONSULTING SERVICES INC.
TBPE F-6324



Carl LaFerney, PE, PTOE, MBA
Senior Project Manager
Phone: (214) 468-8200 ext 1106
Fax: (214) 468-8266
Carl.LaFerney@stantec.com

**ENGINEERING
SERVICES**

To: Mayor and Town Council
From: Hulon Webb, Jr., P.E., Director of Engineering Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – August 13, 2019

Agenda Item:

Consider and act upon approving Change Order Number 08, to GRod Construction, LLC, related to construction services for the Downtown Enhancements project; and authorize the Town Manager to execute Change Order Number 08 for same.

Description of Agenda Item:

The contractor is currently working on the construction of N. Main Street from Broadway to the alley. Recent completion of Fifth Street from the BNSF Railroad to Coleman has resulted in a section of N. Main Street from the alley to Fifth Street being left unimproved. This change order completes the reconstruction of N. Main Street by connecting the new pavement on Fifth Street to the end of the section of N. Main Street at the alley being constructed by GRod. The result will be continuous new concrete pavement for N. Main Street from Broadway to Fifth Street. The cost for this portion of the change order is \$80,264.00.

As construction of Broadway was nearing completion, the additions of decorative sign poles at various downtown intersections was considered critical to the look and feel of the downtown. While the original intent was to install poles at the intersection of Broadway & Main and Main & Third Street, staff expanded the installation to the surrounding intersections as shown on the attached exhibit. In order to ensure the installation of the decorative sign poles prior to the Downtown Live Event, staff directed the contractor to order 25 decorative poles and install 22 in the downtown area. This change order is associated with the purchase and installation of the decorative sign poles along with the associated stop signs. The cost of this portion of the change order is \$80,748.75.

In addition, this change includes an \$8,800.00 deduction for the removal of 16 bollards in the contract. Staff will work to purchase and install these separately.

The total additional time for this change order is 103 days which includes the 65 days of stopped time from May 24, 2019, until July 28, 2019, when the contractor shut down to allow for the Downtown Live Event and waited for revised design plans for the grades on N. Main Street. It also takes into account the 10 additional days on Change Order Number 06 that extended the contract time into the stopped time after May 24, 2019, and an additional 28 days for the construction of N. Main Street from the alley to Fifth Street and the previous work performed to install the decorative sign poles. The contract time is to be extended to September 4, 2019, for final completion. Per the contract, the substantial completion date is 30 days prior to the final contract time. This results in a substantial completion date of August 5, 2019, which has past. The contractor is aware that liquidated damages of \$500/day will be deducted from the final payment for the total number of days past August 5, 2019, until substantial completion.

Previously approved change orders:

Change Order Number 01: \$243,264.50 – Additional work associated with extending the 12” waterline, paving, landscaping and lighting improvements 200 feet north of Broadway on N. Main Street, as well as the modification of the typical pavement subgrade to flexbase, upsizing of drainage system for roof drains, hand rail for old Town Hall and additional security measures for events held on Broadway. The contract time was extended 45 days from December 15, 2018 to January 29, 2019.

Change Order Number 02: \$0.00 – Additional time for delays relating to excessive rain events in 2018 and the inability to isolate critical water lines on McKinley and Main Street, north of Broadway. Additional days also granted to cover the time lost due to waiting for a resolution to a 0.40’ grade bust in elevation. The contract time was extended 92 days to May 1, 2019.

Change Order Number 03: \$16,446 – Additional utility improvements and adjustments for work associated with adding a 12” water valve to provide the ability to isolate the new Broadway water line from the McKinley water line, excavation assistance for the gas company, lowering 2 area drains next to Texas Amps & Axes, and PVC sleeve installations in various locations. The contract time was extended 7 days to May 8, 2019.

Change Order Number 04: \$11,971 – Installation of driveway, drainage and temporary flexbase to provide access to Silo Park. When the project was bid, Silo Park was not in operation. The contract time was extended 7 days to May 15, 2019.

Change Order Number 05: \$17,509 – Field changes to driveways, curb and gutter drainage and sidewalks for compliance with ADA. The contract time was extended 9 days to May 24, 2019.

Change Order Number 06: \$24,950 – Installation of additional Bermuda sod, landscape soil for planter beds and irrigation connection to S. Main Street. Also includes additional Bermuda sod to cover the property on Broadway where the Quonset Hut was located. The contract time was extended 10 days to June 3, 2019.

Change Order Number 07: \$19,150 – Additional work associated with design grade bust of 0.4’, including additional excavation, haul-off and flexbase subgrade.

