Prosper is a place where everyone matters.

Agenda

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, June 14, 2022
5:45 PM

Notice Regarding Public Participation

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

Join the Zoom Meeting by clicking on the following link:https://us02web.zoom.us/j/87189889684

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

Enter Meeting ID: 871 8988 9684

Addressing the Town Council:

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Receive a presentation regarding the 2022 Mayor's Fitness Challenge. (TH)

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

2. Consider and act upon the minutes of the May 24, 2022, Town Council meeting. (MLS)

3. Consider and act upon the minutes of the May 25, 2022, Town Council Work Session meeting. (MLS)

4. Receive the April financial report. (BP)

5. Consider and act upon a resolution authorizing the placement of orders for the purchase of replacement vehicles in FY 2022-2023 to realize current incentives related to said purchase with payment to be made from the Town's Vehicle Equipment and Replacement Fund (VERF) in FY 2022-2023. (BP)

6. Consider and act upon approving the purchase of athletic equipment and related accessories from Fit Supply, LLC., through the Texas Local Government Purchasing Cooperative. (SB)

7. Consider and act upon the purchase of Holmatro Vehicle Extrication Equipment for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative. (SB)

8. Consider and act upon the purchase of Stryker Medical Equipment for newly ordered Fire Department apparatus from Stryker Medical through the National Association of State Procurement Officials (NASPO) program. (SB)

9. Consider and act upon approving the purchase of one (1) Cascade SCBA Fill Station from August Industries Inc., through the Texas Local Government Purchasing Cooperative. (SB)

10. Consider and act upon approving the purchase of 12 SCBA's, 42 Air Cylinders, and two (2) RIT-PAK III's for newly ordered Fire Department apparatus from Municipal Emergency Services through the Texas Local Government Purchasing Cooperative. (SB)

11. Consider and act upon approving the purchase of public safety communication mobile radios, portable radios, and equipment for newly ordered Fire Department apparatus from Motorola Solutions through a Texas Department of Information Resources (DIR) Purchasing Contract. (SB)

12. Consider and act upon approving the purchase of public safety communication radios and equipment for the new Central Fire Station and Emergency Operations Center, from Motorola Solutions, through a Texas Department of Information Resources (DIR) Purchasing Contract. (SB)

13. Consider and act upon approving the purchase of installation services of mobile radios, fire station alerting system, antennas, and all associated equipment. (SB)

14. Consider and act upon awarding Bid No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to the construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

15. Consider and act upon awarding CSP No. 2022-38-B to DDM Construction Corporation, related to construction services for Prosper Public Works Highpoint Drive

(Hays Road to Betts Drive); and authorizing the Town Manager to execute a construction agreement for same. (FJ)

16. Consider and act upon awarding CSP No. 2022-40-B to North Rock Construction, related to construction services for the Tanners Mill Park (2108-PK); and authorizing the Town Manager to execute a construction agreement for same. (PN)

17. Consider and act upon a resolution authorizing the Town Manager to execute an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail Project. (PN)

18. Consider and act upon an ordinance for a Specific Use Permit (SUP) on 0.7± acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street. (S22-0003). (DS)

19. Consider and act upon an ordinance amending Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards. (Z22-0001). (DS)

20. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Alpha3 Prosper RI, LLC, and the Town of Prosper, Texas, related to development on the Westside Development, located on the northeast corner of US 380 and FM 1385. (DS)

21. 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 Plans and Preliminary Site Plans, including NWC 380 & Teel and Westside. (DS)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

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

23. Conduct a public hearing and consider and act upon a request to rezone 0.2± acre from Single Family-15 (SF-15) to Planned Development-Downtown Single Family (PD), located on the north side of Third Street, east of Coleman Street. (Z22-0009). (DS)

24. Conduct a public hearing and consider and act upon a request to amend Planned Development-69 (PD-69), on 71.0± acres, generally to modify the allowed uses and landscape standards, located on the southeast corner of Dallas Parkway and Frontier Parkway. (Z22-0007). (DS)

25. Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service on 1.2± acres, located on the north side of US 380, west of Custer Road. (The property is zoned Commercial (C)). (S22-0002). (DS)

26. Consider and act upon authorizing the Town Manager to execute a First Amendment to the Development Agreement between Founders Classical Academy of Prosper, and the Town of Prosper, Texas, related to the Founders development. (DS)

27. Consider and act upon an ordinance amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget). (BP)

28. Receive an update regarding schematic design for Fire Station No. 4. (SB)

29. Consider and act upon awarding RFP No. 2022-46-B Construction Manager-At-Risk for Prosper Fire Station No. 4 to Pogue Construction Co., LP; and authorizing the Town Manager to execute documents for the same. (SB)

EXECUTIVE SESSION:

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

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

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

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

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

Section 551.074 - To discuss and consider the Town Manager's performance review.

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, June 10, 2022, and remained so posted at least 72 hours before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

NOTICE

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

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

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, May 24, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 7:01 p.m.

Council Members Present:
Mayor Ray Smith
Mayor Elect David F. Bristol
Mayor Pro-Tem Meigs Miller
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Elect Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

Council Members Absent:
Deputy Mayor Pro-Tem Craig Andres

Staff Members Present:
Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Bob Scott, Executive Director of Administrative Services
Hulon Webb, Engineering Services Director
Khara Dodds, Development Services Director
David Soto, Planning Manager
Leigh Johnson, IT Director
Todd Rice, Communications Manager
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief

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

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

Presentations.

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

   Ms. Lewis Sirianni administered the Oath of Office to Chris Kern, Town Council Place 4 and to Marcus E. Ray, Town Council Place 1. Mayor Smith presented the Certificates of Election.

   Mayor Smith administered the Oath of Office and presented the Certificate of Election to David F. Bristol, Mayor.

Announcements of recent and upcoming events.
Councilmember Kern made the following announcements:

Thank you to everyone who attended the Town Council Reception prior to tonight's meeting. The Town Council, residents, friends, and family acknowledged outgoing Mayor Ray Smith and Mayor Pro-Tem Meigs Miller for their many years of service to the Town. Marcus Ray was acknowledged for his re-election, and David Bristol and Chris Kern were welcomed as newly-elected members of the Town Council.

On Friday, May 27, hit the road with the Prosper Community Library Story Time at the Body Shop Collision Repair at 10:30 a.m. Enjoy a fun story time and fascinating tour to find out what happens when a car gets bumped and bruised. All ages welcome to participate.

Discover Boots on Broadway on Saturday, June 11 at 6:00 p.m. in Downtown Prosper with Gary Kyle, premier entertainer and songwriter and with Texas legend Gary P. Nunn taking the stage at 7:30 p.m. Parking will be available at Prosper Town Hall. Broadway Street will be closed between S. Crockett Street and S. Coleman Street during the event.

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

Town Hall Offices will be closed on Monday, May 30 for the Memorial Day Holiday. Due to the holiday, residents whose trash service falls on Monday will be delayed by one day. The special bulk drop off location at Public Works will also be closed on Saturday, May 28.

Councilmember Bartley announced the new location of Cornerstone Resale and thanked the Prosper Ladies Association for their donation to Cornerstone Resale.

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

2. **Consider and act upon the minutes from the May 10, 2022, Town Council meeting. (MLS)**

3. **Consider and act upon the minutes from the May 18, 2022, Town Council special meeting. (MLS)**

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

Councilmember Hodges made a motion to approve consent agenda items 2 thru 4. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS

Maria Millan, Executive Director of Neighbors Nourishing Neighbors, 300 W. Broadway, Bldg. 9, requested the Town Council to consider rezoning their new location in order to allow their business to be permissible by right. Ms. Millan indicated that they currently are at risk of losing their space

DRAFT

and are seeking out a new location due to the current zoning classification not allowing them by right to continue operations.

Items for Individual Consideration:

Councilmember Bartley stepped away from the dais.

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

   Mr. Soto stated this is a request to rezone 121.4± acres a portion of Planned Development-36 (PD-36), and a portion of Planned Development-63 (PD-63), to establish a new Planned Development. The purpose of rezoning is to establish a new zoning district, and to facilitate the development of a single-family detached residential subdivision. Mr. Soto provided lot size comparisons between PD-36 and PD-63. Staff received one letter of opposition and the Planning and Zoning Commission recommended by a 6-0 vote to approve the request subject to the conditions of limiting 8F Type lots to a maximum of 75, 9F Type lots to a maximum of 57, 10F Type lots to a maximum of 148, and increasing the maximum dwelling size to 1,800 square feet for all proposed lot types. Mr. Soto indicated the applicant has agreed to those conditions. Staff recommends approval of the request with the same conditions and with the addition of a Development Agreement including, but not limited to, architectural building materials.

   Michael Hanschen, applicant, 445 Eagle Point, Van Alstyne, stated that in addition to the information provided by Mr. Soto, they have added in green space, connectivity to the trail system, and pocket parks. Mr. Hanschen stated they are requesting an additional 110 total lots to be approved as part of the request. He added that the Phase II is currently under construction.

   Mayor Bristol opened the public hearing.

   Jason Dixon, 1050 High Willow, requested the Council to maintain their commitment to larger lot sizes and square footage of the units proposed. He commented that there needs to be give and take when considering small lot sizes.

   Mayor Bristol closed the public hearing.

   The Council discussed the proposed lot sizes and units, and the option of taking the 75 8F Type lots and making them 10F Type lots or larger, and the proposed 57 9F Type lots a combination of 9F and 10F Type lots.

   Councilmember Cotten made a motion to table a request to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway to June 14, 2022. Councilmember Ray seconded that motion. The motion passed with a 5-0 vote.

Councilmember Bartley returned to the dais.

DRAFT

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

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

Ms. Battle provided an overview of the members that are part of the five (5) different subcommittees including the Community Engagement, Technology/VERF, Benefits, Finance, and Broadband Committees. The Town Council may consider making any changes to the subcommittee members.

Mayor Bristol nominated Councilmember Kern to the Technology/VERF and Broadband subcommittee and requested to allow himself to replace former Mayor Smith on the Finance subcommittee.

The Council was in consensus with these appointments.

EXECUTIVE SESSION:

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

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

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

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

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

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

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

The Town Council recessed into Executive Session at 8:07 p.m.

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

The Town Council reconvened into Regular Session at 9:45 p.m.

Councilmember Bartley made a motion to appoint Councilmember Jeff Hodges as Mayor Pro-Tem and Councilmember Craig Andres as Deputy Mayor Pro-Tem. Councilmember Ray seconded that motion, and the motion was unanimously approved.

Councilmember Bartley made a motion to appoint Tommy Van Wolfe to the Planning and Zoning Commission, Place 5; Ray Smith to the Tax Increment Reinvestment Zone No. 1 (TIRZ #1), the Tax Increment Reinvestment Zone No. 2 (TIRZ #2), and the Prosper Economic Development Corporation, Place 2; and Kristin Meier to the Community Engagement Committee (CEC). Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Adjourn.

DRAFT

The meeting was adjourned at 9:47 p.m.

These minutes approved on the 14th day of June 2022.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Police Department - Multipurpose Room
801 Safety Way, Prosper, Texas
Wednesday, May 25, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Councilmember Chris Kern
Councilmember Charles Cotten
Councilmember Amy Bartley

Councilmembers Absent:
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray

Staff Members Present:
Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

1. The Town Council will hold a strategic planning work session to discuss successes and accomplishments since the last planning work session and to prioritize future strategic goals.

Town Manager Harlan Jefferson introduced Dan Johnson, former City Manager of the City of Richardson, who presented information on governance and strategic planning best practices. The Council and Town Manager discussed opportunities to improve Council and staff relations. Councilmember Bartley introduced several topics for future Council discussion. The Council agreed to hold another strategic planning work session to discuss the Town's five-year service and staffing projections and potential changes to the financial policies. Separate work sessions will be scheduled to discuss the Matthews Southwest property, the downtown master plan, multifamily development and training opportunities for Board and Commissions. Advance information will be provided to Councilmembers prior to each meeting.

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

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

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

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

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

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 8:45 p.m.

These minutes approved on the 14th day of June 2022.

APPROVED:

David F. Bristol, Mayor

Robyn Battle, Executive Director of Community Services

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER

Prosper is a place where everyone matters.



MONTHLY FINANCIAL REPORT
as of April 30, 2022
Budgetary Basis

Prepared by
Finance Department

June 14, 2022

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
APRIL 2022

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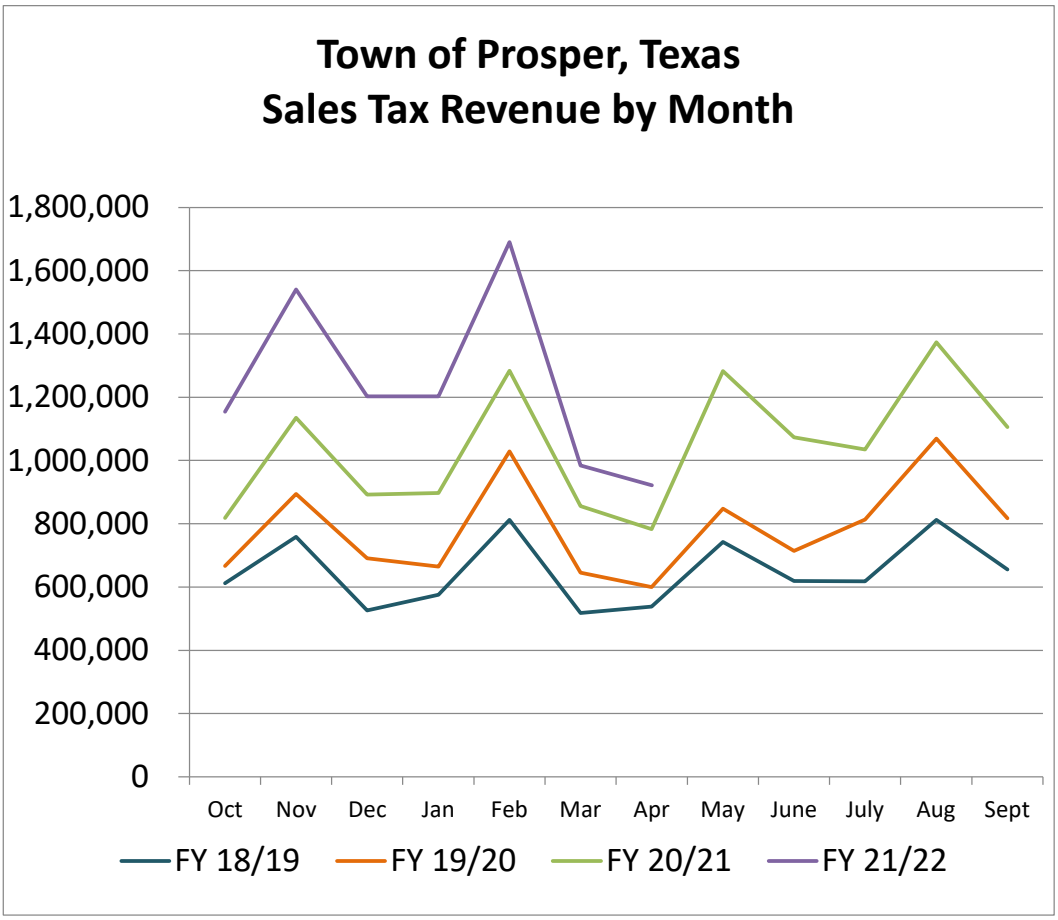
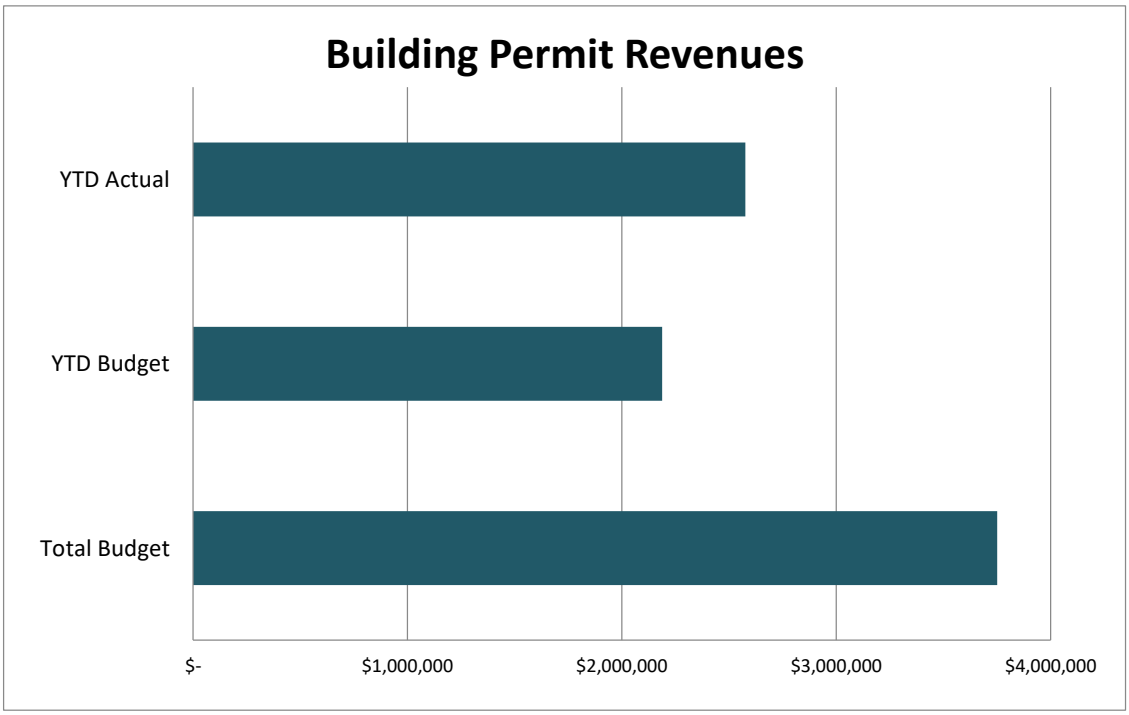
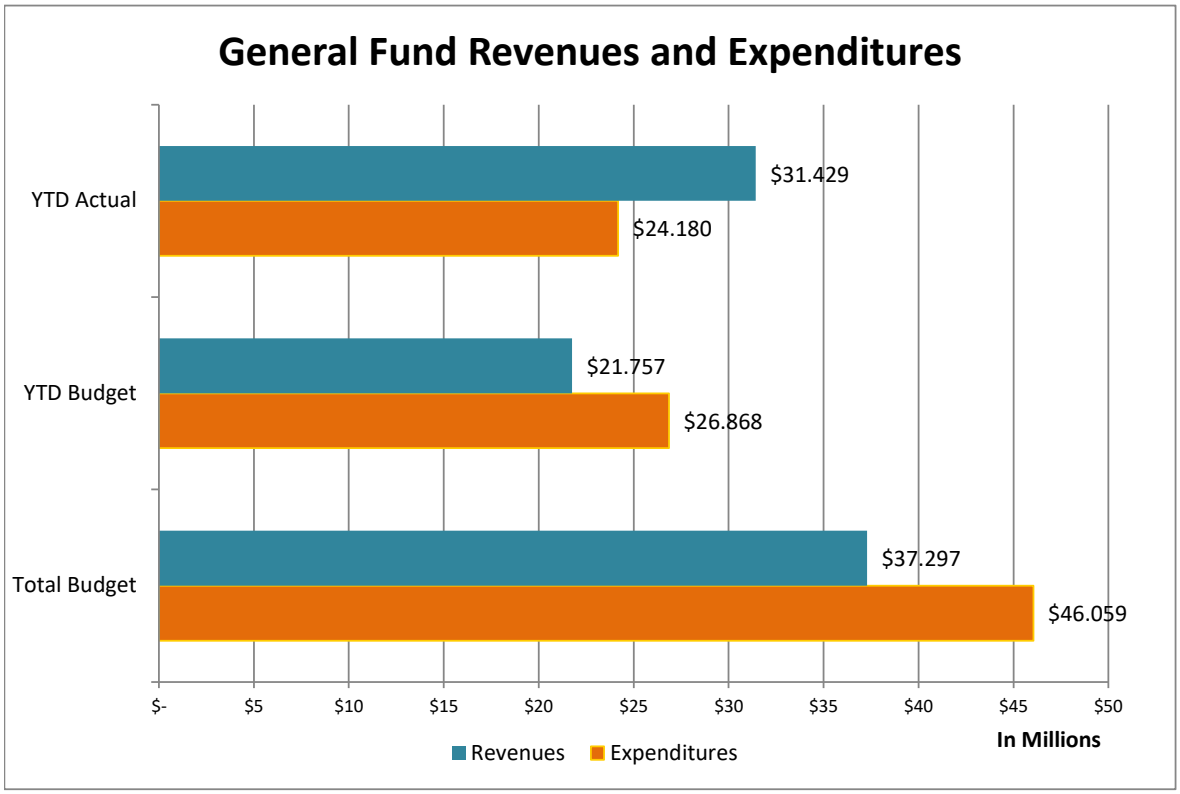
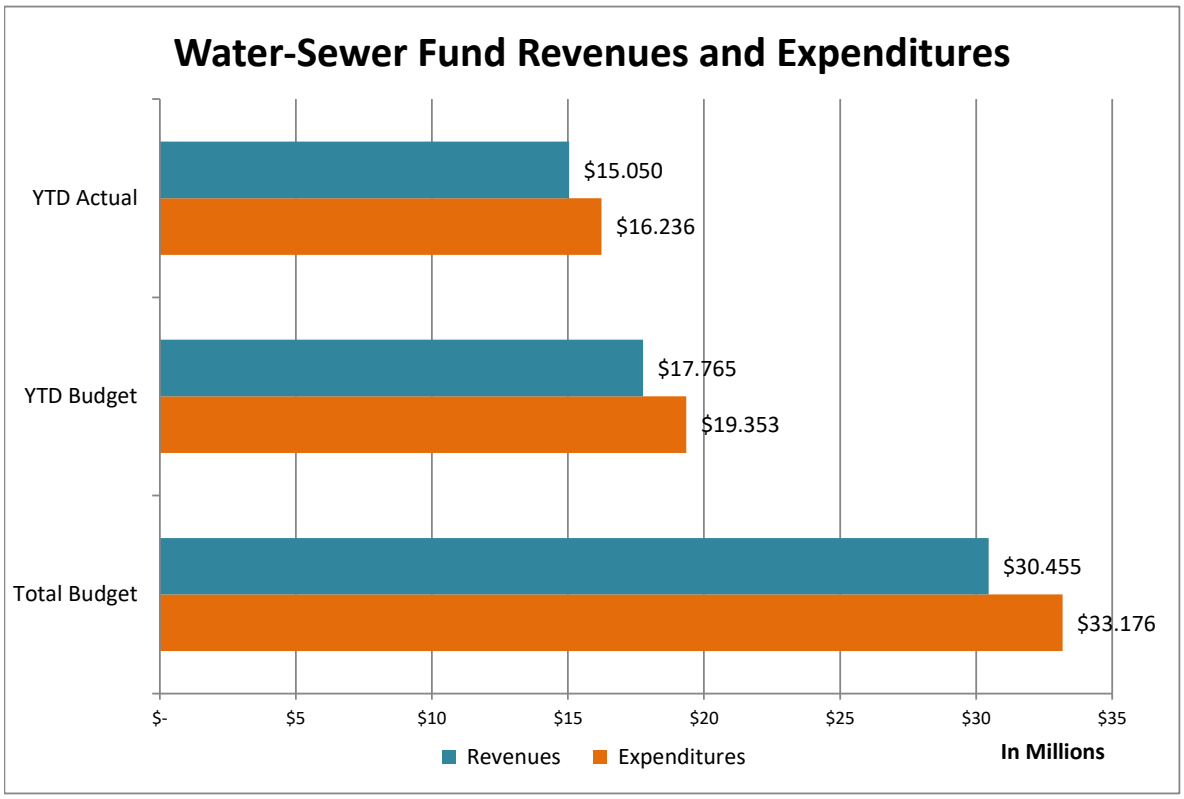

Town of Prosper, Texas
Sales Tax Revenue by Month
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 18/19
FY 19/20
FY 20/21
FY 21/22


Building Permit Revenues
YTD Actual
YTD Budget
Total Budget
$-
$1,000,000
$2,000,000
$3,000,000
$4,000,000


General Fund Revenues and Expenditures
YTD Actual
$31.429
$24.180
YTD Budget
$21.757
$26.868
Total Budget
$37.297
$46.059
$- $5 $10 $15 $20 $25 $30 $35 $40 $45 $50
Revenues
Expenditures
In Millions


Water-Sewer Fund Revenues and Expenditures
YTD Actual
$15.050
$16.236
YTD Budget
$17.765
$19.353
Total Budget
$30.455
$33.176
$- $5 $10 $15 $20 $25 $30 $35
Revenues
Expenditures
In Millions

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2022
Expected Year to Date Percent 58.33%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 19,256,473	$ -	$ 19,256,473	$ 18,985,659	$ -	$ 270,814	99%	1	$ 18,233,834	4%
Sales Taxes	7,972,237	-	7,972,237	5,403,899	-	2,568,338	68%		4,129,241	31%
Franchise Fees	1,997,889	-	1,997,889	1,170,894	-	826,995	59%	2	723,693	62%
Building Permits	3,751,000	-	3,751,000	2,575,876	-	1,175,124	69%		3,401,156	-24%
Other Licenses, Fees & Permits	1,307,700	-	1,307,700	1,232,605	-	75,095	94%		1,606,439	-23%
Charges for Services	576,873	-	576,873	512,954	-	63,919	89%		338,574	52%
Fines & Warrants	325,000	-	325,000	138,481	-	186,519	43%		146,694	-6%
Intergovernmental Revenue (Grants)	232,914	-	232,914	218,185	-	14,729	94%		185,371	18%
Interest Income	70,000	-	70,000	52,428	-	17,572	75%		91,109	-42%
Transfers In	1,100,514	-	1,100,514	641,967	-	458,548	58%		625,228	3%
Miscellaneous	329,481	-	329,481	186,557	-	142,924	57%		184,240	1%
Park Fees	377,000	-	377,000	309,672	-	67,328	82%		185,334	67%
Total Revenues	$ 37,297,081	$ -	$ 37,297,081	$ 31,429,178	$ -	$ 5,867,903	84%		$ 29,850,911	5%
EXPENDITURES										
Administration	$ 7,222,692	$ 1,179,518	$ 8,402,210	$ 4,750,204	$ 556,000	$ 3,096,006	63%	3	$ 3,101,710	53%
Police	6,520,223	268,926	6,789,149	3,217,529	740,229	2,831,391	58%		2,698,833	19%
Fire/EMS	8,738,347	2,062,727	10,801,074	7,134,000	180,785	3,486,288	68%	4	5,620,157	27%
Public Works	3,697,980	589,669	4,287,649	1,552,654	616,470	2,118,526	51%		1,011,564	53%
Community Services	6,575,735	377,361	6,953,096	3,621,471	248,934	3,082,691	56%		2,352,203	54%
Development Services	4,211,352	378,303	4,589,655	1,808,346	1,097,555	1,683,754	63%	5	1,737,897	4%
Engineering	4,175,692	60,881	4,236,573	2,095,857	137,342	2,003,374	53%		988,923	112%
Total Expenses	$ 41,142,021	$ 4,917,384	$ 46,059,405	$ 24,180,060	$ 3,577,314	$ 18,302,031	60%		$ 17,511,288	38%
REVENUE OVER (UNDER) EXPENDITURES	$ (3,844,940)	$ (4,917,384)	$ (8,762,324)	$ 7,249,118					$ 12,339,623	
Beginning Fund Balance October 1-Unassigned/Unrestricted			20,242,707	20,242,707					13,923,232	
Ending Fund Balance			$ 11,480,383	$ 27,491,825					$ 26,262,855	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.

2 Franchise fees and other various license and fees are paid quarterly or annually.

3 Purchase orders for projects and annual contracts are increasing YTD percentage (Honor Wall is included in Non-Departmental).

4 Transfer to CIP fund for Engine and Ambulance is increasing YTD percentage.

5 Purchase order for Bureau Veritas for Inspection/Plan review services ($736,225) is increasing YTD percentage.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 15,179,476	$ -	$ 15,179,476	$ 7,927,183	$ -	$ 7,252,293	52%		$ 7,299,274	9%
Sewer Charges for Services	8,972,771	-	8,972,771	5,401,484	-	3,571,287	60%		4,727,854	14%
Sanitation Charges for Services	1,779,679	-	1,779,679	1,076,796	-	702,883	61%		982,119	10%
Licenses, Fees & Permits	214,370	-	214,370	142,488	-	71,882	66%		121,990	17%
Utility Billing Penalties	142,000	-	142,000	103,790	-	38,210	73%		-	
Interest Income	40,000	-	40,000	21,443	-	18,557	54%		33,960	-37%
Other	4,126,549	-	4,126,549	377,284	-	3,749,265	9%	1	512,278	-26%
Transfer In	-	-	-	-	-	-			-	
Total Revenues	$ 30,454,845	$ -	$ 30,454,845	$ 15,050,467	$ -	$ 15,404,378	49%		$ 13,677,476	10%
EXPENDITURES										
Administration	$ 3,091,532	$ 21,449	$ 3,112,981	$ 1,663,340	$ 18,648	1,430,993	54%		$ 2,284,485	-27%
Debt Service	3,713,517	2,618,251	6,331,768	4,463,060	-	1,868,708	70%	2	1,073,093	316%
Water Purchases	7,701,317	-	7,701,317	4,175,072	-	3,526,245	54%		3,949,076	6%
Public Works	15,694,874	335,317	16,030,191	5,935,012	374,547	9,720,631	39%		5,145,325	15%
Total Expenses	$ 30,201,240	$ 2,975,017	$ 33,176,257	$ 16,236,484	$ 393,196	$ 16,546,577	50%		$ 12,451,978	30%
REVENUE OVER (UNDER) EXPENDITURES	$ 253,605	$ (2,975,017)	$ (2,721,412)	$ (1,186,016)					$ 1,225,498	
Beginning Working Capital October 1			10,914,365	10,914,365					6,867,399	
Ending Working Capital			$ 8,192,953	$ 9,728,349					$ 8,092,897	

Notes

1 Largest portion of this ($3.89M) is TxDOT reimbursement for Custer Water Line relocation.

2 Annual debt service payments are made in February and August.

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WATER-SEWER FUND

	Apr-22		Apr-21		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	11,389	10,674	10,183	9,500	12.09%
# of Accts Commercial	466	364	421	334	9.93%
Consumption-Residential	172,571,423	74,227,563	115,099,670	60,480,200	40.56%
Consumption-Commercial	26,971,830	13,313,800	31,994,520	11,479,860	-7.33%
Average Residential Water Consumption	15,152		11,303		34.06%
Billed ($) Residential	697,230.53	665,228.03	782,837.98	568,093.17	-10.94%
Billed ($) Commercial	250,138.71	113,817.17	295,431.31	101,984.55	-15.33%
Total Billed ($)	$ 947,369.24	$ 779,045.20	$ 1,078,269.29	$ 670,077.72	-1.25%

	Average rainfall for April is 3.03			
Rainfall	May-21	7.77	May-20	7.54
	Jun-21	2.15	Jun-20	5.35
	Jul-21	1.50	Jul-20	2.31
	Aug-21	4.82	Aug-20	1.28
	Sep-21	0.25	Sep-20	3.87
	Oct-21	2.96	Oct-20	1.74
	Nov-21	3.11	Nov-20	1.08
	Dec-21	0.43	Dec-20	3.00
	Jan-22	0.08	Jan-21	0.85
	Feb-22	2.03	Feb-21	2.22
	Mar-22	2.12	Mar-21	3.03
	Apr-22	2.54	Apr-21	4.50

	Average Monthly	Average Cumulative
October	10.4%	10.4%
November	7.3%	17.8%
December	5.7%	23.5%
January	4.6%	28.1%
February	4.8%	32.9%
March	4.7%	37.5%
April	6.4%	43.9%
May	6.8%	50.7%
June	9.0%	59.7%
July	11.5%	71.2%
August	15.3%	86.5%
September	13.5%	100.0%

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 75,000	$ -	$ 75,000	$ 76,002	$ -	$ (1,002)	101%		$ 69,979	9%
Property Taxes-Current	10,545,466	-	10,545,466	10,395,492	-	149,974	99%	1	7,467,882	39%
Taxes-Penalties	-	-	-	28,514	-	(28,514)			23,524	21%
Transfer In	-	428,581	428,581	428,581	-	-	100%		-	
Interest Income	45,000	-	45,000	10,219	-	34,781	23%		21,449	-52%
Total Revenues	$ 10,665,466	$ 428,581	$ 11,094,047	$ 10,938,809	$ -	$ 155,238	99%		$ 7,582,835	44%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
2012 GO Bond Payment	2,200,000	428,581	2,628,581	2,590,000	-	38,581	99%		195,000	1228%
2013 GO Refunding Bond	175,000	-	175,000	-	-	175,000	0%		-	
Bond Administrative Fees	20,000	-	20,000	600	-	19,400	3%		-	
2014 GO Bond Payment	305,000	-	305,000	-	-	305,000	0%		-	
2015 GO Bond Payment	1,220,300	-	1,220,300	1,220,300	-	-	100%		463,700	163%
2015 CO Bond Payment	445,000	-	445,000	445,000	-	-	100%		440,000	1%
2016 CO Debt Payment	70,000	-	70,000	70,000	-	-	100%		55,000	27%
2017 CO Debt Payment	70,000	-	70,000	70,000	-	-	100%	2	410,000	-83%
2018 GO Debt Payment	145,000	-	145,000	145,000	-	-	100%		135,000	7%
2018 CO Debt Payment	455,000	-	455,000	455,000	-	-	100%		175,000	160%
2019 CO Debt Payment	381,123	-	381,123	381,123	-	-	100%		366,177	4%
2019 GO Debt Payment	155,000	-	155,000	155,000	-	-	100%		150,000	3%
2020 CO Debt Payment	245,000	-	245,000	245,000	-	-	100%		805,000	-70%
2021 CO Debt Payment	255,000	-	255,000	310,000	-	(55,000)	122%		-	
2021 GO Debt Payment	1,770,000	-	1,770,000	1,925,000	-	(155,000)	109%		-	
Bond Interest Expense	4,741,048	-	4,741,048	2,238,972	-	2,502,076	47%		1,717,248	30%
Total Expenditures	$ 12,652,471	$ 428,581	$ 13,081,052	$ 10,250,995	$ -	$ 2,830,057	78%		$ 5,537,625	85%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,987,005)	$ -	$ (1,987,005)	$ 687,814					$ 2,045,210	
Beginning Fund Balance October 1			2,640,088	2,640,088					2,619,367	
Ending Fund Balance Current Month			$ 653,083	$ 3,327,902					$ 4,664,577	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.

2 Annual debt service payments are made in February and August.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 2,102,918	$ -	$ 2,102,918	$ 1,438,899	$ -	$ 664,019	68%		$ 1,095,970	31%
Interest Income	300	-	300	448	-	(148)	149%		662	-32%
Other	-	-	-	-	-	-			-	
Total Revenue	$ 2,103,218	$ -	$ 2,103,218	$ 1,439,347	$ -	$ 663,871	68%		$ 1,096,632	31%
EXPENDITURES										
Personnel	$ 2,078,008	$ -	$ 2,078,008	$ 1,149,476	$ -	$ 928,532	55%		$ 802,566	43%
Other	350	-	350	469	-	(119)			170	175%
Total Expenditures	$ 2,078,358	$ -	$ 2,078,358	$ 1,149,945	$ -	$ 928,413	55%		$ 802,736	43%
REVENUE OVER (UNDER) EXPENDITURES	$ 24,860	$ -	$ 24,860	$ 289,402					$ 293,895	
Beginning Fund Balance October 1			430,669	430,669					302,439	
Ending Fund Balance Current Month			$ 455,529	$ 720,071					$ 596,334	

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 2,102,918	$ -	$ 2,102,918	$ 1,435,143	$ -	$ 667,775	68%		$ 1,094,119	31%
Interest Income	300	-	300	242	-	58	81%		104	132%
Other	-	-	-	-	-	-			-	
Total Revenue	$ 2,103,218	$ -	$ 2,103,218	$ 1,435,385	$ -	$ 667,833	68%		$ 1,094,223	31%
EXPENDITURES										
Personnel	$ 2,098,745	$ -	$ 2,098,745	$ 1,267,866	$ -	$ 830,879	60%		$ 913,650	39%
Other	350	-	350	461	-	(111)			170	171%
Total Expenditures	$ 2,099,095	$ -	$ 2,099,095	$ 1,268,327	$ -	$ 830,768	60%		$ 913,820	39%
REVENUE OVER (UNDER) EXPENDITURES	$ 4,123	$ -	$ 4,123	$ 167,058					$ 180,403	
Beginning Fund Balance October 1			413,785	413,785					203,982	
Ending Fund Balance Current Month			$ 417,908	$ 580,843					$ 384,385	

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
Other Reimbursements	136,500	-	136,500	-	-	136,500	0%		98,922	-100%
Interest Income	20,000	-	20,000	8,156	-	11,844	41%		17,679	-54%
Charges for Services	1,170,198	-	1,170,198	682,615	-	487,583	58%		710,486	-4%
Total Revenue	$ 1,326,698	$ -	$ 1,326,698	$ 690,772	$ -	$ 635,926	52%		$ 827,086	-16%
EXPENDITURES										
Vehicle Replacement	$ 352,148	$ 394,393	$ 746,541	$ 392,447	$ 369,724	$ (15,630)	102%	1,2	$ 450,658	-13%
Equipment Replacement	33,300	-	33,300	-	-	33,300	0%		98,445	-100%
Technology Replacement	255,700	-	255,700	194,034	51,859	9,807	96%	2	30,445	537%
Total Expenditures	$ 641,148	$ 394,393	$ 1,035,541	$ 586,481	$ 421,583	$ 27,477	97%		$ 579,548	1%
REVENUE OVER (UNDER) EXPENDITURES	$ 685,550	$ (394,393)	$ 291,157	$ 104,291					$ 247,538	
Beginning Fund Balance October 1			3,957,862	3,957,862					3,741,880	
Ending Fund Balance Current Month			$ 4,249,019	$ 4,062,153					$ 3,989,418	

Notes

1 Replacement vehicle or technology purchases have been encumbered.

2 Replacement vehicle or technology prices slightly higher due to manufacturer price increases.

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 758,100	$ -	$ 758,100	$ 459,498	$ -	$ 298,602	61%		$ 419,455	10%
Drainage Review Fee	3,000	-	3,000	2,428	-	572	81%		2,395	1%
Interest Income	2,200	-	2,200	1,260	-	940	57%		2,694	-53%
Transfer In	-	531,449	531,449	531,449	-	-	100%		-	
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	$ 763,300	$ 531,449	$ 1,294,749	$ 994,635	$ -	$ 300,114	77%		$ 424,544	134%
EXPENDITURES										
Personnel Services	$ 172,445	$ 745	$ 173,190	$ 8,454	$ -	$ 164,736	5%		$ 88,541	-90%
Debt Service	253,142	531,449	784,591	736,206	-	48,386	94%	2	201,761	265%
Operating Expenditures	278,595	63,490	342,085	114,186	80,813	147,086	57%		32,879	247%
Transfers Out	663,157	-	663,157	560,508	-	102,649	85%	1	57,658	872%
Total Expenses	$ 1,367,339	$ 595,684	$ 1,963,023	$ 1,419,354	$ 80,813	$ 462,856	76%		$ 380,839	273%
REVENUE OVER (UNDER) EXPENDITURES	$ (604,039)	$ (64,235)	$ (668,274)	$ (424,719)					$ 43,704	
Beginning Working Capital October 1			816,012	816,012					632,579	
Ending Working Capital Current Month			$ 147,738	$ 391,293					$ 676,283	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	$ 430,000	$ -	$ 430,000	$ 97,378	$ -	$ 332,622	23%		$ -	
Park Dedication - Transfers In	-	-	-	-	-	-			392,217	-100%
Park Improvements	280,500	-	280,500	299,766	-	(19,266)	107%		123,370	143%
Contributions/Grants	-	200,550	200,550	-	-	200,550	0%		-	
Interest-Park Dedication	6,000	-	6,000	3,968	-	2,032	66%		7,733	-49%
Interest-Park Improvements	5,000	-	5,000	2,079	-	2,921	42%		5,168	-60%
Total Revenue	$ 721,500	$ 200,550	$ 922,050	$ 403,191	$ -	$ 518,859	44%		$ 528,488	-24%
EXPENDITURES										
Cockrell Park Trail Connection	$ -	$ -	$ -	$ -	$ -	$ -			$ 392,058	-100%
Park Dedication Land Acquisition	-	1,913,800	1,913,800	-	-	1,913,800	0%		-	
Hike & Bike Master Plan	-	-	-	-	-	-			2,594	
Hays Park	-	31,952	31,952	35,560	343	(3,950)	112%	1	14,263	149%
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove Park	575,000	150,000	725,000	-	-	725,000	0%		-	
Windsong Neighborhood Park	-	100,000	100,000	-	-	100,000	0%		-	
Capital (Misc. small projects)	61,750	-	61,750	12,298	-	49,452	20%		-	
Total Expenses	$ 666,750	$ 2,195,752	$ 2,862,502	$ 47,858	$ 343	$ 2,814,302	2%		$ 408,916	-88%
REVENUE OVER (UNDER) EXPENDITURES	$ 54,750	$ (1,995,202)	$ (1,940,452)	$ 355,333					$ 119,572	
Beginning Fund Balance October 1			2,894,711	2,894,711					2,660,035	
Ending Fund Balance Current Month			$ 954,259	$ 3,250,044					$ 2,779,607	

Notes

1 Purchase order rolled forward from prior year to pay final invoices and close out capital project. Also includes internal water billing of hydrant meter to capital project.

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ -	$ -	$ -	$ 259,800	$ (259,800)			$ 19,868	1208%
Wastewater Impact Fees	-	-	-	474,773	(474,773)			9,030	5158%
East Thoroughfare Impact Fees	200,000	-	200,000	1,318,973	(1,118,973)	659%		84,101	1468%
Property Taxes - Town (Current)	627,221	-	627,221	612,991	14,230	98%		492,446	24%
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	148,647	-	148,647	144,308	4,339	97%		116,706	
Sales Taxes - Town	761,000	-	761,000	471,133	289,867	62%		346,362	36%
Sales Taxes - EDC	637,500	-	637,500	394,574	242,926	62%		290,079	36%
Interest Income	2,000	-	2,000	2,927	(927)	146%		3,489	-16%
Transfer In	-	-	-	-	-			-	
Total Revenue	$ 2,376,368	$ -	$ 2,376,368	$ 3,679,480	$ (1,303,112)	155%		$ 1,362,081	170%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -			-	
Developer Rebate	2,376,368	-	2,376,368	1,207,639	1,168,730	51%		-	
Transfers Out	-	-	-	-				-	
Total Expenses	$ 2,376,368	$ -	$ 2,376,368	$ 1,207,639	$ 1,168,730	51%		$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 2,471,841				$ 1,362,081	
Beginning Fund Balance October 1			1,470,609	1,470,609				301,260	
Ending Fund Balance Current Month			$ 1,470,609	$ 3,942,450				$ 1,663,341	

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TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 131,145	$ -	$ 131,145	$ 154,136	$ (22,991)	118%		$ 10,901	1314%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	31,081	-	31,081	30,280	801	97%		2,583	
Sales Taxes - Town	-	-	-	-	-			-	
Sales Taxes - EDC	-	-	-	-	-			-	
Interest Income	150	-	150	(14)	164	-10%		143	-110%
Total Revenue	$ 162,376	$ -	$ 162,376	$ 184,402	$ (22,026)	114%		$ 13,627	1253%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	-			$ -	
Developer Rebate	162,428	-	162,428	-	162,428	0%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenditures	$ 162,428	$ -	$ 162,428	$ -	$ 162,428	0%		$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ (52)	$ 184,402				$ 13,627	
Beginning Fund Balance October 1			25,058	25,058				25,189	
Ending Fund Balance Current Month			$ 25,006	$ 209,460				$ 38,816	

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WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		$ 3,500,000	$ -	$ 3,500,000	$ 2,459,742				
Interest Income		20,000	-	20,000	22,175				
Total Revenues		$ 3,520,000	$ -	$ 3,520,000	$ 2,481,918				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	400,000	400,000	-	400,000	-	-	400,000	-	400,000
Star Trail Developer Reimb	400,000	400,000	-	400,000	-	-	400,000	-	400,000
Victory at Frontier Developer Reimb	60,000	60,000	-	60,000	-	-	60,000	-	60,000
Westside Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	-	100,000
TVG Windsong Developer Reimb	350,000	350,000	-	350,000	-	-	350,000	-	350,000
Total Developer Reimbursements	$ 1,310,000	$ 1,310,000	$ -	$ 1,310,000	$ -	$ -	$ 1,310,000	$ -	$ 1,310,000
Capital Expenditures									
12" Water Line - DNT	200,000	-	200,000	200,000	32,220	143,530	24,250	-	224,250
Lower Pressure Plane Easements	1,000,000	900,000	-	900,000	-	-	900,000	-	1,000,000
Total Projects	$ 1,200,000	$ 900,000	$ 200,000	$ 1,100,000	$ 32,220	$ 143,530	$ 924,250	$ -	$ 1,224,250
Transfer to CIP Fund	-	9,000,000	-	9,000,000	-	-	9,000,000	-	-
Total Transfers Out	$ -	$ 9,000,000	$ -	$ 9,000,000	$ -	$ -	$ 9,000,000	$ -	$ -
Total Expenditures	$ 2,510,000	$ 11,210,000	$ 200,000	$ 11,410,000	$ 32,220	$ 143,530	$ 2,234,250	$ -	$ 2,534,250
REVENUE OVER (UNDER) EXPENDITURES				$ (7,890,000)	$ 2,449,697				
Beginning Fund Balance October 1				9,691,322	9,691,322				
Ending Fund Balance Current Month				$ 1,801,322	$ 12,141,019				

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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		$ 2,000,000	$ -	$ 2,000,000	$ 1,045,556				
Interest Income		16,000	-	16,000	8,018				
Upper Trinity Equity Fee		300,000	-	300,000	235,000				
Total Revenues		$ 2,316,000	$ -	$ 2,316,000	$ 1,288,574				
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	275,000	275,000	-	275,000	39,508	-	235,492	-	235,492
Frontier Estates Developer Reimb	25,000	25,000	-	25,000	342	-	24,659	-	24,659
LaCima Developer Reimb	50,000	50,000	-	50,000	-	-	50,000	-	50,000
Brookhollow Developer Reimb	220,000	220,000	-	220,000	28,220	-	191,780	-	191,780
TVG Windsong Developer Reimb	600,000	600,000	-	600,000	195,401	-	404,599	-	404,599
All Storage Developer Reimb	50,000	50,000	-	50,000	-	-	50,000	-	50,000
Legacy Garden Developer Reimb	75,000	75,000	-	75,000	12,294	-	62,706	-	62,706
Total Developer Reimbursements	$ 1,295,000	$ 1,295,000	$ -	$ 1,295,000	$ 296,205	$ -	$ 998,795	$ -	$ 998,795
Capital Expenditures									
Doe Branch Wastewater Lines	-	-	475,000	475,000	-	363,000	112,000		112,000
Total Projects	$ -	$ -	$ 475,000	$ 475,000	$ -	$ 363,000	$ 112,000	$ -	$ 112,000
Transfer to CIP Fund	1,500,000	1,500,000	-	1,500,000	-	-	1,500,000	-	1,500,000
Total Transfers Out	$ 1,500,000	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ 1,500,000	$ -	$ 1,500,000
Total Expenditures	$ 2,795,000	$ 2,795,000	$ 475,000	$ 3,270,000	$ 296,205	$ 363,000	$ 2,610,795	$ -	$ 2,610,795
REVENUE OVER (UNDER) EXPENDITURES				$ (954,000)	$ 992,369				
Beginning Fund Balance October 1				2,733,394	2,733,394				
Ending Fund Balance Current Month				$ 1,779,394	$ 3,725,763				

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THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		$ 1,200,000	$ -	$ 1,200,000	$ 846,798				
East Thoroughfare Other Revenue		-	-	-	-				
West Thoroughfare Impact Fees		4,000,000	-	4,000,000	2,674,741				
West Thoroughfare Other Revenue		-	-	-	-				
Interest-East Thoroughfare Impact Fees		9,000	-	9,000	6,740				
Interest-West Thoroughfare Impact Fees		15,000	-	15,000	18,460				
Total Revenues		$ 5,224,000	$ -	$ 5,224,000	$ 3,546,740				
EXPENDITURES									
East									
FM 1461 (SH289-CR 165)	175,000	175,000	-	175,000	77,074	-	97,927	-	97,927
Coleman Median Landscape (Talon-Victory)	30,000	-	7,750	7,750	951	6,799	-	22,225	25
Coit Road (First - Frontier)	1,289,900	-	364,755	364,755	-	364,755	-	922,775	2,371
Traffic Signal - Coit & Richland	56,800	56,800	-	56,800	-	-	56,800	50,795	6,005
Transfer to Capital Project Fund	2,180,000	2,180,000	-	2,180,000	-	-	2,180,000	-	2,180,000
Total East	$ 3,731,700	$ 2,411,800	$ 372,505	$ 2,784,305	$ 78,025	$ 371,554	$ 2,334,727	$ 995,795	$ 2,286,327
West									
Teel 380 Intersection Improvements	100,000	-	22,125	22,125	20,784	7,340	(6,000)	73,861	-
Traffic Signal		-	2,185	2,185	2,185	11,195	(11,195)	256,112	-
Parks at Legacy Developer Reimb	600,000	600,000	-	600,000	72,636	-	527,364	-	527,364
Star Trail Developer Reimb	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Tellus Windsong Developer Reimb	3,500,000	3,500,000	-	3,500,000	-	-	3,500,000	-	3,500,000
Legacy Garden Developer Reimb	200,000	200,000	-	200,000	40,997	-	159,003	-	159,003
Total West	$ 5,400,000	$ 5,300,000	$ 24,310	$ 5,324,310	$ 136,602	$ 18,535	$ 5,169,172	$ 329,973	$ 5,186,367
Total Expenditures	$ 9,131,700	$ 7,711,800	$ 396,814	$ 8,108,615	$ 214,627	$ 390,089	$ 7,503,899	$ 1,325,768	$ 7,472,694
REVENUE OVER (UNDER) EXPENDITURES				$ (2,884,615)	$ 3,332,113				
Beginning Fund Balance October 1				10,678,812	10,678,812				
Ending Fund Balance Current Month				$ 7,794,198	$ 14,010,925				

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Expected Year to Date Percent 58.33%

SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
Police Donation Revenue	$ 14,000	$ -	$ 14,000	$ 8,799	$ -	$ 5,201	63%		$ 8,303	6%
Fire Donation Revenue	13,500	-	13,500	8,668	-	4,832	64%		8,134	7%
Child Safety Revenue	12,000	-	12,000	7,560	-	4,440	63%		3,410	122%
Court Security Revenue	8,000	-	8,000	4,193	-	3,807	52%		4,574	-8%
Court Technology Revenue	7,000	-	7,000	3,536	-	3,464	51%		3,940	-10%
Municipal Jury revenue	150	-	150	81	-	69	54%		85	-5%
Interest Income	1,425	-	1,425	1,753	-	(328)	123%		2,245	-22%
Interest Income CARES/ARPA Funds	-	-	-	6,386	-	(6,386)			(295)	-2264%
Tree Mitigation	-	-	-	-	-	-			21,325	
Miscellaneous	-	-	-	2,997	-	(2,997)			3,111	-4%
CARES Act/ARPA Funding	3,045,165	-	3,045,165	6,018	-	3,039,147	0%		1,419,369	-100%
Transfer In	-	-	-	-	-	-			-	
Total Revenue	$ 3,101,240	$ -	$ 3,101,240	$ 49,991	$ -	$ 3,051,249	2%		$ 1,474,201	-97%
EXPENDITURES										
LEOSE Expenditure	$ 6,500	$ -	$ 6,500	$ -	$ -	$ 6,500	0%		$ 2,500	-100%
Court Technology Expense	-	14,664	14,664	10,688	-	3,976	73%		-	
Court Security Expense	16,936	-	16,936	-	-	16,936	0%		30	
Police Donation Expense	26,204	-	26,204	8,237	16,189	1,779	93%	1	663	
Fire Donation Expense	5,000	-	5,000	-	-	5,000	0%		4,483	-100%
Child Safety Expense	39,698	-	39,698	2,706	20,780	16,212	59%		-	
Tree Mitigation Expense	400,000	-	400,000	33,600	-	366,400	8%		-	
Police Seizure Expense	8,227	-	8,227	-	-	8,227	0%		4,250	-100%
CARES Act/ARPA Funding	-	-	-	-	-	-			1,420,316	-100%
Total Expenses	$ 502,565	$ 14,664	$ 517,229	$ 55,231	$ 36,969	$ 425,030	11%		$ 1,432,242	-96%
REVENUE OVER (UNDER) EXPENDITURES	$ 2,598,675	$ (14,664)	$ 2,584,011	$ (5,240)					$ 41,959	
Beginning Fund Balance October 1			848,389	848,389					567,535	
Ending Fund Balance Current Month			$ 3,432,400	$ 843,149					$ 609,494	

Notes

1 Purchase orders have been issued for various approved discretionary packages.

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CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Grants		$ -	$ -	$ -	$ -				
Bond Proceeds		34,688,033	-	34,688,033	-				
Interest Income		-	-	-	66,042				
Other Revenue		-	-	-	-				
Transfers In - General Fund		4,295,000	1,982,000	6,277,000	4,487,417				
Transfers In - Impact Fee Funds		2,180,000	-	2,180,000	-				
Transfers In - Bond Funds		-	-	-	6,276,807				
Total Revenues		$ 41,163,033	$ 1,982,000	$ 43,145,033	$ 10,830,266				
EXPENDITURES									
Frontier Parkway BNSF Overpass	9,143,771	287,783	-	287,783	99,791	-	187,992	8,855,826	188,154
West Prosper Roads	14,168,828	518,952	-	518,952	586	-	518,366	14,016,735	151,507
Traffic Signal (Coit & First)	306,300	306,300	19,500	19,500	-	19,500	-	286,799	1
BNSF Quiet Zone First/Fifth	145,000	127,186	-	127,186	-	4,950	122,236	17,146	122,904
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	1,006,205	700,868	1,707,073	943,839	133,473	629,761	4,715,110	629,646
Cook Lane (First-End)	20,799	-	20,799	20,799	20,799	-	-	-	(0)
Preston/First Turn Lane	100,000	100,000	-	100,000	-	-	100,000	-	100,000
First St (DNT to Coleman)	4,011,567	2,293,095	310,941	2,604,036	38,055	297,836	2,268,145	1,407,531	2,268,145
Fishtrap (Elem-DNT) 4 Lanes	20,754,430	19,689,411	138,563	19,827,974	1,066,792	87,250	18,673,932	873,947	18,726,441
First St (Coit-Custer) 4 Lanes	22,085,000	21,012,639	175,800	21,188,439	77,269	104,700	21,006,470	921,427	20,981,604
Fishtrap, Segment 4 (Middle-Elem)	2,944,190	205,011	1,714,417	1,919,428	1,674,423	50,965	194,040	1,085,647	133,155
Preston/Prosper Trail Turn Lane	100,000	100,000	-	100,000	-	-	100,000	-	100,000
Victory Way (Coleman-Frontier)	2,500,000	-	-	-	-	-	-	2,284,783	215,217
Craig Street (Preston-Fifth)	450,000	450,000	-	450,000	15,430	284,170	150,400	-	150,400
Prosper Trail/DNT Intersection Improvements	2,113,000	-	78,645	78,645	61,059	(0)	17,586	2,034,355	17,586
Fishtrap Section 1 & 4	778,900	19,200	6,500	25,700	-	6,500	19,200	727,808	44,592
Fishtrap Segment 2 (PISD reimbursement)	1,063,033	1,063,033	-	1,063,033	938,997	-	133,773	-	124,036
Fishtrap (Teel - Gee Road)	6,025,000	6,025,000	-	6,025,000	-	-	6,025,000	-	6,025,000
Gee Road (Fishtrap - Windsong)	6,050,000	3,520,000	-	3,520,000	-	-	3,520,000	-	6,050,000
Teel (US 380 Intersection Improvements)	1,280,000	1,180,000	-	1,180,000	-	-	1,180,000	-	1,280,000
Coleman (Gorgeous - Prosper Trail)	5,500,000	700,000	450,000	1,150,000	19	861,421	288,561	-	4,638,561
Coleman (Prosper Trail - PHS)	3,000,000	675,000	(300,000)	375,000	-	-	375,000	-	3,000,000
Legacy (Prairie - Fishtrap)	8,225,000	850,000	-	850,000	-	794,000	56,000	-	7,431,000
Teel Parkway (US 380 - Fishtrap Rd) NB 2 Lanes (Design)	900,000	-	750,000	750,000	16,000	202,200	531,800	-	681,800
Total Street Projects	$ 118,086,886	$ 60,128,815	$ 4,066,034	$ 63,888,549	$ 4,953,060	$ 2,846,965	$ 56,098,262	$ 37,227,114	$ 73,059,748

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CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Downtown Monument	455,000	204,257	43,546	247,803	41,796	1,750	204,257	207,411	204,043
Turf Irrigation SH289	68,000	19,065	-	19,065	-	-	19,065	48,935	19,065
US 380 Median Design (Green Ribbon)	821,250	751,550	-	751,550	-	-	751,550	65,800	755,450
Whitley Place H&B Trail Extension	750,000	1,621	-	1,621	-	-	1,621	734,209	15,791
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	44,797	-	44,797	-	-	44,797	235,202	44,798
Tanner's Mill Phase 2 Design	1,030,000	951,700	67,221	1,018,921	56,520	10,701	951,700	14,080	948,699
Lakewood Preserve, Phase 2	3,845,000	3,845,000	-	3,845,000	-	-	3,845,000	-	3,845,000
Pecan Grove Ph II	67,500	7,606	35,959	43,565	34,624	9,135	25,159	26,435	(2,694)
Downtown Pond Improvements	120,000	120,000	-	120,000	11,760	1,745	106,495	-	106,495
Sexton Park Phase I	1,200,000	1,200,000	-	1,200,000	14,430	1,067,170	118,400	-	118,400
Gee Road Trail Connection	700,000	700,000	-	700,000	-	-	700,000	-	700,000
Coleman Median Landscape (Victory-Preston)	650,000	650,000	-	650,000	13,693	14,850	621,457	-	621,457
Prosper Trail Median Landscape	275,000	275,000	-	275,000	5,828	6,406	262,766	-	262,766
Coleman Median Landscape (Talon-Victory)	454,025	424,050	-	424,050	340,563	2,150	81,337	-	111,312
Total Park Projects	$ 10,715,775	$ 9,194,646	$ 146,725	$ 9,341,371	$ 519,214	$ 1,113,907	$ 7,733,604	$ 1,332,072	$ 7,750,583
PD Car Camera and Body worn Camera System	387,225	387,225	-	387,225	-	-	387,225	-	387,225
Station #3 Quint Engine	1,350,000	1,350,000	145,000	1,495,000	1,194,041	-	300,959	-	155,959
Station #3 Ambulance	460,000	460,000	35,000	495,000	-	319,453	175,547	-	140,547
Street Broom	36,900	-	43,960	43,960	43,960	-	43,960	-	(7,060)
Storm Siren	33,860	294	33,566	33,860	33,566	0	40,574	-	294
Scag Wind Storm Blower	9,300	183	-	183	-	-	183	-	9,300
Heavy Duty Trailer	18,250	-	26,626	26,626	-	26,626	26,626	-	(8,376)
Verti-Cutter	12,000	-	19,908	19,908	19,908	-	19,908	-	(7,908)
Skid Steer	81,013	-	81,013	81,013	81,013	-	-	-	-
Z-Max Spreader/Sprayer	12,000	-	12,590	12,590	12,590	-	12,590	-	(590)
Park Ops Vehicle	25,889	-	27,035	27,035	-	27,035	27,035	-	(1,146)
Bucket Truck	117,261	-	126,757	126,757	-	126,757	126,757	-	(9,496)
Awnings for Storage	19,800	19,800	-	19,800	1,500	9,900	8,400	-	8,400
Engineering Vehicle	35,998	35,998	-	35,998	-	34,352	1,646	-	1,646
Public Safety Complex FFE		4,000	4,000	4,000	-	-	4,000	-	-
Public Safety Complex, Phase 2-Design	1,555,615	-	676,700	676,700	386,282	289,808	290,418	-	879,525
Public Safety Complex, Phase 2-Dev Costs	670,000	661,750	(22,675)	639,075	30,386	97,454	511,235	-	542,160
Public Safety Complex, Phase 2-Construction	14,500,000	14,499,671	-	14,499,671	294,153	14,205,384	134	-	463
Public Safety Complex, Phase 2-FFE	1,274,385	1,274,385	-	1,274,385	-	-	1,274,385	-	1,274,385
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	1,100,000	(900,000)	200,000	-	-	208,380	-	200,000
Fire Station #4 - Design	600,000	600,000	-	600,000	49,737	558,643	-	-	(8,380)
Fire Station #4 - Engine	600,000	-	1,250,000	1,250,000	949,757	-	308,623	-	(349,757)
Fire Station #4 - Ambulance	600,000	-	552,000	552,000	-	376,392	183,988	-	223,608
Total Facility Projects	$ 23,499,496	$ 20,393,306	$ 2,111,480	$ 22,500,786	$ 3,096,893	$ 16,071,804	$ 3,952,573	$ -	$ 3,430,799
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	$ 152,302,157	$ 89,716,767	$ 6,324,239	$ 95,730,707	$ 8,569,166	$ 20,032,676	$ 67,784,438	$ 38,559,186	$ 84,241,129
REVENUE OVER (UNDER) EXPENDITURES				$ (52,585,674)	$ 2,261,099				
Beginning Fund Balance (Restricted for Capital Projects) October 1				55,411,735	55,411,735				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 2,826,061	$ 57,672,834				

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CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		$ -	$ -	$ -	$ 5,685				
Bond Proceeds		14,931,000	-	14,931,000	-				
Transfers In		563,323	-	563,323	502,272				
Transfers In - Impact Fee Funds		10,500,000	-	10,500,000	-				
Transfers In - Bond Funds		-	-	-	62,994				
Total Revenues		$ 25,994,323	$ -	$ 25,994,323	$ 570,951				
EXPENDITURES									
Lower Pressure Plane Pump Station Design	24,331,100	22,746,000	432,371	23,178,371	21,501	410,870	22,746,000	1,148,013	22,750,716
Fishtrap EST (South)	6,433,700	6,000	187,924	193,924	-	187,924	6,000	6,239,583	6,193
Water Supply Line Phase I	13,181,703	133,230	37,227	170,457	-	37,227	133,230	12,956,822	187,654
Custer Rd Meter Station/Water Line Relocation	3,866,832	32,598	49,421	82,019	-	49,421	32,598	3,795,144	22,267
E-W Collector (Cook-DNT)	680,775	128,000	5,400	133,400	-	-	133,400	547,223	133,552
Doe Branch Parallel Interceptor	-	-	4,500	4,500	4,500	-	-	-	(4,500)
Fishtrap (Elem-DNT) Water Line	5,000,000	5,000,000	-	5,000,000	-	-	5,000,000	-	5,000,000
Total Water & Wastewater Projects	$ 53,494,110	$ 28,045,828	$ 716,843	$ 28,762,671	$ 26,001	$ 685,442	$ 28,051,228	$ 24,686,785	$ 28,095,882
Old Town Drainage	665,000	50,000	-	50,000	-	-	50,000	603,142	61,858
Frontier Park/Preston Lakes Drainage	1,085,000	985,000	-	985,000	-	-	985,000	36,510	1,048,490
Old Town Regional Pond #2	385,000	-	45,751	45,751	28,638	17,114	-	2,572	336,677
Old Town Drainage Broadway Design & Construction	691,686	60,240	6,398	66,638	-	6,398	60,240	318,568	366,720
Total Drainage Projects	$ 2,826,686	$ 1,095,240	$ 52,149	$ 1,147,389	$ 28,638	$ 23,512	$ 1,095,240	$ 960,792	$ 1,813,745
Transfer out	-	-	-	-	-	-	-		
Total Expenses	$ 56,320,796	$ 29,141,068	$ 768,992	$ 29,910,060	$ 54,639	$ 708,954	$ 29,146,468	$ 25,647,577	$ 29,909,627
				$ (3,915,737)	$ 516,313				
Beginning Fund Balance (Restricted for Capital Projects) October 1				5,258,203	5,258,203				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 1,342,466	$ 5,774,516				

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Fund number: 100	**GENERAL**								
100-4035-10-00	3% Construction Fee	(500,000.00)		(500,000.00)	(616,708.83)	(180,830.39)		123.34	116,708.83
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(75.00)	(5.00)		37.50	(125.00)
	Subtotal object - 04	(500,200.00)		(500,200.00)	(616,783.83)	(180,835.39)		123.31	116,583.83
100-4105-10-00	Property Taxes -Deli	(150,000.00)		(150,000.00)	(183,151.76)	1,666.48		122.10	33,151.76
100-4110-10-00	Property Taxes -Curr	(19,031,473.00)		(19,031,473.00)	(18,735,089.06)	(39,233.00)		98.44	(296,383.94)
100-4111-10-00	VIT Motor Vehicle Ta	(10,000.00)		(10,000.00)	(3,571.03)			35.71	(6,428.97)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(63,847.03)	(5,129.49)		85.13	(11,152.97)
100-4120-10-00	Sales Taxes	(7,972,237.00)		(7,972,237.00)	(5,350,257.22)	(563,897.64)		67.11	(2,621,979.78)
100-4130-10-00	Sales Tax-Mixed Beve	(105,000.00)		(105,000.00)	(53,642.21)	(8,847.21)		51.09	(51,357.79)
100-4140-10-00	Franchise Taxes - El	(1,100,000.00)		(1,100,000.00)	(520,009.86)	(229,645.03)		47.27	(579,990.14)
100-4150-10-00	Franchise Taxes - Te	(40,000.00)		(40,000.00)	(4,045.67)	(129.95)		10.11	(35,954.33)
100-4160-10-00	Franchise Taxes - Ga	(185,000.00)		(185,000.00)	(254,995.46)			137.84	69,995.46
100-4170-10-00	Franchise Taxes - Ro	(175,000.00)		(175,000.00)	(125,046.29)	(45,500.90)		71.46	(49,953.71)
100-4185-10-00	Franchise Fee - W/S	(432,889.00)		(432,889.00)	(252,518.56)	(36,074.08)		58.33	(180,370.44)
100-4190-10-00	Franchise Fee-Cable	(65,000.00)		(65,000.00)	(14,278.39)			21.97	(50,721.61)
	Subtotal object - 04	(29,341,599.00)		(29,341,599.00)	(25,560,452.54)	(926,790.82)		87.11	(3,781,146.46)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(70.00)			46.67	(80.00)
100-4203-10-00	New Cingular Tower L	(25,523.00)		(25,523.00)	(14,771.45)	(2,153.78)		57.88	(10,751.55)
100-4218-10-00	Administrative Fees-	(15,000.00)		(15,000.00)	(8,750.00)	(1,250.00)		58.33	(6,250.00)
100-4230-10-00	Other Permits	(2,950.00)		(2,950.00)	(5,650.00)	(2,445.00)		191.53	2,700.00
	Subtotal object - 04	(43,623.00)		(43,623.00)	(29,241.45)	(5,848.78)		67.03	(14,381.55)
100-4610-10-00	Interest Income	(70,000.00)		(70,000.00)	(52,428.25)	(4,911.85)		74.90	(17,571.75)
	Subtotal object - 04	(70,000.00)		(70,000.00)	(52,428.25)	(4,911.85)		74.90	(17,571.75)
100-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(12,695.16)			63.48	(7,304.84)
100-4920-10-00	Lease Proceeds	(1.00)		(1.00)	(1.00)			100.00	
100-4995-10-00	Transfer In/Out	(1,100,514.00)		(1,100,514.00)	(641,966.50)	(91,709.50)		58.33	(458,547.50)
	Subtotal object - 04	(1,120,515.00)		(1,120,515.00)	(654,662.66)	(91,709.50)		58.43	(465,852.34)
Program number:	DEFAULT PROGRAM	(31,075,937.00)		(31,075,937.00)	(26,913,568.73)	(1,210,096.34)		86.61	(4,162,368.27)
100-4410-10-07	Court Fines	(325,000.00)		(325,000.00)	(138,481.39)	(25,344.36)		42.61	(186,518.61)
100-4425-10-07	Time Payment Fee Rei	(500.00)		(500.00)	(255.00)	(60.00)		51.00	(245.00)
	Subtotal object - 04	(325,500.00)		(325,500.00)	(138,736.39)	(25,404.36)		42.62	(186,763.61)
Program number: 7	MUNICIPAL COURT	(325,500.00)		(325,500.00)	(138,736.39)	(25,404.36)		42.62	(186,763.61)
100-4930-10-99	Insurance Proceeds	(25,000.00)		(25,000.00)				-	(25,000.00)
	Subtotal object - 04	(25,000.00)		(25,000.00)				-	(25,000.00)
Program number: 99	NON-DEPARTMENTAL	(25,000.00)		(25,000.00)				-	(25,000.00)
Department number: 10	ADMINISTRATION	(31,426,437.00)		(31,426,437.00)	(27,052,305.12)	(1,235,500.70)		86.08	(4,374,131.88)
100-4230-20-01	Other Permits	(250.00)		(250.00)	(375.00)	(50.00)		150.00	125.00
	Subtotal object - 04	(250.00)		(250.00)	(375.00)	(50.00)		150.00	125.00
100-4440-20-01	Accident Reports	(2,000.00)		(2,000.00)	(950.00)	(114.00)		47.50	(1,050.00)
100-4450-20-01	Alarm Fee	(75,000.00)		(75,000.00)	(40,301.00)	(5,766.00)		53.74	(34,699.00)
	Subtotal object - 04	(77,000.00)		(77,000.00)	(41,251.00)	(5,880.00)		53.57	(35,749.00)
100-4510-20-01	Grants	(28,000.00)		(28,000.00)	(32,112.81)	(939.18)		114.69	4,112.81
	Subtotal object - 04	(28,000.00)		(28,000.00)	(32,112.81)	(939.18)		114.69	4,112.81
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(325.00)			6.50	(4,675.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(325.00)			6.50	(4,675.00)
Program number: 1	OPERATIONS	(110,250.00)		(110,250.00)	(74,063.81)	(6,869.18)		67.18	(36,186.19)
Department number: 20	POLICE	(110,250.00)		(110,250.00)	(74,063.81)	(6,869.18)		67.18	(36,186.19)
100-4310-30-01	Charges for Services	(550,000.00)		(550,000.00)	(497,005.25)	(72,092.62)		90.37	(52,994.75)
	Subtotal object - 04	(550,000.00)		(550,000.00)	(497,005.25)	(72,092.62)		90.37	(52,994.75)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(294.82)	(147.41)		58.96	(205.18)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(500.00)		(500.00)	(294.82)	(147.41)		58.96	(205.18)
100-4510-30-01	Grants	(204,914.00)		(204,914.00)	(178,145.02)			86.94	(26,768.98)
	Subtotal object - 04	(204,914.00)		(204,914.00)	(178,145.02)			86.94	(26,768.98)
Program number: 1	OPERATIONS	(755,414.00)		(755,414.00)	(675,445.09)	(72,240.03)		89.41	(79,968.91)
100-4315-30-05	Fire Review/Inspect	(140,000.00)		(140,000.00)	(81,750.00)	(7,700.00)		58.39	(58,250.00)
	Subtotal object - 04	(140,000.00)		(140,000.00)	(81,750.00)	(7,700.00)		58.39	(58,250.00)
100-4510-30-05	Grants				(3,653.54)			-	3,653.54
	Subtotal object - 04				(3,653.54)			-	3,653.54
Program number: 5	MARSHAL	(140,000.00)		(140,000.00)	(85,403.54)	(7,700.00)		61.00	(54,596.46)
Department number: 30	FIRE	(895,414.00)		(895,414.00)	(760,848.63)	(79,940.03)		84.97	(134,565.37)
100-4017-40-01	Contractor Registrat	(87,500.00)		(87,500.00)	(53,000.00)	(5,800.00)		60.57	(34,500.00)
100-4060-40-01	NSF Fees				(25.00)	(25.00)		-	25.00
	Subtotal object - 04	(87,500.00)		(87,500.00)	(53,025.00)	(5,825.00)		60.60	(34,475.00)
100-4210-40-01	Building Permits	(3,751,000.00)		(3,751,000.00)	(2,575,876.11)	(364,350.14)		68.67	(1,175,123.89)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(166,945.00)	(20,020.00)		83.47	(33,055.00)
100-4240-40-01	Plumb/Elect/Mech Per	(45,000.00)		(45,000.00)	(45,480.00)	(8,760.00)		101.07	480.00
100-4242-40-01	Re-inspection Fees	(85,000.00)		(85,000.00)	(85,575.00)	(11,225.00)		100.68	575.00
	Subtotal object - 04	(4,081,000.00)		(4,081,000.00)	(2,873,876.11)	(404,355.14)		70.42	(1,207,123.89)
100-4910-40-01	Other Revenue	(55,000.00)		(55,000.00)	(54,278.55)	(3,156.96)		98.69	(721.45)
	Subtotal object - 04	(55,000.00)		(55,000.00)	(54,278.55)	(3,156.96)		98.69	(721.45)
Program number: 1	INSPECTIONS	(4,223,500.00)		(4,223,500.00)	(2,981,179.66)	(413,337.10)		70.59	(1,242,320.34)
100-4211-40-02	Multi-Family Registr	(9,780.00)		(9,780.00)	(9,480.00)			96.93	(300.00)
100-4245-40-02	Health Inspections	(60,000.00)		(60,000.00)	(38,600.00)	(5,575.00)		64.33	(21,400.00)
	Subtotal object - 04	(69,780.00)		(69,780.00)	(48,080.00)	(5,575.00)		68.90	(21,700.00)
Program number: 2	CODE COMPLIANCE	(69,780.00)		(69,780.00)	(48,080.00)	(5,575.00)		68.90	(21,700.00)
100-4207-40-03	Network Node Applica				(1,250.00)			-	1,250.00
100-4220-40-03	Zoning Application F	(25,000.00)		(25,000.00)	(34,670.00)	(17,360.00)		138.68	9,670.00
100-4225-40-03	Development Applicat	(70,000.00)		(70,000.00)	(43,120.00)	(10,750.00)		61.60	(26,880.00)
	Subtotal object - 04	(95,000.00)		(95,000.00)	(79,040.00)	(28,110.00)		83.20	(15,960.00)
100-4910-40-03	Other Revenue				(1,000.00)	(400.00)		-	1,000.00
	Subtotal object - 04				(1,000.00)	(400.00)		-	1,000.00
Program number: 3	PLANNING	(95,000.00)		(95,000.00)	(80,040.00)	(28,510.00)		84.25	(14,960.00)
Department number: 40	DEVELOPMENT SERVICES	(4,388,280.00)		(4,388,280.00)	(3,109,299.66)	(447,422.10)		70.86	(1,278,980.34)
100-4208-50-01	Network Node Annual				(3,000.00)			-	3,000.00
100-4209-50-01	Network Node Monthly	(3,000.00)		(3,000.00)				-	(3,000.00)
	Subtotal object - 04	(3,000.00)		(3,000.00)	(3,000.00)			100.00	
100-4510-50-01	Grants				(3,773.60)			-	3,773.60
	Subtotal object - 04				(3,773.60)			-	3,773.60
100-4910-50-01	Other Revenue	(20,000.00)		(20,000.00)	(97,970.00)	(7,020.00)		489.85	77,970.00
	Subtotal object - 04	(20,000.00)		(20,000.00)	(97,970.00)	(7,020.00)		489.85	77,970.00
Program number: 1	STREETS	(23,000.00)		(23,000.00)	(104,743.60)	(7,020.00)		455.41	81,743.60
Department number: 50	PUBLIC WORKS	(23,000.00)		(23,000.00)	(104,743.60)	(7,020.00)		455.41	81,743.60
100-4056-60-00	Field Rental Fees	(195,000.00)		(195,000.00)	(151,805.00)	(37,920.00)		77.85	(43,195.00)
100-4057-60-00	Pavilion User Fees	(3,500.00)		(3,500.00)	(2,200.00)	(595.00)		62.86	(1,300.00)
100-4058-60-00	Park Program Fees	(140,000.00)		(140,000.00)	(133,217.26)	(72,700.00)		95.16	(6,782.74)
	Subtotal object - 04	(338,500.00)		(338,500.00)	(287,222.26)	(111,215.00)		84.85	(51,277.74)
100-4721-60-00	Prosper Christmas Do	(38,500.00)		(38,500.00)	(22,450.00)			58.31	(16,050.00)
100-4725-60-00	Fishing Derby Sponso	(500.00)		(500.00)				-	(500.00)
	Subtotal object - 04	(39,000.00)		(39,000.00)	(22,450.00)			57.56	(16,550.00)
100-4910-60-00	Other Revenue	(64,000.00)		(64,000.00)	(2,660.00)	(100.00)		4.16	(61,340.00)
	Subtotal object - 04	(64,000.00)		(64,000.00)	(2,660.00)	(100.00)		4.16	(61,340.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number:	DEFAULT PROGRAM	(441,500.00)		(441,500.00)	(312,332.26)	(111,315.00)		70.74	(129,167.74)
100-4063-60-05	Lost Fees	(1,200.00)		(1,200.00)	(1,827.99)	(185.87)		152.33	627.99
100-4064-60-05	Printing/Copying Fee	(1,000.00)		(1,000.00)	(1,032.65)	(225.60)		103.27	32.65
100-4066-60-05	Library Card Fees	(7,000.00)		(7,000.00)	(8,000.00)	(1,050.00)		114.29	1,000.00
	Subtotal object - 04	(9,200.00)		(9,200.00)	(10,860.64)	(1,461.47)		118.05	1,660.64
100-4510-60-05	Grants				(500.00)			-	500.00
	Subtotal object - 04				(500.00)			-	500.00
100-4910-60-05	Other Revenue				(24.55)			-	24.55
	Subtotal object - 04				(24.55)			-	24.55
Program number: 5	LIBRARY	(9,200.00)		(9,200.00)	(11,385.19)	(1,461.47)		123.75	2,185.19
Department number: 60	COMMUNITY SERVICES	(450,700.00)		(450,700.00)	(323,717.45)	(112,776.47)		71.83	(126,982.55)
100-4312-98-01	Engineering Plan Rev	(3,000.00)		(3,000.00)	(4,200.00)	(1,200.00)		140.00	1,200.00
	Subtotal object - 04	(3,000.00)		(3,000.00)	(4,200.00)	(1,200.00)		140.00	1,200.00
Program number: 1	ENGINEERING	(3,000.00)		(3,000.00)	(4,200.00)	(1,200.00)		140.00	1,200.00
Department number: 98	ENGINEERING	(3,000.00)		(3,000.00)	(4,200.00)	(1,200.00)		140.00	1,200.00
	Revenue Subtotal - - - - - -	**(37,297,081.00)**		**(37,297,081.00)**	**(31,429,178.27)**	**(1,890,728.48)**		**84.27**	**(5,867,902.73)**
Program number: 1	**TOWN MANAGER**								
100-5110-10-01	Salaries & Wages	451,296.00	8,746.00	460,042.00	178,728.05	23,127.63		38.85	281,313.95
100-5126-10-01	Salaries-Vacation Bu	9,108.00		9,108.00	4,599.27			50.50	4,508.73
100-5140-10-01	Salaries - Longevity	750.00		750.00	740.00			98.67	10.00
100-5142-10-01	Car Allowance	6,000.00		6,000.00	3,500.00	500.00		58.33	2,500.00
100-5143-10-01	Cell Phone Allowance	1,980.00		1,980.00	665.00	95.00		33.59	1,315.00
100-5145-10-01	Social Security Expe	17,708.00		17,708.00	6,583.00	1,416.24		37.18	11,125.00
100-5150-10-01	Medicare Expense	6,803.00		6,803.00	2,640.59	331.22		38.82	4,162.41
100-5155-10-01	SUTA Expense	324.00		324.00	9.00			2.78	315.00
100-5160-10-01	Health Insurance	20,496.00		20,496.00	6,997.64	1,008.14		34.14	13,498.36
100-5162-10-01	HSA Expense	1,500.00		1,500.00				-	1,500.00
100-5165-10-01	Dental Insurance	864.00		864.00	276.50	39.50		32.00	587.50
100-5170-10-01	Life Insurance/AD&D	320.00		320.00	97.95	14.26		30.61	222.05
100-5175-10-01	Liability (TML)/Work	1,080.00		1,080.00	432.22	54.46		40.02	647.78
100-5180-10-01	TMRS Expense	66,852.00		66,852.00	26,264.88	3,374.06		39.29	40,587.12
100-5185-10-01	Long/Short Term Disa	858.00		858.00	324.45	46.55		37.82	533.55
100-5186-10-01	WELLE-Wellness Prog	1,200.00		1,200.00	350.00	50.00		29.17	850.00
100-5191-10-01	Hiring Cost				1,716.49			-	(1,716.49)
	Subtotal object - 05	587,139.00	8,746.00	595,885.00	233,925.04	30,057.06		39.26	361,959.96
100-5210-10-01	Office Supplies	200.00		200.00				-	200.00
100-5230-10-01	Dues,Fees,& Subscrip	7,900.00	(700.00)	7,200.00	5,034.57	717.49		69.93	2,165.43
100-5240-10-01	Postage and Delivery	125.00		125.00	10.68	0.53		8.54	114.32
100-5280-10-01	Printing and Reprodu	100.00		100.00				-	100.00
100-5290-10-01	Other Charges and Se	2,000.00	1,200.00	3,200.00	3,064.24	803.09		95.76	135.76
	Subtotal object - 05	10,325.00	500.00	10,825.00	8,109.49	1,521.11		74.91	2,715.51
100-5330-10-01	Copier Expense	900.00		900.00	769.19	769.19		85.47	130.81
	Subtotal object - 05	900.00		900.00	769.19	769.19		85.47	130.81
100-5400-10-01	Uniform Expense				275.80			-	(275.80)
100-5410-10-01	Professional Service				14,928.77	4,000.00	4,000.00	-	(18,928.77)
100-5419-10-01	IT Licenses				6,700.00			-	(6,700.00)
100-5430-10-01	Legal Fees	120,000.00		120,000.00	63,109.89	11,137.00		52.59	56,890.11
100-5480-10-01	Contracted Services	150.00		150.00				-	150.00
	Subtotal object - 05	120,150.00		120,150.00	85,014.46	15,137.00	4,000.00	70.76	31,135.54
100-5526-10-01	Data Network				189.95			-	(189.95)
100-5530-10-01	Travel	4,400.00		4,400.00	624.62	320.36		14.20	3,775.38

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5536-10-01	Training/Seminars	3,170.00	(500.00)	2,670.00	889.50	889.50		33.32	1,780.50
	Subtotal object - 05	7,570.00	(500.00)	7,070.00	1,704.07	1,209.86		24.10	5,365.93
100-5970-10-01	VERF Charges for Ser	265.00		265.00	154.56	22.08		58.33	110.44
	Subtotal object - 05	265.00		265.00	154.56	22.08		58.33	110.44
Program number: 1	**TOWN MANAGER**	**726,349.00**	**8,746.00**	**735,095.00**	**329,676.81**	**48,716.30**	**4,000.00**	**44.85**	**401,418.19**
Program number: 2	**TOWN SECRETARY**								
100-5110-10-02	Salaries & Wages	152,914.00	2,647.00	155,561.00	94,846.11	13,652.20		60.97	60,714.89
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	384.07			19.20	1,615.93
100-5140-10-02	Salaries - Longevity	440.00		440.00	230.00			52.27	210.00
100-5143-10-02	Cell Phone Allowance	720.00		720.00	490.00	70.00		68.06	230.00
100-5145-10-02	Social Security Expe	9,677.00		9,677.00	5,669.93	809.23		58.59	4,007.07
100-5150-10-02	Medicare Expense	2,264.00		2,264.00	1,326.05	189.27		58.57	937.95
100-5155-10-02	SUTA Expense	486.00		486.00	264.02	1.81		54.33	221.98
100-5160-10-02	Health Insurance	20,496.00		20,496.00	9,065.98	1,306.12		44.23	11,430.02
100-5162-10-02	HSA Expense	3,000.00		3,000.00	1,500.00			50.00	1,500.00
100-5165-10-02	Dental Insurance	432.00		432.00	226.80	32.40		52.50	205.20
100-5170-10-02	Life Insurance/AD&D	244.00		244.00	102.83	18.50		42.14	141.17
100-5175-10-02	Liability (TML)/Work	355.00		355.00	220.88	31.63		62.22	134.12
100-5180-10-02	TMRS Expense	22,241.00		22,241.00	13,487.09	1,959.68		60.64	8,753.91
100-5185-10-02	Long/Short Term Disa	255.00		255.00	161.75	24.87		63.43	93.25
100-5186-10-02	WELLE-Wellness Prog	1,200.00		1,200.00	700.00	100.00		58.33	500.00
100-5193-10-02	Records Retention	1,700.00	715.00	2,415.00	2,414.17			99.97	0.83
	Subtotal object - 05	218,424.00	3,362.00	221,786.00	131,089.68	18,195.71		59.11	90,696.32
100-5210-10-02	Office Supplies	700.00		700.00	898.76	97.29		128.39	(198.76)
100-5220-10-02	Office Equipment	2,000.00	(715.00)	1,285.00	20.48	7.49		1.59	1,264.52
100-5230-10-02	Dues,Fees,& Subscrip	915.00		915.00	483.00	(251.00)		52.79	432.00
100-5240-10-02	Postage and Delivery	100.00		100.00	103.20	10.28		103.20	(3.20)
100-5280-10-02	Printing and Reprodu	305.00		305.00				-	305.00
	Subtotal object - 05	4,020.00	(715.00)	3,305.00	1,505.44	(135.94)		45.55	1,799.56
100-5310-10-02	Rental Expense	9,900.00	1,400.00	11,300.00	6,065.56	1,418.96		53.68	5,234.44
100-5330-10-02	Copier Expense	900.00		900.00	750.39	750.39		83.38	149.61
	Subtotal object - 05	10,800.00	1,400.00	12,200.00	6,815.95	2,169.35		55.87	5,384.05
100-5400-10-02	Uniform Expense	150.00		150.00	122.32			81.55	27.68
100-5419-10-02	IT Licenses	68,500.00	(8,200.00)	60,300.00	59,501.84	50,525.00		98.68	798.16
100-5430-10-02	Legal Fees	66,000.00		66,000.00	44,262.40	10,685.11		67.06	21,737.60
100-5435-10-02	Legal Notices/Filing	9,000.00		9,000.00	2,673.26	211.15		29.70	6,326.74
100-5460-10-02	Election Expense	16,000.00	3,000.00	19,000.00	14,417.05	14,215.30	7,000.00	75.88	(2,417.05)
100-5480-10-02	Contracted Services	34,150.00	2,500.00	36,650.00	8,205.12		25,000.00	22.39	3,444.88
	Subtotal object - 05	193,800.00	(2,700.00)	191,100.00	129,181.99	75,636.56	32,000.00	67.60	29,918.01
100-5520-10-02	Telephones	720.00		720.00	217.12			30.16	502.88
100-5530-10-02	Travel	300.00	1,300.00	1,600.00	372.51	25.31		23.28	1,227.49
100-5533-10-02	Mileage Expense	275.00		275.00	37.32	37.32		13.57	237.68
100-5536-10-02	Training/Seminars	1,600.00		1,600.00	885.00			55.31	715.00
100-5538-10-02	Council/Public Offic	34,000.00		34,000.00	15,777.31	592.86		46.40	18,222.69
	Subtotal object - 05	36,895.00	1,300.00	38,195.00	17,289.26	655.49		45.27	20,905.74
100-5600-10-02	Special Events	8,895.00		8,895.00	1,836.46	1,175.00		20.65	7,058.54
	Subtotal object - 05	8,895.00		8,895.00	1,836.46	1,175.00		20.65	7,058.54
Program number: 2	**TOWN SECRETARY**	**472,834.00**	**2,647.00**	**475,481.00**	**287,718.78**	**97,696.17**	**32,000.00**	**60.51**	**155,762.22**
Program number: 3	**FINANCE**								
100-5110-10-03	Salaries & Wages	603,104.00	12,869.00	615,973.00	355,917.25	64,610.72		57.78	260,055.75
100-5115-10-03	Salaries - Overtime				57.83			-	(57.83)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5126-10-03	Salaries-Vacation Bu	12,236.00		12,236.00	9,283.88			75.87	2,952.12
100-5140-10-03	Salaries - Longevity	1,820.00		1,820.00	2,690.00	530.00		147.80	(870.00)
100-5143-10-03	Cell Phone Allowance	2,400.00		2,400.00	1,400.00	200.00		58.33	1,000.00
100-5145-10-03	Social Security Expe	38,413.00		38,413.00	21,320.77	3,786.06		55.50	17,092.23
100-5150-10-03	Medicare Expense	8,985.00		8,985.00	4,986.28	885.44		55.50	3,998.72
100-5155-10-03	SUTA Expense	1,296.00		1,296.00	296.22	6.12		22.86	999.78
100-5160-10-03	Health Insurance	71,736.00		71,736.00	39,435.62	6,643.04		54.97	32,300.38
100-5162-10-03	HSA Expense	5,700.00		5,700.00	9,504.26	1,125.00		166.74	(3,804.26)
100-5165-10-03	Dental Insurance	3,048.00		3,048.00	1,621.22	253.08		53.19	1,426.78
100-5170-10-03	Life Insurance/AD&D	835.00		835.00	478.16	67.32		57.27	356.84
100-5175-10-03	Liability (TML)/Work	1,426.00		1,426.00	850.53	150.44		59.64	575.47
100-5180-10-03	TMRS Expense	88,287.00		88,287.00	51,834.94	9,321.01		58.71	36,452.06
100-5185-10-03	Long/Short Term Disa	1,146.00		1,146.00	666.18	135.66		58.13	479.82
100-5186-10-03	WELLE-Wellness Prog	3,600.00		3,600.00	1,844.76	269.94		51.24	1,755.24
	Subtotal object - 05	844,032.00	12,869.00	856,901.00	502,187.90	87,983.83		58.61	354,713.10
100-5210-10-03	Office Supplies	5,200.00		5,200.00	1,981.79	438.58		38.11	3,218.21
100-5220-10-03	Office Equipment	3,905.00		3,905.00	1,121.98	34.99	228.42	28.73	2,554.60
100-5230-10-03	Dues,Fees,& Subscrip	9,440.00		9,440.00	7,030.04	705.00		74.47	2,409.96
100-5240-10-03	Postage and Delivery	2,400.00		2,400.00	1,138.77	143.36		47.45	1,261.23
100-5280-10-03	Printing and Reprodu	1,800.00		1,800.00	1,565.85			86.99	234.15
100-5290-10-03	Other Charges and Se	800.00		800.00	735.04	663.87	390.00	91.88	(325.04)
	Subtotal object - 05	23,545.00		23,545.00	13,573.47	1,985.80	618.42	57.65	9,353.11
100-5330-10-03	Copier Expense	1,600.00		1,600.00	1,245.94	1,245.94		77.87	354.06
	Subtotal object - 05	1,600.00		1,600.00	1,245.94	1,245.94		77.87	354.06
100-5400-10-03	Uniform Expense	570.00		570.00	457.70	457.70		80.30	112.30
100-5410-10-03	Professional Service	74,360.00		74,360.00	30,753.66	29,691.18	41,300.00	41.36	2,306.34
100-5412-10-03	Audit Fees	47,500.00		47,500.00	46,925.00	3,300.00		98.79	575.00
100-5414-10-03	Appraisal/Tax Fees	229,300.00		229,300.00	116,311.06		102,422.06	50.72	10,566.88
100-5418-10-03	IT Fees	55,740.00		55,740.00	42,929.71	5,340.00		77.02	12,810.29
100-5419-10-03	IT Licenses	8,200.00		8,200.00	7,500.00			91.46	700.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	3,111.31	418.00		38.89	4,888.69
100-5435-10-03	Legal Notices/Filing	100.00		100.00				-	100.00
	Subtotal object - 05	423,770.00		423,770.00	247,988.44	39,206.88	143,722.06	58.52	32,059.50
100-5530-10-03	Travel	13,980.00		13,980.00	1,010.75			7.23	12,969.25
100-5533-10-03	Mileage Expense	2,945.00		2,945.00	156.90	156.90		5.33	2,788.10
100-5536-10-03	Training/Seminars	9,055.00		9,055.00	2,805.00			30.98	6,250.00
	Subtotal object - 05	25,980.00		25,980.00	3,972.65	156.90		15.29	22,007.35
Program number: 3	**FINANCE**	**1,318,927.00**	**12,869.00**	**1,331,796.00**	**768,968.40**	**130,579.35**	**144,340.48**	**57.74**	**418,487.12**
Program number: 4	**HUMAN RESOURCES**								
100-5110-10-04	Salaries & Wages	337,202.00	10,214.00	347,416.00	197,573.09	27,587.80		56.87	149,842.91
100-5120-10-04	Salaries - Leave Tim				89.57			-	(89.57)
100-5126-10-04	Salaries-Vacation Bu	1,471.00		1,471.00				-	1,471.00
100-5140-10-04	Salaries - Longevity	490.00		490.00	425.00			86.74	65.00
100-5143-10-04	Cell Phone Allowance	840.00		840.00	490.00	70.00		58.33	350.00
100-5145-10-04	Social Security Expe	21,081.00		21,081.00	11,910.38	1,655.45		56.50	9,170.62
100-5150-10-04	Medicare Expense	4,930.00		4,930.00	2,785.51	387.17		56.50	2,144.49
100-5155-10-04	SUTA Expense	972.00		972.00	400.85	3.58		41.24	571.15
100-5160-10-04	Health Insurance	30,744.00		30,744.00	15,974.22	2,374.78		51.96	14,769.78
100-5162-10-04	HSA Expense	3,000.00		3,000.00	3,125.00			104.17	(125.00)
100-5165-10-04	Dental Insurance	1,296.00		1,296.00	737.24	105.32		56.89	558.76
100-5170-10-04	Life Insurance/AD&D	420.00		420.00	254.63	35.39		60.63	165.37

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5175-10-04	Liability (TML)/Work	783.00		783.00	457.20	63.73		58.39	325.80
100-5180-10-04	TMRS Expense	48,451.00		48,451.00	27,850.92	3,947.63		57.48	20,600.08
100-5185-10-04	Long/Short Term Disa	508.00		508.00	327.25	50.57		64.42	180.75
100-5186-10-04	WELLE-Wellness Prog	1,200.00		1,200.00	652.24	114.94		54.35	547.76
100-5191-10-04	Hiring Cost	27,780.00		27,780.00	14,193.74	3,615.00		51.09	13,586.26
	Subtotal object - 05	481,168.00	10,214.00	491,382.00	277,246.84	40,011.36		56.42	214,135.16
100-5210-10-04	Office Supplies	1,400.00		1,400.00	1,353.66	166.52		96.69	46.34
100-5220-10-04	Office Equipment	4,655.00		4,655.00	2,471.97			53.10	2,183.03
100-5230-10-04	Dues,Fees,& Subscrip	2,830.00		2,830.00	829.70			29.32	2,000.30
100-5240-10-04	Postage and Delivery	300.00		300.00	5.50			1.83	294.50
100-5280-10-04	Printing and Reprodu	300.00		300.00				-	300.00
	Subtotal object - 05	9,485.00		9,485.00	4,660.83	166.52		49.14	4,824.17
100-5330-10-04	Copier Expense	2,000.00		2,000.00	886.23	886.23		44.31	1,113.77
	Subtotal object - 05	2,000.00		2,000.00	886.23	886.23		44.31	1,113.77
100-5400-10-04	Uniform Expense	500.00		500.00				-	500.00
100-5410-10-04	Professional Service	6,700.00		6,700.00	4,739.25	413.25		70.74	1,960.75
100-5419-10-04	IT Licenses	20,638.00		20,638.00	27,675.77		228.42	134.10	(7,266.19)
100-5430-10-04	Legal Fees	12,000.00		12,000.00	6,819.12	589.00		56.83	5,180.88
100-5435-10-04	Legal Notices/Filing	150.00		150.00	53.20			35.47	96.80
	Subtotal object - 05	39,988.00		39,988.00	39,287.34	1,002.25	228.42	98.25	472.24
100-5526-10-04	Data Network	480.00		480.00	189.95			39.57	290.05
100-5530-10-04	Travel	3,607.00		3,607.00	36.92			1.02	3,570.08
100-5533-10-04	Mileage Expense	1,000.00		1,000.00	350.00	350.00		35.00	650.00
100-5536-10-04	Training/Seminars	23,000.00		23,000.00	13,364.55	4,538.14		58.11	9,635.45
	Subtotal object - 05	28,087.00		28,087.00	13,941.42	4,888.14		49.64	14,145.58
100-5600-10-04	Special Events	13,500.00		13,500.00	10,690.08	1,605.95		79.19	2,809.92
	Subtotal object - 05	13,500.00		13,500.00	10,690.08	1,605.95		79.19	2,809.92
100-5970-10-04	VERF Charges for Ser	454.00		454.00	264.81	37.83		58.33	189.19
	Subtotal object - 05	454.00		454.00	264.81	37.83		58.33	189.19
Program number: 4	**HUMAN RESOURCES**	**574,682.00**	**10,214.00**	**584,896.00**	**346,977.55**	**48,598.28**	**228.42**	**59.32**	**237,690.03**
Program number: 5	**INFORMATION TECHNOLOGY**								
100-5110-10-05	Salaries & Wages	536,114.00	14,863.00	550,977.00	291,089.45	43,834.84		52.83	259,887.55
100-5115-10-05	Salaries - Overtime	11,860.00		11,860.00	6,590.83	1,753.76		55.57	5,269.17
100-5126-10-05	SALARIES-VACATION BU	2,994.00		2,994.00	3,023.20			100.98	(29.20)
100-5140-10-05	Salaries - Longevity	975.00		975.00	830.00			85.13	145.00
100-5143-10-05	Cell Phone Allowance	8,160.00		8,160.00	3,955.00	615.00		48.47	4,205.00
100-5145-10-05	Social Security Expe	33,582.00		33,582.00	16,867.98	2,558.58		50.23	16,714.02
100-5150-10-05	Medicare Expense	8,004.00		8,004.00	3,944.93	598.38		49.29	4,059.07
100-5155-10-05	SUTA Expense	1,296.00		1,296.00	56.28	1.61		4.34	1,239.72
100-5160-10-05	Health Insurance	71,736.00		71,736.00	39,754.88	5,967.46		55.42	31,981.12
100-5162-10-05	HSA Expense	7,200.00		7,200.00	6,750.00			93.75	450.00
100-5165-10-05	Dental Insurance	3,048.00		3,048.00	1,658.72	251.00		54.42	1,389.28
100-5170-10-05	Life Insurance/AD&D	803.00		803.00	429.94	60.94		53.54	373.06
100-5175-10-05	Liability (TML)/Work	1,258.00		1,258.00	693.19	104.61		55.10	564.81
100-5180-10-05	TMRS Expense	78,658.00		78,658.00	42,506.05	6,533.40		54.04	36,151.95
100-5185-10-05	Long/Short Term Disa	977.00		977.00	538.33	88.69		55.10	438.67
100-5186-10-05	WELLE-Wellness Prog	2,400.00		2,400.00	1,424.82	259.88		59.37	975.18
	Subtotal object - 05	769,065.00	14,863.00	783,928.00	420,113.60	62,628.15		53.59	363,814.40
100-5210-10-05	Office Supplies	300.00		300.00	467.05	282.64		155.68	(167.05)
100-5212-10-05	Building Supplies	500.00		500.00				-	500.00
100-5220-10-05	Office Equipment	12,290.00		12,290.00	21,305.36	8,851.90		173.36	(9,015.36)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5225-10-05	Computer Hardware	8,700.00		8,700.00	7,517.33	1,050.09		86.41	1,182.67
100-5230-10-05	Dues,Fees,& Subscrip	1,390.00		1,390.00	3,783.67	200.00		272.21	(2,393.67)
100-5240-10-05	Postage and Delivery	100.00		100.00	53.77			53.77	46.23
100-5280-10-05	Printing and Reprodu	100.00		100.00				-	100.00
100-5290-10-05	Other Charges and Se	800.00		800.00	390.00	390.00	390.00	48.75	20.00
	Subtotal object - 05	24,180.00		24,180.00	33,517.18	10,774.63	390.00	138.62	(9,727.18)
100-5330-10-05	Copier Expense	45,000.00		45,000.00	19,619.90	19,619.90	20,016.02	43.60	5,364.08
100-5350-10-05	Vehicle Expense	59,500.00		59,500.00	17,587.70	25.95	16,020.00	29.56	25,892.30
	Subtotal object - 05	104,500.00		104,500.00	37,207.60	19,645.85	36,036.02	35.61	31,256.38
100-5400-10-05	Uniform Expense	800.00		800.00	881.16	599.56		110.15	(81.16)
100-5418-10-05	IT Fees	63,000.00	3,200.00	66,200.00	32,307.09	5,933.82	3,200.00	48.80	30,692.91
100-5419-10-05	IT Licenses	409,899.00		409,899.00	195,468.62	19,475.00	16,977.26	47.69	197,453.12
100-5430-10-05	Legal Fees	1,600.00		1,600.00	608.00			38.00	992.00
100-5435-10-05	Legal Notices/Filing	300.00		300.00				-	300.00
100-5480-10-05	Contracted Services	53,428.00		53,428.00	30,078.84	15,545.25	11,542.00	56.30	11,807.16
	Subtotal object - 05	529,027.00	3,200.00	532,227.00	259,343.71	41,553.63	31,719.26	48.73	241,164.03
100-5520-10-05	Telephones	39,279.00		39,279.00	13,392.28	1,855.39	244.12	34.10	25,642.60
100-5526-10-05	Data Network	49,014.00		49,014.00	11,269.07	966.49		22.99	37,744.93
100-5530-10-05	Travel	9,700.00		9,700.00	1,096.88	360.96		11.31	8,603.12
100-5533-10-05	Mileage Expense	2,200.00		2,200.00	74.88	74.88		3.40	2,125.12
100-5536-10-05	Training/Seminars	6,276.00		6,276.00	2,851.65	1,236.50		45.44	3,424.35
	Subtotal object - 05	106,469.00		106,469.00	28,684.76	4,494.22	244.12	26.94	77,540.12
100-5620-10-05	Tools & Equipment	300.00		300.00	16.99			5.66	283.01
100-5630-10-05	Safety Equipment	450.00		450.00				-	450.00
	Subtotal object - 05	750.00		750.00	16.99			2.27	733.01
100-5970-10-05	VERF Charges for Ser	57,030.00		57,030.00	33,267.50	4,752.50		58.33	23,762.50
	Subtotal object - 05	57,030.00		57,030.00	33,267.50	4,752.50		58.33	23,762.50
100-6125-10-05	Capital Expense-Tech	30,000.00		30,000.00	25,000.00		9,689.00	83.33	(4,689.00)
	Subtotal object - 06	30,000.00		30,000.00	25,000.00		9,689.00	83.33	(4,689.00)
Program number: 5	**INFORMATION TECHNOLOGY**	**1,621,021.00**	**18,063.00**	**1,639,084.00**	**837,151.34**	**143,848.98**	**78,078.40**	**51.07**	**723,854.26**
Program number: 6	**COMMUNICATIONS**								
100-5110-10-06	Salaries & Wages	316,124.00	10,682.00	326,806.00	180,084.36	25,224.38		55.10	146,721.64
100-5115-10-06	Salaries - Overtime				72.18			-	(72.18)
100-5140-10-06	Salaries - Longevity	925.00		925.00	805.00			87.03	120.00
100-5143-10-06	Cell Phone Allowance	840.00		840.00	980.00	140.00		116.67	(140.00)
100-5145-10-06	Social Security Expe	18,271.00		18,271.00	10,194.61	1,552.22		55.80	8,076.39
100-5150-10-06	Medicare Expense	4,610.00		4,610.00	2,604.01	363.02		56.49	2,005.99
100-5155-10-06	SUTA Expense	648.00		648.00	35.67	2.71		5.51	612.33
100-5160-10-06	Health Insurance	20,496.00		20,496.00	7,675.12	1,023.96		37.45	12,820.88
100-5162-10-06	HSA Expense	750.00		750.00	750.00			100.00	
100-5165-10-06	Dental Expense	888.00		888.00	458.06	65.16		51.58	429.94
100-5170-10-06	Life Insurance/AD&D	419.00		419.00	212.24	28.82		50.65	206.76
100-5175-10-06	Liability (TML)/Work	732.00		732.00	377.82	59.91		51.62	354.18
100-5180-10-06	TMRS Expense	45,300.00		45,300.00	25,376.01	3,594.47		56.02	19,923.99
100-5185-10-06	Long/Short Term Disa	548.00		548.00	309.27	47.30		56.44	238.73
100-5186-10-06	WELLE-Wellness Prog	600.00		600.00	133.74			22.29	466.26
	Subtotal object - 05	411,151.00	10,682.00	421,833.00	230,068.09	32,101.95		54.54	191,764.91
100-5210-10-06	Office Supplies	700.00		700.00	64.58	64.58		9.23	635.42
100-5220-10-06	Office Equipment	9,480.00	1,047.40	10,527.40	10,217.54			97.06	309.86
100-5230-10-06	Dues, Fees, & Subscr	3,143.00	1,890.00	5,033.00	2,379.28	525.00		47.27	2,653.72
100-5240-10-06	Postage and Delivery	3,500.00	(2,300.00)	1,200.00				-	1,200.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5280-10-06	Printing and Reprodu	6,200.00	(4,590.00)	1,610.00	114.24			7.10	1,495.76
	Subtotal object - 05	23,023.00	(3,952.60)	19,070.40	12,775.64	589.58		66.99	6,294.76
100-5330-10-06	Copier Expense	300.00		300.00				-	300.00
	Subtotal object - 05	300.00		300.00				-	300.00
100-5400-10-06	Uniform Expense	250.00		250.00	177.40			70.96	72.60
100-5410-10-06	Professional Service	10,000.00	6,284.00	16,284.00	5,729.00	701.25	5,950.00	35.18	4,605.00
100-5419-10-06	IT Licenses	20,000.00	1,300.00	21,300.00	21,329.56	21,000.00		100.14	(29.56)
100-5430-10-06	Legal Fees	1,000.00	(500.00)	500.00				-	500.00
100-5480-10-06	Contract Services	55,010.00		55,010.00				-	55,010.00
	Subtotal object - 05	86,260.00	7,084.00	93,344.00	27,235.96	21,701.25	5,950.00	29.18	60,158.04
100-5520-10-06	Telephones	435.00		435.00				-	435.00
100-5526-10-06	Data Network	460.00	(230.00)	230.00	189.95			82.59	40.05
100-5530-10-06	Travel	5,500.00	(1,324.00)	4,176.00	1,425.57	549.33		34.14	2,750.43
100-5533-10-06	Mileage Expense	335.00		335.00	39.43			11.77	295.57
100-5536-10-06	Training/Seminars	1,500.00		1,500.00	750.00	515.00		50.00	750.00
	Subtotal object - 05	8,230.00	(1,554.00)	6,676.00	2,404.95	1,064.33		36.02	4,271.05
100-5600-10-06	Special Events	8,758.00	(270.00)	8,488.00	956.13	737.90		11.26	7,531.87
	Subtotal object - 05	8,758.00	(270.00)	8,488.00	956.13	737.90		11.26	7,531.87
Program number: 6	**COMMUNICATIONS**	**537,722.00**	**11,989.40**	**549,711.40**	**273,440.77**	**56,195.01**	**5,950.00**	**49.74**	**270,320.63**
Program number: 7	**MUNICIPAL COURT**								
100-5110-10-07	Salaries & Wages	255,313.00	1,706.00	257,019.00	151,228.35	19,885.02		58.84	105,790.65
100-5115-10-07	Salaries - Overtime	270.00		270.00				-	270.00
100-5126-10-07	Salaries-Vacation Bu	3,907.00		3,907.00	3,945.25			100.98	(38.25)
100-5140-10-07	Salaries - Longevity	810.00		810.00	765.00			94.44	45.00
100-5143-10-07	Cell Phone Allowance	720.00		720.00	420.00	60.00		58.33	300.00
100-5145-10-07	Social Security Expe	16,184.00		16,184.00	9,437.64	1,206.37		58.32	6,746.36
100-5150-10-07	Medicare Expense	3,785.00		3,785.00	2,207.19	282.12		58.31	1,577.81
100-5155-10-07	SUTA Expense	810.00		810.00	36.00			4.44	774.00
100-5160-10-07	Health Insurance	30,744.00		30,744.00	13,120.62	1,800.78		42.68	17,623.38
100-5162-10-07	HSA Expense	750.00		750.00	1,500.00			200.00	(750.00)
100-5165-10-07	Dental Insurance	1,296.00		1,296.00	715.34	102.24		55.20	580.66
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	181.23	23.64		53.62	156.77
100-5175-10-07	Liability (TML)/Work	1,204.00		1,204.00	971.36	129.26		80.68	232.64
100-5180-10-07	TMRS Expense	37,195.00		37,195.00	21,898.17	2,840.74		58.87	15,296.83
100-5185-10-07	Long/Short Term Disa	394.00		394.00	225.03	33.87		57.11	168.97
100-5186-10-07	WELLE-Wellness Prog	600.00		600.00	350.00	50.00		58.33	250.00
	Subtotal object - 05	354,320.00	1,706.00	356,026.00	207,001.18	26,414.04		58.14	149,024.82
100-5210-10-07	Office Supplies	2,390.00		2,390.00	1,131.58			47.35	1,258.42
100-5220-10-07	Office Equipment	26,355.00		26,355.00	12,391.50	10,120.08	10,415.00	47.02	3,548.50
100-5230-10-07	Dues,Fees,& Subscrip	360.00		360.00	215.00			59.72	145.00
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	905.26	180.38		23.82	2,894.74
100-5250-10-07	Publications	140.00		140.00				-	140.00
100-5280-10-07	Printing and Reprodu	1,700.00		1,700.00				-	1,700.00
100-5290-10-07	Other Charges and Se	350.00		350.00				-	350.00
	Subtotal object - 05	35,095.00		35,095.00	14,643.34	10,300.46	10,415.00	41.73	10,036.66
100-5310-10-07	Rental Expense	2,701.00		2,701.00	1,260.72	420.24		46.68	1,440.28
100-5320-10-07	Repairs & Maintenanc				2,380.00			-	(2,380.00)
100-5330-10-07	Copier Expense	1,850.00		1,850.00	1,141.74	1,141.76		61.72	708.26
100-5350-10-07	VEHICLE EXPENSE	800.00		800.00	36.00	6.00		4.50	764.00
100-5352-10-07	FUEL	600.00		600.00	159.79	57.43		26.63	440.21
100-5353-10-07	OIL/GREASE/INSPECTIO	300.00		300.00				-	300.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	6,251.00		6,251.00	4,978.25	1,625.43		79.64	1,272.75
100-5400-10-07	Uniform Expense				52.48	52.48		-	(52.48)
100-5410-10-07	Professional Service	3,500.00		3,500.00	1,200.00	200.00		34.29	2,300.00
100-5418-10-07	IT Fees	1,705.00		1,705.00	1,053.06			61.76	651.94
100-5419-10-07	IT Licenses	16,181.00		16,181.00	12,166.23		228.42	75.19	3,786.35
100-5420-10-07	Municipal Court/Judg	41,800.00		41,800.00	20,400.00	3,400.00	20,400.00	48.80	1,000.00
100-5425-10-07	State Fines Expense	3,500.00		3,500.00	235.20	117.60		6.72	3,264.80
100-5430-10-07	Legal Fees	45,000.00		45,000.00	8,441.00	1,270.00		18.76	36,559.00
	Subtotal object - 05	111,686.00		111,686.00	43,547.97	5,040.08	20,628.42	38.99	47,509.61
100-5530-10-07	Travel	850.00		850.00				-	850.00
100-5533-10-07	Mileage Expense	850.00		850.00				-	850.00
100-5536-10-07	Training/Seminars	900.00		900.00	375.00			41.67	525.00
	Subtotal object - 05	2,600.00		2,600.00	375.00			14.42	2,225.00
100-5970-10-07	VERF Charges for Ser	148.00		148.00	86.31	12.33		58.32	61.69
	Subtotal object - 05	148.00		148.00	86.31	12.33		58.32	61.69
Program number: 7	**MUNICIPAL COURT**	**510,100.00**	**1,706.00**	**511,806.00**	**270,632.05**	**43,392.34**	**31,043.42**	**52.88**	**210,130.53**
Program number: 99	**NON-DEPARTMENTAL**								
100-5110-10-99	Salaries & Wages	19,306.00		19,306.00				-	19,306.00
100-5176-10-99	TML Prop. & Liab. In	312,087.00		312,087.00	304,376.96			97.53	7,710.04
	Subtotal object - 05	331,393.00		331,393.00	304,376.96			91.85	27,016.04
100-5230-10-99	DUES,FEES,& SUBSCRIP	1,500.00		1,500.00				-	1,500.00
100-5270-10-99	Bank Charges				912.47	100.00		-	(912.47)
	Subtotal object - 05	1,500.00		1,500.00	912.47	100.00		60.83	587.53
100-5305-10-99	Chapt 380 Program Gr	713,839.00		713,839.00	283,332.29	183,106.79		39.69	430,506.71
100-5306-10-99	Developer Rollback I	35,000.00		35,000.00				-	35,000.00
100-5350-10-99	Vehicle Expense	1,500.00		1,500.00	245.94	41.99		16.40	1,254.06
100-5352-10-99	Fuel	500.00		500.00	68.34	47.89		13.67	431.66
	Subtotal object - 05	750,839.00		750,839.00	283,646.57	183,196.67		37.78	467,192.43
100-5410-10-99	Professional Service	106,000.00		106,000.00	28,453.67	3,303.32	26,339.65	26.84	51,206.68
100-5415-10-99	Tuition Reimbursemen	59,406.00		59,406.00	9,709.60	1,598.85		16.34	49,696.40
100-5480-10-99	Contracted Services	36,800.00		36,800.00				-	36,800.00
	Subtotal object - 05	202,206.00		202,206.00	38,163.27	4,902.17	26,339.65	18.87	137,703.08
100-5600-10-99	Special Events	20,000.00		20,000.00	17,741.85			88.71	2,258.15
100-5630-10-99	Safety Equipment				20,159.30			-	(20,159.30)
	Subtotal object - 05	20,000.00		20,000.00	37,901.15			189.51	(17,901.15)
100-5930-10-99	Damage Claims Expens	25,000.00		25,000.00				-	25,000.00
100-5970-10-99	VERF Charges for Ser	2,869.00		2,869.00	1,673.56	239.08		58.33	1,195.44
	Subtotal object - 05	27,869.00		27,869.00	1,673.56	239.08		6.01	26,195.44
100-6610-10-99	Capital	77,250.00	149,752.00	227,002.00	4,324.40		222,877.00	1.91	(199.40)
	Subtotal object - 06	77,250.00	149,752.00	227,002.00	4,324.40		222,877.00	1.91	(199.40)
100-7000-10-99	Contingency	50,000.00	3,501.25	53,501.25	4,609.75		11,142.50	8.62	37,749.00
	Subtotal object - 07	50,000.00	3,501.25	53,501.25	4,609.75		11,142.50	8.62	37,749.00
100-7100-10-99	Operating Transfer O		960,030.00	960,030.00	960,030.00			100.00	
	Subtotal object - 07		960,030.00	960,030.00	960,030.00			100.00	
Program number: 99	**NON-DEPARTMENTAL**	**1,461,057.00**	**1,113,283.25**	**2,574,340.25**	**1,635,638.13**	**188,437.92**	**260,359.15**	**63.54**	**678,342.97**
Department number: 10	**ADMINISTRATION**	**7,222,692.00**	**1,179,517.65**	**8,402,209.65**	**4,750,203.83**	**757,464.35**	**555,999.87**	**56.54**	**3,096,005.95**
Program number: 1	**OPERATIONS**								
100-5110-20-01	Salaries & Wages	2,545,259.00	18,442.00	2,563,701.00	1,389,232.13	195,169.15		54.19	1,174,468.87
100-5115-20-01	Salaries - Overtime	305,966.00		305,966.00	102,905.49	12,826.04		33.63	203,060.51
100-5126-20-01	Salaries-Vacation Bu	26,210.00		26,210.00	22,227.98			84.81	3,982.02