Budget Impact:

The cost for Change Order Number 08 is \$152,212.75 and will be completely funded from savings in the Street Maintenance Program. The funding source is Account No. 750-6610-10-00-1412-ST.

Legal Obligations and Review:

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

Attached Documents:

1. Change Order Number 08
2. Location Map of N. Main Street Improvements
3. Location Map of Decorative Sign Poles

Town Staff Recommendation:

Town Staff recommends that the Town Council approve Change Order Number 08, to GRod Construction, LLC., related to construction services for the Downtown Enhancements project; and authorize the Town Manager to execute Change Order Number 08 for same.

Proposed Motion:

I move to approve Change Order Number 08, to GRod Construction, LLC., related to construction services for the Downtown Enhancements project; and authorize the Town Manager to execute Change Order Number 08 for same.



Change Order Number 08

Project Name: <u>Downtown Enhancements</u>	Prj. No.: <u>1412-ST</u>
Contractor: <u>GRod Construction LLC</u>	Bid No.: <u>2018-37-B</u>
Contract Start: <u>June 18, 2018</u>	

Description of Change:
 This includes the reconstruction of N. Main Street from the alley to Fifth Street for \$80,264, decorative poles at various intersections for \$80,748.75, and deduction for the removal of 16 bollards in the contract. The total additional time for this change order is 103 days which includes the 65 days of stopped time from May 24, 2019, until July 28, 2019, when the contractor shut down to allow for the Downtown Live Event and waited for revised design plans for the grades on N. Main Street. It also takes into account the 10 additional days on Change Order Number 06 that extended the contract time into the stopped time after May 24, 2019, and an additional 28 days for the construction of N. Main Street from the alley to Fifth Street and the previous work performed to install the decorative sign poles. The contract time is extended to September 4, 2019. Per the contract, the substantial completion date is 30 days prior to the final contract time or August 5, 2019. Liquidated damages in the amount of \$500/day, to be deducted from the final payment for the total number of days past August 5, 2019 for substantial completion.

mod/ new	Item No.	Description	Unit	Quantity		Unit Cost	Cost Change
				Prev	Chg New		
	205	Stop Sign Pole	EA	25	25	2,245.95	56,148.75
	206	12" Concrete Pier for Stop Sign	EA	22	22	600.00	13,200.00
	207	Sign Assembly & Installation	EA	22	22	350.00	7,700.00
	213	Stop Sign R1-1	EA	8	8	400.00	3,200.00
	214	12" Concrete Cores for Stop Signs	EA	5	5	100.00	500.00
	101	Mobilization & Bonds	LS	1	1	5,700.00	5,700.00
	102	Right-of-Way preparation including clearing, strip	LS	1	1	18,900.00	18,900.00
	103	Traffic Control & Construction Signage	LS	1	1	1,500.00	1,500.00
	104	SWPPP and BMPs	LS	1	1	1,000.00	1,000.00
	106	Unclassified Roadway & Flatwork Excavation & F	CY	400	400	23.00	9,200.00
	107	Compacted Roadway Fill/Embankment from On-S	CY	60	60	30.00	1,800.00
	110	6" Reinforced Conc. Pavement	SY	60	60	88.00	5,280.00
	111	7" Reinforced Conc. Pavement	SY	270	270	55.00	14,850.00
	118	18" R.C.P. Storm Drain Pipe Class III	LF	60	60	81.00	4,860.00
	126	TxDOT SW-0 Headwall	EA	4	4	2,500.00	10,000.00
	147	24" Thermoplastic Stop Bar	LF	11	11	9.00	99.00
	151	Topsoil Spreading from Stockpile for Areas west o	CY	40	40	20.00	800.00
	168	Common Bermuda Solid Sod	SF	2,000	2,000	1.00	2,000.00
	178	6" Flexbase Subgrade	SY	300	300	14.25	4,275.00
	100	4" Bollards	EA	-16	-16	550.00	-8,800.00

Funded From:	Cost Adjustment this Change:	152,212.75
	Time Adjustment this Change:	93

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Original Contract Amount:	\$1,994,883.00
Previous Change Orders:	\$333,290.50
Current Change Order:	\$152,212.75
Revised Contract Amount:	\$2,480,386.25

Issued by
TOWN OF PROSPER

By _____
 Signature Date

Original Contract Time:	180 Cal. Days
Previous Change Orders:	170 CD
Current Change Order:	93 CD
Revised Contract Date:	September 4, 2019

Accepted by
GRod Construction LLC

By
 Signature Date 8/7/19

Substantial Completion Date: August 5, 2019