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5127-20-01	Salaries-Certificati	27,620.00		27,620.00	11,718.10	1,571.49		42.43	15,901.90
100-5140-20-01	Salaries - Longevity	6,895.00		6,895.00	6,275.00			91.01	620.00
100-5143-20-01	Cell Phone Allowance	2,280.00		2,280.00	1,330.00	190.00		58.33	950.00
100-5145-20-01	Social Security Expe	172,634.00		172,634.00	91,843.69	12,859.48		53.20	80,790.31
100-5150-20-01	Medicare Expense	42,257.00		42,257.00	22,068.01	3,007.42		52.22	20,188.99
100-5155-20-01	SUTA Expense	5,022.00		5,022.00	1,217.35			24.24	3,804.65
100-5160-20-01	Health Insurance	276,696.00		276,696.00	108,456.45	17,425.30		39.20	168,239.55
100-5162-20-01	HSA Expense	17,250.00		17,250.00	12,375.00			71.74	4,875.00
100-5165-20-01	Dental Insurance	12,216.00		12,216.00	5,668.04	858.10		46.40	6,547.96
100-5170-20-01	Life Insurance/AD&D	9,754.00		9,754.00	4,708.67	646.01		48.27	5,045.33
100-5175-20-01	Liability (TML)/Work	62,538.00		62,538.00	33,160.83	4,466.93		53.03	29,377.17
100-5180-20-01	TMRS Expense	413,612.00		413,612.00	219,374.39	30,533.39		53.04	194,237.61
100-5185-20-01	Long/Short Term Disa	4,997.00		4,997.00	2,508.09	406.38		50.19	2,488.91
100-5186-20-01	WELLE-Wellness Prog	9,000.00		9,000.00	4,030.22	674.76		44.78	4,969.78
100-5191-20-01	Hiring Cost	77.00		77.00	99.00	11.00		128.57	(22.00)
100-5192-20-01	Physical & Psycholog	1,600.00		1,600.00	3,000.00	400.00		187.50	(1,400.00)
	Subtotal object - 05	3,941,883.00	18,442.00	3,960,325.00	2,042,198.44	281,045.45		51.57	1,918,126.56
100-5210-20-01	Office Supplies	20,035.00		20,035.00	2,406.48	303.95		12.01	17,628.52
100-5214-20-01	Tactical Supplies	68,200.00	15,725.33	83,925.33	41,091.52	1,750.00	25,588.37	48.96	17,245.44
100-5215-20-01	Ammunition	78,900.00	29,811.56	108,711.56	34,269.83	24,851.80	70,777.72	31.52	3,664.01
100-5220-20-01	Office Equipment	11,305.00		11,305.00	7,855.91			69.49	3,449.09
100-5230-20-01	Dues,Fees,& Subscrip	10,460.00		10,460.00	2,778.49	646.63		26.56	7,681.51
100-5240-20-01	Postage and Delivery	1,550.00		1,550.00	1,328.11	155.53		85.69	221.89
100-5250-20-01	Publications	328.00		328.00	1,128.73			344.13	(800.73)
100-5265-20-01	Promotional Expense	500.00		500.00	53.46			10.69	446.54
100-5280-20-01	Printing and Reprodu	1,251.00		1,251.00	541.42			43.28	709.58
100-5290-20-01	Other Charges and Se	2,500.00		2,500.00	1,563.97	167.75		62.56	936.03
	Subtotal object - 05	195,029.00	45,536.89	240,565.89	93,017.92	27,875.66	96,366.09	38.67	51,181.88
100-5310-20-01	Rental Expense	5,050.00		5,050.00	2,737.68	811.64		54.21	2,312.32
100-5320-20-01	Repairs & Maintenanc	1,000.00		1,000.00				-	1,000.00
100-5330-20-01	Copier Expense	2,000.00		2,000.00	2,141.56	2,141.56		107.08	(141.56)
100-5350-20-01	Vehicle Expense	94,550.00		94,550.00	48,227.98	10,255.49	14,707.96	51.01	31,614.06
100-5352-20-01	Fuel	104,500.00		104,500.00	50,191.89	23,058.37		48.03	54,308.11
	Subtotal object - 05	207,100.00		207,100.00	103,299.11	36,267.06	14,707.96	49.88	89,092.93
100-5400-20-01	Uniform Expense	77,371.00		77,371.00	48,243.95	13,400.98	11,165.62	62.35	17,961.43
100-5410-20-01	Professional Service	20,640.00		20,640.00	27,490.70	345.00		133.19	(6,850.70)
100-5418-20-01	IT Fees	4,500.00		4,500.00			4,500.00	-	
100-5419-20-01	IT Licenses	39,040.00		39,040.00	240.00		228.42	0.62	38,571.58
100-5430-20-01	Legal Fees	30,000.00		30,000.00	13,704.73	1,708.30		45.68	16,295.27
100-5480-20-01	Contracted Services	41,982.00		41,982.00	27,647.08		6,000.00	65.86	8,334.92
	Subtotal object - 05	213,533.00		213,533.00	117,326.46	15,454.28	21,894.04	54.95	74,312.50
100-5520-20-01	Telephones	4,480.00		4,480.00	2,607.51			58.20	1,872.49
100-5526-20-01	Data Network	18,440.00		18,440.00	7,122.62			38.63	11,317.38
100-5530-20-01	Travel	22,490.00		22,490.00	7,653.89	1,792.48		34.03	14,836.11
100-5533-20-01	Mileage Expense	1,000.00		1,000.00				-	1,000.00
100-5536-20-01	Training/Seminars	71,939.00		71,939.00	19,233.13	3,574.13		26.74	52,705.87
	Subtotal object - 05	118,349.00		118,349.00	36,617.15	5,366.61		30.94	81,731.85
100-5600-20-01	Special Events	5,000.00		5,000.00				-	5,000.00
100-5620-20-01	TOOLS & EQUIPMENT	119,005.00	3,040.42	122,045.42	44,019.95	14,059.82	10,979.66	36.07	67,045.81
	Subtotal object - 05	124,005.00	3,040.42	127,045.42	44,019.95	14,059.82	10,979.66	34.65	72,045.81
100-5930-20-01	Damage Claims Expens				778.00			-	(778.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5970-20-01	VERF Charges for Ser	221,526.00		221,526.00	129,223.50	18,460.50		58.33	92,302.50
	Subtotal object - 05	221,526.00		221,526.00	130,001.50	18,460.50		58.69	91,524.50
100-6110-20-01	Capital Expenditure	179,000.00	201,907.00	380,907.00			380,906.90	-	0.10
100-6140-20-01	Capital Expense-Equi				29,593.33	29,506.60	2,554.35	-	(32,147.68)
100-6160-20-01	Capital Expense-Vehi	182,488.00		182,488.00			182,978.78	-	(490.78)
	Subtotal object - 06	361,488.00	201,907.00	563,395.00	29,593.33	29,506.60	566,440.03	5.25	(32,638.36)
Program number: 1	**OPERATIONS**	**5,382,913.00**	**268,926.31**	**5,651,839.31**	**2,596,073.86**	**428,035.98**	**710,387.78**	**45.93**	**2,345,377.67**
Program number: 5	**911 COMMUNICATIONS**								
100-5110-20-05	Salaries & Wages	664,100.00		664,100.00	355,861.71	47,958.93		53.59	308,238.29
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	37,921.02	4,504.36		359.61	(27,376.02)
100-5126-20-05	Salaries-Vacation Bu	8,364.00		8,364.00	2,419.20			28.92	5,944.80
100-5127-20-05	Salaries-Certificati	16,800.00		16,800.00	6,791.32	789.20		40.43	10,008.68
100-5140-20-05	Salaries - Longevity	2,670.00		2,670.00	2,530.00			94.76	140.00
100-5145-20-05	Social Security Expe	43,554.00		43,554.00	24,168.49	3,122.39		55.49	19,385.51
100-5150-20-05	Medicare Expense	10,186.00		10,186.00	5,652.32	730.23		55.49	4,533.68
100-5155-20-05	SUTA Expense	1,944.00		1,944.00	533.94	1.55		27.47	1,410.06
100-5160-20-05	Health Insurance	112,728.00		112,728.00	46,954.33	7,782.58		41.65	65,773.67
100-5162-20-05	HSA Expense	10,500.00		10,500.00	12,750.00			121.43	(2,250.00)
100-5165-20-05	Dental Insurance	5,184.00		5,184.00	2,383.70	351.14		45.98	2,800.30
100-5170-20-05	Life Insurance/AD&D	1,351.00		1,351.00	657.57	86.68		48.67	693.43
100-5175-20-05	Liability (TML)/Work	1,480.00		1,480.00	908.47	119.80		61.38	571.53
100-5180-20-05	TMRS Expense	93,175.00		93,175.00	56,147.54	7,361.29		60.26	37,027.46
100-5185-20-05	Long/Short Term Disa	1,262.00		1,262.00	636.68	94.12		50.45	625.32
100-5186-20-05	WELLE-Wellness Prog	4,200.00		4,200.00	2,076.99	329.88		49.45	2,123.01
	Subtotal object - 05	988,043.00		988,043.00	558,393.28	73,232.15		56.52	429,649.72
100-5210-20-05	Office Supplies	3,000.00		3,000.00	738.98	427.06		24.63	2,261.02
100-5212-20-05	Building Supplies	2,500.00		2,500.00				-	2,500.00
100-5220-20-05	Office Equipment	3,500.00		3,500.00	1,226.16			35.03	2,273.84
100-5230-20-05	Dues,Fees,& Subscrip	2,500.00		2,500.00				-	2,500.00
100-5240-20-05	Postage and Delivery	25.00		25.00				-	25.00
100-5250-20-05	Publications	500.00		500.00				-	500.00
100-5280-20-05	Printing and Reprodu	750.00		750.00				-	750.00
	Subtotal object - 05	12,775.00		12,775.00	1,965.14	427.06		15.38	10,809.86
100-5330-20-05	Copier Expense	1,000.00		1,000.00	482.99	482.99		48.30	517.01
	Subtotal object - 05	1,000.00		1,000.00	482.99	482.99		48.30	517.01
100-5400-20-05	Uniform Expense	3,000.00		3,000.00	532.52			17.75	2,467.48
100-5430-20-05	Legal Fees	1,000.00		1,000.00				-	1,000.00
100-5480-20-05	Contracted Services	110,787.00		110,787.00	56,044.00		29,840.73	50.59	24,902.27
	Subtotal object - 05	114,787.00		114,787.00	56,576.52		29,840.73	49.29	28,369.75
100-5520-20-05	Telephones	2,000.00		2,000.00	724.67			36.23	1,275.33
100-5524-20-05	Gas	1,000.00		1,000.00	588.44	120.25		58.84	411.56
100-5526-20-05	Data Network	275.00		275.00				-	275.00
100-5530-20-05	Travel	5,000.00		5,000.00	117.52			2.35	4,882.48
100-5533-20-05	Mileage Expense	1,000.00		1,000.00	91.26	91.26		9.13	908.74
100-5536-20-05	Training/Seminars	8,000.00		8,000.00	2,265.00	275.00		28.31	5,735.00
	Subtotal object - 05	17,275.00		17,275.00	3,786.89	486.51		21.92	13,488.11
100-5600-20-05	Special Events	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	3,000.00		3,000.00				-	3,000.00
100-5970-20-05	VERF Charges for Ser	430.00		430.00	250.81	35.83		58.33	179.19
	Subtotal object - 05	430.00		430.00	250.81	35.83		58.33	179.19
Program number: 5	**911 COMMUNICATIONS**	**1,137,310.00**		**1,137,310.00**	**621,455.63**	**74,664.54**	**29,840.73**	**54.64**	**486,013.64**

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Department number: 20	**POLICE**	**6,520,223.00**	**268,926.31**	**6,789,149.31**	**3,217,529.49**	**502,700.52**	**740,228.51**	**47.39**	**2,831,391.31**
Program number: 1	**OPERATIONS**								
100-5110-30-01	Salaries & Wages	3,627,185.00	12,867.00	3,640,052.00	2,063,520.69	285,304.80		56.69	1,576,531.31
100-5115-30-01	Salaries - Overtime	280,168.00		280,168.00	268,076.75	21,218.30		95.68	12,091.25
100-5116-30-01	Salaries - FLSA Over	104,904.00		104,904.00	35,473.09	5,490.05		33.82	69,430.91
100-5126-30-01	Salaries-Vacation Bu	6,193.00		6,193.00	3,232.38			52.19	2,960.62
100-5127-30-01	Salaries-Certificati	50,700.00		50,700.00	32,830.32	4,458.60		64.75	17,869.68
100-5140-30-01	Salaries - Longevity	15,065.00		15,065.00	14,815.00			98.34	250.00
100-5143-30-01	Cell Phone Allowance	7,860.00		7,860.00	4,585.00	655.00		58.33	3,275.00
100-5145-30-01	Social Security Expe	237,016.00		237,016.00	139,853.73	18,444.55		59.01	97,162.27
100-5150-30-01	Medicare Expense	58,047.00		58,047.00	33,321.53	4,313.60		57.40	24,725.47
100-5155-30-01	SUTA Expense	6,642.00		6,642.00	1,510.21			22.74	5,131.79
100-5160-30-01	Health Insurance	409,920.00		409,920.00	212,378.43	33,574.69		51.81	197,541.57
100-5162-30-01	HSA Expense	31,500.00		31,500.00	39,812.50			126.39	(8,312.50)
100-5165-30-01	Dental Insurance	17,952.00		17,952.00	9,013.46	1,393.76		50.21	8,938.54
100-5170-30-01	Life Insurance/AD&D	12,897.00		12,897.00	7,188.73	1,032.02		55.74	5,708.27
100-5175-30-01	Liability (TML)/Work	103,063.00		103,063.00	61,093.09	8,503.54		59.28	41,969.91
100-5180-30-01	TMRS Expense	567,443.00		567,443.00	339,712.74	45,272.39		59.87	227,730.26
100-5185-30-01	Long/Short Term Disa	6,923.00		6,923.00	3,705.86	580.36		53.53	3,217.14
100-5186-30-01	WELLE-Wellness Prog	20,400.00		20,400.00	8,690.32	1,229.58		42.60	11,709.68
100-5194-30-01	FD Annual Phy & Scre	38,701.00		38,701.00			36,708.00	-	1,993.00
	Subtotal object - 05	5,602,579.00	12,867.00	5,615,446.00	3,278,813.83	431,471.24	36,708.00	58.39	2,299,924.17
100-5210-30-01	Office Supplies	7,800.00		7,800.00	2,292.69	225.25		29.39	5,507.31
100-5212-30-01	Building Supplies	11,500.00		11,500.00	8,547.12	714.94		74.32	2,952.88
100-5220-30-01	Office Equipment	3,000.00		3,000.00	391.95	187.95		13.07	2,608.05
100-5230-30-01	Dues,Fees,& Subscrip	16,400.00		16,400.00	8,414.05	660.98		51.31	7,985.95
100-5240-30-01	Postage and Delivery	400.00		400.00	284.60			71.15	115.40
100-5250-30-01	Publications	500.00		500.00				-	500.00
100-5280-30-01	Printing and Reprodu	1,900.00		1,900.00	435.49			22.92	1,464.51
100-5290-30-01	Other Charges and Se	4,500.00		4,500.00	2,154.37	512.94		47.88	2,345.63
	Subtotal object - 05	46,000.00		46,000.00	22,520.27	2,302.06		48.96	23,479.73
100-5320-30-01	Repairs & Maintenanc	16,148.00		16,148.00	7,109.58	1,990.96	7,530.81	44.03	1,507.61
100-5330-30-01	Copier Expense	1,500.00		1,500.00	1,923.36	1,923.36		128.22	(423.36)
100-5335-30-01	Radio/Video Equip. a	14,030.00		14,030.00	10,377.50			73.97	3,652.50
100-5340-30-01	Building Repairs	45,000.00		45,000.00	17,038.11	4,808.44		37.86	27,961.89
100-5350-30-01	Vehicle Expense	110,631.00		110,631.00	64,683.25	7,568.13		58.47	45,947.75
100-5352-30-01	Fuel	38,500.00		38,500.00	29,291.96	10,562.36		76.08	9,208.04
100-5353-30-01	Oil/Grease/Inspectio	950.00		950.00				-	950.00
	Subtotal object - 05	226,759.00		226,759.00	130,423.76	26,853.25	7,530.81	57.52	88,804.43
100-5400-30-01	Uniform Expense	73,268.00		73,268.00	52,399.33	13,463.55	11,395.81	71.52	9,472.86
100-5419-30-01	IT Licenses	13,420.00		13,420.00	13,944.49			103.91	(524.49)
100-5430-30-01	Legal Fees	2,000.00		2,000.00	2,071.00	114.00		103.55	(71.00)
100-5440-30-01	EMS	170,630.00		170,630.00	45,851.73	7,798.68	80,692.24	26.87	44,086.03
100-5445-30-01	Emergency Management	26,515.00		26,515.00	19,173.55	189.99		72.31	7,341.45
100-5480-30-01	Contracted Services	77,025.00	1,500.00	78,525.00	63,961.61	32.99	8,500.00	81.45	6,063.39
	Subtotal object - 05	362,858.00	1,500.00	364,358.00	197,401.71	21,599.21	100,588.05	54.18	66,368.24
100-5520-30-01	Telephones	1,700.00		1,700.00	1,012.88			59.58	687.12
100-5523-30-01	Water/Sewer Charges	18,800.00		18,800.00	6,104.06	754.45		32.47	12,695.94
100-5524-30-01	Gas	4,500.00		4,500.00	2,908.64	661.16		64.64	1,591.36
100-5525-30-01	Electricity	37,500.00		37,500.00	18,777.86	3,207.39		50.07	18,722.14
100-5526-30-01	Data Network	9,820.00		9,820.00	7,547.08			76.85	2,272.92

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5530-30-01	Travel	10,200.00		10,200.00	5,054.54	135.00		49.55	5,145.46
100-5533-30-01	Mileage Expense	200.00		200.00				-	200.00
100-5536-30-01	Training/Seminars	50,086.00		50,086.00	34,874.13	6,786.78		69.63	15,211.87
	Subtotal object - 05	132,806.00		132,806.00	76,279.19	11,544.78		57.44	56,526.81
100-5610-30-01	Fire Fighting Equipm	20,000.00		20,000.00	8,099.59	725.09		40.50	11,900.41
100-5620-30-01	Tools & Equipment	1,200.00		1,200.00	375.33			31.28	824.67
100-5630-30-01	Safety Equipment	270,192.00	(156,661.50)	113,530.50	17,161.25	4,064.74	34,026.34	15.12	62,342.91
	Subtotal object - 05	291,392.00	(156,661.50)	134,730.50	25,636.17	4,789.83	34,026.34	19.03	75,067.99
100-5970-30-01	VERF Charges for Ser	435,181.00		435,181.00	253,855.56	36,265.08		58.33	181,325.44
	Subtotal object - 05	435,181.00		435,181.00	253,855.56	36,265.08		58.33	181,325.44
100-6140-30-01	Capital Expense-Equi		156,661.50	156,661.50	150,738.25	37,760.00		96.22	5,923.25
100-6160-30-01	Capital Expense-Vehi		66,359.50	66,359.50	66,359.50			100.00	
	Subtotal object - 06		223,021.00	223,021.00	217,097.75	37,760.00		97.34	5,923.25
100-7144-30-01	Transfer to Bond Fun	1,100,000.00	1,982,000.00	3,082,000.00	2,623,666.69	91,666.67		85.13	458,333.31
	Subtotal object - 07	1,100,000.00	1,982,000.00	3,082,000.00	2,623,666.69	91,666.67		85.13	458,333.31
Program number: 1	**OPERATIONS**	**8,197,575.00**	**2,062,726.50**	**10,260,301.50**	**6,825,694.93**	**664,252.12**	**178,853.20**	**66.53**	**3,255,753.37**
Program number: 5	**MARSHAL**								
100-5110-30-05	Salaries & Wages	320,334.00		320,334.00	198,744.28	26,344.60		62.04	121,589.72
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	13,445.87	1,139.41		55.10	10,958.13
100-5140-30-05	Salaries - Longevity	1,685.00		1,685.00	1,675.00			99.41	10.00
100-5143-30-05	Cell Phone Allowance	2,520.00		2,520.00	1,470.00	210.00		58.33	1,050.00
100-5145-30-05	Social Security Expe	21,635.00		21,635.00	12,337.77	1,572.57		57.03	9,297.23
100-5150-30-05	Medicare Expense	5,060.00		5,060.00	2,885.44	367.78		57.03	2,174.56
100-5155-30-05	SUTA Expense	648.00		648.00	36.00			5.56	612.00
100-5160-30-05	Health Insurance	40,992.00		40,992.00	22,679.42	3,267.38		55.33	18,312.58
100-5162-30-05	HSA Expense	1,500.00		1,500.00	1,500.00			100.00	
100-5165-30-05	Dental Insurance	1,728.00		1,728.00	1,011.64	144.52		58.54	716.36
100-5170-30-05	Life Insurance/AD&D	1,238.00		1,238.00	664.37	86.66		53.67	573.63
100-5175-30-05	Liability (TML)/Work	7,780.00		7,780.00	4,391.86	656.97		56.45	3,388.14
100-5180-30-05	TMRS Expense	49,725.00		49,725.00	30,145.08	3,935.00		60.62	19,579.92
100-5185-30-05	Long/Short Term Disa	609.00		609.00	362.04	55.32		59.45	246.96
100-5186-30-05	WELLE-Wellness Prog	2,400.00		2,400.00	1,165.00	130.00		48.54	1,235.00
100-5194-30-05	FD Annual Phy & Scre	1,933.00		1,933.00			1,932.00	-	1.00
	Subtotal object - 05	484,191.00		484,191.00	292,513.77	37,910.21	1,932.00	60.41	189,745.23
100-5210-30-05	Office Supplies	350.00		350.00	145.96			41.70	204.04
100-5215-30-05	Ammunition	1,250.00		1,250.00	1,047.38			83.79	202.62
100-5220-30-05	Office Equipment	2,000.00		2,000.00	397.98			19.90	1,602.02
100-5230-30-05	Dues,Fees,& Subscrip	1,000.00		1,000.00	475.00	200.00		47.50	525.00
100-5240-30-05	Postage and Delivery	100.00		100.00				-	100.00
100-5250-30-05	Publications	2,545.00		2,545.00	1,604.95			63.06	940.05
100-5280-30-05	Printing and Reprodu	500.00		500.00	67.09			13.42	432.91
100-5295-30-05	Public Education/Fir	7,500.00		7,500.00	55.80			0.74	7,444.20
	Subtotal object - 05	15,245.00		15,245.00	3,794.16	200.00		24.89	11,450.84
100-5335-30-05	Radio/Video Equip. a	890.00		890.00				-	890.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	1,210.26	304.27		40.34	1,789.74
100-5352-30-05	Fuel	3,000.00		3,000.00	1,680.53	813.59		56.02	1,319.47
100-5353-30-05	Oil/Grease/Inspectio	500.00		500.00				-	500.00
	Subtotal object - 05	7,390.00		7,390.00	2,890.79	1,117.86		39.12	4,499.21
100-5400-30-05	Uniform Expense	3,500.00		3,500.00	245.22			7.01	3,254.78
100-5430-30-05	Legal Fees	2,500.00		2,500.00				-	2,500.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00				-	2,650.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	8,650.00		8,650.00	245.22			2.84	8,404.78
100-5526-30-05	Data Network	1,440.00		1,440.00	569.85			39.57	870.15
100-5530-30-05	Travel	3,000.00		3,000.00				-	3,000.00
100-5536-30-05	Training/Seminars	5,950.00		5,950.00	1,584.95	1,374.95		26.64	4,365.05
	Subtotal object - 05	10,390.00		10,390.00	2,154.80	1,374.95		20.74	8,235.20
100-5620-30-05	Tools & Equipment	500.00		500.00	12.59			2.52	487.41
100-5630-30-05	Safety Equipment	3,284.00		3,284.00	351.80			10.71	2,932.20
100-5640-30-05	Signs & Hardware	250.00		250.00				-	250.00
	Subtotal object - 05	4,034.00		4,034.00	364.39			9.03	3,669.61
100-5970-30-05	VERF Charges for Ser	10,872.00		10,872.00	6,342.00	906.00		58.33	4,530.00
	Subtotal object - 05	10,872.00		10,872.00	6,342.00	906.00		58.33	4,530.00
Program number: 5	**MARSHAL**	**540,772.00**		**540,772.00**	**308,305.13**	**41,509.02**	**1,932.00**	**57.01**	**230,534.87**
Department number: 30	**FIRE**	**8,738,347.00**	**2,062,726.50**	**10,801,073.50**	**7,134,000.06**	**705,761.14**	**180,785.20**	**66.05**	**3,486,288.24**
Program number: 1	**INSPECTIONS**								
100-5110-40-01	Salaries & Wages	1,206,734.00	16,192.00	1,222,926.00	623,729.57	88,482.22		51.00	599,196.43
100-5115-40-01	Salaries - Overtime	6,000.00		6,000.00	10,046.90	779.21		167.45	(4,046.90)
100-5126-40-01	Salaries-Vacation Bu	1,104.00		1,104.00				-	1,104.00
100-5140-40-01	Salaries - Longevity	4,125.00		4,125.00	2,895.00			70.18	1,230.00
100-5143-40-01	Cell Phone Allowance	5,340.00		5,340.00	2,410.00	390.00		45.13	2,930.00
100-5145-40-01	Social Security Expe	75,476.00		75,476.00	36,825.93	5,127.17		48.79	38,650.07
100-5150-40-01	Medicare Expense	17,652.00		17,652.00	8,612.48	1,199.09		48.79	9,039.52
100-5155-40-01	SUTA Expense	3,240.00		3,240.00	519.17	3.23		16.02	2,720.83
100-5160-40-01	Health Insurance	174,216.00		174,216.00	75,486.99	11,364.10		43.33	98,729.01
100-5162-40-01	HSA Expense	10,650.00		10,650.00	10,187.50	562.50		95.66	462.50
100-5165-40-01	Dental Insurance	7,824.00		7,824.00	3,608.80	552.82		46.13	4,215.20
100-5170-40-01	Life Insurance/AD&D	2,122.00		2,122.00	1,062.43	149.72		50.07	1,059.57
100-5175-40-01	Liability (TML)/Work	4,773.00		4,773.00	3,275.04	450.78		68.62	1,497.96
100-5180-40-01	TMRS Expense	173,472.00		173,472.00	89,380.62	12,770.33		51.53	84,091.38
100-5185-40-01	Long/Short Term Disa	2,293.00		2,293.00	1,160.00	185.81		50.59	1,133.00
100-5186-40-01	WELLE-Wellness Prog	4,800.00		4,800.00	2,254.72	354.94		46.97	2,545.28
	Subtotal object - 05	1,699,821.00	16,192.00	1,716,013.00	871,455.15	122,371.92		50.78	844,557.85
100-5210-40-01	Office Supplies	5,400.00		5,400.00	2,816.40	324.12		52.16	2,583.60
100-5220-40-01	Office Equipment	19,510.00	22,998.63	42,508.63	15,848.93	516.05	24,273.54	37.28	2,386.16
100-5230-40-01	Dues,Fees,& Subscrip	4,040.00		4,040.00	3,557.20	1,745.10		88.05	482.80
100-5240-40-01	Postage and Delivery	25.00		25.00	11.71	6.37		46.84	13.29
100-5250-40-01	Publications	3,400.00		3,400.00	2,666.05	481.95		78.41	733.95
100-5280-40-01	Printing and Reprodu	1,000.00		1,000.00	374.44			37.44	625.56
100-5290-40-01	Other Charges and Se				467.00	390.00	390.00	-	(857.00)
	Subtotal object - 05	33,375.00	22,998.63	56,373.63	25,741.73	3,463.59	24,663.54	45.66	5,968.36
100-5330-40-01	Copier Expense	2,500.00		2,500.00	1,113.71	1,113.71		44.55	1,386.29
100-5350-40-01	Vehicle Expense	12,771.00		12,771.00	3,220.58	1,019.09		25.22	9,550.42
100-5352-40-01	Fuel	10,000.00		10,000.00	5,317.45	2,057.47		53.18	4,682.55
	Subtotal object - 05	25,271.00		25,271.00	9,651.74	4,190.27		38.19	15,619.26
100-5400-40-01	Uniform Expense	3,600.00		3,600.00	1,928.85			53.58	1,671.15
100-5410-40-01	Professional Service	775,000.00	55,840.00	830,840.00	89,614.81	40,889.83	736,225.19	10.79	5,000.00
100-5418-40-01	IT Fees	227,512.00	280,600.00	508,112.00	98,263.53	10,675.00	239,127.83	19.34	170,720.64
100-5419-40-01	IT Licenses	5,400.00		5,400.00	120.00		456.84	2.22	4,823.16
100-5430-40-01	Legal Fees	2,000.00		2,000.00	2,261.00	247.00		113.05	(261.00)
100-5475-40-01	Credit Card Fees	45,000.00		45,000.00	44,636.01	8,600.56		99.19	363.99
100-5480-40-01	Contracted Services	3,000.00		3,000.00				-	3,000.00
100-5481-40-01	Cash Over/Short				416.00			-	(416.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	1,061,512.00	336,440.00	1,397,952.00	237,240.20	60,412.39	975,809.86	16.97	184,901.94
100-5520-40-01	Telephones	650.00		650.00	883.90			135.99	(233.90)
100-5526-40-01	Data Network	5,900.00		5,900.00	2,215.85			37.56	3,684.15
100-5530-40-01	Travel	5,210.00		5,210.00	1,183.77			22.72	4,026.23
100-5533-40-01	Mileage Expense	1,283.00		1,283.00	873.06			68.05	409.94
100-5536-40-01	Training/Seminars	16,193.00	(7,000.00)	9,193.00	5,256.06	2,251.34		57.18	3,936.94
	Subtotal object - 05	29,236.00	(7,000.00)	22,236.00	10,412.64	2,251.34		46.83	11,823.36
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	789.85	355.84		54.47	660.15
100-5630-40-01	Safety Equipment	2,600.00		2,600.00	1,894.31			72.86	705.69
	Subtotal object - 05	4,050.00		4,050.00	2,684.16	355.84		66.28	1,365.84
100-5970-40-01	VERF Charges for Ser	24,486.00		24,486.00	14,283.50	2,040.50		58.33	10,202.50
	Subtotal object - 05	24,486.00		24,486.00	14,283.50	2,040.50		58.33	10,202.50
100-6160-40-01	Capital Expense-Vehi	54,626.00		54,626.00			60,892.00	-	(6,266.00)
	Subtotal object - 06	54,626.00		54,626.00			60,892.00	-	(6,266.00)
Program number: 1	**INSPECTIONS**	**2,932,377.00**	**368,630.63**	**3,301,007.63**	**1,171,469.12**	**195,085.85**	**1,061,365.40**	**35.49**	**1,068,173.11**
Program number: 2	**CODE COMPLIANCE**								
100-5110-40-02	Salaries & Wages	188,324.00	6,950.00	195,274.00	108,809.23	14,896.36		55.72	86,464.77
100-5115-40-02	Salaries - Overtime	760.00		760.00	75.23			9.90	684.77
100-5126-40-02	Salaries-Vacation Bu	2,184.00		2,184.00	1,102.40			50.48	1,081.60
100-5140-40-02	Salaries - Longevity	915.00		915.00	900.00			98.36	15.00
100-5143-40-02	Cell Phone Allowance	720.00		720.00	420.00	60.00		58.33	300.00
100-5145-40-02	Social Security Expe	11,960.00		11,960.00	6,413.72	857.32		53.63	5,546.28
100-5150-40-02	Medicare Expense	2,798.00		2,798.00	1,499.99	200.50		53.61	1,298.01
100-5155-40-02	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-40-02	Health Insurance	30,744.00		30,744.00	14,176.48	2,042.38		46.11	16,567.52
100-5165-40-02	Dental Insurance	1,296.00		1,296.00	726.18	103.74		56.03	569.82
100-5170-40-02	Life Insurance/AD&D	338.00		338.00	181.23	23.64		53.62	156.77
100-5175-40-02	Liability (TML)/Work	923.00		923.00	458.04	61.02		49.63	464.96
100-5180-40-02	TMRS Expense	27,489.00		27,489.00	15,647.87	2,139.11		56.92	11,841.13
100-5185-40-02	Long/Short Term Disa	358.00		358.00	204.71	31.24		57.18	153.29
100-5186-40-02	WELLE-Wellness Prog	1,200.00		1,200.00	805.00	115.00		67.08	395.00
	Subtotal object - 05	270,495.00	6,950.00	277,445.00	151,447.08	20,530.31		54.59	125,997.92
100-5210-40-02	Office Supplies	598.00		598.00	190.77	30.78		31.90	407.23
100-5220-40-02	Office Equipment	225.00		225.00				-	225.00
100-5230-40-02	Dues,Fees,& Subscrip	900.00		900.00	360.00			40.00	540.00
100-5240-40-02	Postage and Delivery	500.00		500.00	452.64	78.25		90.53	47.36
100-5250-40-02	Publications				377.50			-	(377.50)
100-5280-40-02	Printing and Reprodu	1,000.00		1,000.00	193.58			19.36	806.42
	Subtotal object - 05	3,223.00		3,223.00	1,574.49	109.03		48.85	1,648.51
100-5330-40-02	Copier Expense	50.00		50.00	36.88	36.88		73.76	13.12
100-5350-40-02	Vehicle Expense	3,417.00		3,417.00	761.02	110.67		22.27	2,655.98
100-5352-40-02	Fuel	1,800.00		1,800.00	985.07	410.03		54.73	814.93
	Subtotal object - 05	5,267.00		5,267.00	1,782.97	557.58		33.85	3,484.03
100-5400-40-02	Uniform Expense	600.00		600.00	448.38			74.73	151.62
100-5419-40-02	IT Licenses	845.00		845.00				-	845.00
100-5430-40-02	Legal Fees	24,997.00		24,997.00	8,997.00	1,279.00		35.99	16,000.00
100-5435-40-02	Legal Notices/Filing	200.00		200.00	112.50			56.25	87.50
100-5480-40-02	Contracted Services	126,366.00		126,366.00	71,242.75	22,904.25	33,299.25	56.38	21,824.00
	Subtotal object - 05	153,008.00		153,008.00	80,800.63	24,183.25	33,299.25	52.81	38,908.12
100-5520-40-02	Telephones	1,260.00		1,260.00	395.34			31.38	864.66
100-5526-40-02	Data Network	1,296.00		1,296.00	189.95			14.66	1,106.05

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5530-40-02	Travel	1,000.00		1,000.00	326.58			32.66	673.42
100-5533-40-02	Mileage Expense	600.00		600.00	36.40			6.07	563.60
100-5536-40-02	Training/Seminars	1,855.00		1,855.00	874.96			47.17	980.04
	Subtotal object - 05	6,011.00		6,011.00	1,823.23			30.33	4,187.77
100-5600-40-02	Special Events	250.00		250.00				-	250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	35.88	31.61		8.97	364.12
100-5640-40-02	Signs & Hardware	200.00		200.00				-	200.00
	Subtotal object - 05	850.00		850.00	35.88	31.61		4.22	814.12
100-5970-40-02	VERF Charges for Ser	8,816.00		8,816.00	5,142.69	734.67		58.33	3,673.31
	Subtotal object - 05	8,816.00		8,816.00	5,142.69	734.67		58.33	3,673.31
Program number: 2	**CODE COMPLIANCE**	**447,670.00**	**6,950.00**	**454,620.00**	**242,606.97**	**46,146.45**	**33,299.25**	**53.37**	**178,713.78**
Program number: 3	**PLANNING**								
100-5110-40-03	Salaries & Wages	412,674.00	8,722.00	421,396.00	250,614.37	42,307.15		59.47	170,781.63
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,245.54	170.19		62.28	754.46
100-5126-40-03	Salaries-Vacation Bu	6,090.00		6,090.00	5,145.42			84.49	944.58
100-5140-40-03	Salaries - Longevity	1,665.00		1,665.00	1,585.00			95.20	80.00
100-5143-40-03	Cell Phone Allowance	2,580.00		2,580.00	1,400.00	200.00		54.26	1,180.00
100-5145-40-03	Social Security Expe	26,351.00		26,351.00	15,140.54	2,501.71		57.46	11,210.46
100-5150-40-03	Medicare Expense	6,163.00		6,163.00	3,540.94	585.08		57.46	2,622.06
100-5155-40-03	SUTA Expense	810.00		810.00	45.00			5.56	765.00
100-5160-40-03	Health Insurance	51,240.00		51,240.00	30,442.18	4,385.32		59.41	20,797.82
100-5162-40-03	HSA Expense	5,250.00		5,250.00	5,250.00			100.00	
100-5165-40-03	Dental Insurance	2,184.00		2,184.00	1,251.56	178.64		57.31	932.44
100-5170-40-03	Life Insurance/AD&D	638.00		638.00	331.38	44.34		51.94	306.62
100-5175-40-03	Liability (TML)/Work	1,313.00		1,313.00	595.80	111.80		45.38	717.20
100-5180-40-03	TMRS Expense	60,564.00		60,564.00	36,389.13	6,070.47		60.08	24,174.87
100-5185-40-03	Long/Short Term Disa	785.00		785.00	473.49	88.83		60.32	311.51
100-5186-40-03	WELLE-Wellness Prog	1,800.00		1,800.00	1,049.74	122.44		58.32	750.26
	Subtotal object - 05	582,107.00	8,722.00	590,829.00	354,500.09	56,765.97		60.00	236,328.91
100-5210-40-03	Office Supplies	2,200.00		2,200.00	759.43	158.29		34.52	1,440.57
100-5220-40-03	Office Equipment	8,340.00	(3,000.00)	5,340.00				-	5,340.00
100-5230-40-03	Dues,Fees,& Subscrip	3,214.00		3,214.00	338.00			10.52	2,876.00
100-5240-40-03	Postage and Delivery	550.00		550.00	204.02	51.91		37.10	345.98
100-5250-40-03	Publications	150.00		150.00				-	150.00
100-5280-40-03	Printing and Reprodu	600.00		600.00				-	600.00
100-5290-40-03	Other Charges and Se				607.40	607.40	390.00	-	(997.40)
	Subtotal object - 05	15,054.00	(3,000.00)	12,054.00	1,908.85	817.60	390.00	15.84	9,755.15
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,012.44	1,012.44		33.75	1,987.56
	Subtotal object - 05	3,000.00		3,000.00	1,012.44	1,012.44		33.75	1,987.56
100-5400-40-03	Uniform Expense	750.00		750.00	320.50			42.73	429.50
100-5410-40-03	Professional Service	173,023.00		173,023.00	20,653.00	2,886.00	2,500.00	11.94	149,870.00
100-5418-40-03	IT Fees	900.00		900.00				-	900.00
100-5430-40-03	Legal Fees	33,000.00		33,000.00	11,096.00	2,223.00		33.62	21,904.00
100-5435-40-03	Legal Notices/Filing	7,000.00		7,000.00	635.50			9.08	6,364.50
	Subtotal object - 05	214,673.00		214,673.00	32,705.00	5,109.00	2,500.00	15.24	179,468.00
100-5526-40-03	Data Network	3,360.00		3,360.00	1,519.60			45.23	1,840.40
100-5530-40-03	Travel	8,095.00	(2,000.00)	6,095.00	995.95			16.34	5,099.05
100-5533-40-03	Mileage Expense	300.00		300.00				-	300.00
100-5536-40-03	Training/Seminars	3,200.00	(1,000.00)	2,200.00	743.27			33.79	1,456.73
	Subtotal object - 05	14,955.00	(3,000.00)	11,955.00	3,258.82			27.26	8,696.18
100-5970-40-03	VERF Charges for Ser	1,516.00		1,516.00	884.31	126.33		58.33	631.69

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	1,516.00		1,516.00	884.31	126.33		58.33	631.69
Program number: 3	**PLANNING**	**831,305.00**	**2,722.00**	**834,027.00**	**394,269.51**	**63,831.34**	**2,890.00**	**47.27**	**436,867.49**
Department number: 40	**DEVELOPMENT SERVICES**	**4,211,352.00**	**378,302.63**	**4,589,654.63**	**1,808,345.60**	**305,063.64**	**1,097,554.65**	**39.40**	**1,683,754.38**
Program number: 1	**STREETS**								
100-5110-50-01	Salaries & Wages	531,526.00	10,950.00	542,476.00	269,331.86	40,124.43		49.65	273,144.14
100-5115-50-01	Salaries - Overtime	15,763.00		15,763.00	26,055.20	3,545.67		165.29	(10,292.20)
100-5126-50-01	Salaries-Vacation Bu	1,117.00		1,117.00	902.10			80.76	214.90
100-5140-50-01	Salaries - Longevity	2,905.00		2,905.00	2,805.00			96.56	100.00
100-5143-50-01	CELL PHONE ALLOWANCE				360.00	60.00		-	(360.00)
100-5145-50-01	Social Security Expe	34,181.00		34,181.00	17,379.57	2,521.72		50.85	16,801.43
100-5150-50-01	Medicare Expense	7,995.00		7,995.00	4,064.57	589.74		50.84	3,930.43
100-5155-50-01	SUTA Expense	1,458.00		1,458.00	351.68			24.12	1,106.32
100-5160-50-01	Health Insurance	102,480.00		102,480.00	43,826.67	6,598.44		42.77	58,653.33
100-5162-50-01	HSA Expense	9,150.00		9,150.00	8,250.00			90.16	900.00
100-5165-50-01	Dental Insurance	4,368.00		4,368.00	1,941.08	275.66		44.44	2,426.92
100-5170-50-01	Life Insurance/AD&D	996.00		996.00	493.60	63.04		49.56	502.40
100-5175-50-01	Liability (TML)/Work	20,256.00		20,256.00	10,779.42	1,583.53		53.22	9,476.58
100-5180-50-01	TMRS Expense	78,259.00		78,259.00	42,050.61	6,237.22		53.73	36,208.39
100-5185-50-01	Long/Short Term Disa	1,010.00		1,010.00	481.22	74.74		47.65	528.78
100-5186-50-01	WELLE-Wellness Prog	1,800.00		1,800.00	550.00	100.00		30.56	1,250.00
	Subtotal object - 05	813,264.00	10,950.00	824,214.00	429,622.58	61,774.19		52.13	394,591.42
100-5210-50-01	Office Supplies	1,260.00		1,260.00	900.75	93.06		71.49	359.25
100-5220-50-01	Office Equipment	5,510.00		5,510.00	4,138.86			75.12	1,371.14
100-5230-50-01	Dues,Fees,& Subscrip	1,800.00		1,800.00	691.36			38.41	1,108.64
	Subtotal object - 05	8,570.00		8,570.00	5,730.97	93.06		66.87	2,839.03
100-5310-50-01	Rental Expense	36,000.00		36,000.00	21,074.00	2,287.07		58.54	14,926.00
100-5320-50-01	Repairs & Maintenanc	500.00		500.00				-	500.00
100-5321-50-01	Signal Light Repairs	30,000.00		30,000.00	4,524.80	2,900.00	14,839.00	15.08	10,636.20
100-5326-50-01	Street Light Repairs	6,000.00		6,000.00	1,793.00	1,793.00	17,420.00	29.88	(13,213.00)
100-5340-50-01	Building Repairs	500.00		500.00	233.86			46.77	266.14
100-5350-50-01	Vehicle Expense	15,097.00		15,097.00	4,693.73	428.95		31.09	10,403.27
100-5351-50-01	Equipment Expense/Re	3,800.00		3,800.00	9,673.35	1,374.52		254.56	(5,873.35)
100-5352-50-01	Fuel	14,600.00		14,600.00	8,948.00	3,922.57		61.29	5,652.00
100-5353-50-01	Oil/Grease/Inspectio	600.00		600.00	111.92			18.65	488.08
	Subtotal object - 05	107,097.00		107,097.00	51,052.66	12,706.11	32,259.00	47.67	23,785.34
100-5400-50-01	Uniform Expense	8,400.00		8,400.00	5,611.09	869.58		66.80	2,788.91
100-5419-50-01	IT LICENSES	3,120.00		3,120.00				-	3,120.00
100-5430-50-01	Legal Fees	300.00		300.00				-	300.00
100-5480-50-01	Contracted Services	374,262.00		374,262.00	97,448.41	1,395.00	140,286.75	26.04	136,526.84
100-5485-50-01	Contract Svcs - Annu	1,250,000.00	578,718.79	1,828,718.79	437,678.27	437,678.27	178,651.62	23.93	1,212,388.90
	Subtotal object - 05	1,636,082.00	578,718.79	2,214,800.79	540,737.77	439,942.85	318,938.37	24.42	1,355,124.65
100-5520-50-01	Telephones	3,740.00		3,740.00	1,449.44			38.76	2,290.56
100-5523-50-01	Water/Sewer Charges	500.00		500.00	448.04	97.96		89.61	51.96
100-5525-50-01	Electricity	2,500.00		2,500.00	1,500.00	500.00		60.00	1,000.00
100-5526-50-01	Data Network	1,660.00		1,660.00	423.01	63.22		25.48	1,236.99
100-5527-50-01	Electricity - Street	224,200.00		224,200.00	143,040.38	33,688.00		63.80	81,159.62
100-5530-50-01	Travel	100.00		100.00	2,031.12				(1,931.12)
100-5536-50-01	Training/Seminars	8,580.00		8,580.00	5,060.48	(4.16)		58.98	3,519.52
	Subtotal object - 05	241,280.00		241,280.00	153,952.47	34,345.02		63.81	87,327.53
100-5620-50-01	Tools & Equipment	9,000.00		9,000.00	14,084.87	676.25		156.50	(5,084.87)
100-5630-50-01	Safety Equipment	7,500.00		7,500.00	2,308.28	1,758.81		30.78	5,191.72

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5640-50-01	Signs & Hardware	55,784.00		55,784.00	25,760.73	3,538.19		46.18	30,023.27
100-5650-50-01	Maintenance Material	88,000.00		88,000.00	60,313.72	13,382.89	18,822.44	68.54	8,863.84
	Subtotal object - 05	160,284.00		160,284.00	102,467.60	19,356.14	18,822.44	63.93	38,993.96
100-5970-50-01	VERF Charges for Ser	43,551.00		43,551.00	25,404.75	3,629.25		58.33	18,146.25
	Subtotal object - 05	43,551.00		43,551.00	25,404.75	3,629.25		58.33	18,146.25
100-6110-50-01	Capital Expenditure	40,000.00		40,000.00	7,069.00			17.67	32,931.00
100-6160-50-01	Capital Expense-Vehi	67,001.00		67,001.00			71,399.00	-	(4,398.00)
	Subtotal object - 06	107,001.00		107,001.00	7,069.00		71,399.00	6.61	28,533.00
Program number: 1	**STREETS**	**3,117,129.00**	**589,668.79**	**3,706,797.79**	**1,316,037.80**	**571,846.62**	**441,418.81**	**35.50**	**1,949,341.18**
Program number: 5	**FACILITIES MANAGEMENT**								
100-5212-50-05	Building Supplies	10,000.00		10,000.00	6,037.34	760.90		60.37	3,962.66
	Subtotal object - 05	10,000.00		10,000.00	6,037.34	760.90		60.37	3,962.66
100-5340-50-05	Building Repairs	31,856.00		31,856.00	7,048.57	1,868.34		22.13	24,807.43
	Subtotal object - 05	31,856.00		31,856.00	7,048.57	1,868.34		22.13	24,807.43
100-5480-50-05	Contracted Services	376,995.00		376,995.00	155,093.11	31,137.12	175,050.82	41.14	46,851.07
	Subtotal object - 05	376,995.00		376,995.00	155,093.11	31,137.12	175,050.82	41.14	46,851.07
100-5523-50-05	Water/Sewer Charges	26,000.00		26,000.00	9,488.97	1,353.08		36.50	16,511.03
100-5524-50-05	Gas	6,000.00		6,000.00	2,162.25	359.02		36.04	3,837.75
100-5525-50-05	Electricity	130,000.00		130,000.00	56,785.52	19,162.96		43.68	73,214.48
	Subtotal object - 05	162,000.00		162,000.00	68,436.74	20,875.06		42.25	93,563.26
Program number: 5	**FACILITIES MANAGEMENT**	**580,851.00**		**580,851.00**	**236,615.76**	**54,641.42**	**175,050.82**	**40.74**	**169,184.42**
Department number: 50	**PUBLIC WORKS**	**3,697,980.00**	**589,668.79**	**4,287,648.79**	**1,552,653.56**	**626,488.04**	**616,469.63**	**36.21**	**2,118,525.60**
Program number: 1	**PARKS ADMINISTRATION**								
100-5110-60-01	Salaries & Wages	464,926.00	6,891.00	471,817.00	216,868.67	35,601.90		45.97	254,948.33
100-5115-60-01	Salaries - Overtime	500.00		500.00	819.51			163.90	(319.51)
100-5126-60-01	Salaries-Vacation Bu	3,527.00		3,527.00	1,959.09			55.55	1,567.91
100-5140-60-01	Salaries - Longevity	1,330.00		1,330.00	1,320.00			99.25	10.00
100-5143-60-01	Cell Phone Allowance	3,720.00		3,720.00	1,480.00	320.00		39.79	2,240.00
100-5145-60-01	Social Security Expe	28,725.00		28,725.00	14,323.66	2,195.26		49.87	14,401.34
100-5150-60-01	Medicare Expense	6,861.00		6,861.00	3,349.88	513.39		48.83	3,511.12
100-5155-60-01	SUTA Expense	972.00		972.00	62.57	1.80		6.44	909.43
100-5160-60-01	Health Insurance	61,488.00		61,488.00	19,410.24	3,382.66		31.57	42,077.76
100-5162-60-01	HSA Expense	6,900.00		6,900.00	3,687.50			53.44	3,212.50
100-5165-60-01	Dental Insurance	2,640.00		2,640.00	989.90	197.42		37.50	1,650.10
100-5170-60-01	Life Insurance/AD&D	545.00		545.00	326.72	69.86		59.95	218.28
100-5175-60-01	Liability (TML)/Work	1,088.00		1,088.00	1,586.88	283.46		145.85	(498.88)
100-5180-60-01	TMRS Expense	67,426.00		67,426.00	31,193.78	5,099.61		46.26	36,232.22
100-5185-60-01	Long/Short Term Disa	884.00		884.00	398.71	74.77		45.10	485.29
100-5186-60-01	WELLE-Wellness Prog	3,000.00		3,000.00	1,129.30	184.82		37.64	1,870.70
100-5190-60-01	Contract Labor	30,000.00		30,000.00	21,021.00	1,680.00		70.07	8,979.00
	Subtotal object - 05	684,532.00	6,891.00	691,423.00	319,927.41	49,604.95		46.27	371,495.59
100-5210-60-01	Office Supplies	1,650.00		1,650.00	1,930.34	341.73		116.99	(280.34)
100-5212-60-01	Building Supplies	735.00		735.00	574.96	211.33		78.23	160.04
100-5220-60-01	Office Equipment	11,950.00		11,950.00	5,095.20			42.64	6,854.80
100-5230-60-01	Dues,Fees,& Subscrip	2,800.00		2,800.00	382.62	282.62		13.67	2,417.38
100-5240-60-01	Postage and Delivery	150.00		150.00				-	150.00
100-5280-60-01	Printing and Reprodu	11,300.00		11,300.00	1,114.50	645.20		9.86	10,185.50
100-5290-60-01	Other Charges and Se				706.79			-	(706.79)
	Subtotal object - 05	28,585.00		28,585.00	9,804.41	1,480.88		34.30	18,780.59
100-5320-60-01	Repairs & Maintenanc	2,500.00		2,500.00	1,204.00	879.00		48.16	1,296.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5330-60-01	Copier Expense	2,800.00		2,800.00	647.86	647.86		23.14	2,152.14
100-5340-60-01	Building Repairs	5,500.00		5,500.00	27.42	27.42		0.50	5,472.58
100-5350-60-01	Vehicle Expense	750.00		750.00	421.78	46.31		56.24	328.22
100-5352-60-01	Fuel	500.00		500.00	333.61	293.61		66.72	166.39
100-5353-60-01	Oil/Grease/Inspectio	150.00		150.00				-	150.00
	Subtotal object - 05	12,200.00		12,200.00	2,634.67	1,894.20		21.60	9,565.33
100-5400-60-01	Uniform Expense	925.00		925.00	641.51			69.35	283.49
100-5410-60-01	Professional Service	133,900.00	5,500.00	139,400.00	72,100.00	33,750.00	44,700.00	51.72	22,600.00
100-5419-60-01	IT Licenses	4,448.00		4,448.00	305.02		228.42	6.86	3,914.56
100-5430-60-01	Legal Fees	8,000.00		8,000.00	6,612.00	3,458.00		82.65	1,388.00
100-5435-60-01	Legal Notices/Filing	1,200.00		1,200.00	88.00			7.33	1,112.00
100-5480-60-01	Contracted Services	37,400.00		37,400.00	12,788.00	3,600.00		34.19	24,612.00
	Subtotal object - 05	185,873.00	5,500.00	191,373.00	92,534.53	40,808.00	44,928.42	48.35	53,910.05
100-5520-60-01	Telephones	500.00		500.00	217.12			43.42	282.88
100-5523-60-01	Water/Sewer Charges	1,400.00		1,400.00	473.83	69.11		33.85	926.17
100-5524-60-01	GAS	1,900.00		1,900.00	811.32	267.31		42.70	1,088.68
100-5525-60-01	Electricity	6,100.00		6,100.00	1,255.17	455.52		20.58	4,844.83
100-5530-60-01	Travel	9,680.00		9,680.00	2,217.31	175.00		22.91	7,462.69
100-5533-60-01	Mileage Expense	250.00		250.00	81.18			32.47	168.82
100-5536-60-01	Training/Seminars	4,650.00		4,650.00	4,513.00	3,385.00		97.05	137.00
	Subtotal object - 05	24,480.00		24,480.00	9,568.93	4,351.94		39.09	14,911.07
100-5600-60-01	Special Events				120.55	73.71		-	(120.55)
100-5601-60-01	Event - Prosper Chri	65,000.00	44,000.00	109,000.00	64,206.52	734.17		58.91	44,793.48
	Subtotal object - 05	65,000.00	44,000.00	109,000.00	64,327.07	807.88		59.02	44,672.93
100-5970-60-01	VERF Charges for Ser	3,620.00		3,620.00	2,111.69	301.67		58.33	1,508.31
	Subtotal object - 05	3,620.00		3,620.00	2,111.69	301.67		58.33	1,508.31
100-7144-60-01	Transfer to Bond Fun	1,545,000.00		1,545,000.00	901,250.00	128,750.00		58.33	643,750.00
	Subtotal object - 07	1,545,000.00		1,545,000.00	901,250.00	128,750.00		58.33	643,750.00
Program number: 1	**PARKS ADMINISTRATION**	**2,549,290.00**	**56,391.00**	**2,605,681.00**	**1,402,158.71**	**227,999.52**	**44,928.42**	**53.81**	**1,158,593.87**
Program number: 2	**PARKS OPERATIONS**								
100-5110-60-02	Salaries & Wages	1,104,635.00	24,225.00	1,128,860.00	583,824.50	85,107.40		51.72	545,035.50
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	13,083.74	1,965.75		81.18	3,033.26
100-5126-60-02	Salaries-Vacation Bu	18,637.00		18,637.00	5,957.42			31.97	12,679.58
100-5140-60-02	Salaries - Longevity	6,715.00		6,715.00	6,340.00			94.42	375.00
100-5143-60-02	Cell Phone Allowance	13,920.00		13,920.00	6,980.00	1,140.00		50.14	6,940.00
100-5145-60-02	Social Security Expe	71,788.00		71,788.00	35,293.14	4,984.96		49.16	36,494.86
100-5150-60-02	Medicare Expense	16,789.00		16,789.00	8,254.03	1,165.84		49.16	8,534.97
100-5155-60-02	SUTA Expense	3,888.00		3,888.00	644.58	11.48		16.58	3,243.42
100-5160-60-02	Health Insurance	215,208.00		215,208.00	105,459.12	16,441.72		49.00	109,748.88
100-5162-60-02	HSA Expense	23,100.00		23,100.00	19,125.00			82.79	3,975.00
100-5165-60-02	Dental Insurance	9,144.00		9,144.00	4,183.18	651.82		45.75	4,960.82
100-5170-60-02	Life Insurance/AD&D	2,505.00		2,505.00	1,231.84	173.36		49.18	1,273.16
100-5175-60-02	Liability (TML)/Work	23,296.00		23,296.00	13,345.99	1,896.18		57.29	9,950.01
100-5180-60-02	TMRS Expense	164,995.00		164,995.00	85,748.97	12,469.54		51.97	79,246.03
100-5185-60-02	Long/Short Term Disa	2,099.00		2,099.00	1,063.84	172.50		50.68	1,035.16
100-5186-60-02	WELLE-Wellness Prog	6,000.00		6,000.00	2,651.74	432.32		44.20	3,348.26
	Subtotal object - 05	1,698,836.00	24,225.00	1,723,061.00	893,187.09	126,612.87		51.84	829,873.91
100-5210-60-02	Office Supplies	600.00		600.00	687.31	284.78		114.55	(87.31)
100-5212-60-02	Building Supplies	21,900.00		21,900.00	854.62	1,382.96		3.90	21,045.38
100-5213-60-02	Custodial Supplies	6,500.00		6,500.00	3,822.93	1,665.42		58.81	2,677.07
100-5220-60-02	Office Equipment	1,800.00		1,800.00	318.04			17.67	1,481.96

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5230-60-02	Dues,Fees,& Subscrip	3,850.00		3,850.00	2,643.63			68.67	1,206.37
100-5240-60-02	Postage and Delivery	110.00		110.00	156.26	155.00		142.06	(46.26)
100-5290-60-02	Other Charges and Se				553.56			-	(553.56)
	Subtotal object - 05	34,760.00		34,760.00	9,036.35	3,488.16		26.00	25,723.65
100-5310-60-02	Rental Expense	41,500.00	(4,800.00)	36,700.00	22,212.80	2,681.00	12,253.60	60.53	2,233.60
100-5312-60-02	Equipment Lease/Rent		4,800.00	4,800.00	5,702.69	28.67		118.81	(902.69)
100-5320-60-02	Repairs & Maintenanc	80,900.00	(2,600.00)	78,300.00	31,485.10	8,084.85	23,900.75	40.21	22,914.15
100-5322-60-02	Irrigation Repairs	24,700.00		24,700.00	7,465.73	239.51		30.23	17,234.27
100-5323-60-02	Field Maintenance	51,500.00	9,510.00	61,010.00	43,613.31	12,817.01	12,175.00	71.49	5,221.69
100-5324-60-02	Landscape Maintenanc	24,500.00		24,500.00	12,400.19	6,026.20		50.61	12,099.81
100-5330-60-02	Copier Expense	225.00		225.00	67.47	67.47		29.99	157.53
100-5340-60-02	Building Repairs		2,600.00	2,600.00	772.21			29.70	1,827.79
100-5350-60-02	Vehicle Expense	10,653.00		10,653.00	6,233.88	645.72		58.52	4,419.12
100-5351-60-02	Equipment Expense/Re	4,500.00	4,200.00	8,700.00	15,711.62	464.04		180.59	(7,011.62)
100-5352-60-02	Fuel	19,900.00		19,900.00	11,183.58	5,259.10		56.20	8,716.42
100-5353-60-02	Oil/Grease/Inspectio	2,050.00		2,050.00	408.54	96.32		19.93	1,641.46
100-5355-60-02	Chemicals/Fertilizer	101,305.00	(4,200.00)	97,105.00	46,432.52	33,711.91	24,724.00	47.82	25,948.48
	Subtotal object - 05	361,733.00	9,510.00	371,243.00	203,689.64	70,121.80	73,053.35	54.87	94,500.01
100-5400-60-02	Uniform Expense	15,495.00		15,495.00	6,426.77	3,663.69		41.48	9,068.23
100-5419-60-02	IT Licenses	330.00		330.00				-	330.00
100-5480-60-02	Contracted Services	398,222.00	254,921.12	653,143.12	362,494.68	16,799.00	71,341.00	55.50	219,307.44
	Subtotal object - 05	414,047.00	254,921.12	668,968.12	368,921.45	20,462.69	71,341.00	55.15	228,705.67
100-5520-60-02	Telephones	4,772.00		4,772.00	1,441.55			30.21	3,330.45
100-5523-60-02	Water/Sewer Charges	218,188.00		218,188.00	88,740.84	8,331.70		40.67	129,447.16
100-5525-60-02	Electricity	145,154.00		145,154.00	92,160.16	28,530.70		63.49	52,993.84
100-5526-60-02	Data Network	450.00		450.00	215.95	0.99		47.99	234.05
100-5530-60-02	Travel	4,050.00		4,050.00	607.58	180.00		15.00	3,442.42
100-5533-60-02	Mileage Expense	270.00		270.00				-	270.00
100-5536-60-02	Training/Seminars	6,030.00		6,030.00	3,355.01	1,967.44		55.64	2,674.99
	Subtotal object - 05	378,914.00		378,914.00	186,521.09	39,010.83		49.23	192,392.91
100-5600-60-02	Special Events	2,300.00		2,300.00	1,733.85			75.39	566.15
100-5620-60-02	Tools & Equipment	3,550.00		3,550.00	4,190.62	15.98		118.05	(640.62)
100-5630-60-02	Safety Equipment	5,640.00		5,640.00	2,071.58	831.20		36.73	3,568.42
100-5640-60-02	Signs & Hardware	5,000.00		5,000.00	272.70			5.45	4,727.30
	Subtotal object - 05	16,490.00		16,490.00	8,268.75	847.18		50.14	8,221.25
100-5970-60-02	VERF Charges for Ser	94,953.00		94,953.00	55,389.25	7,912.75		58.33	39,563.75
	Subtotal object - 05	94,953.00		94,953.00	55,389.25	7,912.75		58.33	39,563.75
100-6120-60-02	Capital Expense-Park	16,000.00	(9,510.00)	6,490.00				-	6,490.00
100-6140-60-02	Capital Expense-Equi	17,500.00		17,500.00	14,938.00			85.36	2,562.00
100-6160-60-02	Capital Expense-Vehi	39,033.00		39,033.00			38,288.95	-	744.05
	Subtotal object - 06	72,533.00	(9,510.00)	63,023.00	14,938.00		38,288.95	23.70	9,796.05
Program number: 2	**PARKS OPERATIONS**	**3,072,266.00**	**279,146.12**	**3,351,412.12**	**1,739,951.62**	**268,456.28**	**182,683.30**	**51.92**	**1,428,777.20**
Program number: 3	**RECREATION**								
100-5110-60-03	Salaries & Wages	96,398.00	34,336.00	130,734.00	62,974.87	12,183.34		48.17	67,759.13
100-5115-60-03	Salaries - Overtime				67.70			-	(67.70)
100-5140-60-03	Salaries - Longevity	330.00		330.00	320.00			96.97	10.00
100-5143-60-03	CELL PHONE ALLOWANCE	480.00		480.00	280.00	40.00		58.33	200.00
100-5145-60-03	Social Security Expe	6,027.00		6,027.00	3,877.10	748.90		64.33	2,149.90
100-5150-60-03	Medicare Expense	1,410.00		1,410.00	906.75	175.15		64.31	503.25
100-5155-60-03	SUTA Expense	324.00		324.00	18.00			5.56	306.00
100-5160-60-03	Health Insurance	20,496.00		20,496.00	7,445.83	1,078.72		36.33	13,050.17

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5162-60-03	HSA Expense	1,500.00		1,500.00	1,500.00			100.00	
100-5165-60-03	Dental Insurance	864.00		864.00	453.60	64.80		52.50	410.40
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	120.82	15.76		53.46	105.18
100-5175-60-03	Liability (TML)/Work	1,012.00		1,012.00	1,272.79	244.04		125.77	(260.79)
100-5180-60-03	TMRS Expense	13,853.00		13,853.00	8,940.75	1,747.50		64.54	4,912.25
100-5185-60-03	Long/Short Term Disa	184.00		184.00	119.38	25.58		64.88	64.62
100-5186-60-03	WELLE-Wellness Prog	600.00		600.00	377.09	79.88		62.85	222.91
	Subtotal object - 05	143,704.00	34,336.00	178,040.00	88,674.68	16,403.67		49.81	89,365.32
100-5220-60-03	Office Equipment	550.00		550.00	65.98			12.00	484.02
100-5230-60-03	Dues,Fees,& Subscrip				40.00			-	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00	2,032.59	2,031.00		54.94	1,667.41
100-5260-60-03	Advertising	2,070.00		2,070.00	1,747.00	1,447.00		84.40	323.00
100-5280-60-03	Printing and Reprodu	3,540.00		3,540.00	1,760.00	1,760.00		49.72	1,780.00
	Subtotal object - 05	9,860.00		9,860.00	5,645.57	5,238.00		57.26	4,214.43
100-5475-60-03	Credit Card Fees	4,420.00		4,420.00	3,304.38	548.00		74.76	1,115.62
	Subtotal object - 05	4,420.00		4,420.00	3,304.38	548.00		74.76	1,115.62
100-5600-60-03	Special Events	76,375.00		76,375.00	7,820.69	2,130.38		10.24	68,554.31
	Subtotal object - 05	76,375.00		76,375.00	7,820.69	2,130.38		10.24	68,554.31
100-5995-60-03	Recreation Activitie	113,000.00		113,000.00	48,834.77	12,856.88		43.22	64,165.23
	Subtotal object - 05	113,000.00		113,000.00	48,834.77	12,856.88		43.22	64,165.23
Program number: 3	**RECREATION**	**347,359.00**	**34,336.00**	**381,695.00**	**154,280.09**	**37,176.93**		**40.42**	**227,414.91**
Program number: 5	**LIBRARY**								
100-5110-60-05	Salaries & Wages	391,430.00	7,488.00	398,918.00	208,599.25	31,445.98		52.29	190,318.75
100-5126-60-05	Salaries-Vacation Bu	4,773.00		4,773.00	2,410.07			50.49	2,362.93
100-5140-60-05	Salaries - Longevity	1,615.00		1,615.00	800.00			49.54	815.00
100-5143-60-05	Cell Phone Allowance				160.00	40.00		-	(160.00)
100-5145-60-05	Social Security Expe	24,665.00		24,665.00	12,939.27	1,901.68		52.46	11,725.73
100-5150-60-05	Medicare Expense	5,769.00		5,769.00	3,026.13	444.74		52.46	2,742.87
100-5155-60-05	SUTA Expense	2,592.00		2,592.00	516.98	13.06		19.95	2,075.02
100-5160-60-05	Health Insurance	30,744.00		30,744.00	6,316.36	1,068.66		20.55	24,427.64
100-5162-60-05	HSA EXPENSE	2,250.00		2,250.00	1,500.00			66.67	750.00
100-5165-60-05	Dental Insurance	1,296.00		1,296.00	388.80	64.80		30.00	907.20
100-5170-60-05	Life Insurance/AD&D	316.00		316.00	155.82	27.46		49.31	160.18
100-5175-60-05	Liability (TML)/Work	1,197.00		1,197.00	607.85	88.74		50.78	589.15
100-5180-60-05	TMRS Expense	30,759.00		30,759.00	21,817.66	3,207.75		70.93	8,941.34
100-5185-60-05	Long/Short Term Disa	400.00		400.00	214.17	38.65		53.54	185.83
100-5186-60-05	WELLE-Wellness Prog	600.00		600.00	284.76	39.94		47.46	315.24
	Subtotal object - 05	498,406.00	7,488.00	505,894.00	259,737.12	38,381.46		51.34	246,156.88
100-5210-60-05	Office Supplies	4,500.00		4,500.00	3,066.50	811.64		68.14	1,433.50
100-5220-60-05	Office Equipment	11,000.00		11,000.00	11,042.58	7,138.72		100.39	(42.58)
100-5230-60-05	Dues,Fees,& Subscrip	2,111.00		2,111.00	1,502.88	265.62		71.19	608.12
100-5240-60-05	Postage and Delivery	600.00		600.00	399.46	44.84		66.58	200.54
100-5260-60-05	Advertising	100.00		100.00				-	100.00
100-5280-60-05	Printing and Reprodu	1,600.00		1,600.00				-	1,600.00
100-5281-60-05	Book Purchases	51,000.00	(1,500.00)	49,500.00	21,924.72	4,060.53	21,322.47	44.29	6,252.81
100-5282-60-05	DVD Purchases	1,000.00	(500.00)	500.00	158.93	9.87		31.79	341.07
100-5283-60-05	Audiobook Purchases	1,500.00	(1,000.00)	500.00	34.32			6.86	465.68
100-5284-60-05	Other Collect. Item	600.00		600.00	495.96	138.63		82.66	104.04
100-5290-60-05	Other Charges and Se	2,000.00	3,000.00	5,000.00	4,742.65	368.90		94.85	257.35
	Subtotal object - 05	76,011.00		76,011.00	43,368.00	12,838.75	21,322.47	57.06	11,320.53
100-5310-60-05	Rental Expense				435.00	153.00		-	(435.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5330-60-05	Copier Expense	1,900.00		1,900.00	1,567.80	1,567.80		82.52	332.20
100-5350-60-05	Vehicle Expense				694.08	201.03		-	(694.08)
	Subtotal object - 05	1,900.00		1,900.00	2,696.88	1,921.83		141.94	(796.88)
100-5400-60-05	Uniform Expense	1,650.00		1,650.00	394.49			23.91	1,255.51
100-5419-60-05	IT Licenses	929.00		929.00	642.73			69.19	286.27
100-5430-60-05	Legal Fees	500.00		500.00	475.00	38.00		95.00	25.00
100-5480-60-05	Contracted Services	14,031.00		14,031.00	11,750.00	2,950.00		83.74	2,281.00
	Subtotal object - 05	17,110.00		17,110.00	13,262.22	2,988.00		77.51	3,847.78
100-5520-60-05	Telephones	500.00		500.00	443.11			88.62	56.89
100-5530-60-05	Travel	4,000.00		4,000.00	270.00	270.00		6.75	3,730.00
100-5533-60-05	Mileage Expense	400.00		400.00	14.63			3.66	385.37
100-5536-60-05	Training/Seminars	1,500.00		1,500.00	700.00			46.67	800.00
	Subtotal object - 05	6,400.00		6,400.00	1,427.74	270.00		22.31	4,972.26
100-5600-60-05	Special Events	4,136.00		4,136.00	2,921.90	432.91		70.65	1,214.10
	Subtotal object - 05	4,136.00		4,136.00	2,921.90	432.91		70.65	1,214.10
100-5970-60-05	VERF Charges for Ser	2,857.00		2,857.00	1,666.56	238.08		58.33	1,190.44
	Subtotal object - 05	2,857.00		2,857.00	1,666.56	238.08		58.33	1,190.44
Program number: 5	**LIBRARY**	**606,820.00**	**7,488.00**	**614,308.00**	**325,080.42**	**57,071.03**	**21,322.47**	**52.92**	**267,905.11**
Department number: 60	**COMMUNITY SERVICES**	**6,575,735.00**	**377,361.12**	**6,953,096.12**	**3,621,470.84**	**590,703.76**	**248,934.19**	**52.08**	**3,082,691.09**
Program number: 1	**ENGINEERING**								
100-5110-98-01	Salaries & Wages	1,586,235.00	36,760.00	1,622,995.00	784,526.09	115,855.27		48.34	838,468.91
100-5115-98-01	Salaries - Overtime	700.00		700.00	637.25			91.04	62.75
100-5126-98-01	Salaries-Vacation Bu	16,897.00		16,897.00	8,667.87			51.30	8,229.13
100-5140-98-01	Salaries - Longevity	3,620.00		3,620.00	3,410.00			94.20	210.00
100-5143-98-01	Cell Phone Allowance	4,440.00		4,440.00	1,210.00	130.00		27.25	3,230.00
100-5145-98-01	Social Security Expe	95,643.00		95,643.00	43,177.96	6,756.48		45.15	52,465.04
100-5150-98-01	Medicare Expense	23,340.00		23,340.00	10,907.22	1,580.14		46.73	12,432.78
100-5155-98-01	SUTA Expense	2,592.00		2,592.00	310.14	3.17		11.97	2,281.86
100-5160-98-01	Health Insurance	133,224.00		133,224.00	62,093.75	9,969.88		46.61	71,130.25
100-5162-98-01	HSA Expense	11,850.00		11,850.00	12,625.00			106.54	(775.00)
100-5165-98-01	Dental Insurance	6,120.00		6,120.00	2,950.53	443.26		48.21	3,169.47
100-5170-98-01	Life Insurance/AD&D	1,585.00		1,585.00	820.44	115.20		51.76	764.56
100-5175-98-01	Liability (TML)/Work	12,611.00		12,611.00	5,178.76	742.82		41.07	7,432.24
100-5180-98-01	TMRS Expense	229,388.00		229,388.00	111,919.02	16,334.09		48.79	117,468.98
100-5185-98-01	Long/Short Term Disa	2,972.00		2,972.00	1,429.02	231.04		48.08	1,542.98
100-5186-98-01	WELLE-Wellness Prog	4,800.00		4,800.00	2,020.00	345.00		42.08	2,780.00
	Subtotal object - 05	2,136,017.00	36,760.00	2,172,777.00	1,051,883.05	152,506.35		48.41	1,120,893.95
100-5210-98-01	Office Supplies	2,900.00		2,900.00	1,250.73	123.15		43.13	1,649.27
100-5220-98-01	Office Equipment	44,395.00		44,395.00	10,836.48		36,905.30	24.41	(3,346.78)
100-5230-98-01	Dues,Fees,& Subscrip	2,600.00		2,600.00	1,631.27	282.25		62.74	968.73
100-5240-98-01	Postage and Delivery	200.00		200.00	125.00	17.25		62.50	75.00
100-5280-98-01	Printing and Reprodu	300.00		300.00	268.18			89.39	31.82
100-5290-98-01	Other Charges and Se	500.00		500.00	142.07			28.41	357.93
	Subtotal object - 05	50,895.00		50,895.00	14,253.73	422.65	36,905.30	28.01	(264.03)
100-5330-98-01	Copier Expense	2,000.00		2,000.00	995.09	995.08		49.76	1,004.91
100-5350-98-01	Vehicle Expense	5,184.00		5,184.00	3,199.28	161.76		61.72	1,984.72
100-5352-98-01	Fuel	6,100.00		6,100.00	1,469.28	774.91		24.09	4,630.72
	Subtotal object - 05	13,284.00		13,284.00	5,663.65	1,931.75		42.64	7,620.35
100-5400-98-01	Uniform Expense	3,100.00		3,100.00	2,177.80			70.25	922.20
100-5410-98-01	Professional Service	225,000.00	23,253.37	248,253.37	27,152.50	12,200.00	64,303.37	10.94	156,797.50
100-5410-98-01-1831-ST	First/BNSF RR Overpa		787.07	787.07			787.07	-	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR		80.42	80.42			80.42	-	
100-5419-98-01	IT Licenses	16,350.00		16,350.00	640.00		913.68	3.91	14,796.32
100-5430-98-01	Legal Fees	22,000.00		22,000.00	15,751.78	1,197.00		71.60	6,248.22
100-5435-98-01	Legal Notices/Filing	1,500.00		1,500.00	506.50	353.25		33.77	993.50
	Subtotal object - 05	267,950.00	24,120.86	292,070.86	46,228.58	13,750.25	66,084.54	15.83	179,757.74
100-5520-98-01	Telephones	2,269.00		2,269.00	1,690.45			74.50	578.55
100-5526-98-01	Data Network	1,000.00		1,000.00	428.88			42.89	571.12
100-5530-98-01	Travel	1,780.00		1,780.00	608.36			34.18	1,171.64
100-5533-98-01	Mileage Expense	1,200.00		1,200.00				-	1,200.00
100-5536-98-01	Training/Seminars	7,000.00		7,000.00	7,577.92	29.95		108.26	(577.92)
	Subtotal object - 05	13,249.00		13,249.00	10,305.61	29.95		77.78	2,943.39
100-5620-98-01	Tools & Equipment	200.00		200.00	47.88	47.88		23.94	152.12
100-5630-98-01	Safety Equipment	500.00		500.00	774.98			155.00	(274.98)
	Subtotal object - 05	700.00		700.00	822.86	47.88		117.55	(122.86)
100-5970-98-01	VERF Charges for Ser	7,199.00		7,199.00	4,199.44	599.92		58.33	2,999.56
	Subtotal object - 05	7,199.00		7,199.00	4,199.44	599.92		58.33	2,999.56
100-6160-98-01	Capital Expense - Ve	36,398.00		36,398.00			34,351.95	-	2,046.05
	Subtotal object - 06	36,398.00		36,398.00			34,351.95	-	2,046.05
100-7144-98-01	Transfer to CIP Fund	1,650,000.00		1,650,000.00	962,500.00	137,500.00		58.33	687,500.00
	Subtotal object - 07	1,650,000.00		1,650,000.00	962,500.00	137,500.00		58.33	687,500.00
Program number: 1	**ENGINEERING**	**4,175,692.00**	**60,880.86**	**4,236,572.86**	**2,095,856.92**	**306,788.75**	**137,341.79**	**49.47**	**2,003,374.15**
Department number: 98	**ENGINEERING**	**4,175,692.00**	**60,880.86**	**4,236,572.86**	**2,095,856.92**	**306,788.75**	**137,341.79**	**49.47**	**2,003,374.15**
	Expense Subtotal - - - - - -	**41,142,021.00**	**4,917,383.86**	**46,059,404.86**	**24,180,060.30**	**3,794,970.20**	**3,577,313.84**	**52.50**	**18,302,030.72**
Fund number: 100	**GENERAL**	**3,844,940.00**	**4,917,383.86**	**8,762,323.86**	**(7,249,117.97)**	**1,904,241.72**	**3,577,313.84**	**(82.73)**	**12,434,127.99**
Fund number: 120	**POLICE SPD**								
120-4120-20-01	Sales Taxes	(2,102,918.00)		(2,102,918.00)	(1,438,898.86)	(152,160.37)		68.42	(664,019.14)
	Subtotal object - 04	(2,102,918.00)		(2,102,918.00)	(1,438,898.86)	(152,160.37)		68.42	(664,019.14)
120-4610-20-01	Interest Income	(300.00)		(300.00)	(448.01)	(59.09)		149.34	148.01
	Subtotal object - 04	(300.00)		(300.00)	(448.01)	(59.09)		149.34	148.01
Program number: 1	OPERATIONS	(2,103,218.00)		(2,103,218.00)	(1,439,346.87)	(152,219.46)		68.44	(663,871.13)
Department number: 20	POLICE	(2,103,218.00)		(2,103,218.00)	(1,439,346.87)	(152,219.46)		68.44	(663,871.13)
	Revenue Subtotal - - - - - -	**(2,103,218.00)**		**(2,103,218.00)**	**(1,439,346.87)**	**(152,219.46)**		**68.44**	**(663,871.13)**
Program number: 1	**OPERATIONS**								
120-5110-20-01	Salaries & Wages	1,408,454.00		1,408,454.00	743,523.97	107,032.08		52.79	664,930.03
120-5115-20-01	Salaries - Overtime	65,000.00		65,000.00	79,113.93	14,622.85		121.71	(14,113.93)
120-5126-20-01	Salaries-Vacation Bu	7,273.00		7,273.00	4,631.20			63.68	2,641.80
120-5127-20-01	Salaries-Certificati	15,540.00		15,540.00	8,621.14	1,223.02		55.48	6,918.86
120-5140-20-01	Salaries - Longevity	5,490.00		5,490.00	4,385.00			79.87	1,105.00
120-5145-20-01	Social Security Expe	89,514.00		89,514.00	50,941.13	7,236.14		56.91	38,572.87
120-5150-20-01	Medicare Expense	20,935.00		20,935.00	11,913.67	1,692.31		56.91	9,021.33
120-5155-20-01	SUTA Expense	2,916.00		2,916.00	162.00			5.56	2,754.00
120-5160-20-01	Health Insurance	194,712.00		194,712.00	81,160.41	12,431.16		41.68	113,551.59
120-5162-20-01	HSA Expense	18,000.00		18,000.00	14,875.00			82.64	3,125.00
120-5165-20-01	Dental Insurance	8,208.00		8,208.00	4,042.41	614.38		49.25	4,165.59
120-5170-20-01	Life Insurance/AD&D	6,753.00		6,753.00	3,407.44	472.68		50.46	3,345.56
120-5175-20-01	Liability (TML) Work	32,156.00		32,156.00	20,201.50	2,852.40		62.82	11,954.50
120-5180-20-01	TMRS Expense	196,291.00		196,291.00	119,457.90	17,285.03		60.86	76,833.10
120-5185-20-01	Long/Short Term Disa	2,566.00		2,566.00	1,352.56	212.46		52.71	1,213.44
120-5186-20-01	WELLE-Wellness Prog	4,200.00		4,200.00	1,687.00	229.88		40.17	2,513.00
	Subtotal object - 05	2,078,008.00		2,078,008.00	1,149,476.26	165,904.39		55.32	928,531.74

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
120-5410-20-01	Professional Service	350.00		350.00	461.12	461.12		131.75	(111.12)
	Subtotal object - 05	350.00		350.00	461.12	461.12		131.75	(111.12)
120-5620-20-01	Tools and Equipment				7.74			-	(7.74)
	Subtotal object - 05				7.74			-	(7.74)
Program number: 1	**OPERATIONS**	**2,078,358.00**		**2,078,358.00**	**1,149,945.12**	**166,365.51**		**55.33**	**928,412.88**
Department number: 20	**POLICE**	**2,078,358.00**		**2,078,358.00**	**1,149,945.12**	**166,365.51**		**55.33**	**928,412.88**
	Expense Subtotal - - - - - -	**2,078,358.00**		**2,078,358.00**	**1,149,945.12**	**166,365.51**		**55.33**	**928,412.88**
Fund number: 120	**POLICE SPD**	**(24,860.00)**		**(24,860.00)**	**(289,401.75)**	**14,146.05**			**264,541.75**
Fund number: 130	**FIRE SPD**								
130-4120-30-01	Sales Taxes	(2,102,918.00)		(2,102,918.00)	(1,435,142.83)	(151,712.34)		68.25	(667,775.17)
	Subtotal object - 04	(2,102,918.00)		(2,102,918.00)	(1,435,142.83)	(151,712.34)		68.25	(667,775.17)
130-4610-30-01	Interest Income	(300.00)		(300.00)	(241.69)	(36.40)		80.56	(58.31)
	Subtotal object - 04	(300.00)		(300.00)	(241.69)	(36.40)		80.56	(58.31)
Program number: 1	OPERATIONS	(2,103,218.00)		(2,103,218.00)	(1,435,384.52)	(151,748.74)		68.25	(667,833.48)
Department number: 30	FIRE	(2,103,218.00)		(2,103,218.00)	(1,435,384.52)	(151,748.74)		68.25	(667,833.48)
	Revenue Subtotal - - - - - -	**(2,103,218.00)**		**(2,103,218.00)**	**(1,435,384.52)**	**(151,748.74)**		**68.25**	**(667,833.48)**
Program number: 1	**OPERATIONS**								
130-5110-30-01	Salaries & Wages	1,353,648.00		1,353,648.00	772,435.79	104,393.12		57.06	581,212.21
130-5115-30-01	Salaries - Overtime	140,000.00		140,000.00	102,016.07	2,216.74		72.87	37,983.93
130-5116-30-01	Salaries - FLSA Over				15,040.51	2,025.88		-	(15,040.51)
130-5127-30-01	Salaries-Certificati	12,180.00		12,180.00	8,896.43	1,232.36		73.04	3,283.57
130-5140-30-01	Salaries - Longevity	4,900.00		4,900.00	3,800.00			77.55	1,100.00
130-5145-30-01	Social Security Expe	90,714.00		90,714.00	52,066.59	6,243.00		57.40	38,647.41
130-5150-30-01	Medicare Expense	21,216.00		21,216.00	12,176.85	1,460.07		57.40	9,039.15
130-5155-30-01	SUTA Expense	2,916.00		2,916.00	459.64			15.76	2,456.36
130-5160-30-01	Health Insurance	184,464.00		184,464.00	117,315.48	17,432.80		63.60	67,148.52
130-5162-30-01	HSA Expense	18,750.00		18,750.00	19,562.50			104.33	(812.50)
130-5165-30-01	Dental Insurance	7,776.00		7,776.00	4,438.63	646.28		57.08	3,337.37
130-5170-30-01	Life Insurance/AD&D	6,753.00		6,753.00	3,558.74	472.68		52.70	3,194.26
130-5175-30-01	Liability (TML) Work	36,651.00		36,651.00	24,138.88	3,036.01		65.86	12,512.12
130-5180-30-01	TMRS Expense	208,495.00		208,495.00	126,900.32	15,723.87		60.87	81,594.68
130-5185-30-01	Long/Short Term Disa	2,482.00		2,482.00	1,374.29	210.49		55.37	1,107.71
130-5186-30-01	WELLE-Wellness Prog	7,800.00		7,800.00	3,684.80	474.88		47.24	4,115.20
	Subtotal object - 05	2,098,745.00		2,098,745.00	1,267,865.52	155,568.18		60.41	830,879.48
130-5410-30-01	Professional Service	350.00		350.00	461.12	461.12		131.75	(111.12)
	Subtotal object - 05	350.00		350.00	461.12	461.12		131.75	(111.12)
Program number: 1	**OPERATIONS**	**2,099,095.00**		**2,099,095.00**	**1,268,326.64**	**156,029.30**		**60.42**	**830,768.36**
Department number: 30	**FIRE**	**2,099,095.00**		**2,099,095.00**	**1,268,326.64**	**156,029.30**		**60.42**	**830,768.36**
	Expense Subtotal - - - - - -	**2,099,095.00**		**2,099,095.00**	**1,268,326.64**	**156,029.30**		**60.42**	**830,768.36**
Fund number: 130	**FIRE SPD**	**(4,123.00)**		**(4,123.00)**	**(167,057.88)**	**4,280.56**			**162,934.88**
Fund number: 150	**TIRZ #1 - BLUE STAR**								
150-4015-10-00	Water Impact Fees				(259,800.00)			-	259,800.00
150-4020-10-00	Wastewater Impact Fe				(474,773.00)	(56,440.00)		-	474,773.00
150-4040-10-00	East Thoroughfare Im	(200,000.00)		(200,000.00)	(1,318,973.12)	(6,993.92)		659.49	1,118,973.12
	Subtotal object - 04	(200,000.00)		(200,000.00)	(2,053,546.12)	(63,433.92)			1,853,546.12
150-4110-10-00	Property Taxes (Town	(627,221.00)		(627,221.00)	(612,991.30)			97.73	(14,229.70)
150-4111-10-00	Property Taxes (Coun	(148,647.00)		(148,647.00)	(144,307.94)	(144,307.94)		97.08	(4,339.06)
150-4120-10-00	Sales Taxes (Town)	(761,000.00)		(761,000.00)	(471,133.34)	(53,579.09)		61.91	(289,866.66)
150-4121-10-00	Sales Taxes (PEDC)	(637,500.00)		(637,500.00)	(394,574.17)	(44,872.49)		61.89	(242,925.83)
	Subtotal object - 04	(2,174,368.00)		(2,174,368.00)	(1,623,006.75)	(242,759.52)		74.64	(551,361.25)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
150-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(2,926.94)	(684.41)		146.35	926.94
	Subtotal object - 04	(2,000.00)		(2,000.00)	(2,926.94)	(684.41)		146.35	926.94
Program number:	DEFAULT PROGRAM	(2,376,368.00)		(2,376,368.00)	(3,679,479.81)	(306,877.85)		154.84	1,303,111.81
Department number: 10	ADMINISTRATION	(2,376,368.00)		(2,376,368.00)	(3,679,479.81)	(306,877.85)		154.84	1,303,111.81
	Revenue Subtotal - - - - - -	**(2,376,368.00)**		**(2,376,368.00)**	**(3,679,479.81)**	**(306,877.85)**		**154.84**	**1,303,111.81**
Department number: 10	**ADMINISTRATION**								
150-5810-10-00	Thoro Impact Fee Reb	202,000.00		202,000.00				-	202,000.00
150-5812-10-00	Wastewater Impact Fe				1,207,638.50			-	(1,207,638.50)
150-5815-10-00	Town Sales Tax Rebat	761,000.00		761,000.00				-	761,000.00
150-5816-10-00	PEDC Sales Tax Rebat	637,500.00		637,500.00				-	637,500.00
150-5820-10-00	Town Ad Valorem Tax	627,221.00		627,221.00				-	627,221.00
150-5821-10-00	County Ad Valorem Ta	148,647.00		148,647.00				-	148,647.00
	Subtotal object - 05	2,376,368.00		2,376,368.00	1,207,638.50			50.82	1,168,729.50
Program number:	**DEFAULT PROGRAM**	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
Department number: 10	**ADMINISTRATION**	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
	Expense Subtotal - - - - - -	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
Fund number: 150	**TIRZ #1 - BLUE STAR**				**(2,471,841.31)**	**(306,877.85)**		**-**	**2,471,841.31**
Fund number: 160	**TIRZ #2**								
160-4110-10-00	Property Taxes (Town	(131,145.00)		(131,145.00)	(154,136.33)			117.53	22,991.33
160-4111-10-00	Property Taxes (Coun	(31,081.00)		(31,081.00)	(30,280.49)	(30,280.49)		97.42	(800.51)
	Subtotal object - 04	(162,226.00)		(162,226.00)	(184,416.82)	(30,280.49)		113.68	22,190.82
160-4610-10-00	Interest Income	(150.00)		(150.00)	14.47	(38.72)		(9.65)	(164.47)
	Subtotal object - 04	(150.00)		(150.00)	14.47	(38.72)		(9.65)	(164.47)
Program number:	DEFAULT PROGRAM	(162,376.00)		(162,376.00)	(184,402.35)	(30,319.21)		113.57	22,026.35
Department number: 10	ADMINISTRATION	(162,376.00)		(162,376.00)	(184,402.35)	(30,319.21)		113.57	22,026.35
	Revenue Subtotal - - - - - -	**(162,376.00)**		**(162,376.00)**	**(184,402.35)**	**(30,319.21)**		**113.57**	**22,026.35**
Department number: 10	**ADMINISTRATION**								
160-5820-10-00	Town Ad Valorem Tax	131,347.00		131,347.00				-	131,347.00
160-5821-10-00	County Ad Valorem Ta	31,081.00		31,081.00				-	31,081.00
	Subtotal object - 05	162,428.00		162,428.00				-	162,428.00
Program number:	DEFAULT PROGRAM	162,428.00		162,428.00				-	162,428.00
Department number: 10	ADMINISTRATION	162,428.00		162,428.00				-	162,428.00
	Expense Subtotal - - - - - -	162,428.00		162,428.00				-	162,428.00
Fund number: 160	**TIRZ #2 - MATTHEWS SOUTHWEST**	**52.00**		**52.00**	**(184,402.35)**	**(30,319.21)**			**184,454.35**
Fund number: 200	**WATER/SEWER**								
200-4000-10-08	W/S Service Initiati	(120,058.00)		(120,058.00)	(68,660.00)	(8,500.00)		57.19	(51,398.00)
200-4007-10-08	Sanitation	(1,779,679.00)		(1,779,679.00)	(1,076,795.71)	(174,434.06)		60.51	(702,883.29)
200-4009-10-08	Late Fee-W/S	(142,000.00)		(142,000.00)	(103,790.10)	(11,529.57)		73.09	(38,209.90)
	Subtotal object - 04	(2,041,737.00)		(2,041,737.00)	(1,249,245.81)	(194,463.63)		61.19	(792,491.19)
Program number: 8	UTILITY BILLING	(2,041,737.00)		(2,041,737.00)	(1,249,245.81)	(194,463.63)		61.19	(792,491.19)
200-4200-10-99	T-Mobile Fees	(98,400.00)		(98,400.00)	(43,400.42)	(6,200.06)		44.11	(54,999.58)
200-4201-10-99	Tierone Converged Ne	(22,776.00)		(22,776.00)	(13,286.00)	(1,898.00)		58.33	(9,490.00)
200-4203-10-99	AT&T Tower Lease				(16,116.13)	(4,100.00)		-	16,116.13
200-4205-10-99	Rise Broadband	(13,680.00)		(13,680.00)				-	(13,680.00)
200-4206-10-99	Verizon Antennae Lea	(71,635.00)		(71,635.00)	(57,216.25)	(2,883.75)		79.87	(14,418.75)
	Subtotal object - 04	(206,491.00)		(206,491.00)	(130,018.80)	(15,081.81)		62.97	(76,472.20)
Program number: 99	NON-DEPARTMENTAL	(206,491.00)		(206,491.00)	(130,018.80)	(15,081.81)		62.97	(76,472.20)
Department number: 10	ADMINISTRATION	(2,248,228.00)		(2,248,228.00)	(1,379,264.61)	(209,545.44)		61.35	(868,963.39)
200-4005-50-02	Water Revenue	(14,304,476.00)		(14,304,476.00)	(7,337,339.55)	(945,052.46)		51.29	(6,967,136.45)
200-4010-50-02	Connection Tap & Con	(875,000.00)		(875,000.00)	(589,843.00)	(85,476.00)		67.41	(285,157.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-4012-50-02	Saturday Inspection	(6,000.00)		(6,000.00)	(5,700.00)	(750.00)		95.00	(300.00)
200-4018-50-02	Internet Cr. Card Fe	(109,000.00)		(109,000.00)	(70,695.17)	(9,146.55)		64.86	(38,304.83)
200-4019-50-02	Cr. Card Pmt Fees	(46,870.00)		(46,870.00)	(31,146.71)	(3,998.59)		66.45	(15,723.29)
200-4060-50-02	NSF Fees	(1,500.00)		(1,500.00)	(1,100.00)	(175.00)		73.33	(400.00)
	Subtotal object - 04	(15,342,846.00)		(15,342,846.00)	(8,035,824.43)	(1,044,598.60)		52.38	(7,307,021.57)
200-4243-50-02	Backflow Prevention	(51,000.00)		(51,000.00)	(33,846.32)	(6,025.00)		66.37	(17,153.68)
	Subtotal object - 04	(51,000.00)		(51,000.00)	(33,846.32)	(6,025.00)		66.37	(17,153.68)
200-4610-50-02	Interest Income	(40,000.00)		(40,000.00)	(21,443.35)	(1,448.46)		53.61	(18,556.65)
	Subtotal object - 04	(40,000.00)		(40,000.00)	(21,443.35)	(1,448.46)		53.61	(18,556.65)
200-4910-50-02	Other Revenue	(3,800,000.00)		(3,800,000.00)	(162,342.49)	(21,754.02)		4.27	(3,637,657.51)
200-4930-50-02	Insurance Proceeds				(16,262.50)			-	16,262.50
	Subtotal object - 04	(3,800,000.00)		(3,800,000.00)	(178,604.99)	(21,754.02)		4.70	(3,621,395.01)
Program number: 2	WATER	(19,233,846.00)		(19,233,846.00)	(8,269,719.09)	(1,073,826.08)		43.00	(10,964,126.91)
200-4006-50-03	Sewer	(8,472,771.00)		(8,472,771.00)	(5,153,383.65)	(778,422.68)		60.82	(3,319,387.35)
200-4010-50-03	Connection Tap & Con	(500,000.00)		(500,000.00)	(248,100.00)	(36,000.00)		49.62	(251,900.00)
	Subtotal object - 04	(8,972,771.00)		(8,972,771.00)	(5,401,483.65)	(814,422.68)		60.20	(3,571,287.35)
Program number: 3	WASTEWATER	(8,972,771.00)		(8,972,771.00)	(5,401,483.65)	(814,422.68)		60.20	(3,571,287.35)
Department number: 50	PUBLIC WORKS	(28,206,617.00)		(28,206,617.00)	(13,671,202.74)	(1,888,248.76)		48.47	(14,535,414.26)
	Revenue Subtotal - - - - - -	**(30,454,845.00)**		**(30,454,845.00)**	**(15,050,467.35)**	**(2,097,794.20)**		**49.42**	**(15,404,377.65)**
Program number: 8	**UTILITY BILLING**								
200-5110-10-08	Salaries & Wages	244,573.00	3,449.00	248,022.00	120,761.71	16,400.28		48.69	127,260.29
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	1,760.20	624.73		50.29	1,739.80
200-5140-10-08	Salaries - Longevity	1,260.00		1,260.00	1,255.00			99.60	5.00
200-5143-10-08	Cell Phone Allowance	1,440.00		1,440.00	420.00	60.00		29.17	1,020.00
200-5145-10-08	Social Security Expe	15,548.00		15,548.00	7,421.30	1,020.36		47.73	8,126.70
200-5150-10-08	Medicare Expense	3,636.00		3,636.00	1,735.61	238.62		47.73	1,900.39
200-5155-10-08	SUTA Expense	810.00		810.00	16.97	0.01		2.10	793.03
200-5160-10-08	Health Insurance	51,240.00		51,240.00	16,089.40	2,303.80		31.40	35,150.60
200-5162-10-08	HSA Expense	3,450.00		3,450.00	2,245.74			65.09	1,204.26
200-5165-10-08	Dental Insurance	2,184.00		2,184.00	924.28	132.04		42.32	1,259.72
200-5170-10-08	Life Insurance/AD&D	498.00		498.00	243.70	31.89		48.94	254.30
200-5175-10-08	Liability (TML)/Work	569.00		569.00	284.54	38.92		50.01	284.46
200-5180-10-08	TMRS Expense	35,237.00		35,237.00	17,435.01	2,438.88		49.48	17,801.99
200-5185-10-08	Long/Short Term Disa	465.00		465.00	226.98	34.44		48.81	238.02
200-5186-10-08	WELLE-Wellness Prog	1,800.00		1,800.00	627.24	89.94		34.85	1,172.76
	Subtotal object - 05	366,210.00	3,449.00	369,659.00	171,447.68	23,413.91		46.38	198,211.32
200-5210-10-08	Office Supplies	3,200.00		3,200.00	2,186.84	80.84		68.34	1,013.16
200-5220-10-08	Office Equipment	3,905.00		3,905.00	1,190.21			30.48	2,714.79
200-5230-10-08	Dues,Fees,& Subscrip	100.00		100.00				-	100.00
200-5240-10-08	Postage and Delivery	60,000.00		60,000.00	22,424.46	4,474.14		37.37	37,575.54
200-5280-10-08	Printing and Reprodu	4,860.00		4,860.00	12,370.27	1,693.84		254.53	(7,510.27)
200-5290-10-08	Other Charges and Se	1,200.00		1,200.00	778.01	778.01	420.00	64.83	1.99
	Subtotal object - 05	73,265.00		73,265.00	38,949.79	7,026.83	420.00	53.16	33,895.21
200-5330-10-08	Copier Expense	2,700.00		2,700.00	893.03	893.03		33.08	1,806.97
	Subtotal object - 05	2,700.00		2,700.00	893.03	893.03		33.08	1,806.97
200-5400-10-08	Uniform Expense	300.00		300.00	282.26			94.09	17.74
200-5418-10-08	IT Fees	49,000.00		49,000.00	21,079.00			43.02	27,921.00
200-5419-10-08	IT Licenses	535.00		535.00			228.42	-	306.58
200-5430-10-08	Legal Fees	500.00		500.00	190.00			38.00	310.00
200-5470-10-08	Trash Collection	1,779,679.00		1,779,679.00	923,652.75	173,459.75		51.90	856,026.25
200-5475-10-08	CREDIT CARD FEES	172,500.00		172,500.00	119,675.54	15,511.54		69.38	52,824.46

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5479-10-08	Household Haz. Waste	7,800.00		7,800.00	3,635.00	550.00		46.60	4,165.00
200-5480-10-08	Contracted Services	17,000.00		17,000.00	1,490.88			8.77	15,509.12
200-5481-10-08	Cash Short/Over				(0.05)	(0.10)		-	0.05
	Subtotal object - 05	2,027,314.00		2,027,314.00	1,070,005.38	189,521.19	228.42	52.78	957,080.20
200-5530-10-08	Travel	3,470.00		3,470.00	55.00	55.00		1.59	3,415.00
200-5533-10-08	Mileage Expense	265.00		265.00	89.32			33.71	175.68
200-5536-10-08	Training/Seminars	2,490.00		2,490.00	895.00			35.94	1,595.00
	Subtotal object - 05	6,225.00		6,225.00	1,039.32	55.00		16.70	5,185.68
200-5600-10-08	Special Events	1,200.00		1,200.00	250.22	262.38		20.85	949.78
	Subtotal object - 05	1,200.00		1,200.00	250.22	262.38		20.85	949.78
200-5970-10-08	VERF Charges for Ser	3,221.00		3,221.00	1,878.94	268.42		58.33	1,342.06
	Subtotal object - 05	3,221.00		3,221.00	1,878.94	268.42		58.33	1,342.06
200-7147-10-08	Transfer to GF	42,697.00		42,697.00	24,906.56	3,558.08		58.33	17,790.44
	Subtotal object - 07	42,697.00		42,697.00	24,906.56	3,558.08		58.33	17,790.44
Program number: 8	**UTILITY BILLING**	**2,522,832.00**	**3,449.00**	**2,526,281.00**	**1,309,370.92**	**224,998.84**	**648.42**	**51.83**	**1,216,261.66**
Program number: 99	**NON-DEPARTMENTAL**								
200-5110-10-99	Salaries & Wages	(57,882.00)		(57,882.00)				-	(57,882.00)
200-5176-10-99	TML-Prop & Liab Insu	104,029.00		104,029.00	101,450.09			97.52	2,578.91
	Subtotal object - 05	46,147.00		46,147.00	101,450.09			219.84	(55,303.09)
200-5295-10-99	General Fund Franchi	432,889.00		432,889.00	252,518.56	36,074.08		58.33	180,370.44
	Subtotal object - 05	432,889.00		432,889.00	252,518.56	36,074.08		58.33	180,370.44
200-5410-10-99	Professional Service	25,000.00		25,000.00				-	25,000.00
200-5415-10-99	Tuition Reimbursemen	1,664.00		1,664.00				-	1,664.00
200-5480-10-99	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	29,664.00		29,664.00				-	29,664.00
200-5930-10-99	Damage Claims Expens	10,000.00		10,000.00				-	10,000.00
	Subtotal object - 05	10,000.00		10,000.00				-	10,000.00
200-6186-10-99	2013 Bond Payment	240,000.00		240,000.00				-	240,000.00
200-6193-10-99	2012 CO Bond Payment	315,400.00	2,618,251.00	2,933,651.00	2,888,400.00			98.46	45,251.00
	Subtotal object - 06	555,400.00	2,618,251.00	3,173,651.00	2,888,400.00			91.01	285,251.00
200-6200-10-99	Bond Issuance Costs	880.00		880.00				-	880.00
200-6201-10-99	2014 GO Bond Payment	420,000.00		420,000.00				-	420,000.00
200-6202-10-99	2014 CO Bond Payment	555,000.00		555,000.00				-	555,000.00
200-6203-10-99	2015 GO Debt payment	424,700.00		424,700.00	424,700.00			100.00	
200-6210-10-99	2018 CO Bond Payment	360,000.00		360,000.00	360,000.00			100.00	
200-6211-10-99	2019 CO Debt Payment	128,877.00		128,877.00	128,877.00			100.00	
200-6299-10-99	Bond Interest Expens	1,268,660.00		1,268,660.00	661,083.00			52.11	607,577.00
	Subtotal object - 06	3,158,117.00		3,158,117.00	1,574,660.00			49.86	1,583,457.00
200-7000-10-99	Contingency	50,000.00	18,000.00	68,000.00			18,000.00	-	50,000.00
	Subtotal object - 07	50,000.00	18,000.00	68,000.00			18,000.00	-	50,000.00
Program number: 99	**NON-DEPARTMENTAL**	**4,282,217.00**	**2,636,251.00**	**6,918,468.00**	**4,817,028.65**	**36,074.08**	**18,000.00**	**69.63**	**2,083,439.35**
Department number: 10	**ADMINISTRATION**	**6,805,049.00**	**2,639,700.00**	**9,444,749.00**	**6,126,399.57**	**261,072.92**	**18,648.42**	**64.87**	**3,299,701.01**
Program number: 2	**WATER**								
200-5110-50-02	Salaries & Wages	1,523,390.00	19,651.00	1,543,041.00	683,843.94	96,892.10		44.32	859,197.06
200-5115-50-02	Salaries - Overtime	91,000.00		91,000.00	35,712.02	10,123.46		39.24	55,287.98
200-5126-50-02	Salaries-Vacation Bu	13,735.00		13,735.00	5,872.40			42.76	7,862.60
200-5140-50-02	Salaries - Longevity	8,235.00		8,235.00	7,175.00			87.13	1,060.00
200-5143-50-02	Cell Phone Allowance	1,440.00		1,440.00	1,140.00	180.00		79.17	300.00
200-5145-50-02	Social Security Expe	99,338.00		99,338.00	42,775.38	6,256.61		43.06	56,562.62
200-5150-50-02	Medicare Expense	23,420.00		23,420.00	10,067.84	1,463.23		42.99	13,352.16

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5155-50-02	SUTA Expense	4,536.00		4,536.00	556.69	10.53		12.27	3,979.31
200-5160-50-02	Health Insurance	276,696.00		276,696.00	94,592.11	15,225.55		34.19	182,103.89
200-5162-50-02	HSA Expense	24,150.00		24,150.00	20,375.00	2,937.50		84.37	3,775.00
200-5165-50-02	Dental Insurance	11,280.00		11,280.00	4,510.52	700.88		39.99	6,769.48
200-5170-50-02	Life Insurance/AD&D	3,134.00		3,134.00	1,283.00	178.98		40.94	1,851.00
200-5175-50-02	Liability (TML)/Work	37,440.00		37,440.00	17,708.50	2,601.89		47.30	19,731.50
200-5180-50-02	TMRS Expense	229,905.00		229,905.00	103,038.20	15,305.25		44.82	126,866.80
200-5185-50-02	Long/Short Term Disa	2,895.00		2,895.00	1,236.66	199.06		42.72	1,658.34
200-5186-50-02	WELLE-Wellness Prog	6,600.00		6,600.00	2,885.64	389.76		43.72	3,714.36
	Subtotal object - 05	2,357,194.00	19,651.00	2,376,845.00	1,032,772.90	152,464.80		43.45	1,344,072.10
200-5210-50-02	Office Supplies	2,900.00		2,900.00	5,139.81	647.93		177.24	(2,239.81)
200-5212-50-02	Building Supplies	3,800.00		3,800.00	1,962.80	1,011.96		51.65	1,837.20
200-5220-50-02	Office Equipment	6,510.00		6,510.00	4,028.10			61.88	2,481.90
200-5230-50-02	Dues,Fees,& Subscrip	26,000.00		26,000.00	30,638.48	310.74		117.84	(4,638.48)
200-5240-50-02	Postage and Delivery	400.00		400.00	459.94	10.07		114.99	(59.94)
200-5260-50-02	Advertising	240.00		240.00				-	240.00
200-5280-50-02	Printing and Reprodu	400.00		400.00	785.33	461.87		196.33	(385.33)
200-5290-50-02	Other Charges and Se	354.00		354.00				-	354.00
	Subtotal object - 05	40,604.00		40,604.00	43,014.46	2,442.57		105.94	(2,410.46)
200-5310-50-02	Rental Expense	15,000.00		15,000.00	12,622.46	1,803.63		84.15	2,377.54
200-5320-50-02	Repairs & Maintenanc	1,300.00		1,300.00				-	1,300.00
200-5330-50-02	Copier Expense	1,000.00		1,000.00	1,125.67	1,125.66		112.57	(125.67)
200-5340-50-02	Building Repairs	5,000.00		5,000.00	6,277.41	135.87		125.55	(1,277.41)
200-5350-50-02	Vehicle Expense	24,632.00		24,632.00	15,959.37	3,719.47		64.79	8,672.63
200-5351-50-02	Equipment Expense/Re	11,700.00		11,700.00	9,979.56	1,976.21		85.30	1,720.44
200-5352-50-02	Fuel	30,500.00		30,500.00	20,030.95	9,152.32		65.68	10,469.05
200-5353-50-02	Oil/Grease/Inspectio	800.00		800.00				-	800.00
	Subtotal object - 05	89,932.00		89,932.00	65,995.42	17,913.16		73.38	23,936.58
200-5400-50-02	Uniform Expense	21,550.00		21,550.00	12,668.87	4,084.18		58.79	8,881.13
200-5410-50-02	Professional Service	80,000.00	35,860.00	115,860.00	55,277.33	15,979.85	4,620.00	47.71	55,962.67
200-5418-50-02	IT Fees				378.00			-	(378.00)
200-5419-50-02	IT Licenses	55,470.00		55,470.00	25,660.00			46.26	29,810.00
200-5430-50-02	Legal Fees	1,000.00		1,000.00	2,168.94			216.89	(1,168.94)
200-5475-50-02	Credit Card Fees	2,500.00		2,500.00	3,795.20	723.04		151.81	(1,295.20)
200-5480-50-02	Contracted Services	89,000.00	57,520.00	146,520.00	128,506.85	25,403.25		87.71	18,013.15
	Subtotal object - 05	249,520.00	93,380.00	342,900.00	228,455.19	46,190.32	4,620.00	66.62	109,824.81
200-5520-50-02	Telephones	9,240.00		9,240.00	4,713.25			51.01	4,526.75
200-5523-50-02	Water/Sewer Charges	4,000.00		4,000.00	3,247.52	497.77		81.19	752.48
200-5524-50-02	Gas	2,000.00		2,000.00				-	2,000.00
200-5525-50-02	Electricity	363,058.00		363,058.00	204,236.45	31,400.79		56.25	158,821.55
200-5526-50-02	Data Network	12,960.00		12,960.00	9,478.03	100.00		73.13	3,481.97
200-5530-50-02	Travel	460.00		460.00	737.62	325.96		160.35	(277.62)
200-5533-50-02	Mileage Expense	100.00		100.00	68.43			68.43	31.57
200-5536-50-02	Training/Seminars	31,745.00		31,745.00	18,654.01	6,180.00		58.76	13,090.99
200-5540-50-02	Water Testing	13,300.00		13,300.00	864.42	436.58		6.50	12,435.58
200-5545-50-02	Meter Purchases	739,300.00	(102,800.00)	636,500.00	39,238.41	17,671.52	132,739.00	6.17	464,522.59
200-5550-50-02	Water Purchases	7,701,317.00		7,701,317.00	4,175,071.56	1,192,878.00		54.21	3,526,245.44
	Subtotal object - 05	8,877,480.00	(102,800.00)	8,774,680.00	4,456,309.70	1,249,490.62	132,739.00	50.79	4,185,631.30
200-5600-50-02	Special Events	8,000.00		8,000.00	1,729.08			21.61	6,270.92
200-5620-50-02	Tools & Equipment	14,750.00	6,250.00	21,000.00	22,210.93	14,435.19	2,450.00	105.77	(3,660.93)
200-5630-50-02	Safety Equipment	17,500.00		17,500.00	4,268.25	3,393.69		24.39	13,231.75

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5640-50-02	Signs & Hardware	250.00		250.00				-	250.00
200-5650-50-02	Maintenance Material	30,000.00		30,000.00	3,600.45	1,199.01	32,500.00	12.00	(6,100.45)
200-5660-50-02	Chemical Supplies	21,000.00		21,000.00	15,922.87	1,219.57		75.82	5,077.13
200-5670-50-02	System Improvements	80,000.00	89,640.28	169,640.28	162,489.94	33,206.29		95.79	7,150.34
200-5680-50-02	Lift Station Expense					(2,883.02)		-	
	Subtotal object - 05	171,500.00	95,890.28	267,390.28	210,221.52	50,570.73	34,950.00	78.62	22,218.76
200-5970-50-02	VERF Charges for Ser	136,372.00		136,372.00	79,550.31	11,364.33		58.33	56,821.69
	Subtotal object - 05	136,372.00		136,372.00	79,550.31	11,364.33		58.33	56,821.69
200-6110-50-02	Capital Expenditure		24,917.00	24,917.00	24,917.00			100.00	
200-6140-50-02	Capital Expense-Equi		22,859.72	22,859.72	1,533.00	1,533.00	8,177.44	6.71	13,149.28
200-6160-50-02	Capital Expense-Vehi	64,038.00		64,038.00			71,399.00	-	(7,361.00)
	Subtotal object - 06	64,038.00	47,776.72	111,814.72	26,450.00	1,533.00	79,576.44	23.66	5,788.28
200-7147-50-02	Transfer to GF	723,084.00		723,084.00	421,799.00	60,257.00		58.33	301,285.00
	Subtotal object - 07	723,084.00		723,084.00	421,799.00	60,257.00		58.33	301,285.00
Program number: 2	**WATER**	**12,709,724.00**	**153,898.00**	**12,863,622.00**	**6,564,568.50**	**1,592,226.53**	**251,885.44**	**51.03**	**6,047,168.06**
Program number: 3	**WASTEWATER**								
200-5110-50-03	Salaries & Wages	711,555.00	19,549.00	731,104.00	315,291.26	42,875.74		43.13	415,812.74
200-5115-50-03	Salaries - Overtime	34,500.00		34,500.00	27,848.91	7,482.91		80.72	6,651.09
200-5126-50-03	Salaries-Vacation Bu	3,388.00		3,388.00	913.41			26.96	2,474.59
200-5140-50-03	Salaries - Longevity	2,300.00		2,300.00	1,210.00			52.61	1,090.00
200-5143-50-03	Cell Phone Allowance				60.00			-	(60.00)
200-5145-50-03	Social Security Expe	46,373.00		46,373.00	20,619.37	3,004.63		44.46	25,753.63
200-5150-50-03	Medicare Expense	10,846.00		10,846.00	4,822.27	702.72		44.46	6,023.73
200-5155-50-03	SUTA Expense	2,592.00		2,592.00	553.22			21.34	2,038.78
200-5160-50-03	Health Insurance	163,968.00		163,968.00	50,720.82	7,656.92		30.93	113,247.18
200-5162-50-03	HSA Expense	13,950.00		13,950.00	10,750.00			77.06	3,200.00
200-5165-50-03	Dental Insurance	6,563.00		6,563.00	2,267.00	338.16		34.54	4,296.00
200-5170-50-03	Life Insurance/AD&D	1,736.00		1,736.00	739.93	94.56		42.62	996.07
200-5175-50-03	Liability (TML)/Work	17,839.00		17,839.00	8,496.56	1,202.94		47.63	9,342.44
200-5180-50-03	TMRS Expense	106,582.00		106,582.00	48,543.35	7,192.51		45.55	58,038.65
200-5185-50-03	Long/Short Term Disa	1,352.00		1,352.00	567.55	85.21		41.98	784.45
200-5186-50-03	WELLE-Wellness Prog	2,400.00		2,400.00	773.74	115.00		32.24	1,626.26
	Subtotal object - 05	1,125,944.00	19,549.00	1,145,493.00	494,177.39	70,751.30		43.14	651,315.61
200-5210-50-03	Office Supplies	2,500.00		2,500.00	115.81	115.81		4.63	2,384.19
200-5212-50-03	Building Supplies	1,400.00		1,400.00	125.50	19.90		8.96	1,274.50
200-5220-50-03	Office Equipment	3,005.00		3,005.00	2,309.42			76.85	695.58
200-5230-50-03	Dues,Fees,& Subscrip	19,800.00		19,800.00	1,317.50	111.00		6.65	18,482.50
200-5240-50-03	Postage and Delivery	100.00		100.00	136.69			136.69	(36.69)
200-5280-50-03	Printing and Reprodu	300.00		300.00				-	300.00
	Subtotal object - 05	27,105.00		27,105.00	4,004.92	246.71		14.78	23,100.08
200-5310-50-03	Rental Expense	31,002.00		31,002.00				-	31,002.00
200-5340-50-03	Building Repairs	1,200.00		1,200.00				-	1,200.00
200-5350-50-03	Vehicle Expense	17,876.00		17,876.00	7,375.70	636.19		41.26	10,500.30
200-5351-50-03	Equipment Expense/Re	15,000.00		15,000.00	18,568.14	4,247.42	2,910.00	123.79	(6,478.14)
200-5352-50-03	Fuel	17,000.00		17,000.00	9,400.30	2,786.40		55.30	7,599.70
200-5353-50-03	Oil/Grease/Inspectio	300.00		300.00	65.50			21.83	234.50
	Subtotal object - 05	82,378.00		82,378.00	35,409.64	7,670.01	2,910.00	42.98	44,058.36
200-5400-50-03	Uniform Expense	13,800.00		13,800.00	7,539.66	2,576.35		54.64	6,260.34
200-5419-50-03	IT Licenses	17,455.00		17,455.00				-	17,455.00
200-5430-50-03	Legal Fees	300.00		300.00	76.00	76.00		25.33	224.00
200-5480-50-03	Contracted Services	295,700.00	5,550.00	301,250.00	15,290.00	70.00	8,808.00	5.08	277,152.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	327,255.00	5,550.00	332,805.00	22,905.66	2,722.35	8,808.00	6.88	301,091.34
200-5520-50-03	Telephones	3,120.00		3,120.00	1,326.48			42.52	1,793.52
200-5523-50-03	Water/Sewer Charges	1,000.00		1,000.00	658.87	144.06		65.89	341.13
200-5524-50-03	Gas	2,000.00		2,000.00	1,699.99			85.00	300.01
200-5525-50-03	Electricity	50,600.00		50,600.00	24,475.05	6,480.62		48.37	26,124.95
200-5526-50-03	Data Network	1,680.00		1,680.00	189.95			11.31	1,490.05
200-5530-50-03	Travel	200.00		200.00	60.92			30.46	139.08
200-5533-50-03	Mileage Expense	100.00		100.00				-	100.00
200-5536-50-03	Training/Seminars	15,175.00		15,175.00	7,974.92	455.00		52.55	7,200.08
200-5560-50-03	Sewer Management Fee	3,612,901.00	(15,248.32)	3,597,652.68	2,154,512.97	374,218.28		59.89	1,443,139.71
	Subtotal object - 05	3,686,776.00	(15,248.32)	3,671,527.68	2,190,899.15	381,297.96		59.67	1,480,628.53
200-5600-50-03	SPECIAL EVENTS	5,000.00		5,000.00				-	5,000.00
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	4,609.94	3,447.89		51.22	4,390.06
200-5630-50-03	Safety Equipment	12,000.00		12,000.00	2,317.34	2,317.34		19.31	9,682.66
200-5650-50-03	Maintenance Material	10,000.00		10,000.00	2,629.22	2,629.22		26.29	7,370.78
200-5660-50-03	Chemical Supplies	376,380.00	38,371.48	414,751.48	234,946.97	87,584.67	21,617.71	56.65	158,186.80
200-5670-50-03	System Improvements	126,500.00	109,237.00	235,737.00	120,375.72	3,407.12	600.00	51.06	114,761.28
200-5680-50-03	Lift Station Expense	123,100.00	7,629.25	130,729.25	17,635.80	2,883.02	38,716.02	13.49	74,377.43
	Subtotal object - 05	661,980.00	155,237.73	817,217.73	382,514.99	102,269.26	60,933.73	46.81	373,769.01
200-5970-50-03	VERF Charges for Ser	96,710.00		96,710.00	56,414.19	8,059.17		58.33	40,295.81
	Subtotal object - 05	96,710.00		96,710.00	56,414.19	8,059.17		58.33	40,295.81
200-6110-50-03	CAPITAL EXPENDITURE		15,248.32	15,248.32				-	15,248.32
200-6140-50-03	Capital Expense-Equi						15,248.32	-	(15,248.32)
200-6160-50-03	Capital Expense-Vehi	34,982.00		34,982.00			34,762.00	-	220.00
	Subtotal object - 06	34,982.00	15,248.32	50,230.32			50,010.32	-	220.00
200-7147-50-03	Transfer to GF	234,899.00		234,899.00	137,024.44	19,574.92		58.33	97,874.56
	Subtotal object - 07	234,899.00		234,899.00	137,024.44	19,574.92		58.33	97,874.56
Program number: 3	**WASTEWATER**	**6,278,029.00**	**180,336.73**	**6,458,365.73**	**3,323,350.38**	**592,591.68**	**122,662.05**	**51.46**	**3,012,353.30**
Program number: 98	**CONSTRUCTION INSPECTIONS**								
200-5110-50-98	Salaries & Wages	225,573.00	1,082.00	226,655.00	134,559.50	18,311.10		59.37	92,095.50
200-5115-50-98	Salaries - Overtime	15,000.00		15,000.00	2,829.02			18.86	12,170.98
200-5140-50-98	Salaries - Longevity	930.00		930.00	825.00			88.71	105.00
200-5145-50-98	Social Security Expe	14,974.00		14,974.00	7,851.86	1,029.63		52.44	7,122.14
200-5150-50-98	Medicare Expense	3,502.00		3,502.00	1,836.32	240.79		52.44	1,665.68
200-5155-50-98	SUTA Expense	648.00		648.00	171.13			26.41	476.87
200-5160-50-98	Health Insurance	40,992.00		40,992.00	23,192.82	3,336.66		56.58	17,799.18
200-5162-50-98	HSA Expense				3,000.00			-	(3,000.00)
200-5165-50-98	Dental Insurance	1,728.00		1,728.00	986.58	142.02		57.09	741.42
200-5170-50-98	Life Insurance/ADD	451.00		451.00	241.64	31.52		53.58	209.36
200-5175-50-98	Liability (TML)/Work	4,249.00		4,249.00	1,837.89	242.17		43.26	2,411.11
200-5180-50-98	TMRS Expense	34,415.00		34,415.00	19,438.77	2,618.59		56.48	14,976.23
200-5185-50-98	Long/Short Term Disa	429.00		429.00	251.37	38.45		58.59	177.63
200-5186-50-98	WELLE-Wellness Prog	1,200.00		1,200.00	572.48	65.00		47.71	627.52
	Subtotal object - 05	344,091.00	1,082.00	345,173.00	197,594.38	26,055.93		57.25	147,578.62
200-5210-50-98	Office Supplies	600.00		600.00	73.89			12.32	526.11
200-5230-50-98	Dues, Fees, & Subscr	400.00		400.00				-	400.00
200-5280-50-98	Printing and Reprodu	200.00		200.00				-	200.00
200-5290-50-98	Other Charges and Se	120.00		120.00				-	120.00
	Subtotal object - 05	1,320.00		1,320.00	73.89			5.60	1,246.11
200-5330-50-98	Copier Expense	500.00		500.00				-	500.00
200-5350-50-98	Vehicle Expense	5,000.00		5,000.00	4,781.30	195.84		95.63	218.70

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5352-50-98	Fuel	5,600.00		5,600.00	3,874.74	1,584.71		69.19	1,725.26
	Subtotal object - 05	11,100.00		11,100.00	8,656.04	1,780.55		77.98	2,443.96
200-5400-50-98	Uniform Expense	3,200.00		3,200.00	1,201.08			37.53	1,998.92
200-5480-50-98	Contracted Services	25,000.00		25,000.00				-	25,000.00
	Subtotal object - 05	28,200.00		28,200.00	1,201.08			4.26	26,998.92
200-5520-50-98	Telephones	1,300.00		1,300.00	828.41			63.72	471.59
200-5526-50-98	Data Network	1,200.00		1,200.00	723.82			60.32	476.18
200-5536-50-98	Training/Seminars	1,500.00		1,500.00	1,651.12	895.00		110.08	(151.12)
	Subtotal object - 05	4,000.00		4,000.00	3,203.35	895.00		80.08	796.65
200-5620-50-98	Tools & Equipment	1,500.00		1,500.00	255.64	63.84		17.04	1,244.36
200-5630-50-98	Safety Equipment	2,000.00		2,000.00	714.98			35.75	1,285.02
	Subtotal object - 05	3,500.00		3,500.00	970.62	63.84		27.73	2,529.38
200-5930-50-98	Damage Claims Expens				1,000.00			-	(1,000.00)
200-5970-50-98	VERF Charges for Ser	16,227.00		16,227.00	9,465.75	1,352.25		58.33	6,761.25
	Subtotal object - 05	16,227.00		16,227.00	10,465.75	1,352.25		64.50	5,761.25
200-6610-50-98	CONSTRUCTION	4,000,000.00		4,000,000.00				-	4,000,000.00
	Subtotal object - 06	4,000,000.00		4,000,000.00				-	4,000,000.00
Program number: 98	**CONSTRUCTION INSPECTIONS**	**4,408,438.00**	**1,082.00**	**4,409,520.00**	**222,165.11**	**30,147.57**		**5.04**	**4,187,354.89**
Department number: 50	**PUBLIC WORKS**	**23,396,191.00**	**335,316.73**	**23,731,507.73**	**10,110,083.99**	**2,214,965.78**	**374,547.49**	**42.60**	**13,246,876.25**
	Expense Subtotal - - - - - -	**30,201,240.00**	**2,975,016.73**	**33,176,256.73**	**16,236,483.56**	**2,476,038.70**	**393,195.91**	**48.94**	**16,546,577.26**
Fund number: 200	**WATER/SEWER**	**(253,605.00)**	**2,975,016.73**	**2,721,411.73**	**1,186,016.21**	**378,244.50**	**393,195.91**	**43.58**	**1,142,199.61**
Fund number: 300	**INTEREST AND SINKING**								
300-4105-10-00	Property Taxes -Deli	(75,000.00)		(75,000.00)	(76,001.85)	691.55		101.34	1,001.85
300-4110-10-00	Property Taxes -Curr	(10,545,466.00)		(10,545,466.00)	(10,395,492.44)	(21,769.51)		98.58	(149,973.56)
300-4115-10-00	Taxes -Penalties				(28,514.43)	(2,672.72)		-	28,514.43
	Subtotal object - 04	(10,620,466.00)		(10,620,466.00)	(10,500,008.72)	(23,750.68)		98.87	(120,457.28)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(10,219.02)	(614.70)		22.71	(34,780.98)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(10,219.02)	(614.70)		22.71	(34,780.98)
300-4995-10-00	Transfer In/Out		(428,581.00)	(428,581.00)	(428,581.00)			100.00	
	Subtotal object - 04		(428,581.00)	(428,581.00)	(428,581.00)			100.00	
Program number:	DEFAULT PROGRAM	(10,665,466.00)	(428,581.00)	(11,094,047.00)	(10,938,808.74)	(24,365.38)		98.60	(155,238.26)
Department number: 10	ADMINISTRATION	(10,665,466.00)	(428,581.00)	(11,094,047.00)	(10,938,808.74)	(24,365.38)		98.60	(155,238.26)
	Revenue Subtotal - - - - - -	**(10,665,466.00)**	**(428,581.00)**	**(11,094,047.00)**	**(10,938,808.74)**	**(24,365.38)**		**98.60**	**(155,238.26)**
Department number: 10	**ADMINISTRATION**								
300-6186-10-00	2013 GO Ref Bond	175,000.00		175,000.00				-	175,000.00
300-6189-10-00	2012 GO TX Bond Paym	2,200,000.00	428,581.00	2,628,581.00	2,590,000.00			98.53	38,581.00
	Subtotal object - 06	2,375,000.00	428,581.00	2,803,581.00	2,590,000.00			92.38	213,581.00
300-6200-10-00	Bond Administrative	20,000.00		20,000.00	600.00			3.00	19,400.00
300-6201-10-00	2014 GO Debt payment	305,000.00		305,000.00				-	305,000.00
300-6203-10-00	2015 GO Debt Payment	1,220,300.00		1,220,300.00	1,220,300.00			100.00	
300-6204-10-00	2015 CO Debt Payment	445,000.00		445,000.00	445,000.00			100.00	
300-6206-10-00	2016 CO Debt Payment	70,000.00		70,000.00	70,000.00			100.00	
300-6207-10-00	2017 CO Bond Payment	70,000.00		70,000.00	70,000.00			100.00	
300-6209-10-00	2018 GO Bond Payment	145,000.00		145,000.00	145,000.00			100.00	
300-6210-10-00	2018 CO Bond Payment	455,000.00		455,000.00	455,000.00			100.00	
300-6211-10-00	2019 CO Debt Payment	381,123.00		381,123.00	381,123.00			100.00	
300-6212-10-00	2019 GO Debt Payment	155,000.00		155,000.00	155,000.00			100.00	
300-6213-10-00	2020 CO Debt Payment	245,000.00		245,000.00	245,000.00			100.00	
300-6214-10-00	2021 GO Debt Payment	1,770,000.00		1,770,000.00	1,925,000.00			108.76	(155,000.00)
300-6215-10-00	2021 CO Debt Payment	255,000.00		255,000.00	310,000.00			121.57	(55,000.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
300-6299-10-00	Bond Interest Expens	4,741,048.00		4,741,048.00	2,238,971.51			47.23	2,502,076.49
	Subtotal object - 06	**10,277,471.00**		**10,277,471.00**	**7,660,994.51**			**74.54**	**2,616,476.49**
Program number:	**DEFAULT PROGRAM**	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,250,994.51**			**78.37**	**2,830,057.49**
Department number: 10	**ADMINISTRATION**	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,250,994.51**			**78.37**	**2,830,057.49**
	Expense Subtotal - - - - - -	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,250,994.51**			**78.37**	**2,830,057.49**
Fund number: 300	**INTEREST AND SINKING**	**1,987,005.00**		**1,987,005.00**	**(687,814.23)**	**(24,365.38)**		**(34.62)**	**2,674,819.23**
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**								
410-4100-10-99	Charges for Services	(1,170,198.00)		(1,170,198.00)	(682,615.43)	(97,516.49)		58.33	(487,582.57)
	Subtotal object - 04	(1,170,198.00)		(1,170,198.00)	(682,615.43)	(97,516.49)		58.33	(487,582.57)
410-4610-10-99	Interest	(20,000.00)		(20,000.00)	(8,156.34)	(751.44)		40.78	(11,843.66)
	Subtotal object - 04	(20,000.00)		(20,000.00)	(8,156.34)	(751.44)		40.78	(11,843.66)
410-4910-10-99	Other Reimbursements	(136,500.00)		(136,500.00)				-	(136,500.00)
	Subtotal object - 04	(136,500.00)		(136,500.00)				-	(136,500.00)
Program number: 99	NON-DEPARTMENTAL	(1,326,698.00)		(1,326,698.00)	(690,771.77)	(98,267.93)		52.07	(635,926.23)
Department number: 10	ADMINISTRATION	(1,326,698.00)		(1,326,698.00)	(690,771.77)	(98,267.93)		52.07	(635,926.23)
	Revenue Subtotal - - - - - -	**(1,326,698.00)**		**(1,326,698.00)**	**(690,771.77)**	**(98,267.93)**		**52.07**	**(635,926.23)**
410-5220-10-02	Office Equipment	3,200.00		3,200.00	3,122.65	122.19		97.58	77.35
	Subtotal object - 05	3,200.00		3,200.00	3,122.65	122.19		97.58	77.35
Program number: 2	TOWN SECRETARY	3,200.00		3,200.00	3,122.65	122.19		97.58	77.35
410-5220-10-03	Office Equipment	5,240.00		5,240.00	2,988.78			57.04	2,251.22
	Subtotal object - 05	5,240.00		5,240.00	2,988.78			57.04	2,251.22
Program number: 3	FINANCE	5,240.00		5,240.00	2,988.78			57.04	2,251.22
410-5220-10-04	Office Equipment	4,800.00		4,800.00	3,992.98			83.19	807.02
	Subtotal object - 05	4,800.00		4,800.00	3,992.98			83.19	807.02
Program number: 4	HUMAN RESOURCES	4,800.00		4,800.00	3,992.98			83.19	807.02
410-5220-10-05	Office Equipment	17,200.00		17,200.00	1,494.39			8.69	15,705.61
	Subtotal object - 05	17,200.00		17,200.00	1,494.39			8.69	15,705.61
410-6125-10-05	Capital-Equipment (T	68,000.00		68,000.00	67,466.60	65,221.10		99.22	533.40
	Subtotal object - 06	68,000.00		68,000.00	67,466.60	65,221.10		99.22	533.40
Program number: 5	IT	85,200.00		85,200.00	68,960.99	65,221.10		80.94	16,239.01
410-5220-10-06	Office Equipment	2,200.00		2,200.00	1,494.39			67.93	705.61
	Subtotal object - 05	2,200.00		2,200.00	1,494.39			67.93	705.61
Program number: 6	COMMUNICATIONS	2,200.00		2,200.00	1,494.39			67.93	705.61
410-5220-10-07	Office Equipment	3,040.00		3,040.00	1,494.39			49.16	1,545.61
	Subtotal object - 05	3,040.00		3,040.00	1,494.39			49.16	1,545.61
Program number: 7	MUNICIPAL COURT	3,040.00		3,040.00	1,494.39			49.16	1,545.61
410-5220-10-08	Office Equipment	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
	Subtotal object - 05	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
Program number: 8	UTILITY BILLING	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
Department number: 10	ADMINISTRATION	108,520.00		108,520.00	82,460.80	65,343.29	2,582.16	75.99	23,477.04
410-5220-20-01	Office Equipment	34,900.00		34,900.00	28,429.49	(7,434.23)	22,600.11	81.46	(16,129.60)
	Subtotal object - 05	34,900.00		34,900.00	28,429.49	(7,434.23)	22,600.11	81.46	(16,129.60)
410-5350-20-01	Vehicle Expense		800.00	800.00			800.00	-	
	Subtotal object - 05		800.00	800.00			800.00	-	
410-6160-20-01	Capital-Vehicles	224,000.00		224,000.00			244,796.00	-	(20,796.00)
	Subtotal object - 06	224,000.00		224,000.00			244,796.00	-	(20,796.00)
Program number: 1	OPERATIONS	258,900.00	800.00	259,700.00	28,429.49	(7,434.23)	268,196.11	10.95	(36,925.60)
Department number: 20	POLICE	258,900.00	800.00	259,700.00	28,429.49	(7,434.23)	268,196.11	10.95	(36,925.60)
410-5220-30-01	Office Equipment	38,700.00		38,700.00	35,332.96	16,813.80	24,592.28	91.30	(21,225.24)
	Subtotal object - 05	38,700.00		38,700.00	35,332.96	16,813.80	24,592.28	91.30	(21,225.24)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
410-6160-30-01	Capital-Vehicles		289,642.00	289,642.00	289,642.00			100.00	
	Subtotal object - 06		289,642.00	289,642.00	289,642.00			100.00	
Program number: 1	OPERATIONS	38,700.00	289,642.00	328,342.00	324,974.96	16,813.80	24,592.28	98.98	(21,225.24)
410-5220-30-05	Office Equipment	3,200.00		3,200.00				-	3,200.00
	Subtotal object - 05	3,200.00		3,200.00				-	3,200.00
Program number: 5	MARSHAL	3,200.00		3,200.00				-	3,200.00
Department number: 30	FIRE	41,900.00	289,642.00	331,542.00	324,974.96	16,813.80	24,592.28	98.02	(18,025.24)
410-5220-40-01	Office Equipment	19,580.00		19,580.00	16,712.82			85.36	2,867.18
	Subtotal object - 05	19,580.00		19,580.00	16,712.82			85.36	2,867.18
410-6160-40-01	Capital-Vehicles	25,148.00		25,148.00			30,446.00	-	(5,298.00)
	Subtotal object - 06	25,148.00		25,148.00			30,446.00	-	(5,298.00)
Program number: 1	INSPECTIONS	44,728.00		44,728.00	16,712.82		30,446.00	37.37	(2,430.82)
410-5220-40-03	Office Equipment	5,460.00		5,460.00	1,494.39			27.37	3,965.61
	Subtotal object - 05	5,460.00		5,460.00	1,494.39			27.37	3,965.61
Program number: 3	PLANNING	5,460.00		5,460.00	1,494.39			27.37	3,965.61
Department number: 40	DEVELOPMENT SERVICES	50,188.00		50,188.00	18,207.21		30,446.00	36.28	1,534.79
410-5220-50-02	Office Equipment	27,500.00		27,500.00	6,901.31	683.52		25.10	20,598.69
	Subtotal object - 05	27,500.00		27,500.00	6,901.31	683.52		25.10	20,598.69
410-6140-50-02	Capital-Equipment	29,300.00		29,300.00				-	29,300.00
410-6160-50-02	Capital-Vehicles		51,975.50	51,975.50	51,365.10			98.83	610.40
	Subtotal object - 06	29,300.00	51,975.50	81,275.50	51,365.10			63.20	29,910.40
Program number: 2	WATER	56,800.00	51,975.50	108,775.50	58,266.41	683.52		53.57	50,509.09
410-5220-50-03	Office Equipment	2,200.00		2,200.00	9,240.87		1,291.08	420.04	(8,331.95)
	Subtotal object - 05	2,200.00		2,200.00	9,240.87		1,291.08	420.04	(8,331.95)
410-6140-50-03	Capital-Equipment	4,000.00		4,000.00				-	4,000.00
410-6160-50-03	Capital-Vehicles		51,975.50	51,975.50	51,440.10		535.40	98.97	
	Subtotal object - 06	4,000.00	51,975.50	55,975.50	51,440.10		535.40	91.90	4,000.00
Program number: 3	WASTEWATER	6,200.00	51,975.50	58,175.50	60,680.97		1,826.48	104.31	(4,331.95)
Department number: 50	PUBLIC WORKS	63,000.00	103,951.00	166,951.00	118,947.38	683.52	1,826.48	71.25	46,177.14
410-5220-60-01	Office Equipment	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
	Subtotal object - 05	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
Program number: 1	PARK ADMINISTRATION	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
410-6160-60-02	Capital-vehicles	65,500.00		65,500.00			54,011.90	-	11,488.10
	Subtotal object - 06	65,500.00		65,500.00			54,011.90	-	11,488.10
Program number: 2	PARK OPERATIONS	65,500.00		65,500.00			54,011.90	-	11,488.10
410-5220-60-05	Office Equipment	4,600.00		4,600.00	3,490.88			75.89	1,109.12
	Subtotal object - 05	4,600.00		4,600.00	3,490.88			75.89	1,109.12
Program number: 5	LIBRARY	4,600.00		4,600.00	3,490.88			75.89	1,109.12
Department number: 60	COMMUNITY SERVICES	73,300.00		73,300.00	4,985.27		54,804.93	6.80	13,509.80
410-5220-98-01	Office Equipment	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
	Subtotal object - 05	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
Program number: 1	ENGINEERING	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
410-5220-98-02	Office Equipment	2,400.00		2,400.00				-	2,400.00
	Subtotal object - 05	2,400.00		2,400.00				-	2,400.00
410-6160-98-02	Capital-vehicles	37,500.00		37,500.00			39,134.55	-	(1,634.55)
	Subtotal object - 06	37,500.00		37,500.00			39,134.55	-	(1,634.55)
Program number: 2	STORM DRAINAGE	39,900.00		39,900.00			39,134.55	-	765.45
Department number: 98	ENGINEERING	45,340.00		45,340.00	8,476.15		39,134.55	18.70	(2,270.70)
	Expense Subtotal - - - - - -	**641,148.00**	**394,393.00**	**1,035,541.00**	**586,481.26**	**75,406.38**	**421,582.51**	**56.64**	**27,477.23**
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**	**(685,550.00)**	**394,393.00**	**(291,157.00)**	**(104,290.51)**	**(22,861.55)**	**421,582.51**	**35.82**	**(608,449.00)**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**								

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-4002-98-01	Drainage Review Fee				(928.00)	(928.00)		-	928.00
	Subtotal object - 04				(928.00)	(928.00)		-	928.00
Program number: 1	ADMINISTRATION				(928.00)	(928.00)		-	928.00
450-4001-98-02	Storm Drainage Utili	(758,100.00)		(758,100.00)	(459,497.63)	(67,365.61)		60.61	(298,602.37)
450-4002-98-02	Drainage Review Fee	(3,000.00)		(3,000.00)	(1,500.00)	(572.00)		50.00	(1,500.00)
	Subtotal object - 04	(761,100.00)		(761,100.00)	(460,997.63)	(67,937.61)		60.57	(300,102.37)
450-4610-98-02	Interest Storm Utili	(2,200.00)		(2,200.00)	(1,260.40)	(51.70)		57.29	(939.60)
	Subtotal object - 04	(2,200.00)		(2,200.00)	(1,260.40)	(51.70)		57.29	(939.60)
450-4995-98-02	Transfer In		(531,449.00)	(531,449.00)	(531,449.00)			100.00	
	Subtotal object - 04		(531,449.00)	(531,449.00)	(531,449.00)			100.00	
Program number: 2	STORM DRAINAGE	(763,300.00)	(531,449.00)	(1,294,749.00)	(993,707.03)	(67,989.31)		76.75	(301,041.97)
Department number: 98	ENGINEERING	(763,300.00)	(531,449.00)	(1,294,749.00)	(994,635.03)	(68,917.31)		76.82	(300,113.97)
	Revenue Subtotal - - - - - -	**(763,300.00)**	**(531,449.00)**	**(1,294,749.00)**	**(994,635.03)**	**(68,917.31)**		**76.82**	**(300,113.97)**
450-5110-98-01	Salaries	80,825.00	505.00	81,330.00	44,639.22	6,404.34		54.89	36,690.78
450-5140-98-01	Salaries-Longevity P	210.00		210.00	210.00			100.00	
450-5145-98-01	Social Security Expe	5,025.00		5,025.00	2,760.22	393.88		54.93	2,264.78
450-5150-98-01	Medicare Expense	1,175.00		1,175.00	645.54	92.12		54.94	529.46
450-5155-98-01	SUTA Expense	162.00		162.00	9.00			5.56	153.00
450-5160-98-01	Health Insurance	10,248.00		10,248.00	3,191.04	494.66		31.14	7,056.96
450-5165-98-01	Dental Expense	432.00		432.00	210.60	32.40		48.75	221.40
450-5170-98-01	Life Insurance/AD&D	113.00		113.00	55.72	7.88		49.31	57.28
450-5175-98-01	Liability (TML) Work	2,010.00		2,010.00	1,130.18	160.07		56.23	879.82
450-5180-98-01	TMRS Expense	11,548.00		11,548.00	6,338.12	919.74		54.89	5,209.88
450-5185-98-01	Long/Short Term Disa	154.00		154.00	83.84	13.45		54.44	70.16
450-5186-98-01	WELLE-Wellness Prog	600.00		600.00	325.00	50.00		54.17	275.00
	Subtotal object - 05	112,502.00	505.00	113,007.00	59,598.48	8,568.54		52.74	53,408.52
450-5210-98-01	Office Supplies	100.00		100.00	69.80	69.80		69.80	30.20
450-5230-98-01	Dues, Fees, & Subscr	1,000.00		1,000.00	202.51	202.51		20.25	797.49
450-5240-98-01	Postage and Delivery				16.52	16.52		-	(16.52)
450-5280-98-01	Printing and Reprodu	540.00		540.00				-	540.00
	Subtotal object - 05	1,640.00		1,640.00	288.83	288.83		17.61	1,351.17
450-5310-98-01	Rental Expense	1,100.00		1,100.00				-	1,100.00
450-5350-98-01	Vehicle Expense	700.00		700.00	502.88	502.88		71.84	197.12
450-5351-98-01	Equipment Expense/Re	500.00		500.00				-	500.00
450-5352-98-01	Fuel	700.00		700.00	502.72	502.72		71.82	197.28
450-5353-98-01	Oil/Grease/Inspectio	50.00		50.00				-	50.00
	Subtotal object - 05	3,050.00		3,050.00	1,005.60	1,005.60		32.97	2,044.40
450-5400-98-01	Uniforms	700.00		700.00	207.00	207.00		29.57	493.00
450-5410-98-01	Professional Service	500.00	50,000.00	50,500.00			50,000.00	-	500.00
450-5430-98-01	Legal Fees	500.00		500.00	95.00	95.00		19.00	405.00
450-5490-98-01	Drainage Review Expe	6,000.00		6,000.00	3,337.19	3,337.19		55.62	2,662.81
	Subtotal object - 05	7,700.00	50,000.00	57,700.00	3,639.19	3,639.19	50,000.00	6.31	4,060.81
450-5520-98-01	Telephones	400.00		400.00	241.00	241.00		60.25	159.00
450-5526-98-01	Data Network	230.00		230.00	189.97	189.97		82.60	40.03
450-5530-98-01	Travel/Lodging/Meals	450.00		450.00				-	450.00
450-5533-98-01	Mileage Expense	100.00		100.00				-	100.00
450-5536-98-01	Training/Seminars	1,700.00		1,700.00	181.15	181.15		10.66	1,518.85
	Subtotal object - 05	2,880.00		2,880.00	612.12	612.12		21.25	2,267.88
450-5620-98-01	Tools & Equipment	200.00		200.00	552.96	552.96		276.48	(352.96)
450-5630-98-01	Safety Equipment	200.00		200.00				-	200.00
450-5640-98-01	Signs & Hardware	200.00		200.00				-	200.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	600.00		600.00	552.96	552.96		92.16	47.04
450-5970-98-01	VERF Charges for Ser				1,105.44	1,105.44		-	(1,105.44)
	Subtotal object - 05				1,105.44	1,105.44		-	(1,105.44)
Program number: 1	**ADMINISTRATION**	**128,372.00**	**50,505.00**	**178,877.00**	**66,802.62**	**15,772.68**	**50,000.00**	**37.35**	**62,074.38**
450-5110-98-02	Salaries	36,491.00	240.00	36,731.00	15,049.62	3,485.33		40.97	21,681.38
450-5115-98-02	Salaries-Overtime	1,389.00		1,389.00	1,448.19	291.87		104.26	(59.19)
450-5140-98-02	Salaries-Longevity P	60.00		60.00				-	60.00
450-5145-98-02	Social Security Expe	2,265.00		2,265.00	1,003.41	234.85		44.30	1,261.59
450-5150-98-02	Medicare Expense	530.00		530.00	234.67	54.92		44.28	295.33
450-5155-98-02	SUTA Expense	162.00		162.00	10.67	1.67		6.59	151.33
450-5160-98-02	Health Insurance	10,248.00		10,248.00	1,565.73			15.28	8,682.27
450-5162-98-02	HSA Expense	1,500.00		1,500.00	750.00			50.00	750.00
450-5165-98-02	Dental Expense	432.00		432.00	105.10			24.33	326.90
450-5170-98-02	Life Insurance/AD&D	113.00		113.00	29.08			25.74	83.92
450-5175-98-02	Liability (TML) Work	1,480.00		1,480.00	402.09	92.37		27.17	1,077.91
450-5180-98-02	TMRS Expense	5,206.00		5,206.00	2,338.28	538.25		44.92	2,867.72
450-5185-98-02	Long/Short Term Disa	67.00		67.00	23.63			35.27	43.37
450-5186-98-02	WELLE-Wellness Prog				25.00			-	(25.00)
	Subtotal object - 05	59,943.00	240.00	60,183.00	22,985.47	4,699.26		38.19	37,197.53
450-5210-98-02	Office Supplies	50.00		50.00		(69.80)		-	50.00
450-5212-98-02	Building Supplies	200.00		200.00				-	200.00
450-5230-98-02	Dues, Fees, & Subscr					(202.51)		-	
450-5240-98-02	Postage and Delivery				0.53	(15.99)		-	(0.53)
	Subtotal object - 05	250.00		250.00	0.53	(288.30)		0.21	249.47
450-5310-98-02	Rental Expense	3,000.00		3,000.00				-	3,000.00
450-5340-98-02	Building Repairs	200.00		200.00				-	200.00
450-5350-98-02	Vehicle Expense	400.00		400.00		(303.45)		-	400.00
450-5352-98-02	Fuel	500.00		500.00		(389.58)		-	500.00
450-5353-98-02	Oil/Grease/Inspectio	50.00		50.00				-	50.00
	Subtotal object - 05	4,150.00		4,150.00		(693.03)		-	4,150.00
450-5400-98-02	Uniforms	1,400.00		1,400.00		(207.00)		-	1,400.00
450-5410-98-02	Professional Service	50,000.00	(50,000.00)					-	
450-5410-98-02-2003-DR	Prof Svcs Frontier P		63,490.44	63,490.44	32,677.43		30,813.01	51.47	
450-5430-98-02	Legal Fees					(95.00)		-	
450-5490-98-02	Drainage Review Expe					(3,337.19)		-	
	Subtotal object - 05	51,400.00	13,490.44	64,890.44	32,677.43	(3,639.19)	30,813.01	50.36	1,400.00
450-5520-98-02	Telephones	400.00		400.00	174.20	(241.00)		43.55	225.80
450-5526-98-02	Data Network	230.00		230.00		(189.97)		-	230.00
450-5536-98-02	Training/Seminars	800.00		800.00		(181.15)		-	800.00
	Subtotal object - 05	1,430.00		1,430.00	174.20	(612.12)		12.18	1,255.80
450-5620-98-02	Tools & Equipment	800.00		800.00		(552.96)		-	800.00
450-5630-98-02	Safety Equipment	800.00		800.00				-	800.00
450-5650-98-02	Maintenance Material	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	3,600.00		3,600.00		(552.96)		-	3,600.00
450-5970-98-02	VERF Charges for Ser	1,895.00		1,895.00		(947.52)		-	1,895.00
	Subtotal object - 05	1,895.00		1,895.00		(947.52)		-	1,895.00
450-6110-98-02	Capital Expenditure	200,000.00		200,000.00				-	200,000.00
450-6193-98-02	2012 CO Bond Payment	64,600.00	531,449.00	596,049.00	591,600.00			99.25	4,449.00
	Subtotal object - 06	264,600.00	531,449.00	796,049.00	591,600.00			74.32	204,449.00
450-6205-98-02	2016 CO Bond Payment	55,000.00		55,000.00	55,000.00			100.00	
450-6208-98-02	2017 CO Bond Payment	40,000.00		40,000.00	40,000.00			100.00	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-6299-98-02	Bond Interest Expens	93,542.00		93,542.00	49,605.50			53.03	43,936.50
	Subtotal object - 06	188,542.00		188,542.00	144,605.50			76.70	43,936.50
450-7144-98-02	Transfer to Capital	563,323.00		563,323.00	502,271.85	73,297.21		89.16	61,051.15
450-7147-98-02	Transfer to GF	99,834.00		99,834.00	58,236.50	8,319.50		58.33	41,597.50
	Subtotal object - 07	663,157.00		663,157.00	560,508.35	81,616.71		84.52	102,648.65
Program number: 2	STORM DRAINAGE	1,238,967.00	545,179.44	1,784,146.44	1,352,551.48	79,582.85	30,813.01	75.81	400,781.95
Department number: 98	**ENGINEERING**	**1,367,339.00**	**595,684.44**	**1,963,023.44**	**1,419,354.10**	**95,355.53**	**80,813.01**	**72.30**	**462,856.33**
	Expense Subtotal - - - - - -	**1,367,339.00**	**595,684.44**	**1,963,023.44**	**1,419,354.10**	**95,355.53**	**80,813.01**	**72.30**	**462,856.33**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**	**604,039.00**	**64,235.44**	**668,274.44**	**424,719.07**	**26,438.22**	**80,813.01**	**63.56**	**162,742.36**
Fund number: 570	**COURT TECHNOLOGY**								
570-4537-10-00	Court Technology Rev	(7,000.00)		(7,000.00)	(3,535.85)	(607.85)		50.51	(3,464.15)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(3,535.85)	(607.85)		50.51	(3,464.15)
570-4610-10-00	Interest	(100.00)		(100.00)	(26.37)	(1.62)		26.37	(73.63)
	Subtotal object - 04	(100.00)		(100.00)	(26.37)	(1.62)		26.37	(73.63)
Program number:	DEFAULT PROGRAM	(7,100.00)		(7,100.00)	(3,562.22)	(609.47)		50.17	(3,537.78)
Department number: 10	ADMINISTRATION	(7,100.00)		(7,100.00)	(3,562.22)	(609.47)		50.17	(3,537.78)
	Revenue Subtotal - - - - - -	**(7,100.00)**		**(7,100.00)**	**(3,562.22)**	**(609.47)**		**50.17**	**(3,537.78)**
570-5203-10-00	Court Technology Exp		14,664.00	14,664.00	10,687.88			72.89	3,976.12
	Subtotal object - 05		14,664.00	14,664.00	10,687.88			72.89	3,976.12
Program number:	**DEFAULT PROGRAM**		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
Department number: 10	**ADMINISTRATION**		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
	Expense Subtotal - - - - - -		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
Fund number: 570	**COURT TECHNOLOGY**	**(7,100.00)**	**14,664.00**	**7,564.00**	**7,125.66**	**(609.47)**		**94.21**	**438.34**
Fund number: 575	**MUNICIPAL JURY FUND**								
575-4539-10-00	Municipal Jury Reven	(150.00)		(150.00)	(81.10)	(14.60)		54.07	(68.90)
	Subtotal object - 04	(150.00)		(150.00)	(81.10)	(14.60)		54.07	(68.90)
Program number:	DEFAULT PROGRAM	(150.00)		(150.00)	(81.10)	(14.60)		54.07	(68.90)
Department number: 10	ADMINISTRATION	(150.00)		(150.00)	(81.10)	(14.60)		54.07	(68.90)
	Revenue Subtotal - - - - - -	**(150.00)**		**(150.00)**	**(81.10)**	**(14.60)**		**54.07**	**(68.90)**
Fund number: 575	**MUNICIPAL JURY FUND**	**(150.00)**		**(150.00)**	**(81.10)**	**(14.60)**		**54.07**	**(68.90)**
Fund number: 580	**COURT SECURITY**								
580-4536-10-00	Court Security Reven	(8,000.00)		(8,000.00)	(4,192.71)	(733.21)		52.41	(3,807.29)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(4,192.71)	(733.21)		52.41	(3,807.29)
580-4610-10-00	Interest	(125.00)		(125.00)	(68.54)	(6.48)		54.83	(56.46)
	Subtotal object - 04	(125.00)		(125.00)	(68.54)	(6.48)		54.83	(56.46)
Program number:	DEFAULT PROGRAM	(8,125.00)		(8,125.00)	(4,261.25)	(739.69)		52.45	(3,863.75)
Department number: 10	ADMINISTRATION	(8,125.00)		(8,125.00)	(4,261.25)	(739.69)		52.45	(3,863.75)
	Revenue Subtotal - - - - - -	**(8,125.00)**		**(8,125.00)**	**(4,261.25)**	**(739.69)**		**52.45**	**(3,863.75)**
580-5110-10-00	Salaries & Wages Pay	13,176.00		13,176.00				-	13,176.00
580-5145-10-00	Social Security Expe	821.00		821.00				-	821.00
580-5150-10-00	Medicare Expense	192.00		192.00				-	192.00
580-5155-10-00	SUTA expense	162.00		162.00				-	162.00
580-5175-10-00	Workers Comp	325.00		325.00				-	325.00
	Subtotal object - 05	14,676.00		14,676.00				-	14,676.00
580-5230-10-00	Dues, Fees and Subsc	60.00		60.00				-	60.00
	Subtotal object - 05	60.00		60.00				-	60.00
580-5400-10-00	Uniform Expense	1,200.00		1,200.00				-	1,200.00
	Subtotal object - 05	1,200.00		1,200.00				-	1,200.00
580-5536-10-00	Training/Seminars	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				-	1,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number:	**DEFAULT PROGRAM**	**16,936.00**		**16,936.00**				**-**	**16,936.00**
Department number: 10	**ADMINISTRATION**	**16,936.00**		**16,936.00**				**-**	**16,936.00**
	Expense Subtotal - - - - - -	**16,936.00**		**16,936.00**				**-**	**16,936.00**
Fund number: 580	**COURT SECURITY**	**8,811.00**		**8,811.00**	**(4,261.25)**	**(739.69)**		**(48.36)**	**13,072.25**
Fund number: 610	**PARK DEDICATION FEE FUND**								
610-4045-60-00	Park Dedication-Fees	(430,000.00)		(430,000.00)	(97,378.36)			22.65	(332,621.64)
	Subtotal object - 04	(430,000.00)		(430,000.00)	(97,378.36)			22.65	(332,621.64)
610-4610-60-00	Interest Income	(6,000.00)		(6,000.00)	(3,967.85)	(372.38)		66.13	(2,032.15)
	Subtotal object - 04	(6,000.00)		(6,000.00)	(3,967.85)	(372.38)		66.13	(2,032.15)
Program number:	DEFAULT PROGRAM	(436,000.00)		(436,000.00)	(101,346.21)	(372.38)		23.25	(334,653.79)
Department number: 60	PARK DEDICATION	(436,000.00)		(436,000.00)	(101,346.21)	(372.38)		23.25	(334,653.79)
	Revenue Subtotal - - - - - -	**(436,000.00)**		**(436,000.00)**	**(101,346.21)**	**(372.38)**		**23.25**	**(334,653.79)**
610-6410-60-00	LAND ACQUISITION		1,913,800.00	1,913,800.00				-	1,913,800.00
	Subtotal object - 06		1,913,800.00	1,913,800.00				-	1,913,800.00
Program number:	**DEFAULT PROGRAM**		**1,913,800.00**	**1,913,800.00**				**-**	**1,913,800.00**
Department number: 60	**PARK DEDICATION**		**1,913,800.00**	**1,913,800.00**				**-**	**1,913,800.00**
	Expense Subtotal - - - - - -		**1,913,800.00**	**1,913,800.00**				**-**	**1,913,800.00**
Fund number: 610	**PARK DEDICATION FEE FUND**	**(436,000.00)**	**1,913,800.00**	**1,477,800.00**	**(101,346.21)**	**(372.38)**		**(6.86)**	**1,579,146.21**
Fund number: 620	**PARK IMPROVEMENT**								
620-4055-60-00	Park Improvement	(280,500.00)		(280,500.00)	(299,766.20)	(89,056.00)		106.87	19,266.20
	Subtotal object - 04	(280,500.00)		(280,500.00)	(299,766.20)	(89,056.00)		106.87	19,266.20
620-4510-60-00	Grant Revenue		(200,550.00)	(200,550.00)				-	(200,550.00)
	Subtotal object - 04		(200,550.00)	(200,550.00)				-	(200,550.00)
620-4610-60-00	Interest Income	(5,000.00)		(5,000.00)	(2,078.51)	(227.90)		41.57	(2,921.49)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(2,078.51)	(227.90)		41.57	(2,921.49)
Program number:	DEFAULT PROGRAM	(285,500.00)	(200,550.00)	(486,050.00)	(301,844.71)	(89,283.90)		62.10	(184,205.29)
Department number: 60	PARK IMPROVEMENT	(285,500.00)	(200,550.00)	(486,050.00)	(301,844.71)	(89,283.90)		62.10	(184,205.29)
	Revenue Subtotal - - - - - -	**(285,500.00)**	**(200,550.00)**	**(486,050.00)**	**(301,844.71)**	**(89,283.90)**		**62.10**	**(184,205.29)**
620-6610-60-00	CAPITAL PROJECT	61,750.00		61,750.00	12,297.72	5,951.40		19.92	49,452.28
620-6610-60-00-1802-PK	Hays Park		31,952.31	31,952.31	35,559.80		342.55	111.29	(3,950.04)
620-6610-60-00-1911-PK	Pecan Grove H&B Trai	30,000.00		30,000.00				-	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	575,000.00	150,000.00	725,000.00				-	725,000.00
620-6610-60-00-2254-PK	Windsong Neighborhoo		100,000.00	100,000.00				-	100,000.00
	Subtotal object - 06	666,750.00	281,952.31	948,702.31	47,857.52	5,951.40	342.55	5.05	900,502.24
Program number:	**DEFAULT PROGRAM**	**666,750.00**	**281,952.31**	**948,702.31**	**47,857.52**	**5,951.40**	**342.55**	**5.05**	**900,502.24**
Department number: 60	**PARK IMPROVEMENT**	**666,750.00**	**281,952.31**	**948,702.31**	**47,857.52**	**5,951.40**	**342.55**	**5.05**	**900,502.24**
	Expense Subtotal - - - - - -	**666,750.00**	**281,952.31**	**948,702.31**	**47,857.52**	**5,951.40**	**342.55**	**5.05**	**900,502.24**
Fund number: 620	**PARK IMPROVEMENT**	**381,250.00**	**81,402.31**	**462,652.31**	**(253,987.19)**	**(83,332.50)**	**342.55**	**(54.90)**	**716,296.95**
Fund number: 630	**WATER IMPACT FEES**								
630-4015-50-00	Impact Fees	(3,500,000.00)		(3,500,000.00)	(2,459,742.21)	(376,740.00)		70.28	(1,040,257.79)
	Subtotal object - 04	(3,500,000.00)		(3,500,000.00)	(2,459,742.21)	(376,740.00)		70.28	(1,040,257.79)
630-4615-50-00	Interest	(20,000.00)		(20,000.00)	(22,175.42)	(2,242.60)		110.88	2,175.42
	Subtotal object - 04	(20,000.00)		(20,000.00)	(22,175.42)	(2,242.60)		110.88	2,175.42
Program number:	DEFAULT PROGRAM	(3,520,000.00)		(3,520,000.00)	(2,481,917.63)	(378,982.60)		70.51	(1,038,082.37)
Department number: 50	IMPACT FEES	(3,520,000.00)		(3,520,000.00)	(2,481,917.63)	(378,982.60)		70.51	(1,038,082.37)
	Revenue Subtotal - - - - - -	**(3,520,000.00)**		**(3,520,000.00)**	**(2,481,917.63)**	**(378,982.60)**		**70.51**	**(1,038,082.37)**
630-5410-50-00-2151-WA	Prof Svcs DNT Water		200,000.00	200,000.00	32,220.45	30,237.09	143,529.55	16.11	24,250.00
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ L	400,000.00		400,000.00				-	400,000.00
630-5489-50-00-8011-DV	Dev Agrment-Star Tra	400,000.00		400,000.00				-	400,000.00
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Winds	350,000.00		350,000.00				-	350,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
630-5489-50-00-8016-DV	Dev Agrmnt Victory a	60,000.00		60,000.00				-	60,000.00
630-5489-50-00-8017-DV	Dev Agrmnt Westside	100,000.00		100,000.00				-	100,000.00
	Subtotal object - 05	1,310,000.00	200,000.00	1,510,000.00	32,220.45	30,237.09	143,529.55	2.13	1,334,250.00
630-6610-50-00-1810-WA	Lower Pressure Plane	900,000.00		900,000.00				-	900,000.00
	Subtotal object - 06	900,000.00		900,000.00				-	900,000.00
630-7144-50-00	Transfer to Capital	9,000,000.00		9,000,000.00				-	9,000,000.00
	Subtotal object - 07	9,000,000.00		9,000,000.00				-	9,000,000.00
Program number:	**DEFAULT PROGRAM**	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**32,220.45**	**30,237.09**	**143,529.55**	**0.28**	**11,234,250.00**
Department number: 50	**IMPACT FEES**	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**32,220.45**	**30,237.09**	**143,529.55**	**0.28**	**11,234,250.00**
	Expense Subtotal - - - - - -	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**32,220.45**	**30,237.09**	**143,529.55**	**0.28**	**11,234,250.00**
Fund number: 630	**WATER IMPACT FEES**	**7,690,000.00**	**200,000.00**	**7,890,000.00**	**(2,449,697.18)**	**(348,745.51)**	**143,529.55**	**(31.05)**	**10,196,167.63**
Fund number: 640	**WASTEWATER IMPACT FEES**								
640-4020-50-00	Impact Fees	(2,000,000.00)		(2,000,000.00)	(1,045,556.00)	(189,548.00)		52.28	(954,444.00)
	Subtotal object - 04	(2,000,000.00)		(2,000,000.00)	(1,045,556.00)	(189,548.00)		52.28	(954,444.00)
640-4620-50-00	Interest	(16,000.00)		(16,000.00)	(8,018.05)	(688.21)		50.11	(7,981.95)
	Subtotal object - 04	(16,000.00)		(16,000.00)	(8,018.05)	(688.21)		50.11	(7,981.95)
640-4905-50-00	Equity Fee	(300,000.00)		(300,000.00)	(235,000.00)	(42,000.00)		78.33	(65,000.00)
	Subtotal object - 04	(300,000.00)		(300,000.00)	(235,000.00)	(42,000.00)		78.33	(65,000.00)
Program number:	DEFAULT PROGRAM	(2,316,000.00)		(2,316,000.00)	(1,288,574.05)	(232,236.21)		55.64	(1,027,425.95)
Department number: 50	IMPACT FEES	(2,316,000.00)		(2,316,000.00)	(1,288,574.05)	(232,236.21)		55.64	(1,027,425.95)
	Revenue Subtotal - - - - - -	**(2,316,000.00)**		**(2,316,000.00)**	**(1,288,574.05)**	**(232,236.21)**		**55.64**	**(1,027,425.95)**
640-5410-50-00-2152-WW	Pro Svcs Upr Doe Brn		375,000.00	375,000.00			363,000.00	-	12,000.00
640-5489-50-00-8001-DV	Dev Agrmt TVG Westsi	275,000.00		275,000.00	39,508.00			14.37	235,492.00
640-5489-50-00-8002-DV	Dev Agrmt Prosper Pa				20,440.37			-	(20,440.37)
640-5489-50-00-8004-DV	Dev Agrmt Frontier E	25,000.00		25,000.00	341.50			1.37	24,658.50
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00				-	50,000.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookholl	220,000.00		220,000.00	28,220.00			12.83	191,780.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Winds	600,000.00		600,000.00	195,401.00			32.57	404,599.00
640-5489-50-00-8013-DV	Dev Agrmnt All Stora	50,000.00		50,000.00				-	50,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Ga	75,000.00		75,000.00	12,294.00			16.39	62,706.00
	Subtotal object - 05	1,295,000.00	375,000.00	1,670,000.00	296,204.87		363,000.00	17.74	1,010,795.13
640-6410-50-00-2152-WW	Land Acq-Upr Doe Bra		100,000.00	100,000.00				-	100,000.00
	Subtotal object - 06		100,000.00	100,000.00				-	100,000.00
640-7144-50-00	Transfer to Capital	1,500,000.00		1,500,000.00				-	1,500,000.00
	Subtotal object - 07	1,500,000.00		1,500,000.00				-	1,500,000.00
Program number:	**DEFAULT PROGRAM**	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**296,204.87**		**363,000.00**	**9.06**	**2,610,795.13**
Department number: 50	**IMPACT FEES**	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**296,204.87**		**363,000.00**	**9.06**	**2,610,795.13**
	Expense Subtotal - - - - - -	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**296,204.87**		**363,000.00**	**9.06**	**2,610,795.13**
Fund number: 640	**WASTEWATER IMPACT FEES**	**479,000.00**	**475,000.00**	**954,000.00**	**(992,369.18)**	**(232,236.21)**	**363,000.00**		**1,583,369.18**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**								
660-4040-50-00	East Thoroughfare Im	(1,200,000.00)		(1,200,000.00)	(846,797.97)	(3,727.00)		70.57	(353,202.03)
	Subtotal object - 04	(1,200,000.00)		(1,200,000.00)	(846,797.97)	(3,727.00)		70.57	(353,202.03)
660-4610-50-00	Interest	(9,000.00)		(9,000.00)	(6,740.44)	(659.02)		74.89	(2,259.56)
	Subtotal object - 04	(9,000.00)		(9,000.00)	(6,740.44)	(659.02)		74.89	(2,259.56)
Program number:	DEFAULT PROGRAM	(1,209,000.00)		(1,209,000.00)	(853,538.41)	(4,386.02)		70.60	(355,461.59)
Department number: 50	IMPACT FEES	(1,209,000.00)		(1,209,000.00)	(853,538.41)	(4,386.02)		70.60	(355,461.59)
	Revenue Subtotal - - - - - -	**(1,209,000.00)**		**(1,209,000.00)**	**(853,538.41)**	**(4,386.02)**		**70.60**	**(355,461.59)**
660-5489-50-00-1938-DV	Reimb FM1461 (SH289-	175,000.00		175,000.00	77,073.50			44.04	97,926.50
	Subtotal object - 05	175,000.00		175,000.00	77,073.50			44.04	97,926.50
660-6610-50-00-1710-ST	Coit Road (First - F		364,754.50	364,754.50			364,754.50	-	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
660-6610-50-00-2005-TR	Traffic Signal-Coit	56,800.00		56,800.00				-	56,800.00
660-6610-50-00-2018-PK	Coleman Med Lndsc (T		7,750.00	7,750.00	951.00	649.00	6,799.00	12.27	
	Subtotal object - 06	56,800.00	372,504.50	429,304.50	951.00	649.00	371,553.50	0.22	56,800.00
660-7144-50-00	Transfer to Capital	2,180,000.00		2,180,000.00				-	2,180,000.00
	Subtotal object - 07	2,180,000.00		2,180,000.00				-	2,180,000.00
Program number:	**DEFAULT PROGRAM**	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,024.50**	**649.00**	**371,553.50**	**2.80**	**2,334,726.50**
Department number: 50	**IMPACT FEES**	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,024.50**	**649.00**	**371,553.50**	**2.80**	**2,334,726.50**
	Expense Subtotal - - - - - -	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,024.50**	**649.00**	**371,553.50**	**2.80**	**2,334,726.50**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**	**1,202,800.00**	**372,504.50**	**1,575,304.50**	**(775,513.91)**	**(3,737.02)**	**371,553.50**	**(49.23)**	**1,979,264.91**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**								
670-4530-10-00	Police Donation Inc	(14,000.00)		(14,000.00)	(8,799.00)	(1,247.00)		62.85	(5,201.00)
670-4531-10-00	Fire Donations	(13,500.00)		(13,500.00)	(8,668.00)	(1,244.00)		64.21	(4,832.00)
670-4535-10-00	Child Safety Inc	(12,000.00)		(12,000.00)	(7,559.61)			63.00	(4,440.39)
670-4550-10-00	LEOSE Revenue				(2,997.42)			-	2,997.42
	Subtotal object - 04	(39,500.00)		(39,500.00)	(28,024.03)	(2,491.00)		70.95	(11,475.97)
670-4610-10-00	Interest Income	(1,200.00)		(1,200.00)	(1,657.72)	(143.95)		138.14	457.72
	Subtotal object - 04	(1,200.00)		(1,200.00)	(1,657.72)	(143.95)		138.14	457.72
Program number:	DEFAULT PROGRAM	(40,700.00)		(40,700.00)	(29,681.75)	(2,634.95)		72.93	(11,018.25)
Department number: 10	ADMINISTRATION	(40,700.00)		(40,700.00)	(29,681.75)	(2,634.95)		72.93	(11,018.25)
	Revenue Subtotal - - - - - -	**(40,700.00)**		**(40,700.00)**	**(29,681.75)**	**(2,634.95)**		**72.93**	**(11,018.25)**
670-5201-10-00	LEOSE Expenditures	6,500.00		6,500.00				-	6,500.00
670-5205-10-00	Police Donation Exp	26,204.00		26,204.00	8,236.50	5,777.50	16,188.63	31.43	1,778.87
670-5206-10-00	Fire Dept Donation E	5,000.00		5,000.00				-	5,000.00
670-5208-10-00	Child Safety Expense	39,698.00		39,698.00	2,706.44		20,780.00	6.82	16,211.56
670-5212-10-00	Tree Mitigation Expe	400,000.00		400,000.00	33,600.00			8.40	366,400.00
670-5292-10-00	PD Seizure Expense	8,227.00		8,227.00				-	8,227.00
	Subtotal object - 05	485,629.00		485,629.00	44,542.94	5,777.50	36,968.63	9.17	404,117.43
Program number:	**DEFAULT PROGRAM**	**485,629.00**		**485,629.00**	**44,542.94**	**5,777.50**	**36,968.63**	**9.17**	**404,117.43**
Department number: 10	**ADMINISTRATION**	**485,629.00**		**485,629.00**	**44,542.94**	**5,777.50**	**36,968.63**	**9.17**	**404,117.43**
	Expense Subtotal - - - - - -	**485,629.00**		**485,629.00**	**44,542.94**	**5,777.50**	**36,968.63**	**9.17**	**404,117.43**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**	**444,929.00**		**444,929.00**	**14,861.19**	**3,142.55**	**36,968.63**	**3.34**	**393,099.18**
Fund number: 676	**AMERICAN RESCUE PLAN - CSLFRF**								
676-4510-10-00	Grants	(3,045,165.00)		(3,045,165.00)	(6,018.21)			0.20	(3,039,146.79)
	Subtotal object - 04	(3,045,165.00)		(3,045,165.00)	(6,018.21)			0.20	(3,039,146.79)
676-4610-10-00	Interest Income				(6,386.09)	(565.33)		-	6,386.09
	Subtotal object - 04				(6,386.09)	(565.33)		-	6,386.09
Program number:		(3,045,165.00)		(3,045,165.00)	(12,404.30)	(565.33)		0.41	(3,032,760.70)
Department number: 10	ADMINISTRATION	(3,045,165.00)		(3,045,165.00)	(12,404.30)	(565.33)		0.41	(3,032,760.70)
	Revenue Subtotal - - - - - -	**(3,045,165.00)**		**(3,045,165.00)**	**(12,404.30)**	**(565.33)**		**0.41**	**(3,032,760.70)**
Fund number: 676	AMERICAN RESCUE PLAN - CSLFRF	(3,045,165.00)		(3,045,165.00)	(12,404.30)	(565.33)		0.41	(3,032,760.70)
Fund number: 680	**W THOROUGHFARE IMPACT FEES**								
680-4041-50-00	W Thoroughfare Impac	(4,000,000.00)		(4,000,000.00)	(2,674,741.12)	(503,703.00)		66.87	(1,325,258.88)
	Subtotal object - 04	(4,000,000.00)		(4,000,000.00)	(2,674,741.12)	(503,703.00)		66.87	(1,325,258.88)
680-4610-50-00	Interest	(15,000.00)		(15,000.00)	(18,460.23)	(1,928.94)		123.07	3,460.23
	Subtotal object - 04	(15,000.00)		(15,000.00)	(18,460.23)	(1,928.94)		123.07	3,460.23
Program number:	DEFAULT PROGRAM	(4,015,000.00)		(4,015,000.00)	(2,693,201.35)	(505,631.94)		67.08	(1,321,798.65)
Department number: 50	IMPACT FEES	(4,015,000.00)		(4,015,000.00)	(2,693,201.35)	(505,631.94)		67.08	(1,321,798.65)
	Revenue Subtotal - - - - - -	**(4,015,000.00)**		**(4,015,000.00)**	**(2,693,201.35)**	**(505,631.94)**		**67.08**	**(1,321,798.65)**
680-5410-50-00-2013-ST	Prof. Svcs Teel 380		22,124.51	22,124.51	20,784.11	1,383.43	7,340.40	93.94	(6,000.00)
680-5489-50-00-8006-DV	Development Agrmnt P	600,000.00		600,000.00	72,636.00			12.11	527,364.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
680-5489-50-00-8011-DV	Dev Agrment Star Tra	1,000,000.00		1,000,000.00				-	1,000,000.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Wi	3,500,000.00		3,500,000.00				-	3,500,000.00
680-5489-50-00-8014-DV	Dev Agrmnt Legacy Ga	200,000.00		200,000.00	40,997.00			20.50	159,003.00
	Subtotal object - 05	5,300,000.00	22,124.51	5,322,124.51	134,417.11	1,383.43	7,340.40	2.53	5,180,367.00
680-6610-50-00-2004-TR	Traffic Signal (Fish		2,185.00	2,185.00	2,185.00		11,195.00	100.00	(11,195.00)
	Subtotal object - 06		2,185.00	2,185.00	2,185.00		11,195.00	100.00	(11,195.00)
Program number:	**DEFAULT PROGRAM**	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**136,602.11**	**1,383.43**	**18,535.40**	**2.57**	**5,169,172.00**
Department number: 50	**IMPACT FEES**	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**136,602.11**	**1,383.43**	**18,535.40**	**2.57**	**5,169,172.00**
	Expense Subtotal - - - - - -	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**136,602.11**	**1,383.43**	**18,535.40**	**2.57**	**5,169,172.00**
Fund number: 680	**W THOROUGHFARE IMPACT FEES**	**1,285,000.00**	**24,309.51**	**1,309,309.51**	**(2,556,599.24)**	**(504,248.51)**	**18,535.40**		**3,847,373.35**
Fund number: 750	**CAPITAL PROJECTS**								
750-4610-10-00	Interest Income				(23,310.96)	(2,054.51)		-	23,310.96
	Subtotal object - 04				(23,310.96)	(2,054.51)		-	23,310.96
750-4993-10-00	Transfer from Impact	(2,180,000.00)		(2,180,000.00)				-	(2,180,000.00)
750-4995-10-00	Transfer In	(4,295,000.00)	(1,982,000.00)	(6,277,000.00)	(4,487,416.69)	(357,916.67)		71.49	(1,789,583.31)
750-4997-10-00	Transfers In - Bond				(6,276,806.70)	(1,233,125.91)		-	6,276,806.70
750-4999-10-00	Bond Proceeds	(34,688,033.00)		(34,688,033.00)				-	(34,688,033.00)
	Subtotal object - 04	(41,163,033.00)	(1,982,000.00)	(43,145,033.00)	(10,764,223.39)	(1,591,042.58)		24.95	(32,380,809.61)
Program number:	DEFAULT PROGRAM	(41,163,033.00)	(1,982,000.00)	(43,145,033.00)	(10,787,534.35)	(1,593,097.09)		25.00	(32,357,498.65)
Department number: 10	CAPITAL PROJECTS	(41,163,033.00)	(1,982,000.00)	(43,145,033.00)	(10,787,534.35)	(1,593,097.09)		25.00	(32,357,498.65)
	Revenue Subtotal - - - - - -	**(41,163,033.00)**	**(1,982,000.00)**	**(43,145,033.00)**	**(10,787,534.35)**	**(1,593,097.09)**		**25.00**	**(32,357,498.65)**
750-5405-10-00-2012-ST	Land Acq-Fishtrap (E				4,900.00	3,150.00		-	(4,900.00)
750-5410-10-00-1512-ST	Prof Svcs First St (		310,941.34	310,941.34	38,055.06	38,055.06	297,836.28	12.24	(24,950.00)
750-5410-10-00-1922-PK	Prof Svcs. Downtown	9,000.00	4,000.00	13,000.00	2,250.00		1,750.00	17.31	9,000.00
750-5410-10-00-1923-ST	Fishtrap Section 1 &	19,200.00	6,500.00	25,700.00			6,500.00	-	19,200.00
750-5410-10-00-1929-ST	Prof. Svcs BNSF Quie						4,950.00	-	(4,950.00)
750-5410-10-00-2012-ST	Fishtrap (Elem-DNT)		138,563.00	138,563.00	83,063.00	6,575.00	87,250.00	59.95	(31,750.00)
750-5410-10-00-2014-ST	First St (Coit-Custe	12,639.00	175,800.00	188,439.00	71,100.00	46,500.00	104,700.00	37.73	12,639.00
750-5410-10-00-2015-PK	Pecan Grove Phase II	7,606.00	35,958.64	43,564.64	34,624.00	12,420.00	9,134.64	79.48	(194.00)
750-5410-10-00-2108-PK	Tanner's Mill Phase	951,700.00	67,220.80	1,018,920.80	56,520.00		10,700.80	5.55	951,700.00
750-5410-10-00-2109-FC	Dsgn PS Comp Ph2(Cen		676,699.92	676,699.92	386,282.42	58,897.90	289,807.50	57.08	610.00
750-5410-10-00-2111-FC	PS Complex Phase 2 -	661,750.00	(22,675.00)	639,075.00	30,385.75	28,581.75	97,454.43	4.76	511,234.82
750-5410-10-00-2118-ST	Prof Svc Preston/Fir	100,000.00		100,000.00				-	100,000.00
750-5410-10-00-2121-ST	Prof Svc Preston/Prs	100,000.00		100,000.00				-	100,000.00
750-5410-10-00-2122-PK	Prof Svcs Sexton Par	1,200,000.00		1,200,000.00	14,429.68	14,429.68	1,067,170.32	1.20	118,400.00
750-5410-10-00-2128-PK	Prof. Svcs Downtown	15,000.00		15,000.00	11,760.00		1,745.00	78.40	1,495.00
750-5410-10-00-2137-FC	Fire Station #4 Desi	600,000.00		600,000.00	49,736.61	49,736.61	558,643.39	8.29	(8,380.00)
750-5410-10-00-2140-ST	Prof Svc Craig St (P	300,000.00		300,000.00	15,430.00	15,430.00	284,170.00	5.14	400.00
750-5410-10-00-2141-ST	Prof Svcs Colmn(Gorg	450,000.00	450,000.00	900,000.00	19.00		861,420.50	0.00	38,560.50
750-5410-10-00-2142-ST	Prof Svcs Colmn (Pro	300,000.00	(300,000.00)					-	
750-5410-10-00-2143-ST	Prof Svcs Legacy (Pr	850,000.00		850,000.00			794,000.00	-	56,000.00
750-5410-10-00-2148-PK	Prof Svc Colmn Lnds	25,000.00		25,000.00	13,693.00	1,627.50	14,850.00	54.77	(3,543.00)
750-5410-10-00-2149-PK	Prof Svcs Prosp Trl	25,000.00		25,000.00	5,828.00	697.50	6,406.00	23.31	12,766.00
750-5410-10-00-2153-ST	Prof Svcs Teel Pkwy		750,000.00	750,000.00	16,000.00	16,000.00	202,200.00	2.13	531,800.00
750-5430-10-00-2012-ST	Legal-Fishtrap (Elem				19,912.82	6,498.00		-	(19,912.82)
750-5430-10-00-2014-ST	Legal - First St (Co				6,168.51	3,736.51		-	(6,168.51)
750-5435-10-00-2012-ST	Legal Filing-Fishtra				1,378.25	62.25		-	(1,378.25)
	Subtotal object - 05	5,626,895.00	2,293,008.70	7,919,903.70	861,536.10	302,397.76	4,700,688.86	10.88	2,357,678.74
750-6110-10-00-2124-EQ	PD Car Camera and BW	387,225.00		387,225.00				-	387,225.00
750-6110-10-00-2125-EQ	Storm Siren	294.00	33,566.46	33,860.46	33,566.45		0.01	99.13	294.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6110-10-00-2128-PK	Downtown Pond Improv	105,000.00		105,000.00				-	105,000.00
750-6110-10-00-2131-FC	Awnings for Equipmen	19,800.00		19,800.00	1,500.00		9,900.00	7.58	8,400.00
750-6140-10-00-2127-EQ	Street Broom - PW		43,960.00	43,960.00	43,960.00	43,960.00		100.00	
750-6140-10-00-2130-EQ	Scag Wind Storm Blow	183.00		183.00				-	183.00
750-6140-10-00-2132-EQ	Heavy Duty Trailer -		26,626.00	26,626.00			26,626.00	-	
750-6140-10-00-2133-EQ	Verti-Cutter - Park		19,907.81	19,907.81	19,907.81			100.00	
750-6140-10-00-2134-EQ	Skid Steer - Park Op		81,013.00	81,013.00	81,013.00			100.00	
750-6140-10-00-2135-EQ	Z-Max Spreader/Spray		12,590.00	12,590.00	12,590.00			100.00	
750-6160-10-00-2105-EQ	Quint Fire Engine	1,350,000.00	145,000.00	1,495,000.00	1,194,041.00			79.87	300,959.00
750-6160-10-00-2106-EQ	Ambulance	460,000.00	35,000.00	495,000.00			319,452.77	-	175,547.23
750-6160-10-00-2126-EQ	Bucket Truck - PW		126,757.00	126,757.00			126,757.00	-	
750-6160-10-00-2129-EQ	Park Ops Vehicle		27,035.00	27,035.00			27,035.00	-	
750-6160-10-00-2136-EQ	Vehicle - Engineerin	35,998.00		35,998.00			34,351.95	-	1,646.05
750-6160-10-00-2138-EQ	Fire Engine Station	1,100,000.00	(900,000.00)	200,000.00				-	200,000.00
750-6160-10-00-2201-EQ	Fire Engine Station		1,250,000.00	1,250,000.00	949,757.00	949,757.00		75.98	300,243.00
750-6160-10-00-2202-EQ	Ambulance Station 4		552,000.00	552,000.00			376,392.00	-	175,608.00
	Subtotal object - 06	3,458,500.00	1,453,455.27	4,911,955.27	2,336,335.26	993,717.00	920,514.73	47.56	1,655,105.28
750-6410-10-00-1512-ST	First St (DNT-Clmn)	2,293,095.00		2,293,095.00				-	2,293,095.00
750-6410-10-00-2012-ST	Fishtrap (Elem/DNT)	1,689,411.00		1,689,411.00	957,538.40			56.68	731,872.60
750-6410-10-00-2013-ST	Teel (US380 Int) Lan	510,000.00		510,000.00				-	510,000.00
750-6410-10-00-2014-ST	First St (Coit-Custe	2,400,000.00		2,400,000.00				-	2,400,000.00
750-6410-10-00-2140-ST	Land Craig(Prstn-Fif	150,000.00		150,000.00				-	150,000.00
750-6410-10-00-2141-ST	Land Acq Colmn (Gorg	250,000.00		250,000.00				-	250,000.00
750-6410-10-00-2142-ST	Land Colmn (Prosper	375,000.00		375,000.00				-	375,000.00
	Subtotal object - 06	7,667,506.00		7,667,506.00	957,538.40			12.49	6,709,967.60
750-6610-10-00-1307-ST	Frontier Pkwy BNSF O	287,783.00		287,783.00	99,790.83			34.68	187,992.17
750-6610-10-00-1507-ST	West Prosper Rd Impr	518,952.00		518,952.00	586.14	20,398.65		0.11	518,365.86
750-6610-10-00-1708-ST	Cook Lane (First-End		20,799.05	20,799.05	20,799.05			100.00	
750-6610-10-00-1801-PK	Whitley Place H&B Tr	1,621.00		1,621.00				-	1,621.00
750-6610-10-00-1813-PK	380/SH289 Med Landsc	751,550.00		751,550.00				-	751,550.00
750-6610-10-00-1818-PK	Turf Irrigation SH28	19,065.00		19,065.00				-	19,065.00
750-6610-10-00-1830-ST	Prosper Trl (DNT Int		78,645.34	78,645.34	61,059.17	61,059.17	(0.01)	77.64	17,586.18
750-6610-10-00-1906-FC	Public Safety Comple		4,000.00	4,000.00				-	4,000.00
750-6610-10-00-1909-TR	Traffic Signal (Coit		19,500.00	19,500.00			19,500.00	-	
750-6610-10-00-1922-PK	Downtown Monument	195,257.00	39,546.00	234,803.00	39,546.00			16.84	195,257.00
750-6610-10-00-1926-PK	Whitley Place H&B Tr	44,797.00		44,797.00				-	44,797.00
750-6610-10-00-1929-ST	BNSF Quiet Zone Firs	127,186.00		127,186.00				-	127,186.00
750-6610-10-00-1933-ST	Fishtrap (seg 2) PIS	1,063,033.00		1,063,033.00	938,997.19			88.33	124,035.81
750-6610-10-00-2008-ST	Prosper Trl(Coit-Cus	1,006,205.00	700,867.81	1,707,072.81	943,839.35		133,472.79	55.29	629,760.67
750-6610-10-00-2010-ST	Fishtrap (Teel-Gee R	6,025,000.00		6,025,000.00				-	6,025,000.00
750-6610-10-00-2011-ST	Gee Rd (Fisthrap-Wnd	3,520,000.00		3,520,000.00				-	3,520,000.00
750-6610-10-00-2012-ST	Fishtrap (Elem/DNT)	18,000,000.00		18,000,000.00				-	18,000,000.00
750-6610-10-00-2013-ST	Teel (US380 Int Imp)	670,000.00		670,000.00				-	670,000.00
750-6610-10-00-2014-ST	First St (Coit-Custe	18,600,000.00		18,600,000.00				-	18,600,000.00
750-6610-10-00-2017-ST	Fishtrap, Seg 4 (Mid	205,011.00	1,714,417.34	1,919,428.34	1,674,423.04		50,964.94	87.24	194,040.36
750-6610-10-00-2018-PK	Coleman Med Lndsc (T	424,050.00		424,050.00	340,562.82	58,704.14	2,150.20	80.31	81,336.98
750-6610-10-00-2107-PK	Lakewood Preserve Ph	3,845,000.00		3,845,000.00				-	3,845,000.00
750-6610-10-00-2112-FC	PS Complex Phase 2 -	14,499,671.00		14,499,671.00	294,152.92		14,205,384.08	2.03	134.00
750-6610-10-00-2113-FC	PS Complex Phase 2 -	1,274,385.00		1,274,385.00				-	1,274,385.00
750-6610-10-00-2120-PK	Gee Road Trail Conne	700,000.00		700,000.00				-	700,000.00
750-6610-10-00-2148-PK	Coleman Med Lndsc (V	625,000.00		625,000.00				-	625,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6610-10-00-2149-PK	Prosper Trail Med La	250,000.00		250,000.00				-	250,000.00
	Subtotal object - 06	72,653,566.00	2,577,775.54	75,231,341.54	4,413,756.51	140,161.96	14,411,472.00	5.87	56,406,113.03
Program number:	**DEFAULT PROGRAM**	**89,406,467.00**	**6,324,239.51**	**95,730,706.51**	**8,569,166.27**	**1,436,276.72**	**20,032,675.59**	**8.95**	**67,128,864.65**
Department number: 10	**CAPITAL PROJECTS**	**89,406,467.00**	**6,324,239.51**	**95,730,706.51**	**8,569,166.27**	**1,436,276.72**	**20,032,675.59**	**8.95**	**67,128,864.65**
	Expense Subtotal - - - - - -	**89,406,467.00**	**6,324,239.51**	**95,730,706.51**	**8,569,166.27**	**1,436,276.72**	**20,032,675.59**	**8.95**	**67,128,864.65**
Fund number: 750	**CAPITAL PROJECTS**	**48,243,434.00**	**4,342,239.51**	**52,585,673.51**	**(2,218,368.08)**	**(156,820.37)**	**20,032,675.59**	**(4.22)**	**34,771,366.00**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**								
760-4610-10-00	Interest Income				(4,448.02)	(422.65)		-	4,448.02
	Subtotal object - 04				(4,448.02)	(422.65)		-	4,448.02
760-4993-10-00	Transfer From Impact	(10,500,000.00)		(10,500,000.00)				-	(10,500,000.00)
760-4995-10-00	Transfers In	(563,323.00)		(563,323.00)	(502,271.85)	(73,297.21)		89.16	(61,051.15)
760-4997-10-00	Transfers In - Bond				(62,994.42)	(23,968.26)		-	62,994.42
760-4999-10-00	Bond Proceeds	(14,931,000.00)		(14,931,000.00)				-	(14,931,000.00)
	Subtotal object - 04	(25,994,323.00)		(25,994,323.00)	(565,266.27)	(97,265.47)		2.18	(25,429,056.73)
Program number:	DEFAULT PROGRAM	(25,994,323.00)		(25,994,323.00)	(569,714.29)	(97,688.12)		2.19	(25,424,608.71)
Department number: 10	CAPITAL PROJECTS-W/S	(25,994,323.00)		(25,994,323.00)	(569,714.29)	(97,688.12)		2.19	(25,424,608.71)
	Revenue Subtotal - - - - - -	(25,994,323.00)		(25,994,323.00)	(569,714.29)	(97,688.12)		2.19	(25,424,608.71)
760-5410-10-00-2012-WA	Fishtrap(Elem-DNT) W		4,500.00	4,500.00	4,500.00			100.00	
760-5410-10-00-2024-DR	Prof Svcs Old Town R		45,751.14	45,751.14	28,637.64		17,113.50	62.59	
760-5410-10-00-2103-WW	Prof Svc Doe Branch	500,000.00		500,000.00				-	500,000.00
	Subtotal object - 05	500,000.00	50,251.14	550,251.14	33,137.64		17,113.50	6.02	500,000.00
760-6610-10-00-1501-WA	Lower Pressure Pln 4	22,746,000.00	432,371.06	23,178,371.06	21,500.95	11,388.75	410,870.11	0.09	22,746,000.00
760-6610-10-00-1613-DR	Old Town Drainage-Ch	50,000.00		50,000.00				-	50,000.00
760-6610-10-00-1708-WA	EW Collector (Cook -	128,000.00	5,399.99	133,399.99				-	133,399.99
760-6610-10-00-1715-WA	Fishtrap Elevated St	6,000.00	187,924.24	193,924.24			187,924.24	-	6,000.00
760-6610-10-00-1716-WA	Water Supply Line Ph	133,230.00	37,226.99	170,456.99			37,226.99	-	133,230.00
760-6610-10-00-1718-DR	Old Town Regional Re	60,240.00	6,398.00	66,638.00			6,398.00	-	60,240.00
760-6610-10-00-1902-WA	Custer Rd Meter Stat	32,598.00	49,421.07	82,019.07			49,421.06	-	32,598.01
760-6610-10-00-2003-DR	Frontier Park/Presto	985,000.00		985,000.00				-	985,000.00
760-6610-10-00-2103-WW	Doe Branch Parallel	4,500,000.00		4,500,000.00				-	4,500,000.00
	Subtotal object - 06	28,641,068.00	718,741.35	29,359,809.35	21,500.95	11,388.75	691,840.40	0.07	28,646,468.00
Program number:	**DEFAULT PROGRAM**	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**54,638.59**	**11,388.75**	**708,953.90**	**0.18**	**29,146,468.00**
Department number: 10	**CAPITAL PROJECTS-W/S**	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**54,638.59**	**11,388.75**	**708,953.90**	**0.18**	**29,146,468.00**
	Expense Subtotal - - - - - -	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**54,638.59**	**11,388.75**	**708,953.90**	**0.18**	**29,146,468.00**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**	**3,146,745.00**	**768,992.49**	**3,915,737.49**	**(515,075.70)**	**(86,299.37)**	**708,953.90**	**(13.15)**	**3,721,859.29**

FINANCE DEPARTMENT

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Betty Pamplin, Finance Director**

Through: **Harlan Jefferson, Town Manager**
Bob Scott, Executive Director of Administrative Services

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon a resolution authorizing the placement of orders for the purchase of replacement vehicles in FY 2022-2023 to realize current incentives related to said purchase with payment to be made from the Town's Vehicle Equipment and Replacement Fund (VERF) in FY 2022-2023. (BP)

Description of Agenda Item:

The Town entered into a Master Equity Lease Agreement with Enterprise FM Trust on September 25, 2018, to implement a full spectrum fleet management program. Enterprise Fleet program is a turn-key, fully designed program for municipalities to finance and manage the replacement of the Town's fleet. This program provides the Town a fleet manager that makes recommendations for acquisition of all general fleet vehicles that are vetted through the VERF Subcommittee based on current market conditions, age and use of vehicles, along with maintenance expenses associated with the fleet. This list of replacements was also presented and vetted through the Finance Subcommittee on May 20, 2022. Staff would like to place orders prior to the new fiscal year due to the extensive lead time for vehicle delivery. Current delivery estimates are 20-24 weeks for white fleet and up to 1 year for public safety vehicles. Ordering early also allows the Town to be ahead of other entities that will be placing their orders after October 1st and will in turn offer an earlier delivery of our vehicles. Delivery time is especially important when we are considering the police units which take longer to outfit with after-market equipment. Ordering early should put our police units ahead of the many other entities that will also be waiting on these upgrades and allow us to take possession of the units that much quicker. Enterprise will act on the Town's behalf in placing orders for these future replacements. Billing will take place after the beginning of the new fiscal year of October 1, 2022, with delivery to occur after such date. This resolution authorizes Enterprise to place such vehicle orders with the full understanding that payment and delivery will occur after October 1, 2022, with payment to be funded from the VERF. The vehicles scheduled for replacement in FY 2022-2023 are listed in Exhibit A of the proposed resolution.

Budget Impact:
The approval of such vehicles will be budgeted in the VERF Fund in FY 2022-2023.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the resolution as to form and legality.

Attached Documents:
1. Resolution

Town Staff Recommendation:
Staff recommends adoption of a resolution authorizing the placement of orders for the purchase of replacement vehicles in FY 2022-2023 to realize current incentives related to said purchase with payment to be made from the Town's Vehicle Equipment and Replacement Fund (VERF) in FY 2022-2023.

Proposed Motion:
I move to adopt a resolution authorizing the placement of orders for the purchase of replacement vehicles in FY 2022-2023 to realize current incentives related to said purchase with payment to be made from the Town's Vehicle Equipment and Replacement Fund (VERF) in FY 2022-2023.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2022-xx**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE PLACEMENT OF ORDERS FOR THE PURCHASE OF REPLACEMENT VEHICLES IN FY 2022-2023 TO REALIZE CURRENT INCENTIVES RELATED TO SAID PURCHASE WITH PAYMENT TO BE MADE FROM THE TOWN'S VEHICLE EQUIPMENT AND REPLACEMENT FUND (VERF) IN FY 2022-2023; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously has established a Vehicle Equipment and Replacement Fund (VERF) to accumulate sufficient resources to replace existing vehicles and equipment when such vehicles and equipment reached or exceeded their useful life; and

WHEREAS, the VERF was designed for departments to contribute annual payments to the fund based on the number, type, average life expectancy and the projected replacement cost of the vehicle/equipment; and

WHEREAS, on or about September 25, 2018, the Town Council authorized the Town Manager to execute a Master Equity Lease Agreement with Enterprise FM Trust ("Enterprise") and related documentation to implement a full spectrum fleet management program; and

WHEREAS, Enterprise has notified the Town that it now may place orders on certain vehicles to capitalize on current dealer or related incentives for vehicles that are scheduled for replacement in Fiscal Year 2022-2023, with said vehicles more particularly described in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, while Enterprise would expeditiously order the foregoing vehicles as an agent for the Town, the Town would not be billed for such vehicles until after October 1, 2022, and further, delivery also would occur after such date; and

WHEREAS, the Town wishes to authorize Enterprise to place such vehicle orders with the full understanding that payment and delivery will occur after October 1, 2022, with payment to be made from the VERF.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2

The Town Council hereby authorizes Enterprise to place orders for those vehicles referenced in attached Exhibit A with the understanding that Enterprise will not bill or deliver said vehicles until after October 1, 2022.

SECTION 3

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

SECTION 4

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF JUNE, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER: FY 2022-2023 SCHEDULED VEHICLE AND EQUIPMENT REPLACEMENTS

Item	Org Unit	Department	Unit	Model Year	Make	Model	Classification	Estimated Life (Years)	Age (in 2023)	Estimated Life (Mileage)	Current Mileage	Estimated Mileage at Time of Replacement	Condition Code	Current Market Value	Estimated Replacement Cost	Remarks	VERF Committee Recommendation
REPLACEMENT VEHICLES																	
1	100-10-99	Non-Departmental	9902	2015	Ford	Explorer	SUV, towing package	8	8	125,000	43,851	48,000	A	$ 16,500.00	34,000.00	No current damage outside of normal wear and tear.	Replace with equivalent
2	100-20-01	Police	2131	2019	Chevrolet	Tahoe	Truck-Sport Utility Sgt's Unit	4	4	125,000	45,944	80,396	B	32,500.00	73,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
3	100-20-01	Police	2132	2019	Chevrolet	Tahoe	Truck-Sport Utility	4	4	125,000	52,476	91,833	B	32,000.00	73,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
4	100-20-01	Police	2134	2019	Chevrolet	Tahoe	Truck-Sport Utility Patrol	4	4	125,000	58,342	102,091	B	32,000.00	73,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
5	100-20-01	Police	2135	2019	Chevrolet	Tahoe	Truck-Sport Utility Patrol	4	4	125,000	60,934	106,627	B	31,500.00	73,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
6	100-20-01	Police	2137	2019	Chevrolet	Tahoe	Truck-Sport Utility K-9 Patrol	4	4	125,000	38,647	67,627	B	33,000.00	82,000.00	No current damage outside of normal wear and tear.	Replace with equivalent
7	100-30-01	Fire	3104	2008	Cargo	Unknown	Trailer	15	15				B	$ 4,000.00	13,400.00	It's getting old at 15 years but still working. I would recommend replacement to avoid any additional costs on axle maintenance or repairs would be the highest cost.	Replace with equivalent
8	100-40-01	Building Inspections	4103	2015	Ford	F-150	Pickup (Field)	8	8	125,000	50,923	57,000	B	$ 14,000.00	36,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
9	200-50-02	Public Works/Water	5201	2008	GMC	C8500	Truck-Dump 12-14 CY	15	15	50,000	19,807	21,000	C	$ 49,000.00	165,000.00	The air bag light and brake lights stay on constantly. The AC and heater is out most of the time. Its been repaired three times. Its been in the shop for front end alignment multiple times. Passenger door latch is broken. It has trouble starting most of the time. There is constant draw on the battery even when the truck is off, so the battery gets drained. There is a leak on the airline system. There is also a hydraulic oil leak on the dump cylinder.	Replace with equivalent
10	200-50-02	Public Works/Water	5210	2015	Ford	F-150 Supercab 4X2 SS	Pickup (Field)	8	8	125,000	59,930	125,000	A		27,000.00	Defer	Defer
11	200-50-02	Public Works/Water	5211	2015	Ford	F-350 4X2 Reg Chas Cab DRW	Pickup, Flatbed (Field)	8	8	125,000	63,762	73,000	C	$ 20,000.00	43,500.00	Been in the shop multiple times for regeneration mode. AC is out. It throws check engine lights multiple times a year. Been in the shop for engine control issues, air filter element, fuel pressure sensor, fuel pressure regulator, intake air duct, and more.	Replace with equivalent
12	200-50-02	Public Works/Water	5212	2015	Ford	Expedition XL 4X4	SUV (Staff)	8	8	125,000	57,355	125,000	A		35,000.00	Defer	Defer
13	200-50-02	Public Works/Water	5214	2015	Ford	F-150 Supercab 4X2 SS	Pickup (Field)	8	8	125,000	93,939	125,000	A	$ 12,500.00	36,500.00	No current damage outside of normal wear and tear.	Replace with equivalent
14	200-50-02	Public Works/Water	5215	2015	Ford	F-150	Pickup (Field)	8	8	125,000	40,246	125,000	A		27,000.00	Defer	Defer
15	200-50-02	Public Works/Water	5216	2015	Ford	F-150	Pickup (Field)	8	8	125,000			D	$ 12,500.00	36,500.00	Truck was totaled in a wreck. We no longer have possession of it.	Replace with equivalent
16	200-50-03	Public Works/WW	5303	2008	Best Built	18 Foot Flatbed	Trailer	15	15				B	$ 6,750.00	12,700.00	Trailer tongue has been replaced. Boards are in fair condition. It's just an older trailer.	Replace with equivalent

Item	Org Unit	Department	Unit	Model Year	Make	Model	Classification	Estimated Life (Years)	Age (in 2023)				Condition Code	Current Market Value	Estimated Replacement Cost	Remarks	
REPLACEMENT EQUIPMENT																	
1	100-60-02	Park Operations	PARKS05	2011	Kubota	Tractor	Tractor	12	12				A	$ 10,480.00	40,828.00	No current damage outside of normal wear and tear.	Replace with equivalent
2	100-60-02	Park Operations	PARKS06	2011	Kubota	Tractor	Tractor	12	12				A	$ 10,480.00	40,828.00	No current damage outside of normal wear and tear.	Replace with equivalent
3	100-60-02	Park Operations	PARKS08	2011		Aerifier	Slicer	12	12				A	$ 7,000.00	7,000.00	Defer; We do not wish to replace this unit at this time.	Defer
4	100-60-02	Park Operations	PARKS09	2011	Weidman	Verticutter	Vacuum	12	12				A	$ 20,560.00	51,250.00	No current damage outside of normal wear and tear.	Replace with equivalent
5	100-60-02	Park Operations	PARKSA1	2013	John Deere		Gator	10	10				C	$ 1,500.00	11,000.00	Poor condition. Multiple failures and repairs needed.	Replace with equivalent
6	200-50-02	Public Works/Water	WATER08	2008	Bush Hog	Mower	Model 2715	6	15				A	$ 6,750.00	27,000.00	No current damage outside of normal wear and tear.	Replace with equivalent
7	200-50-03	Public Works/Wastewater	5308	2015	VAC-TRON	500 Gallon Vac/Jetter	MC533SDT	8	8				B	$ 10,000.00	148,000.00	Replaced blower motor and the water pump, recently. It's been in the shop twice in the past year.	Replace with equivalent

TOTAL VEHICLES		VERF Balance	Estimated	Difference
100-10-99	Non-Departmental	$ 27,711.00	$ 34,000.00	$ (6,289.00)
100-20-01	Police Department	$ 364,915.00	$ 376,000.00	$ (11,085.00)
100-30-01	Fire	$ 5,998.00	$ 13,400.00	$ (7,402.00)
100-40-01	Building Inspections	$ 27,719.00	$ 36,500.00	$ (8,781.00)
200-50-02	Public Works/Water	$ 368,104.00	$ 334,000.00	$ 34,104.00
200-50-03	Public Works/WW	$ 14,299.00	$ 12,700.00	$ 1,599.00
		$ 808,746.00	**$ 806,600.00**	**$ 2,146.00**

TOTAL EQUPMENT		VERF Balance	Estimated	Difference
100-60-02	Parks Operations	$ 83,821.00	$ 150,906.00	$ (67,085.00)
200-50-02	Public Works - Water	$ 16,462.00	$ 27,000.00	$ (10,538.00)
200-50-03	Public Works - Wastewater	$ 74,214.00	$ 148,000.00	$ (73,786.00)
		$ 174,497.00	**$ 325,906.00**	**$ (151,409.00)**

TOTAL VERF BUDGET	**$983,243.00**
TOTAL ESTIMATED COST	**$1,132,506.00**
DIFFERENCE	**$149,263.00**

Condition Codes:
A = Good
B = Fair
C = Poor
D = Non-Operable

VERF Committee Members in Attendance: Stuart Blasingame, January Calhoun, Khara Dodds, Frank Jaromin, Matt Furr, Bryan Golden, David Stover

VERF Committee Members Absent:

Fire Department

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of athletic equipment and related accessories from Fit Supply, LLC., through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the workout room equipment for the new Central Fire Station while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the athletic equipment is $42,652.43. This equipment was budgeted in the FF&E for the new Central Fire Station and will be funded from account No. 750-6610-10-00-2113-FC.

Legal Obligations and Review:

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

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of athletic equipment and related accessories from Fit Supply, LLC., through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of athletic equipment and related accessories from Fit Supply, LLC., through the Texas Local Government Purchasing Cooperative.



Quote# Q 56

Physical Address:
Fit Supply, LLC
1100 N. 28th Ave., Suite 400
DFW Airport TX 75261
United States;

Mail Payment To:
3341 Regent Blvd
Ste 130355
Irving, TX 75063

Date: 2/7/2022

Bill To	Ship To
Prosper Fire Department United States	Prosper Fire Department United States

Sales Rep	Terms	PO #	Customer Delivery Method	Expiration Date
Wright Baber	Net 30		Fit Supply : Business Installation	7/1/2022

Qty	Item	Description	MSRP	Price	Total
1	WBCONTACT 	**Please contact Wright Baber for questions regarding your quote. Cell: 832-245-9808 Email: wbaber@fitsupply.com**		$0.00	$0.00
1	BB-Contract	**Buy Board Contract** No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories		$0.00	$0.00
1	REQ-ER 	**Electrical Requirements** - Treadmills: 110V treadmills require the use of a 100/125vac, 50/60Hz, 20amp dedicated circuit (2.5KW maximum). - The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). - Ellipticals and Bikes: 110V - Televisions attached: 110V Disclaimer: Customer is required to have electrical available at Fitness equipment products that require power. Customer will be required to pay additional installation charges for a Technician to make a additional trip to program/complete installation when power/electrical is not active and fully functional at time of equipment installation.		$0.00	$0.00

I accept the terms and conditions of this quotation: Initial:_____

Quote# C 56

Qty	Item	Description	MSRP	Price	Total
1	CORE-9-3613-4TR-110-15A-10IN-60BLK 	**STAR TRAC 4 SERIES TREADMILL WITH 10" LCD** - DISPLAY: 10" Full Color LCD Display, non-touch - DRIVE SYSTEM: 3 HP DC motor - INCLINE RANGE: 0-15% max incline - SPEED RANGE: 0.5-12.5mph (0.5-20kmh) - DIMENSIONS: 81in x 32in x 60in - PRODUCT WEIGHT: 399lbs (181kg) - MAX USER WEIGHT: 450lb (205kg) *Warranty Info: Frame – 10 Years, Parts – 5 Years, Labor – 2 Years, Wear Items – 1 Year	$4,619.00	$2,812.50	$2,812.50
1	JOH-S-Drive C 	**Matrix S-Drive Performance Trainer; non-motorized, No Console**	$5,965.00	$3,925.00	$3,925.00
1	CORE-9-3190-4RB-10IN-60BLK 	**STAR TRAC 4 SERIES RECUMBENT BIKE WITH 10" LCD** - DISPLAY: 4 Series 10" Full Color LCD Display, non-touch - DRIVE SYSTEM: Alternator - ELECTRICAL REQUIREMENTS: LCD is self-generating; touch screen and PVS options require 12V/5 Amp power supply - DIMENSIONS: 68in x 23in x 54in - PRODUCT WEIGHT: 186lbs - MAX USER WEIGHT: 450lb *Warranty Info: Frame – 10 Years, Parts – 5 Years, Labor – 2 Years, Wear Items – 1 Year	$3,464.00	$2,223.21	$2,223.21

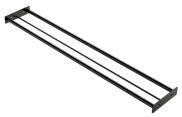
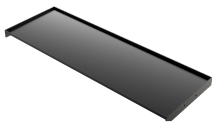
I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	JOH-CM-ES-LED	**Matrix Endurance LED Climbmill**  - DISPLAY: Large number LED with message center - POWER REQUIREMENTS: 100–240 V — 50/60Hz AC - ASSEMBLED DIMENSIONS: 63.5" x 40.3" x 85.8" - MAXIMUM USER WEIGHT: 400 lbs. Warranty Info: 3 Years Parts, 3 Years Labor	$10,895.00	$6,246.43	$6,246.43
1	CORE-9-4650-BINTP0	**STAIRMASTER HIIT BIKE**  - New pedal system makes switching in HIIT workouts quicker and easier - New console position and shorter handle bars fro improved console access - Dual-action wind resistance provides a total body workout - Bright user-friendly led display with key metrics - Robust heavy-gauge welded steel construction backed by a leading Full commercial warranty - HIIT console with easy to read backlit display, Bluetooth & ANT+ connectivity, and programmable time, distance, calories, time interval, and calorie interval programs - User compatible size range typically 4’11” to 6’8” (150 to 203 cm) tall	$2,991.00	$2,010.71	$2,010.71
1	EF-SKI-ROW-AIR-PWR-SR7	**Energy Fit Ski Row Air + Power (SR7)**  - Console: Monochrome LCD (2.8” W x 3.8” H) - Resistance System: Flywheel (Air) with Magnetic Brake - Resistance Levels: Console Settings 0-20 - Maximum User Weight: 350 lb. - Seat Height: 14.5”	$2,099.00	$2,053.57	$2,053.57
1	TRB-G-SLED	**Troy Push/ Pull Sled with movable poles** 	$391.50	$300.00	$300.00

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TRB-G-STRAP	**Troy Pull strap for G-SLED**	$23.40	$18.75	$18.75
					
2	JOH-MG-PRO690C-7-04	**Matrix Magnum Professional Half Rack 7 Config Storag**	$2,820.00	$2,110.71	$4,221.42
					
1	JOH-XS02-02 - MPR0140-273	**XULT 70" Medicine Ball Shelf**	$204.00	$119.64	$119.64
		- Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.			
1	JOH-XS06-02 - MPR0142-273	**XULT 70" Dumbbell/Kettlebell shelf**	$240.00	$166.07	$166.07
		- Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.			
1	JOH-XS10-02 - MPR0188-273	**XULT 70" Storage Shelf**	$432.00	$294.64	$294.64
		- Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.			

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q[illegible]6

Qty	Item	Description	MSRP	Price	Total
6	JOH-XS18-02 - MPR0145-273	**XULT SHELF BRACKET (SGL - W/HDW)** - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Sold Individually. *3 years limited warranty.	$44.00	$33.93	$203.58
1	JOH-XS08-02 - MPR0144-273	**XULT 70" Bumper/Bosu Rack** - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Mounts directly to uprights. *3 years limited warranty.	$370.00	$217.86	$217.86
1	JOH-XR16-02 - MPR0146-273	**XULT Rope Anchor**	$72.00	$53.57	$53.57
1	JOH-XR18-02 - MPR0151-273	**XULT Bolt-on Landmine** - Dynamic training options with versatile functional fitness accessories that stand up to hard use day after day. Sold individually.	$202.00	$160.71	$160.71

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
8	JOH-XR27C-02 - MPR0252-00	**XULT Adjustable Plate Horn - Chrome** - Dynamic training options with versatile functional fitness accessories that stand up to hard use day after day. Sold individually.	$90.00	$67.81	$542.48
2	JOH-MG-OPT44	**Matrix Magnum Bolt on Olympic Bar Holder (Pair)**	$260.00	$185.71	$371.42
1	JOH-MG-MARP9091-4-06	**Matrix Magnum MARP9091 4 06 Platform**	$1,680.00	$887.50	$887.50
1	TS-CDP-300	**Tuff Stuff Dual Adjustable Pulley System** - Compact, space-efficient corner design to fit any facility size - Commercial-grade welded construction - 16-position dual adjustable high/low pulley cable stations - Two (2) 150 lbs. steel weight stacks - Light Commercial Warranty: 10 YEARS Structural main frames, welds, cams and weight plates, 5 YEARS Pivot bearings, pulleys, bushings, guide rods and gas-shocks, 1 YEAR Cables, linear bearings and pull-pin components, 6 MONTHS Upholstery, finish and rubber grips, 1 Year ALL OTHER PARTS	$4,522.41	$2,637.50	$2,637.50

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	BSD-SGH500	**Body Solid Glute and Ham Machine**	$1,006.00	$658.93	$658.93
		- Vertical and horizontal adjustments ensure proper fit for any size user - Isolates lower posterior muscles - Works glutes, hamstrings, calves, abs and obliques in one machine - Oversized pads for comfort - Durafirm upholstery for durability - Step for easy access and dismount - Dimensions: 77"L x 33"W x 50"H Warranty Info: Frame - Lifetime, Parts - 3 Years			
1	BSD-SFB125	**Body Solid Pro Clubline Flat Bench**	$402.00	$267.86	$267.86
		- 2x3” 11-gauge steel construction - High-density foam - Attached transport wheels - Weight Capacity: 1500 lbs. - PAD Dimensions: 48”L x 12”W - Product Weight: 58.4 lbs. - Dimensions: 63”L x 25.1”W x 17”H			
1	BSD-SFID325	**Body Solid Pro Clubline FID Bench**	$779.00	$510.71	$510.71
		- The back pad and seat pad adjust individually of each other. - Weight capacity 1,000lbs+ - Thick durable upholstery - Oversized wheels with a front transport handle make the SFID325 very easy to move.			
1	BSD-SFID425	**Body Solid ProClub Line Flat - Incline - Decline Bench**	$854.00	$560.71	$560.71
					

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TAG-BAR-SQUAT	**Tag Safety Squat Bar**  - All Black Bar - Knurled Handles - Lifetime Warranty on Welds, Pads 6 months - Sleeve Diameter: 1.95 - Weight 55 lbs	$398.00	$278.60	$278.60
3	TRB-GBOSS-305SBP	**Troy 305lb OLYMPIC BUMPER PLATE SET W BAR + COLLARS** 	$1,084.58	$770.79	$2,312.37
1	TRB-HD-005-050R	**Troy 6 Sided Rubber Hex Dumbbell 5-50 lb Set (5 lb Increments)**  - USA rubber encased hex (6-sided) dumbbells are designed for home gym use, but can be used in a variety of settings. - Solid, anti-roll heads are securely affixed to all steel, chrome, contoured handles via a friction weld. Their durable rubber surface dramatically reduces noise, while helping to protect floors and equipment.	$1,404.70	$962.50	$962.50
1	TRB-HD-055-100R	**Troy 6 Sided Rubber Hex Dumbbell 55-100 lb Set (5 lb Increments)**  - Troy's versatile USA rubber encased hex (6-sided) dumbbells are designed for home gym use, but can be used in a variety of settings. Solid, anti-roll heads are securely affixed to all steel, chrome, contoured handles via a friction weld. Their durable rubber surface dramatically reduces noise, while helping to protect floors and equipment.	$3,958.70	$2,712.50	$2,712.50

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TRB-TDR-3 	**Troy Horizontal Dumbbell Rack - 3-Tier Rail Rack w/o Saddles** - The VTX Deluxe 3-Tier Horizontal Dumbbell Rack will hold up to 23 pairs of USA and VTX dumbbells ranging from 3 lbs. to 100lbs (including 8 & 12 lb. sizes), and will hold up to 20 pairs of Troy dumbbells ranging from 5lbs to 100lbs. This durable rack is constructed with 12-gauge heavy duty 2” x 2” tubing and designed to efficiently store a wide range of dumbbell sizes for institutional, vertical and home applications.	$672.30	$485.63	$485.63
1	TRB-KB-005G2 	**Troy 5 lb Black Cast Iron Kettlebell**	$11.96	$8.48	$8.48
1	TRB-KB-010G2 	**Troy 10 lb Black Cast Iron Kettlebell**	$24.90	$16.96	$16.96
1	TRB-KB-015G2 	**Troy 15 lb Black Cast Iron Kettlebell**	$37.36	$25.45	$25.45

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-020G2	**Troy 20 lb Black Cast Iron Kettlebell**	$49.80	$33.93	$33.93
					
1	TRB-KB-025G2	**Troy 25 lb Black Cast Iron Kettlebell**	$62.26	$42.41	$42.41
					
1	TRB-KB-030G2	**Troy 30 lb Black Cast Iron Kettlebell**	$74.70	$50.89	$50.89
					
1	TRB-KB-040G2	**Troy 40 lb Black Cast Iron Kettlebell**	$99.60	$67.86	$67.86
					
1	TRB-KB-050G2	**Troy 50 lb Black Cast Iron Kettlebell**	$124.50	$84.82	$84.82
					

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-060G2	**Troy 60 lb Black Cast Iron Kettlebell**	$149.40	$101.79	$101.79
					
1	TRB-GSMB-010	**Troy 10 lb VTX Slam Ball 9" Diameter**	$43.44	$32.82	$32.82
					
1	TRB-GSMB-020	**Troy 20 lb VTX Slam Ball 9" Diameter**	$67.22	$49.70	$49.70
					
1	TRB-GSMB-030	**Troy 30 lb VTX Slam Ball 9" Diameter**	$91.02	$66.57	$66.57
					

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q 56

Qty	Item	Description	MSRP	Price	Total
1	TRB-GSMB-040 	**Troy 40 lb VTX Slam Ball 10" Diameter**	$141.36	$105.00	$105.00
1	TRB-GSMB-050 	**Troy 50 lb VTX Slam Ball 10" Diameter**	$153.60	$112.50	$112.50
1	TRB-ROPE1-40G 	**Troy 1.5" 40ft long rope**	$173.44	$136.88	$136.88
2	PM-Silver-Bi-Annual-0-10 Pieces	**Silver Biannually Preventative Maintenance Agreement 0-10 pieces of equipment**	$500.00	$250.00	$500.00
	Target Account Discount				
		Free Bi-Annual Preventative Maintenance for 1-year			

I accept the terms and conditions of this quotation: Initial:_____

Quote# Q[illegible]56

Qty	Item	Description	MSRP	Price	Total
2	SFW-CFE3X360O4000PLD	**Safeware Light Commercial - Parts and Labor Coverage - $3,000 - $3,999.99 - 60 Months**	$296.00	$148.00	$296.00

Target Account Discount

Free 5-year parts and labor warranty for Star Trac Treadmill & Elliptical

Installation Discount

Subtotal:	$39,948.43
Shipping:	$3,500.00
Installation:	$2,500.00
Installation Discount:	($2,500.00)
Target Account Discount:	($796.00)
Tax Total:	$0.00
Total:	$42,652.43

I accept the terms and conditions of this quotation: Initial:_____

Terms & Conditions

AGREEMENT:

The executed or accepted product Proposal and these Terms and Conditions of Sale constitutes a Sales Agreement (hereinafter, "Agreement") between Fit Supply, LLC, a Texas limited liability company (hereinafter, "Fit Supply"), and Buyer, as set forth herein on the Agreement, for the purchase of the products and services listed hereinabove. Fit Supply's sales representatives do not have authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:

Buyer may provide Buyer's standard form of purchase order to place orders for products and services, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer provides its standard form of purchase order to place an order and prefers for any of its terms and conditions to be effective, Buyer shall deliver a written statement setting forth those terms and conditions that are different than those appearing herein prior to executing this Agreement for Fit Supply to consider. If Buyer executes this Agreement, Buyer agrees to all of Fit Supply's terms and conditions. All product or service orders shall be made or confirmed in writing and are subject to acceptance by Fit Supply. The Buyer shall be responsible for all costs and fees incurred by Fit Supply for refused shipments including freight and insurance costs. Orders cancelled after executing this Agreement will be subject to a cancellation fee of twenty-five percent (25%) of the total price listed on the proposal

PRICES:

The prices provided herein to Buyer for all products and services shall be valid for thirty (30) days from the date listed on the proposal unless executed. Buyer shall be responsible for all sales, use, or other taxes, applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fit Supply or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Fit Supply reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:

Fit Supply requires a non-refundable one-hundred percent (100%) down payment for all custom products. An executed Agreement containing custom products contractually obligates the Buyer to take delivery. Custom orders cannot be cancelled and may not be rescheduled without the prior approval of a corporate officer of Fit Supply, which may be withheld at the sole and absolute discretion of Fit Supply. All custom orders may have an upcharge to be determined by Fit Supply.

SHIPMENTS:

F.O.B. shipping point shall be Fit Supply's warehouse or the manufacturer's warehouse if shipped directly to the customer unless otherwise specified. Risk of loss with respect to Fit Supply products shall pass to Buyer at the time of delivery of the products to the carrier for shipment or upon pickup from Fit Supply's warehouse if Buyer arranges for pickup. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left Fit Supply's or manufacturer's warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods and equipment. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fit Supply regardless of any dispute the Buyer may have with any carrier or agents. Fit Supply will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fit Supply may, from time to time, be subject to manufacturer production or shipping delays as well as its own in house production or shipping delays. In such event, Buyer agrees that Fit Supply may, in its sole discretion, allocate distribution of Fit Supply's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fit Supply will not be liable for any damages, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fit Supply may provide reasonable notice to Buyer regarding any material delay in shipment. Fit Supply may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not alone relieve Buyer of its obligation to accept subsequent installments. Fit Supply may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of any order. Fit Supply will use its best efforts to deliver as specified, but in no event will Fit Supply be liable for any damages, consequential or otherwise, arising from any failure of Fit Supply to meet any delivery date.

RETURNS:

Any Custom Products and/or Customer modified Standard Products ordered from Fit Supply cannot be cancelled or returned. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging or in unused condition, when return is authorized in advance by Fit Supply. All returns shall be at the expense and risk of the Buyer and subject to a twenty-five (25%) restocking charge of the original purchase price.

WARRANTY:

BUYER AGREES THAT THE PRODUCTS OR GOODS BEING PURCHASED ARE "AS IS" UNLESS OTHERWISE STATED. ALL NEW EQUIPMENT PURCHASED FROM FIT SUPPLY WILL CARRY ITS OWN LIMITED WARRANTY FROM THE MANUFACTURER. FIT SUPPLY REMANUFACTURED USED PRODUCTS WILL HAVE A NINETY (90) DAY PARTS AND LABOR WARRANTY AND CLEANED AND SERVICED OR REFURBISHED USED PRODUCTS WILL HAVE A THIRTY (30) DAY PARTS AND LABOR WARRANTY. ANY SUCH WARRANTY MENTIONED HEREINABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FIT SUPPLY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FIT FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABLITY. FIT SUPPLY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED BY BUYER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES OR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF FIT SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I accept the terms and conditions of this quotation: Initial:_____

INSTALLATION:

The Buyer may choose to contract with Fit Supply to install the purchased products. Installation will be done in a workmanlike manner. At the time the order is placed, the Buyer will provide Fit Supply with a specific installation date and a site survey. If Buyer does not have a specific installation date, Fit Supply will contact Buyer with an install date. Fit Supply will make reasonable commercial efforts to install the product on or before the installation date. Product held more than ten (10) days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than thirty (30) days past the installation date at the Buyer's request will be subject to a ten percent (10%) restocking fee as well as a storage fee.

Fit Supply is not liable for any damage to existing driveways or other driving surfaces that may result from our delivery trucks, which can weigh up to 12,000 lbs. By executing this Agreement, you agree to notify FS prior to delivery if you are aware of conditions that are likely to result in damage to any driveway or other driving surfaces where our trucks must travel to deliver the equipment. You will be responsible for all damage done to any driveway or other driving surface. Delivery is available from the street at an additional cost.

PAYMENT:

Payment terms for installations are 50% down and 50% due upon delivery unless the terms state otherwise in the proposal. All shipped orders must be paid in full prior to shipping. Upon order acceptance, alternate payment terms may be established per Buyer 's request subject to Fit Supply's normal credit approval process. Fit Supply must receive the 50% down payment prior to any product being ordered and the final invoice must be paid prior to or on the date of shipment or installation. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fit Supply reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fit Supply to delay shipment of orders placed by Buyer and, at Fit Supply's option, to cancel any pending orders placed by Buyer. Fit Supply shall have the right to offset and deduct from any amounts due Buyer on all sums owning from Buyer to Fit Supply, if applicable. To secure the payment and performance of all obligations due and owing from Buyer to Fit Supply hereunder, Buyer hereby grants Fit Supply a Uniform Commercial Code purchase money security interest in products purchased from Fit Supply hereunder and the proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fit Supply, as secured party, under the Uniform Commercial Code, and Fit Supply has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fit Supply as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fit Supply may, upon default from Buyer, require Buyer to assemble the products and to make them legally available to Fit Supply for repossession, including reasonable access to the facilities of Buyer, and Fit Supply shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a $50.00 service charge for each returned check.

TERMINATION:

Buyer may not terminate this Agreement except by giving Fit Supply written notice prior to delivery. Upon termination, Buyer will be obligated to pay Fit Supply a cancellation fee of twenty-five percent (25%) of the value of the proposal.

USED EQUIPMENT CONDITIONS:

AS IS: No service or repairs will be done to the machine. No warranty is provided with "as is" products.

Cleaned and Serviced (Refurbished): Entails a process of returning a used product to a satisfactory working condition. The unit is cleaned and all moving/wear components are inspected and either lubricated, cleaned, calibrated, or replaced if not functional. We will not address any cosmetic issues on the product so your product may have cosmetic blemishes, signs of wear, scratches, discoloration, worn displays, etc. If you are looking to purchase a commercial machine that functions well but you are not concerned with the cosmetic appearance of the product, this is the condition for you. Products sold in this condition are eligible for a 30 day parts and labor warranty, which can be purchased separately.

Remanufactuered: Entails a process of returning a used product to a "like new" condition by painting the frame, replacing all wear components with new parts, and calibrating for optimum performance. The unit will perform and look "like new" and comes with a 90 day parts and labor warranty. If you are concerned with the cosmetic appearance of the product, then this is the condition you need to purchase. We also offer custom color options on all remanufactured products so please ask for more details.

ELCTRICAL REQUIREMENTS:

Treadmills: 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). Ellipticals and Bikes: 110V Televisions attached: 110V.

Customer has chosen to pickup the equipment listed herein from Fit Supply's warehouse. Customer understands that in doing so, the equipment will have NO WARRANTY and the customer is picking up the equipment at his/her own risk. Customer agrees that by signing this document that he/she has tested the equipment and it is in good working order. Customer agrees that Fit Supply will not be liable for the condition or the functionality of the equipment or for any injuries that may occur in transporting the equipment or from use of the equipment once it leaves the Fit Supply warehouse. Customer acknowledges that Fit Supply does offer a delivery service and will offer a warranty with such service, but Customer has declined such service.x_____

MISCELLANEOUS:

Force Majeure: Delivery dates as set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fit Supply shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including, but not limited to, acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. Waiver: No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

I accept the terms and conditions of this quotation: Initial:_____

Notice: Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered, and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability: In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.

Applicable Law; Personal Jurisdiction; Venue: This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas. All parties to this Agreement agree to submit to personal jurisdiction in the County of Tarrant, State of Texas, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Tarrant, State of Texas, United States of America.

Section Headings: The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Bankruptcy: In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fit Supply shall be entitled to cancel any unfilled part of Buyer 's purchase without any liability whatsoever.

Entire Agreement: The entire Agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage.

Attorney' s Fees: If any party institutes any action or proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment interest) and costs.

Authorized Representative:

_____	_____
Signature	Date
_____	_____
Print Name	Print Title
_____	_____
Company Name	Company Address

I accept the terms and conditions of this quotation: Initial:_____

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon the purchase of Holmatro Vehicle Extrication Equipment for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program, allows the Town to purchase the vehicle extrication equipment for two new fire apparatus.

Budget Impact:

The total expenditure for the vehicle extrication equipment is $79,940.00. A loose equipment budget was previously approved by the Town Council in FY-2022 for the Pumper/Engine and Quint. This item will be funded as follows:

Account No. 750-6160-10-00-2105-EQ - $39,970.00
Account No. 750-6160-10-00-2201-EQ - $39,970.00

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of Holmatro Vehicle Extrication Equipment for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of Holmatro Vehicle Extrication Equipment for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

QUOTE

Number	190456-0
Quote Date	05/25/2022
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: PROSPER FIRE DEPARTMENT
P O BOX 307
PROSPER, TX 75078

Ship to: PROSPER FIRE DEPARTMENT
1500 EAST 1ST STREET
PROSPER, TX 75078

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
PRO001	JASON GRAHAM	DAVID PETRICCA		

Entered By	FOB	Ship Via	Terms
DAVID PETRICCA	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Customer/Order Instructions

BUYBOARD CONTRACT #603-20

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
2	2	2	EA	HOL-159.000.063	PCU 50 PENTHEON CUTTER MAX. CUTTING OPENING 7.2"	11000.00	22000.00
2	2	2	EA	HOL-159.000.207	PTR50 PENTHEON TELESCOPIC RAM EXTENDED LENGTH 53.7" 1ST PLUNGER SPREAD 30,574 LBF 2ND PLUNGER SPREAD 14,613 LBF	9400.00	18800.00
2	2	2	EA	HOL-159.000.064	PSP 40 PENTHEON SPREADER SPREADING DISTANCE 28.5" MAX SQUEEZING FORCE 13,264 LBF	11300.00	22600.00
2	2	2	EA	HOL-151.001.902	TRE05 17IN EXTENSION PIPE PENTHEON NEW STYLE	900.00	1800.00
8	8	8	EA	HOL-151.000.583	PBPA 287 PENTHEON BATTERY	675.00	5400.00
4	4	4	EA	HOL-151.000.632	PBCH3 PENTHEON BATTERY CHARGER DC	450.00	1800.00
2	2	2	EA	HOL-151.000.508	PTDC1 TOOL DIAGNOSTICS CORD FOR PENTHEON	328.00	656.00
2	2	2	EA	HOL-150.003.105	HRS 22 NCT RAM SUPPORT	642.00	1284.00
2	2	2	EA	HOL-158.182.073	ACCESSORIES, SET- W/ CASE 2 SPREADING KITS, 2 CUTTING TIPS, 2 PULLING ATTACHMENTS	2800.00	5600.00

SubTotal	79,940.00
Total	79,940.00

QUOTE GOOD FOR 30 DAYS

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon the purchase of Stryker Medical Equipment for newly ordered Fire Department apparatus from Stryker Medical through the National Association of State Procurement Officials (NASPO) program.

Description of Agenda Item:

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

In October 2018, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the National Association of State Procurement Officials (NASPO) program for the purchasing of goods and services through the cooperative's publicly procured contracts. Being a part of this program allows the Town to purchase Stryker equipment for the new Central Fire Station while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the medical equipment is $172,429.37. A loose equipment budget was previously approved by the Town Council in FY-2022 for the Pumper-Engine, Quint, and two ambulances. This item will be funded as follows:

Account No. 750-6160-10-00-2105-EQ - $37,220.95
Account No. 750-6160-10-00-2106-EQ - $75,630.46
Account No. 750-6160-10-00-2201-EQ - $37,220.95
Account No. 750-6160-10-00-2202-EQ - $22,357.01

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of Stryker Medical Equipment for newly ordered Fire Department apparatus from Stryker Medical through the National Association of State Procurement Officials (NASPO) program.

Proposed Motion:

I move to approve the purchase of Stryker Medical Equipment for newly ordered Fire Department apparatus from Stryker Medical through the National Association of State Procurement Officials (NASPO) program.

LP15 x3, Power Pro XT x2, Lucas x1

Quote Number: 10359857
Version: 1
Prepared For: PROSPER FIRE DEPT CENTRAL FIRE STA
Attn:

GPO: NASPO SW300
Quote Date: 04/19/2022
Expiration Date: 06/30/2022

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: David Atkinson
Email: david.b.atkinson@stryker.com
Phone Number: 2145480069
Mobile: 2145480069

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	PROSPER FIRE DEPT CENTRAL FIRE STA	Name:	PROSPER FIRE DEPT CENTRAL FIRE STA	Name:	PROSPER FIRE DEPT
Account #:	1248829	Account #:	1248829	Account #:	1078159
Address:	1500 E 1ST ST	Address:	1500 E 1ST ST	Address:	PO BOX 307
	PROSPER		PROSPER		PROSPER
	Texas 75078-8971		Texas 75078-8971		Texas 75078

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	3	$30,415.20	$91,245.60
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	$0.00	$0.00
3.0	11141-000115	REDI-CHARGE Base (power cord not included)	3	$1,292.00	$3,876.00
4.0	11140-000015	AC power cord	3	$68.85	$206.55
5.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	3	$175.10	$525.30
6.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12	$398.65	$4,783.80
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	3	$227.80	$683.40
8.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	$544.00	$1,632.00
9.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	$599.25	$1,797.75
10.0	11160-000011	NIBP Cuff-Reusable, Infant	3	$17.85	$53.55
11.0	11160-000013	NIBP Cuff-Reusable, Child	3	$20.40	$61.20
12.0	11160-000015	NIBP Cuff-Reusable, Adult	3	$25.50	$76.50
13.0	11160-000017	NIBP Cuff -Reusable, Large Adult	3	$28.05	$84.15

LP15 x3, Power Pro XT x2, Lucas x1

Quote Number: 10359857

Version: 1

Prepared For: PROSPER FIRE DEPT CENTRAL FIRE STA

Attn:

GPO: NASPO SW300

Quote Date: 04/19/2022

Expiration Date: 06/30/2022

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number: 2145480069

Mobile: 2145480069

#	Product	Description	Qty	Sell Price	Total
14.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	3	$40.80	$122.40
15.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	$272.00	$816.00
16.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	$48.45	$145.35
17.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	$69.70	$209.10
18.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	3	$1,160.10	$3,480.30
19.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$13,876.50	$13,876.50
20.0	11576-000060	LUCAS Desk-Top Battery Charger	1	$994.50	$994.50
21.0	11576-000071	LUCAS External Power Supply	1	$355.30	$355.30
22.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	$605.20	$605.20
23.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	1	$23.80	$23.80
24.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	$119.00	$119.00
25.0	21576-000074	LUCAS Stabilization Strap	1	$78.20	$78.20
26.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	2	$22,357.01	$44,714.02
				Equipment Total:	$170,565.47

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
27.0	78000171	LIFENET Asset, per device	3	$621.30	$1,863.90
				ProCare Total:	$1,863.90

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

LP15 x3, Power Pro XT x2, Lucas x1

Quote Number: 10359857

Version: 1

Prepared For: PROSPER FIRE DEPT CENTRAL FIRE STA

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Quote Date: 04/19/2022

Expiration Date: 06/30/2022

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number: 2145480069

Mobile: 2145480069

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$172,429.37

Comments:

NASPO SW3000

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of one (1) Cascade SCBA Fill Station from August Industries Inc., through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the Cascade SCBA Fill Station for the new Central Fire Station while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the Cascade SCBA Fill Station is $72,813.50. This equipment was budgeted in the FF&E for the new Central Fire Station and will be funded from account No. 750-6610-10-00-2113-FC.

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of one (1) Cascade SCBA Fill Station from August Industries, Inc., through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of one (1) Cascade SCBA Fill Station from August Industries, Inc., through the Texas Local Government Purchasing Cooperative.

AUGUST INDUSTRIES INC.

May 25, 2022

Proposal for Prosper FD

August Industries is pleased to provide you with the following quote on your system.
AVAILABLE THROUGH BUY BOARD CONTRACT #603-20
BAUER UNICUS 4 STANDARD 13H-E1 or E3 COMPLETE INTEGRATED STATIONARY SYSTEM supplied with the following quality features:

- 6,000 PSI, 13 CFM CHARGING RATE
- 10 H.P. SINGLE OR THREE PHASE ELECTRIC MOTOR, (SPECIFY UPON ORDER)
- PLC CONTROLLER WITH MULTICOLOR HMI TOUCHPAD PANEL MOUNTED DISPLAY AND CARRIES FULL UL LISTING
- AUTO CASCADE CONTROL SYSTEM
- EMERGENCY STOP SWITCH
- INTEGRAL THREE POSITION, NFPA 1901 APPROVED FULL CONTAINMENT FILL STATION ACCOMMODATES SCBA OR SCUBA CYLINDERS
- AUTOMATIC CONDENSATE DRAIN SYSTEM WITH COLLECTION RESERVOIR AND LEVEL INDICATOR
- P-2 SECURUS ELECTRONIC FILTER MONITORING SYSTEM
- COMPRESSOR HIGH TEMP AND LOW OIL PROTECTION SYSTEM
- SOUND ATTENUATING ENCLOSURE WITH HINGED DOOR ACCESS
- INSTALLED WITH THE OPTIONAL GAS TEK CO MONITOR WIRED FOR ALARM AND SHUTDOWN
- FOUR (4) ASME CODE CYLINDERS INSTALLED IN AN INTEGRAL DESIGNED RACK IN REAR OF UNIT
- FIRE EDITION PAINT SCHEME

Complete package as described, LIST PRICE:	$82,670.00
OUR QUOTE:	**$72,813.50**

TERMS:

Net 30 with approved purchase order
This quoted price is valid for 60 days
Price does include shipping, installation, and training ($2,550.00)
August Industries will hold the unit until the station is ready for the installation but will bill the department for just the equipment cost upon receipt of the compressor at our facility. The installation portion will be billed when the installation is completed.
Please allow 6-8 weeks for completion

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of 12 SCBA's, 42 Air Cylinders, and two (2) RIT-PAK III's for newly ordered Fire Department apparatus from Municipal Emergency Services through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the SCBA's, Air Cylinders, and RIT-PAK's for newly ordered apparatus while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the apparatus equipment is $159,880.50. A loose equipment budget was previously approved by the Town Council in FY-2022 for the Pumper-Engine, Quint, and two ambulances. These items will be funded as follows:

Account No. 750-6160-10-00-2105-EQ - $62,659.65
Account No. 750-6160-10-00-2106-EQ - $17,280.60
Account No. 750-6160-10-00-2201-EQ - $62,659.65
Account No. 750-6160-10-00-2202-EQ - $17,280.60

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of 12 SCBA's, 42 air cylinders, and two (2) RIT-PAK III's from Municipal Emergency Services through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of 12 SCBA's, 42 air cylinders, and two (2) RIT-PAK III's from Municipal Emergency Services through the Texas Local Government Purchasing Cooperative.

Quote

MES - Texas
600 Century Plaza Dr.
Suite C-160
Houston, TX 77073

Quote #	QT1578881
Date	05/02/2022
Expires	06/17/2022
Sales Rep	Cousins, Grant
Shipping Method	FedEx Ground
Customer	Town of Prosper
Customer #	C32429

Bill To
Town of Prosper
P.O. BOX 307
PROSPER TX 75078
United States

Ship To
Chris Hall
PROSPER FIRE DEPARTMENT
1500 East 1st Street
Prosper TX 75078
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
MB2-201			Mask Bag - Red square canvas w/black fleece lining	2	$23.00	$46.00
201215-06			AV-3000 HT (L), KVLR w/ R BRKT	2	$338.50	$677.00
200954-12			RIT-PAK III,4.5,LG,AV,RECTUS	2	$3,412.90	$6,825.80
804723-01			(HM) CYL&VLV CARBON 60	2	$1,417.25	$2,834.50
X8814025301A03			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, Yes (with UEBSS Pouch), SEMS II Pro, No Case, 1 SCBA Per Box	12	$8,004.00	$96,048.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	42	$1,272.60	$53,449.20

Chris Hall

Buyboard Contract 603-20

Subtotal	$159,880.50
Shipping Cost	$0.00
Tax Total	$0.00
Total	$159,880.50

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of public safety communication mobile radios, portable radios, and equipment for newly ordered Fire Department apparatus from Motorola Solutions through a Texas Department of Information Resources (DIR) Purchasing Contract.

Description of Agenda Item:

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

The Town of Prosper entered into an interlocal agreement with the Texas Comptroller of Public Accounts Cooperative Purchasing Program (formerly, Texas Building and Procurement Commission) on March 14, 2006. Being a part of this program allows the Town to purchase emergency public safety radio communications equipment for the new Fire Department apparatus while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the radio equipment is $129,421.08. A loose equipment budget was previously approved by the Town Council in FY-2022 for the Pumper-Engine, Quint, and two ambulances. This item will be funded as follows:

Account No. 750-6160-10-00-2105-EQ - $36,160.56
Account No. 750-6160-10-00-2106-EQ - $28,549.98
Account No. 750-6160-10-00-2201-EQ - $36,160.56
Account No. 750-6160-10-00-2202-EQ - $28,549.98

Attached Documents:

1. Quote

Town Staff Recommendation:

Town staff recommends approving the purchase of public safety communication mobile radios, portable radios, and equipment for newly ordered Fire Department apparatus from Motorola Solutions through a Texas Department of Information Resources (DIR) Purchasing Contract.

Proposed Motion:

I move to approve the purchase of public safety communication mobile radios, portable radios, and equipment for newly ordered Fire Department apparatus from Motorola Solutions through a Texas Department of Information Resources (DIR) Purchasing Contract.







Prosper Fire

PFD Quint 2

05/02/2022

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("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in
anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-1744015

05/02/2022

Prosper Fire
1500 E FIRST ST
PROSPER, TX 75078

RE: Motorola Quote for PFD Quint 2
Dear Chief Blasingame,

Motorola Solutions is pleased to present Prosper Fire with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Prosper Fire with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1744015
PFD Quint 2

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Shipping Address:
PROSPER, TOWN OF
PROSPER FIRE DEPT
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/02/2022
Expiration Date:07/02/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Prosper Fire
Chief Blasingame
sblasingame@prospertx.gov

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	4	$9,139.00	$6,704.14	$26,816.56
2	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	4	$179.30	$134.48	$537.92
3	PMMN4106D	0372	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	4	$665.28	$498.96	$1,995.84
4	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	1	$9,264.00	$6,810.24	$6,810.24

Grand Total $36,160.56(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800







Prosper Fire

PFR Engine 4

05/02/2022

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anyone other than those required to evaluate the Information without the express written permission of Motorola.
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property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

QUOTE-1744051

05/02/2022

Prosper Fire
1500 E FIRST ST
PROSPER, TX 75078

RE: Motorola Quote for PFR Engine 4
Dear Chief Blasingame,

Motorola Solutions is pleased to present Prosper Fire with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Prosper Fire with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1744031
PFR Engine 4

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Shipping Address:
PROSPER, TOWN OF
PROSPER FIRE DEPT
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/02/2022
Expiration Date:08/02/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Prosper Fire
Chief Blasingame
sblasingame@prospertx.gov

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	4	$9,139.00	$6,704.14	$26,816.56
2	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	4	$179.30	$134.48	$537.92
3	PMMN4106D	0372	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	4	$665.28	$498.96	$1,995.84
4	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	1	$9,264.00	$6,810.24	$6,810.24

Grand Total $36,160.56(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800







Prosper Fire

PFR New Medic 1

05/02/2022

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MOTOROLA SOLUTIONS

QUOTE-1744035

05/02/2022

Prosper Fire
1500 E FIRST ST
PROSPER, TX 75078

RE: Motorola Quote for PFR New Medic 1
Dear Chief Blasingame,

Motorola Solutions is pleased to present Prosper Fire with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Prosper Fire with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1744035
PFR New Medic 1

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Shipping Address:
PROSPER, TOWN OF
PROSPER FIRE DEPT
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/02/2022
Expiration Date:08/02/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Prosper Fire
Chief Blasingame
sblasingame@prospertx.gov

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	2	$9,139.00	$6,704.14	$13,408.28
2	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	2	$179.30	$134.48	$268.96
3	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	$169.56	$127.17	$254.34
4	PMMN4106D	0372	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	2	$665.28	$498.96	$997.92
5	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	2	$9,264.00	$6,810.24	$13,620.48

Grand Total $28,549.98(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800







Prosper Fire

PFD Medic 4

05/02/2022

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MOTOROLA SOLUTIONS

QUOTE-1744040

05/02/2022

Prosper Fire
1500 E FIRST ST
PROSPER, TX 75078

RE: Motorola Quote for PFD Medic 4
Dear Chief Blasingame,

Motorola Solutions is pleased to present Prosper Fire with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Prosper Fire with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1744040
PFD Medic 4

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Shipping Address:
PROSPER, TOWN OF
PROSPER FIRE DEPT
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/02/2022
Expiration Date:08/02/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Prosper Fire
Chief Blasingame
sblasingame@prospertx.gov

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	2	$9,139.00	$6,704.14	$13,408.28
2	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	2	$179.30	$134.48	$268.96
3	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	$169.56	$127.17	$254.34
4	PMMN4106D	0372	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	2	$665.28	$498.96	$997.92
5	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	2	$9,264.00	$6,810.24	$13,620.48

Grand Total $28,549.98(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of public safety communication radios and equipment for the new Central Fire Station and Emergency Operations Center, from Motorola Solutions, through a Texas Department of Information Resources (DIR) Purchasing Contract.

Description of Agenda Item:

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

The Town of Prosper entered into an interlocal agreement with the Texas Comptroller of Public Accounts Cooperative Purchasing Program (formerly, Texas Building and Procurement Commission) on March 14, 2006. Being a part of this program allows the Town to purchase emergency public safety radio communications equipment for the new Central Fire Station including the Emergency Operations Center while also meeting all competitive bid requirements.

Budget Impact:

The total amount of this purchase is $118,196.58 and will be funded by the Public Safety Complex Phase 2 (Central Fire Station and Fire Administration) Construction Project Furniture, Fixtures, and Equipment Account 750-6610-10-00-2113-FC.

Attached Documents:

1. Quote

Town Staff Recommendation:

Town staff recommends approving the purchase of public safety communication radios and equipment for the new Central Fire Station and Emergency Operations Center, from Motorola Solutions, through a Texas Department of Information Resources (DIR) Purchasing Contract.

Proposed Motion:

I move to approve the purchase of public safety communication radios and equipment for the new Central Fire Station and Emergency Operations Center, from Motorola Solutions, through a Texas Department of Information Resources (DIR) Purchasing Contract.







Prosper Fire

NEW PFR CENTRAL FIRE STATION

05/02/2022

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MOTOROLA SOLUTIONS

QUOTE-1743745

05/02/2022

Prosper Fire
1500 E FIRST ST
PROSPER, TX 75078

RE: Motorola Quote for NEW PFR CENTRAL FIRE STATION
Dear Chief Stuart Blasingame,

Motorola Solutions is pleased to present Prosper Fire with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Prosper Fire with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1743745
NEW PFR CENTRAL FIRE STATION

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Shipping Address:
PROSPER FIRE DEPT
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/02/2022
Expiration Date:07/31/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
Prosper Fire
Chief Stuart Blasingame
sblasingame@prospertx.gov

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	4	$10,650.00	$7,822.02	$31,288.08
1a	GA09008AA	0681	ADD: GROUP SERVICES	4			
1b	G996AS	0681	ENH: OVER THE AIR PROVISIONING	4			
1c	GA00580AA	0681	ADD: TDMA OPERATION	4			
1d	G51AT	0681	ENH:SMARTZONE	4			
1e	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	4			
1f	GA05509AA	0681	DEL: DELETE UHF BAND	4			
1g	GA01606AA	0681	ADD: NO GPS/WI-FI ANTENNA NEEDED	4			
1h	B18CR	0681	ADD: AUXILIARY SPKR 7.5 WATT APX	4			
1i	G843AH	0681	ADD: AES ENCRYPTION AND ADP	4			
1j	G89AC	0681	ADD: NO RF ANTENNA NEEDED	4			

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MOTOROLA SOLUTIONS

QUOTE-1743745
NEW PFR CENTRAL FIRE STATION

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	4			
1l	G67EH	0681	ADD: REMOTE MOUNT E5 MP	4			
1m	QA03399AA	0681	ADD: ENHANCED DATA APX	4			
1n	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	4			
1o	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	4			
1p	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	4			
1q	W22BA	0681	ADD: STD PALM MICROPHONE APX	4			
1r	W969BG	0681	ADD: MULTIKEY OPERATION	4			
1s	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	4			
1t	G607AC	0681	ADD: REMOTE MOUNT CABLE 75 FT APX	4			
	APX™ Consolette						
2	L37TSS9PW1AN	0681	ALL BAND CONSOLETTE	1	$14,000.00	$10,267.52	$10,267.52
2a	GA09008AA	0681	ADD: GROUP SERVICES	1			
2b	G996AS	0681	ENH: OVER THE AIR PROVISIONING	1			
2c	GA00580AA	0681	ADD: TDMA OPERATION	1			
2d	CA01598AB	0681	ADD: AC LINE CORD US	1			
2e	G51AT	0681	ENH:SMARTZONE	1			
2f	GA05508AA	0681	DEL: DELETE VHF BAND	1			
2g	GA05509AA	0681	DEL: DELETE UHF BAND	1			
2h	G78AR	0185	ADD: 3Y ESSENTIAL SERVICE	1			
2i	L999AG	0681	ADD: FULL FP W/E5/ KEYPAD/CLOCK/VU	1			

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MOTOROLA SOLUTIONS

QUOTE-1743745
NEW PFR CENTRAL FIRE STATION

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
2j	G298AS	0681	ENH: ASTRO 25 OTAR W/ MULTIKEY	1			
2k	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1			
2l	QA03399AA	0681	ADD: ENHANCED DATA APX	1			
2m	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	1			
2n	W382AM	0681	ADD: CONTROL STATION DESK GCAI MIC	1			
2o	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	1			
3	HKN6243A	0761	BRACKET,APX CONSOLETTE WALL MOUNT BRACKET KIT	1	$60.00	$43.80	$43.80
4	HKN6233C	0761	APX CONSOLETTE RACK MOUNT KIT	1	$200.00	$146.00	$146.00
5	KT000254A01	0785	POWER SUPPLY,EXT 280W, 100-240VAC WITH 6PN MOLEX TO SAE ADPTR CBL	4	$290.52	$217.89	$871.56
6	HLN7002A	0362	ASSY:KIT,HARDWARE,TRUNNION HARDWARE*	4	$50.82	$40.66	$162.64
	Product Services						
7	LSV00Q00203A	0461	DEVICE INSTALLATION	4	$300.00	$300.00	$1,200.00
	APX™ Consolette						
8	L37TSS9PW1AN	0681	ALL BAND CONSOLETTE	2	$13,579.00	$9,960.19	$19,920.38
8a	L998AB	0681	ADD: LIMITED FRONT PANEL W/CLOCK/VU	2			
8b	GA09008AA	0681	ADD: GROUP SERVICES	2			
8c	G996AS	0681	ENH: OVER THE AIR PROVISIONING	2			
8d	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	2			
8e	GA00580AA	0681	ADD: TDMA OPERATION	2			

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MOTOROLA SOLUTIONS

QUOTE-1743745
NEW PFR CENTRAL FIRE STATION

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
8f	CA01598AB	0681	ADD: AC LINE CORD US	2			
8g	G51AT	0681	ENH:SMARTZONE	2			
8h	GA05508AA	0681	DEL: DELETE VHF BAND	2			
8i	GA05509AA	0681	DEL: DELETE UHF BAND	2			
8j	G78AR	0185	ADD: 3Y ESSENTIAL SERVICE	2			
8k	G298AS	0681	ENH: ASTRO 25 OTAR W/ MULTIKEY	2			
8l	G843AH	0681	ADD: AES ENCRYPTION AND ADP	2			
8m	QA03399AA	0681	ADD: ENHANCED DATA APX	2			
8n	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	2			
8o	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	2			
9	HKN6233C	0761	APX CONSOLETTE RACK MOUNT KIT	1	$200.00	$146.00	$146.00
10	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	$169.56	$127.17	$635.85
11	NNTN8844A	0785	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	$1,420.20	$1,065.15	$1,065.15

Grand Total $65,746.98(USD)

Notes:

- Lines 1-8: EOC Table and Watchroom Radios
  Lines 9-10: USDD and Scannercast Consolettes
  Lines 11-12: Single-Unit and Bank Chargers
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-1745901
Next_XE_All_Band

Billing Address:
PROSPER, TOWN OF
1500 E FIRST ST
PROSPER, TX 75078
US

Quote Date:05/03/2022
Expiration Date:08/01/2022
Quote Created By:
Robert Smoczynski
Robert.Smoczynski@
motorolasolutions.com

End Customer:
PROSPER, TOWN OF

Contract: 22918 - TX DIR

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	5		$8,241.00	$6,015.93	$30,079.65
1a	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	5		$28.00	$20.44	$102.20
1b	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	5		$770.00	$562.10	$2,810.50
1c	BD00001AA	ADD: CORE BUNDLE	5		$3,106.00	$2,267.38	$11,336.90
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	5		Included	Included	Included
1e	H38DA	ADD: SMARTZONE OPERATION	5		Included	Included	Included
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	5		Included	Included	Included
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	5		Included	Included	Included
1h	QA03399AK	ADD: ENHANCED DATA	5		Included	Included	Included
1i	Q387CB	ADD: MULTICAST VOTING SCAN	5		Included	Included	Included
1j	QA00580BA	ADD: TDMA OPERATION	5		Included	Included	Included
1k	QA09001AM	ADD: WIFI CAPABILITY	5		Included	Included	Included
1l	BD00010AA	ADD: SECURITY BUNDLE	5		$1,023.00	$746.79	$3,733.95

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MOTOROLA SOLUTIONS

QUOTE-1745901
Next_XE_All_Band

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1m	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	5		Included	Included	Included
1n	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	5		Included	Included	Included
1o	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	5		Included	Included	Included
1p	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	5		Included	Included	Included
1q	Q361CD	ADD: P25 9600 BAUD TRUNKING	5		Included	Included	Included
1r	QA09030AA	ADD: CPS/RM ONLY*	5		$0.00	$0.00	$0.00
1s	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	5		-$22.95	-$22.95	-$114.75
1t	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	5		-$300.00	-$300.00	-$1,500.00
1u	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	5		-$56.00	-$56.00	-$280.00
1v	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	5		$0.00	$0.00	$0.00
2	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	5		$258.50	$193.88	$969.40
3	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	5	12 MONTHS	$68.88	$68.88	$344.40
4	SSV01P01407B	APX NEXT SMART PROG-PROMO	5	1 YEAR	$75.00	$75.00	$375.00
5	SSV01P01406A	APX NEXT SMART CONNECT - PROMO	5	1 YEAR	$75.00	$75.00	$375.00
6	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	5	1 YEAR	$75.00	$75.00	$375.00
7	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	5	1 YEAR	$75.00	$75.00	$375.00

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MOTOROLA SOLUTIONS

QUOTE-1745901
Next_XE_All_Band

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8	SSV01P01685B	CC AWARE STARTER LOCATION & MAPPING FOR APX NEXT (1ST YEAR TRIAL)	5	1 YEAR	$56.00	$56.00	$280.00
9	PSV00S01424A	APX NEXT PROVISIONING*	1		$0.00	$0.00	$0.00
10	PSV01S02940A	SMARTMAPPING ENABLEMENT*	1		$0.00	$0.00	$0.00
11	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	5		$169.56	$127.17	$635.85
12	PMMN4132A	ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB	5		$680.40	$510.30	$2,551.50

Grand Total $52,449.60(USD)

Pricing Summary

	List Price	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$101,816.95	$52,449.60	$0.00
Grand Total System Price	$101,816.95	$52,449.60	$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.

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Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/msi/omterms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband

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network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.

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TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon approving the purchase of installation services of mobile radios, fire station alerting system, antennas, and all associated equipment.

Description of Agenda Item:

Mobile Communications of America (MCA) is Motorola's installation and service vendor for the Town of Prosper. This project would include all installations of mobile radios and antennas in the new Central Fire Station, including the Emergency Operations Center, and the installation of the fire station alerting system. MCA is also contracted with the Town of Prosper for all public safety repairs for radio and fire station alerting services at both stations and the Town of Prosper 9-1-1 Dispatch Center. The Town of Prosper is part of the City of Frisco's radio network system who also utilizes Mobile Communications of America (MCA) for all services under Motorola's service agreement for their radio network. They are also an approved US Digital Designs installer and the only service provider capable of turnkey service for combined Motorola communication and station alerting installations. The Fire Department has selected Mobile Communications of America (MCA), to be the most highly qualified firm for this project.

Budget Impact:

The total amount of this purchase is $32,400.00 and will be funded by the Public Safety Complex Phase 2 (Central Fire Station and Fire Administration) Construction Project Furniture, Fixtures, and Equipment Account 750-6610-10-00-2113-FC.

Legal Obligations and Review:

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

Attached Documents:

1. MCA Quote

Town Staff Recommendation:

Town staff recommends approving the purchase of installation services of mobile radios, fire station alerting system, antennas, and all associated equipment.

Proposed Motion:

I move to approve the purchase of installation services of mobile radios, fire station alerting system, antennas, and all associated equipment.

Mobile Communications America
501 Duncan Perry Rd
Arlington, TX 76011
Phone: 877-730-4339
Fax:

QUOTATION

729000047

Bill To:
Prosper TX Town of Fire Dept
1140 Teal Pkwy
Prosper, TX 75078

Ship To:
Prosper TX Town of Fire Dept
1140 Teal Pkwy
Prosper, TX 75078

Contact: Stuart Blasingame
Contact #: 972-347-2424

Contact: Stuart Blasingame
Contact #: 972-347-2424

Date: 06/06/2022	Customer #: 122844	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
7	AN000131A01	All-Band Antenna Kit: Mobile VHF/UHF 700/800 MHz	EA	240.00	1,680.00
500	LMR-400	3/8" LMR400 COAXIAL CABLE	FT	1.47	735.00
1	HDWKIT	Hardware Kit Includes all misc parts, connectors, and cables needed for antenna installation	EA	2,000.00	2,000.00
145	FT-HR-T1	FIELD TECH LABOR PER HOUR TIER1 Labor includes four field service techs for four and a half days, project management hours included. Scope of work: install USDD G2 Phoenix system components- ATX controller, LED speakers, Strobes, and other USDD equipment listed on attached file (filename: USDD.TX_PROS.CENTRAL.FSA.DWG). Customer to run power and grounding to equipment before installation	HOUR	145.00	21,025.00
48	FT-HR-T1	FIELD TECH LABOR PER HOUR TIER1 Labor includes 48 man-hours to install antennas on roof and run cabling to radios in ECO table, watchroom, and equipment room.	HOUR	145.00	6,960.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Cody Cross
Phone #: 682-229-9717
Email: codycross@callmc.com

Subtotal :	$32,400.00
Tax :	
Total Quote :	$32,400.00

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee
All orders are subject to partial shipment and partial invoice

Quote Valid for 30 Days.

MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such

amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

A. Up to $50,000.00 - Net within 30 days after date of invoice.
B. Over $50,000.00 require the below Milestone payments:
   40% down at order entry
   50% at shipment
   10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

A. Cash
B. Credit card payments by customers with credit terms with MCA

LATE FEES:
If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.
If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

A. ***COPYRIGHT AND MASK WORKS:*** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment

associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

B. ***REVERSE ENGINEERING:*** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

C. ***LOGOS AND TRADEMARKS:***
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

A. ***LIMITATIONS OF MCA LIABILITY:*** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

B. ***INSURANCE:*** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.

C. ***NO REPRESENTATIONS:*** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

D. ***WARRANTY AND DISCLAIMED WARRANTIES:*** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon awarding Bid No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to the construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On May 10, 2022, at 10:00 AM, four (4) bids were received for the LPP Pump Station and LPP Water Line Phase 2 project. The project includes the construction of a new separate dedicated pump station to serve the Lower Pressure Plane, along with the necessary property improvements at the existing Custer Road Pump Station site northwest of the Lowe's development. Due to pending construction of the Brookhollow multi-family development adjacent to the Custer Road Pump Station site, this project also includes the installation of 2,060 LF of 42-inch water line from the proposed pump station extending to the west past the proposed Brookhollow multi-family development prior to the construction of that project. The remaining estimated 8,800 LF of 42-inch water line, required to connect the proposed pump station to the existing Lower Pressure Plane Water Line Phase 1 project at the intersection of Coit Road and Richland Boulevard, is in the easement acquisition process and is scheduled to be bid later this year.

The water line pipe was bid with two (2) options: Bar-Wrapped Concrete Cylinder Pipe (Option C) or Polyurethane Coated Steel Pipe (Option D). The 42-inch Bar-Wrapped Concrete Cylinder Pipe (Option C) was selected as the preferred pipe material due to its consistency with the Town's use in similar large diameter installations as well as it being the most economical.

The project was advertised using the A+B Bidding alternative procurement method to allow the Town to take into consideration the number of calendar days bid for completion of the project. The number of calendar days is multiplied by the value of a calendar day as listed below and added to each bidder's base bid time for completion in the evaluation process. The award is based on the low bidder's amount.

Amount of Contract ($)	Value of a Calendar Day($)
$1,500,000 to $1,999,999.99	$500 per day
$2,000,000 to $2,999,999.99	$1,000 per day
$3,000,000 to $3,999,999.99	$1,500 per day
$4,000,000.00 or more	$2,000 per day

The verified base bids for the LPP Pump Station ranged between $15,466,683 and $17,074,310, and the LPP Water Line Phase 2 bids ranged from $811,640 to $1,411,100, resulting in total bids for the project ranging from $16,278,323 to $18,485,410. The Engineer's estimate was $13,894,700 for the LPP Pump Station and $1,661,300 for the LPP Water Line Phase 2 for a total of $15,556,000, which is slightly below the lowest bid. The proposed final completion times ranged from 540 calendar days to 640 calendar days.

The bids were tabulated in accordance with the evaluation criteria and after consideration of Costs and Time, Archer Western Construction was the selected firm that had the lowest bid for the project, with a cost of $16,278,323 (Pump Station and Water Line), and time of 640 days for final completion. Archer Western Construction successfully completed the expansion of the existing Custer Road Pump Station in October 2019. Staff also checked the references provided and received positive feedback.

Budget Impact:

The cost for the construction of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project is $16,278,323. The FY 2021-2022 Capital Improvement Program includes $14,062,000 (of which $3,000,000 was a grant from the EDA) for the LPP Pump Station construction, and $8,684,000 for the estimated total 10,860 LF of 42-inch LPP Water Line construction from the proposed pump station to the intersection of Coit Road and Richland Boulevard (Account No. 760-6610-10-00-1501-WA). The funding for this project will include $14,062,000 from the LPP Pump Station budget and $2,216,323 (2,060 LF) from the LPP Water Line budget for this project. Even though the LPP Pump Station construction cost of $15,466,683 exceeds the $14,062,000 budget for the LPP Pump Station project, the current construction budget for the LPP Water Line project is anticipated to cover the increased costs of the pump station. The latest Engineer's estimate for the remaining estimated 8,800 LF of 42-inch water line, required to connect the proposed pump station to the existing Lower Pressure Plane Water Line Phase 1 project at the intersection of Coit Road and Richland Boulevard, is expected to be within the residual $6,467,677 LPP Water Line budget.

Legal Obligations and Review:

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

Attached Documents:

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

Town Staff Recommendation:

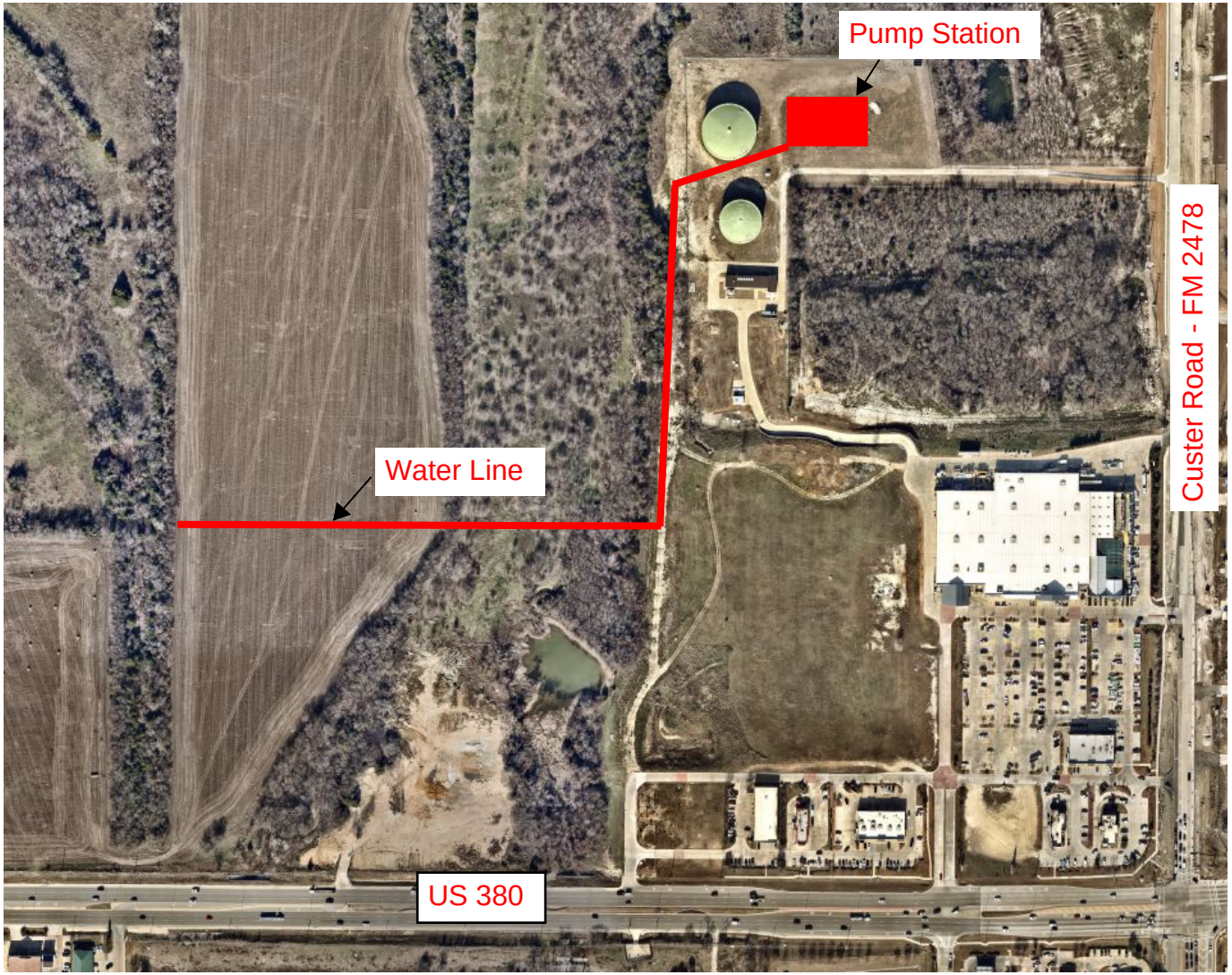
Town staff recommends that the Town Council award Bid No. 2022-05-B to Archer Western Construction, related to construction services for the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line Phase 2 project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2022-05-B to Archer Western Construction, related to construction services for the Lower Pressure Plane Pump Station and Lower Pressure Plane Water Line Phase 2 project; and authorize the Town Manager to execute a construction agreement for same.

LOCATION MAP

Lower Pressure Plane Pump Station and
Water Line Phase 2



TOWN OF PROSPER
BID TABULATION SUMMARY

Solicitation Number	Bid No. 2022-05-B
Solicitation Title	Lower Pressure Plane Pump Station
Close Date	5/10/2022 @ 10:00AM

Responding Supplier	Total Bid (A+B)	Total Bid (A+B+C)	Total Bid (A+B+D)
Archer Western Construction	**$15,466,683.00**	**$16,278,323.00**	**$16,513,163.00**
McKee Utility Contractors, Inc.	**$15,556,917.00**	**$16,895,917.00**	**No Bid**
Red River Construction Co.	**$15,870,600.00**	**$16,777,000.00**	**$17,106,600.00**
Thalle Construction	**$17,074,310.00**	**$18,413,310.00**	**$18,485,410.00**

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

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

Date: 5/10/2022

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

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

BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER’s written notice to proceed to the CONTRACTOR;
9. the Contractor’s Cost Bid;
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 **Sixteen Million Two Hundred Seventy Eight Thousand Three Hundred Twenty Three Dollars and no cents ($16,278,323.00).** 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 **610** 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

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

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

re: BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

   b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

   c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

   Contractor shall maintain throughout contract limits not less than:

   a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

      1) Premises / Operations

      2) Broad Form Contractual Liability

      3) Products and Completed Operations

      4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

G. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

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

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not

be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's

written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible

bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

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

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

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

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

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

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

[*Signatures continued on following page.*]

ARCHER WESTERN CONSTRUCTION, LLC	**TOWN OF PROSPER, TEXAS**
By: _____	By: **HARLAN JEFFERSON**
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 1411 Greenway Dr. Irving, Texas 75038	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: _____ Email: _____	Phone: (972) 346-2640 Email: hjefferson@prospertx.gov

ATTEST:

_____
MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)

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

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

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

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

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

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

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

ATTEST:	**PRINCIPAL**:
	_____ Company Name
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

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 **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)

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

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

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

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

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

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

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

ATTEST:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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 **14th day of June, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)

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

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

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

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

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

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

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

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

ATTEST:	**PRINCIPAL**:
	_____ Company Name
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

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION**

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: Clayton Barnard, P.E. Freese and Nichols, Inc.

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

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

SC.04 **BID AWARD:** The award shall be based on the lowest responsive and responsible bidder taking into consideration the number of days bid to complete the project.

A. For the purpose of award, each bid submitted shall consist of:

1. Base Bid (A) = The correct summation of the products and the quantities shown in the bid proposal, multiplied by the bid unit prices.

2. Time Bid (B) = (CD x Daily Value). The product of the total number of calendar days (CD) provided by the Contractor to complete the project and the daily value established in SC.04 B.

3. Total Bid = Base Bid (A) + Time Bid (B). The lowest Total Bid will be determined by the Town as the lowest sum of the Base Bid (A) + the Time Bid (B).

   Note: The dollar value of the Time Bid (B) will be used for evaluation purposes only, and will not be included in the contract award. However, the successful Contractor will be responsible for completing construction within the number of calendar days bid.

B. **Contractor will enter the number of days to complete the project in the appropriate section of the Bid Attributes.** The Town will calculate the Time Bid using the number of days bid by Contractor, and the corresponding value of a calendar day indicated in the matrix below, based on total of Contractor's Base Bid (A). The Town reserves the right to set a maximum value to the total number of days.

Amount of Contract ($)	Value of a Calendar Day ($)
$1,500,000 to $1,999,999.99	$500 per day
$2,000,000 to $2,999,999.99	$1,000 per day
$3,000,000 to $3,999,999.99	$1,500 per day
More than $4,000,000.00	$2,000 per day

SC.05 **PROJECT COMPLETION REQUIREMENT:** 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 **610** 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.

SC.06 **SUBMITTALS:** In order for your bid to be considered responsive, the following information should be submitted:

A. Respond to all Bid Items listed for this project.
B. Respond to all Bid Attributes listed for this project.
C. Submit Bid Guarantee (Bid Bond or Cashier's Check)
D. Complete and submit the Completed Projects and References Worksheet.
E. Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager).
F. Submit a sample of an actual project schedule used during construction.

SC.07 **SPECIAL CONDITIONS FOR TOWN'S UTILIZATION OF FEDERAL GRANT FUNDS:** Contractor agrees and acknowledges that funds received by it from the Town of Prosper, Texas, are subject to certain federal grant restrictions, as noted and as applicable:

A. United States Department of Commerce Standard Terms and Conditions.

B. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Specifically, during the performance of this Contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs 1 and 6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

C. All provisions contained in the Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141-3148; 42 U.S.C. § 3212.

D. The Contract Work Hours and Safety Standards Act, as amended, and all applicable provisions related thereto, pursuant to 40 U.S.C. §§ 3701-3708.

E. The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800).

F. Preservation of Historical and Archeological Data (54 U.S.C. § 312502).

G. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.).

H. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.).

I. The Energy Conservation and Production Act (42 U.S.C. § 6834 et seq.).

J. Executive Order 13717, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction."

K. Any and all applicable state or local construction codes, standards and requirements.

L. Any other federal laws, regulations or guidelines related to this award, including but not limited to any requirement contained in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Appendix II to Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

SC.08 **STANDARD TERMS AND CONDITIONS:** The EDA Standard Terms and Conditions for Construction Projects (March 22, 2021) and the Town of Prosper General Conditions for Construction are both applicable to this bid. However, should a conflict arise between the two, the EDA Standard Terms and Conditions for Construction Projects shall govern.

SC.09 **PREVAILING DAVIS-BACON WAGE RATES:** The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in this area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The current prevailing Davis-Bacon wage rate determinations for heavy construction in Collin and Denton counties that must be followed are outlined at the following link: https://sam.gov/search/?index=dbra&sort=-modifiedDate&page=1&pageSize=25&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bkey%5D=TX&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bvalue%5D=Texas&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bkey%5D=14837&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bvalue%5D=Collin&sfm%5Bconstruction_type%5D%5B0%5D%5Bkey%5D=Heavy&sfm%5Bconstruction_type%5D%5B0%5D%5Bvalue%5D=Heavy

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

A. Online Submission

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

B. Mailed/Delivered Submission

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

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

Mailing Address (US Postal Service Only):
Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

2022-05-B Addendum 5

Lower Pressure Plane Pump Station

Issue Date: 4/6/2022
Questions Deadline: 4/19/2022 12:00 PM (CT)
Response Deadline: 5/10/2022 10:00 AM (CT)

Contact Information

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

Event Information

Number: 2022-05-B Addendum 5
Title: Lower Pressure Plane Pump Station
Type: Request for Bids
Issue Date: 4/6/2022
Question Deadline: 4/19/2022 12:00 PM (CT)
Response Deadline: 5/10/2022 10:00 AM (CT)
Notes: **PROJECT ESTIMATE: $15,556,000**

The Town of Prosper is accepting competitive sealed bids for BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION. Bids will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Tuesday, May 10, 2022. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on Tuesday, May 10, 2022 @ 11:00 A.M. To participate in the bid opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/81550204153
Meeting ID: 815 5020 4153
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the Lower Pressure Plane Pump Station in accordance with the plans and specifications as well as various site improvements including but not limited to extensions of existing yard piping, grading, driveway, and drainage. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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 successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078

Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of $50.00 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 submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the official Planholders List.

Ship To Information

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

Billing Information

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

Bid Activities

Pre-Bid Meeting

4/14/2022 10:00:00 AM (CT)

A pre-bid meeting will be held online for this project at 10:00 A.M., Thursday April 14, 2022. Attendance is optional.

To participate in the pre-bid meeting, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/82999161240

Meeting ID: 829 9916 1240

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

Online Public Bid Opening

5/10/2022 11:00:00 AM (CT)

The bid opening will be held online on Tuesday, April 26, 2022 @ 11:00 A.M.

To participate in the bid opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/81550204153

Meeting ID: 815 5020 4153

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

Bid Attachments

2202-05-B Addendum #5.pdf Download

2202-05-B Addendum #5

2202-05-B Addendum #4.pdf Download

2202-05-B Addendum #4

2202-05-B Addendum #3.pdf Download

2202-05-B Addendum #3

2022-05-B Addendum 2.pdf Download

2022-05-B Addendum 2

Bid No. 2022-05-B Addendum No. 1 - Cover.pdf Download

Addendum No. 1 - Cover

Bid No. 2022-05-B Contract Documents and Specifications R4-12-22.pdf Download

Contract Documents and Specifications R4-12-22

Bid No. 2022-05-B - Lower Pressure Plane Pump Station Plan Set.pdf Download

Bid No. 2022-05-B Construction Plans

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

Standard Terms and Conditions for Procurements Construction

EDA-Construction-Standard-Terms-and-Conditions.pdf Download

EDA-Construction-Standard-Terms-and-Conditions

GENERAL CONDITIONS CIP 2-21-2020.pdf Download

GENERAL CONDITIONS CIP 2-21-2020

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

Insurance Requirements for Construction Services

Requirements_Affirmative_Action_(EEO).pdf Download

Requirements for Affirmative Action

Bid No. 2022-05-B Bid Bond.pdf Download

Bid No. 2022-05-B Bid Bond.pdf

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

CIP Completed Projects and References Worksheet

Out of State Contractor Compliance Form.pdf Download

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf Download

Conflict of Interest Questionnaire

Bid No. 2022-05-B Planholder Registration Form.pdf Download

Bid No. 2022-05-B Planholder Registration Form

Requested Attachments

Bid Bond
(Attachment required)

Completed Projects and References Worksheet
(Attachment required)

Conflict of Interest Questionnaire

Only submit if applicable

Out of State Contractor Compliance Form

Only submit if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
2	**Bid Proposal Condition No. 2** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award. ☐ I Agree *(Required: Check if applicable)*
3	**Bid Proposal Condition No. 3** The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received. ☐ I Agree *(Required: Check if applicable)*
4	**Bid Proposal Condition No. 4** Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. ☐ I Agree *(Required: Check if applicable)*

5	**Bid Proposal Condition No. 5** Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes. ☐ I Agree *(Required: Check if applicable)*
6	**Bid Proposal Condition No. 6** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☐ I Agree *(Required: Check if applicable)*
9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☐ I Agree *(Required: Check if applicable)*
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days bid** b**ased on date of Notice to Proceed.** ☐ I Agree *(Required: Check if applicable)*

11 **Bid Proposal Condition No. 11**

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

☐ I Agree
(Required: Check if applicable)

12 **Bid Proposal Condition No. 12**

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

☐ I Agree
(Required: Check if applicable)

13 **Bid Proposal Condition No. 13**

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

☐ I Agree
(Required: Check if applicable)

14 **Bid Proposal Condition No. 14**

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

☐ I Agree
(Required: Check if applicable)

15 **Bid Proposal Condition No. 15**

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

☐ I Agree
(Required: Check if applicable)

16 **Bid Proposal Condition No. 16**

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

☐ I Agree
(Required: Check if applicable)

17 **Base Bid**

Cost of Materials

$
(Required: Numbers only)

18 **Base Bid**

Cost of Labor, Profit, etc.

$

(Required: Numbers only)

19 **Addendum No. 1**

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

☐ Acknowledged

(Optional: Check if applicable)

20 **Addendum No. 2**

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

☐ Acknowledged

(Optional: Check if applicable)

21 **Addendum No. 3**

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

☐ Acknowledged

(Optional: Check if applicable)

22 **Addendum No. 4**

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

☐ Acknowledged

(Optional: Check if applicable)

23 **Addendum No. 5**

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

☐ Acknowledged

(Optional: Check if applicable)

24 **Subcontractor 1 - Name**

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

(Optional: Maximum 1000 characters allowed)

25 **Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

26 **Subcontractor 1 - % of Work**

%

(Optional)

27 **Subcontractor 2 - Name**

(Optional: Maximum 1000 characters allowed)

28 **Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

29 **Subcontractor 2 - % of Work**

%

(Optional)

30 **Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

31 **Subcontractor 3 - Type of Work**

(Optional: Maximum 1000 characters allowed)

32 **Subcontractor 3 - % of Work**

%

(Optional)

33 **Subcontractor 4 - Name**

(Optional: Maximum 1000 characters allowed)

34 **Subcontractor 4 - Type of Work**

(Optional: Maximum 1000 characters allowed)

35 **Subcontractor 4 - % of Work**

%

(Optional)

36 Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

37 Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

38 Subcontractor 5 - % of Work

%

(Optional)

39 Supplier 1 - Name

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

(Optional: Maximum 1000 characters allowed)

40 Supplier 1 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

41 Supplier 2 - Name

(Optional: Maximum 1000 characters allowed)

42 Supplier 2 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

43 Supplier 3 - Name

(Optional: Maximum 1000 characters allowed)

44 **Supplier 3 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

45 **Supplier 4 - Name**

(Optional: Maximum 1000 characters allowed)

46 **Supplier 4 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

47 **Supplier 5 - Name**

(Optional: Maximum 1000 characters allowed)

48 **Supplier 5 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

49 **Project Timeline: Substantial Completion**

Provide number of days to reach substantial completion of all construction

(Required: Numbers only)

50 **Project Timeline: Final Completion**

Provide number of days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1 **Package Header**

Section A Pump Station

Quantity: 1

Total: $

Supplier Notes:

No bid

Additional notes

Package Items

1.1 Item A-01 - Mobilization (Not to exceed 3% of Pump Station Bid Items)
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.2 Item A-02 – Storm Water Pollution Prevention Plan
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.3 Item A-03 – Trench Safety
(Response required)

Quantity: 1557 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.4 Item A-04 – Lower Pressure Plane Pump Station Building and Substructure
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.5 Item A-05 – Lower Pressure Plane Pump Station Yard Piping, Valves, and All Appurtenances
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.6 Item A-06 – Lower Pressure Plane Pump Station and Electrical Building Equipment and Lighting
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.7 Item A-07 – Backup Generator
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.8 Item A-08 – Lower Pressure Plane Pump Station Instrumentation and Controls
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

2 Package Header

Section B Pipeline Base

Quantity: 1 Total: $

Supplier Notes:

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

Package Items

2.1 Item B-01 - Mobilization (Not to exceed 3% of Pipeline Bid Items)
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

2.2 Item B-02 – Site Clearing and Grubbing
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

2.3 Item B-03 – Storm Water Pollution Prevention Plan
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

2.4 Item B-04 – Trench Safety
(Response required)

Quantity: 1985 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

2.5 Item B-05 – Cathodic Protection System
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

2.6 Item B-06 – 4-inch CAV and Manhole
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

2.7 Item B-07 – Seeding
(Response required)

Quantity: 2.35 UOM: AC Unit Price: $ Total: $

Supplier Notes:

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

2.8 Item B-08 – 60-inch Steel Casing by Other Than Open Cut
(Response required)

Quantity: 75 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

2.9 Item B-09 – Hydrostatic Testing
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

3 Package Header

Section C Option 1 - Pipeline Bar-Wrapped Concrete Cylinder Pipe Material

Quantity: 1 Total: $

Supplier Notes:

No bid

Additional notes
(Attach separate sheet)

Package Items

3.1 Item C-01 – Option 1 Lower Pressure Plane Pipeline Bar Wrapped Concrete Cylinder Pipe
(Response required)

Quantity: 2060 UOM: LF Unit Price: $ Total: $

Supplier Notes:

No bid

Additional notes
(Attach separate sheet)

4 Package Header

Section D Option 2 - Pipeline Polyurethane Steel Pipe Material

Quantity: 1 Total: $

Supplier Notes:

No bid

Additional notes
(Attach separate sheet)

Package Items

4.1 Item D-01 – Option 2 Lower Pressure Plane Pipeline Polyurethane Coated Steel Pipe
(Response required)

Quantity: 2060 UOM: LF Unit Price: $ Total: $

Supplier Notes:

No bid

Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

2022-05-B Addendum 5
Archer Western Construction
Supplier Response

Event Information

Number: 2022-05-B Addendum 5
Title: Lower Pressure Plane Pump Station
Type: Request for Bids
Issue Date: 4/6/2022
Deadline: 5/10/2022 10:00 AM (CT)
Notes: **PROJECT ESTIMATE: $15,556,000**

The Town of Prosper is accepting competitive sealed bids for BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION. Bids will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Tuesday, May 10, 2022. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on Tuesday, May 10, 2022 @ 11:00 A.M. To participate in the bid opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/81550204153
Meeting ID: 815 5020 4153
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the Lower Pressure Plane Pump Station in accordance with the plans and specifications as well as various site

improvements including but not limited to extensions of existing yard piping, grading, driveway, and drainage. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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 successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of $50.00 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 submitted in writing through IonWave.net, the Town’s e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the official Planholders List.

Contact Information

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

Archer Western Construction Information

Contact: Rod Lunkwitz
Address: 1411 Greenway Drive
Irving, TX 75038
Phone: (972) 457-8500
Fax: (972) 457-8501
Email: rlunkwitz@archerwestern.com

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

Jeff Scott
Signature

jscott@archerwestern.com
Email

Submitted at 5/10/2022 9:53:34 AM

Requested Attachments

Bid Bond — Bid Bond.pdf

Completed Projects and References Worksheet — CIP Completed Projects and References Worksheet_Sample Schedule_Resumes.pdf

Conflict of Interest Questionnaire — Conflict of Interest Questionnaire.pdf

Only submit if applicable

Out of State Contractor Compliance Form — Out of State Contractor Compliance to State Law.pdf

Only submit if applicable

Response Attachments

Signature Resolution of Authority for AWC, LLC Daniel P. Walsh & Scott Smiley.pdf

Signature Resolution of Authority

Supplier Information Signed Page.pdf

Supplier Information Signed Page

Pump Submittal Data Sheet - Peerless.pdf

Pump Submittal Data Sheet - Peerless

Pump Submittal Data Sheet - Smith Pump.pdf

Pump Submittal Data Sheet - Smith Pump

Pump Submittal Data Sheet - Floway.pdf

Pump Submittal Data Sheet - Floway

Pump Submittal Data Sheet - Johnson Pump.pdf

Pump Submittal Data Sheet - Johnson Pump

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
2	**Bid Proposal Condition No. 2** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award. ☑ I Agree (I Agree)
3	**Bid Proposal Condition No. 3** The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received. ☑ I Agree (I Agree)
4	**Bid Proposal Condition No. 4** Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. ☑ I Agree (I Agree)
5	**Bid Proposal Condition No. 5** Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes. ☑ I Agree (I Agree)
6	**Bid Proposal Condition No. 6** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☑ I Agree (I Agree)

8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☑ I Agree (I Agree)
9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☑ I Agree (I Agree)
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days bid** b**ased on date of Notice to Proceed.** ☑ I Agree (I Agree)
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days bid** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. ☑ I Agree (I Agree)
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. ☑ I Agree (I Agree)
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. ☑ I Agree (I Agree)
14	**Bid Proposal Condition No. 14** In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by ***surety company named in the space provided,*** to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.** ☑ I Agree (I Agree)
15	**Bid Proposal Condition No. 15** The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. ☑ I Agree (I Agree)

16 **Bid Proposal Condition No. 16**

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

☑ I Agree (I Agree)

17 **Base Bid**

Cost of Materials

$5000000

18 **Base Bid**

Cost of Labor, Profit, etc.

$12324803

19 **Addendum No. 1**

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

☑ Acknowledged (Acknowledged)

20 **Addendum No. 2**

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

☑ Acknowledged (Acknowledged)

21 **Addendum No. 3**

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

☑ Acknowledged (Acknowledged)

22 **Addendum No. 4**

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

☑ Acknowledged (Acknowledged)

23 **Addendum No. 5**

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

☑ Acknowledged (Acknowledged)

24 **Subcontractor 1 - Name**

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

FSG

25 **Subcontractor 1 - Type of Work**

Electrical

26 **Subcontractor 1 - % of Work**

30%

27 **Subcontractor 2 - Name**

Berger Engineering

28 **Subcontractor 2 - Type of Work**

HVAC

29 **Subcontractor 2 - % of Work**

3.15%

30 **Subcontractor 3 - Name**

Corrosion Control Resources

31 **Subcontractor 3 - Type of Work**

Painting

32 **Subcontractor 3 - % of Work**

0.8%

33 **Subcontractor 4 - Name**

Prime

34 **Subcontractor 4 - Type of Work**

Instrumentation

35 **Subcontractor 4 - % of Work**

3.75%

36 **Subcontractor 5 - Name**

Acurva

37 **Subcontractor 5 - Type of Work**

Roofing

38 **Subcontractor 5 - % of Work**

1.12%

39 **Supplier 1 - Name**

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

Smith

40 **Supplier 1 - Type of Material/Equipment**

Pumps

41 **Supplier 2 - Name**

No response

42 **Supplier 2 - Type of Material/Equipment**

No response

43 Supplier 3 - Name

No response

44 Supplier 3 - Type of Material/Equipment

No response

45 Supplier 4 - Name

No response

46 Supplier 4 - Type of Material/Equipment

No response

47 Supplier 5 - Name

No response

48 Supplier 5 - Type of Material/Equipment

No response

49 Project Timeline: Substantial Completion

Provide number of days to reach substantial completion of all construction

610

50 Project Timeline: Final Completion

Provide number of days to reach final completion of all construction

640

Bid Lines

1 Package Header

Section A Pump Station

Quantity: 1 Total: $15,027,428.00

Package Items

1.1 Item A-01 - Mobilization (Not to exceed 3% of Pump Station Bid Items)

Quantity: 1 UOM: LS Unit Price: $15,000.00 Total: $15,000.00

1.2 Item A-02 – Storm Water Pollution Prevention Plan

Quantity: 1 UOM: LS Unit Price: $25,200.00 Total: $25,200.00

1.3 Item A-03 – Trench Safety

Quantity: 1557 UOM: LF Unit Price: $4.00 Total: $6,228.00

1.4 Item A-04 – Lower Pressure Plane Pump Station Building and Substructure

Quantity: 1 UOM: LS Unit Price: $7,894,900.00 Total: $7,894,900.00

1.5 Item A-05 – Lower Pressure Plane Pump Station Yard Piping, Valves, and All Appurtenances

Quantity: 1 UOM: LS Unit Price: $2,228,400.00 Total: $2,228,400.00

1.6 Item A-06 – Lower Pressure Plane Pump Station and Electrical Building Equipment and Lighting

Quantity: 1 UOM: LS Unit Price: $3,000,200.00 Total: $3,000,200.00

1.7 Item A-07 – Backup Generator

Quantity: 1 UOM: LS Unit Price: $1,257,500.00 Total: $1,257,500.00

1.8 Item A-08 – Lower Pressure Plane Pump Station Instrumentation and Controls

Quantity: 1 UOM: LS Unit Price: $600,000.00 Total: $600,000.00

2 Package Header

Section B Pipeline Base

Quantity: 1 Total: $439,255.00

Package Items

2.1 Item B-01 - Mobilization (Not to exceed 3% of Pipeline Bid Items)

Quantity: 1 UOM: LS Unit Price: $10,000.00 Total: $10,000.00

2.2 Item B-02 – Site Clearing and Grubbing

Quantity: 1 UOM: LS Unit Price: $37,000.00 Total: $37,000.00

2.3 Item B-03 – Storm Water Pollution Prevention Plan

Quantity: 1 UOM: LS Unit Price: $30,400.00 Total: $30,400.00

2.4 Item B-04 – Trench Safety

Quantity: 1985 UOM: LF Unit Price: $3.00 Total: $5,955.00

2.5 Item B-05 – Cathodic Protection System

Quantity: 1 UOM: LS Unit Price: $75,000.00 Total: $75,000.00

2.6 Item B-06 – 4-inch CAV and Manhole

Quantity: 2 UOM: EA Unit Price: $21,300.00 Total: $42,600.00

2.7 Item B-07 – Seeding

Quantity: 2.35 UOM: AC Unit Price: $10,000.00 Total: $23,500.00

2.8 Item B-08 – 60-inch Steel Casing by Other Than Open Cut

Quantity: 75 UOM: LF Unit Price: $2,820.00 Total: $211,500.00

2.9 Item B-09 – Hydrostatic Testing

Quantity: 1 UOM: LS Unit Price: $3,300.00 Total: $3,300.00

3 Package Header

Section C Option 1 - Pipeline Bar-Wrapped Concrete Cylinder Pipe Material

Quantity: 1 Total: $811,640.00

Package Items

3.1 Item C-01 – Option 1 Lower Pressure Plane Pipeline Bar Wrapped Concrete Cylinder Pipe

Quantity: 2060 UOM: LF Unit Price: $394.00 Total: $811,640.00

4 Package Header

Section D Option 2 - Pipeline Polyurethane Steel Pipe Material

Quantity: 1 Total: $1,04

Package Items

4.1 Item D-01 – Option 2 Lower Pressure Plane Pipeline Polyurethane Coated Steel Pipe

Quantity: 2060 UOM: LF Unit Price: $508.00 Total: $1,046,480.00

Response Total: $17,324,803.00

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Archer Western Construction, LLC, whose address is 1411 Greenway Dr., Irving, TX 75038, hereinafter called Principal, and Travelers Casualty and Surety Company, a corporation organized and existing under the laws of the State of Connecticut, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of $ Five Percent (5%) of the Maximum 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. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION

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 breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

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

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 10th day of May, 2022.

ATTEST:

By: _____
Signature
Matthew M. Walsh, IV
Typed/Printed Name
Secretary
Title
929 W. Adams Street
Address
Chicago IL 60607
City State Zip
312-563-5400 N/A
Phone Fax

PRINCIPAL:

Archer Western Construction, LLC
Company Name
By: _____
Signature
Daniel P. Walsh
Typed/Printed Name
President
Title
1411 Greenway Drive
Address
Irving, TX 75038
City State Zip
972-457-8500 972-457-8501
Phone Fax

ATTEST:

By: _____
Signature
Ron Phillips
Printed Name
Witness
Title
929 W. Adams St.
Address
Chicago IL 60607
City State Zip
312-492-0644 N/A
Phone Fax

SURETY: Travelers Casualty and Surety Company

By: _____
Signature
Anne McCullom
Printed Name
Attorney-in-Fact
Title
929 W. Adams St.
Address
Chicago IL 60607
City State Zip
630-961-7037 630-961-7020
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: Travelers Bond / Bridgette S. Jackson
STREET ADDRESS: 1301 E. Collins Blvd., Ste. 111
CITY, STATE, ZIP: Richardson, TX 75081

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

TRAVELERS

Travelers Casualty and Surety Company of An
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne McCullom** of **CHICAGO**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **May**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PUBLIC WORKS

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Frank E. Jaromin, P.E., Director of Public Works**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon awarding CSP No. 2022-38-B to DDM Construction Corporation, related to construction services for Prosper Public Works Highpoint Drive (Hays Road to Betts Drive); and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On April 26, 2022, at 3:00 PM, four (4) Competitive Sealed Proposals (CSP) were received for Prosper Public Works Highpoint Drive (Hays Road to Betts Drive). The project was advertised using the CSP Construction Alternative Procurement Method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

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

The verified cost proposals ranged between $786,170.00 and $1,022,775.00. The Engineer's Estimate was $981,640.00. The proposed project completion times ranged from 130 calendar days to 200 calendar days. DDM Construction Corporation was the firm that ranked the highest after consideration of cost, time, and qualifications, with a cost of $786,170.00 and project completion time of 180 calendar days.

DDM Construction Corporation was recently awarded Bid Number 2019-49-B for East Fifth Street, North Street, Lane Street, and related water lines. Staff has reported good performance on this project. The reconstruction costs of Highpoint Drive (Hays Road to Betts Drive) were included in DDM Constructions bid. Highpoint Drive is proposed to be reconstructed with 24-foot-wide, six-inch reinforced concrete pavement with six-inch cement stabilized subgrade. During construction,

Highpoint Drive will be reduced to one lane and will allow for one-way traffic, flowing eastbound. Staff will be notifying the Fire Department and PISD in advance of the closure.

Budget Impact:

The cost for construction is $786,170.00 and will be funded from Annual Street Contract Services Account No. 100-5485-50-01 for $658,170.00, and Storm Water account 450-6110-98-02 for $128,000.00.

Legal Obligations and Review:

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

Attached Documents:

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

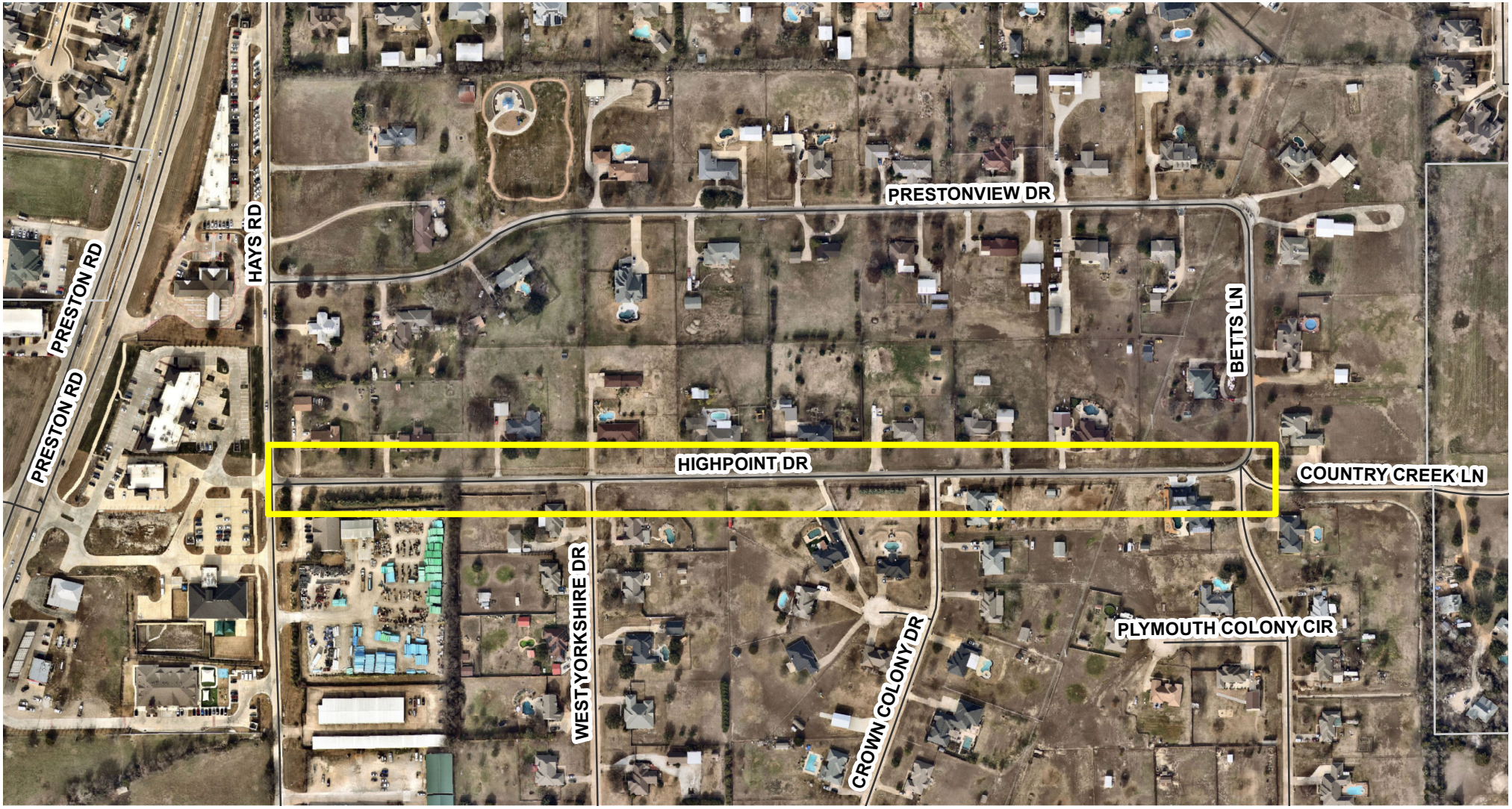
Town Staff Recommendation:

Town staff recommends awarding CSP No. 2022-38-B to DDM Construction corporation related to construction services for Prosper Public Works Highpoint Drive (Hays Road to Betts Drive); and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to approve awarding CSP No. 2022-38-B to DDM Construction corporation related to construction services for Prosper Public Works Highpoint Drive (Hays Road to Betts Drive); and authorizing the Town Manager to execute a construction agreement for same.

CSP No. 2022-38-B for Prosper Public Works



This map is for illustration purposes only.

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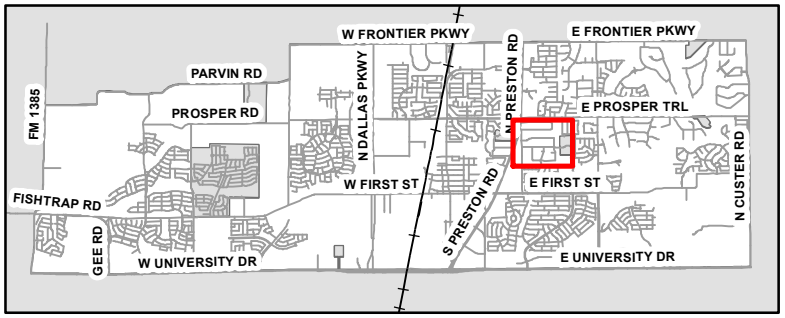


TOWN OF PROSPER

CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT DRIVE: HAYS ROAD TO BETTS DRIVE

EVALUATION MATRIX		DDM CONSTRUCTION CORPORATION		GROD CONSTRUCTION, LLC		HQS CONSTRUCTION		XIT PAVING AND CONSTRUCTION, INC.	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Cost Proposal	**50%**	10.00	5.00	8.43	4.21	7.69	3.84	9.55	4.78
Proposed Project Timeline	**20%**	10.00	2.00	8.00	1.60	3.29	0.66	10.00	2.00
Qualifications and Experience	**30%**	8.89	2.67	8.28	2.48	8.17	2.45	8.11	2.43
TOTAL	**100%**		**9.67**		**8.30**		**6.95**		**9.21**

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

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

CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Seven Hundred Eighty-Six Thousand One Hundred Seventy dollars and no cents ($786,170.00).** 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 **90** calendar days after the date of the Notice to Proceed for the base proposal. 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

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

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

re: CSP No. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

   b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

   c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

   Contractor shall maintain throughout contract limits not less than:

   a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

      1) Premises / Operations

      2) Broad Form Contractual Liability

      3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

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

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

G. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

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

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

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

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

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

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

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

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

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

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

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

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

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

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

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

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

[*Signatures continued on following page.*]

DDM CONSTRUCTION CORPORATION	**TOWN OF PROSPER, TEXAS**
By: _____	By: **HARLAN JEFFERSON**
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 4006 Belt Line Rd. Ste. 230 Addison, Texas 75001	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: _____ Email: _____	Phone: (972) 346-2640 Email: hjefferson@prospertx.gov

ATTEST:

_____
MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD

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

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

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

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

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

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

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

ATTEST:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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 **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD

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

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

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

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

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

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

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

ATTEST:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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 **14th day of June, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD

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

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

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

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

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

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

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

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

ATTEST:	**PRINCIPAL**:
	_____ Company Name
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

2022-38-B

Prosper Public Works Highpoint Drive: Hays Road to Betts Drive

Issue Date: 4/6/2022
Questions Deadline: 4/19/2022 12:00 PM (CT)
Response Deadline: 4/26/2022 02:00 PM (CT)

Contact Information

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

Event Information

Number:	2022-38-B
Title:	Prosper Public Works Highpoint Drive: Hays Road to Betts Drive
Type:	Competitive Sealed Proposal
Issue Date:	4/6/2022
Question Deadline:	4/19/2022 12:00 PM (CT)
Response Deadline:	4/26/2022 02:00 PM (CT)
Notes:	**Project Estimate: $981,640**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-38-B PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Tuesday, April 26, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/85934046591
Meeting ID: 859 3404 6591
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of remove existing roadway and replace with 6" cement treated subgrade, six inch reinforced concrete pavement, storm water headwalls corrugated metal pipe of various size, traffic control, sodding and roadway excavation.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas 75078

Phone: (972) 569-1056 without charge. These documents may be acquired f… that office for the non-refundable purchase price of $10.00 per set, payable to Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the formal Planholder Listing.

Ship To Information

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

Billing Information

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

Bid Activities

Online Public Proposal Opening

4/26/2022 3:00:00 PM (CT)

The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/85934046591
Meeting ID: 859 3404 6591
Dial-in any of these numbers +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,+1 301 715 8592 or +1 346 248 7799

Bid Attachments

CSP No. 2022-38-B Contract Documents and Specifications.pdf

Download

CSP No. 2022-38-B Contract Documents and Specifications

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

Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf Download

GENERAL CONDITIONS CIP 2-21-2020

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

Insurance Requirements for Construction Services

CSP No. 2022-38-B Bid Bond.pdf Download

CSP No. 2022-38-B Bid Bond

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

CIP Completed Projects and References Worksheet

Out of State Contractor Compliance Form.pdf Download

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf Download

Conflict of Interest Questionnaire

CSP No. 2022-38-B Planholder Registration Form.pdf Download

CSP No. 2022-38-B Planholder Registration Form

Requested Attachments

A1 Qualifications and Experience

(Attachment required)

Outline contractor and subcontractor experience with similar projects

A2 Resumes

(Attachment required)

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

A3 Completed Projects and References Worksheet

(Attachment required)

Complete and submit the Completed Projects and References Worksheet

A4 Project Schedule

(Attachment required)

Submit a copy of an actual project schedule used during construction for same or similar project. This is an example only and not specific for this project.

Bid Bond

(Attachment required)

Conflict of Interest Questionnaire

Only submit if applicable

Out of State Contractor Compliance Form

Only submit if applicable

Bid Attributes

1 **Bid Proposal Condition No. 1**

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

☐ I Agree
(Required: Check if applicable)

2 **Bid Proposal Condition No. 2**

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

☐ I Agree
(Required: Check if applicable)

3 **Bid Proposal Condition No. 3**

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

☐ I Agree
(Required: Check if applicable)

4 **Bid Proposal Condition No. 4**

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

☐ I Agree
(Required: Check if applicable)

5 **Bid Proposal Condition No. 5**

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

☐ I Agree
(Required: Check if applicable)

6 **Bid Proposal Condition No. 6**

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

☐ I Agree
(Required: Check if applicable)

7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☐ I Agree *(Required: Check if applicable)*
9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☐ I Agree *(Required: Check if applicable)*
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days proposed** b**ased on date of Notice to Proceed.** ☐ I Agree *(Required: Check if applicable)*
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. ☐ I Agree *(Required: Check if applicable)*
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. ☐ I Agree *(Required: Check if applicable)*
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. ☐ I Agree *(Required: Check if applicable)*

14 **Bid Proposal Condition No. 14**

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

☐ I Agree
(Required: Check if applicable)

15 **Bid Proposal Condition No. 15**

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

☐ I Agree
(Required: Check if applicable)

16 **Bid Proposal Condition No. 16**

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

☐ I Agree
(Required: Check if applicable)

17 **Base Bid**

Cost of Materials

$
(Required: Numbers only)

18 **Base Bid**

Cost of Labor, Profit, etc.

$
(Required: Numbers only)

19 **Addendum No. 1**

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

☐ Acknowledged
(Optional: Check if applicable)

20 **Addendum No. 2**

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

☐ Acknowledged
(Optional: Check if applicable)

21 **Addendum No. 3**

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

☐ Acknowledged
(Optional: Check if applicable)

22 **Addendum No. 4**

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

☐ Acknowledged
(Optional: Check if applicable)

23 **Addendum No. 5**

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

☐ Acknowledged

(Optional: Check if applicable)

24 **Subcontractor 1 - Name**

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

(Optional: Maximum 1000 characters allowed)

25 **Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

26 **Subcontractor 1 - % of Work**

%

(Optional)

27 **Subcontractor 2 - Name**

(Optional: Maximum 1000 characters allowed)

28 **Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

29 **Subcontractor 2 - % of Work**

%

(Optional)

30 **Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

31 Subcontractor 3 - Type of Work

(Optional: Maximum 1000 characters allowed)

32 Subcontractor 3 - % of Work

%

(Optional)

33 Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

34 Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

35 Subcontractor 4 - % of Work

%

(Optional)

36 Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

37 Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

38 Subcontractor 5 - % of Work

%

(Optional)

39 **Supplier 1 - Name**

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

(Optional: Maximum 1000 characters allowed)

40 **Supplier 1 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

41 **Supplier 2 - Name**

(Optional: Maximum 1000 characters allowed)

42 **Supplier 2 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

43 **Supplier 3 - Name**

(Optional: Maximum 1000 characters allowed)

44 **Supplier 3 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

45 **Supplier 4 - Name**

(Optional: Maximum 1000 characters allowed)

46 **Supplier 4 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

47 **Supplier 5 - Name**

(Optional: Maximum 1000 characters allowed)

48 **Supplier 5 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

49 **Project Timeline: Substantial Completion**

Provide number of days to reach substantial completion of all construction

(Required: Numbers only)

50 **Project Timeline: Final Completion**

Provide number of days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1 6 in Reinforced Concrete Pavement (24 ft)

(Response required)

Quantity: 6250 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 5 in Reinforced Driveways

(Response required)

Quantity: 280 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 Roadway Excavation
(Response required)
Quantity: 1 UOM: LS Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

4 Prepare and Implement Storm Water Prevention Plan (SWPPP)
(Response required)
Quantity: 1 UOM: LS Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

5 Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals
(Response required)
Quantity: 1 UOM: LS Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Sod (15 ft on north, 15 ft on south)
(Response required)
Quantity: 6400 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Cement Slurry (50 lb/sy)
(Response required)
Quantity: 175 UOM: TN Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 6 in Cement Treated Subgrade
(Response required)
Quantity: 7000 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Culverts 16 inch Installed Complete
(Response required)
Quantity: 90 UOM: LF Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 Culverts 18 inch Installed Complete
(Response required)
Quantity: 20 UOM: LF Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

11 Culverts 12 inch Installed complete
(Response required)
Quantity: 20 UOM: LF Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

12 Headwall (All Sizes) Installed Complete
(Response required)
Quantity: 16 UOM: EA Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

13 Grade Ditches
(Response required)
Quantity: 4640 UOM: LF Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

14 Remove Existing Pavement
(Response required)
Quantity: 5670 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

15 5 in Asphalt Pavement
(Response required)
Quantity: 50 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

16 6 in Intersection Concrete Paving
(Response required)
Quantity: 260 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

17 Culverts 24 Inch
(Response required)
Quantity: 60 UOM: LF Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

2022-38-B
DDM Construction Corporation
DDM Construction Corporation
Supplier Response

Event Information

Number: 2022-38-B
Title: Prosper Public Works Highpoint Drive: Hays Road to Betts Drive
Type: Competitive Sealed Proposal
Issue Date: 4/6/2022
Deadline: 4/26/2022 02:00 PM (CT)
Notes: **Project Estimate: $981,640**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-38-B PROSPER PUBLIC WORKS HIGHPOINT ROAD, HAYS ROAD TO BETTS ROAD. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Tuesday, April 26, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Tuesday, April 26, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/85934046591
Meeting ID: 859 3404 6591
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of remove existing roadway and replace with 6" cement treated subgrade, six inch reinforced concrete pavement, storm water headwalls corrugated metal pipe of various size, traffic control, sodding and roadway excavation.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 569-1056 without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 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 proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the formal Planholder Listing.

Contact Information

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

DDM Construction Corporation Information

Contact: Zack Markwardt
Address: 4006 Belt Line Rd. Ste 230
Addison, TX 75001
Phone: (940) 217-5751
Email: estimators@ddmcc.net
Web Address: www.ddmcc.net

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

Zack Markwardt
Signature

estimators@ddmcc.net
Email

Submitted at 4/26/2022 1:22:06 PM

Requested Attachments

A1 Qualifications and Experience A1-Qualifications & Experience (Contractor & Subcontractor) SUBMITTED.pdf

Outline contractor and subcontractor experience with similar projects

A2 Resumes A2-Resumes SUBMITTED.pdf

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

A3 Completed Projects and References Worksheet A3-Completed Projects and References Worksheet SUBMITTED.pdf

Complete and submit the Completed Projects and References Worksheet

A4 Project Schedule A4-Project Schedule SUBMITTED.pdf

Submit a copy of an actual project schedule used during construction for same or similar project. This is an example only and not specific for this project.

Bid Bond 01-Bid Bond (SUBMITTED).pdf

Conflict of Interest Questionnaire 01-COI (SUBMITTED).pdf

Only submit if applicable

Out of State Contractor Compliance Form 01-Out of State Contractor Compliance Form (SUBMITTED).pdf

Only submit if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)

2	**Bid Proposal Condition No. 2** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award. ☑ I Agree (I Agree)
3	**Bid Proposal Condition No. 3** The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received. ☑ I Agree (I Agree)
4	**Bid Proposal Condition No. 4** Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. ☑ I Agree (I Agree)
5	**Bid Proposal Condition No. 5** Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes. ☑ I Agree (I Agree)
6	**Bid Proposal Condition No. 6** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☑ I Agree (I Agree)

9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☑ I Agree (I Agree)
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days proposed** b**ased on date of Notice to Proceed.** ☑ I Agree (I Agree)
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. ☑ I Agree (I Agree)
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. ☑ I Agree (I Agree)
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. ☑ I Agree (I Agree)
14	**Bid Proposal Condition No. 14** In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by ***surety company named in the space provided,*** to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.** ☑ I Agree (I Agree)
15	**Bid Proposal Condition No. 15** The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. ☑ I Agree (I Agree)
16	**Bid Proposal Condition No. 16** The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. ☑ I Agree (I Agree)

17 **Base Bid**

Cost of Materials

$290191

18 **Base Bid**

Cost of Labor, Profit, etc.

$495979

19 **Addendum No. 1**

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

☐ *Acknowledged (Acknowledged)*

20 **Addendum No. 2**

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

☐ *Acknowledged (Acknowledged)*

21 **Addendum No. 3**

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

☐ *Acknowledged (Acknowledged)*

22 **Addendum No. 4**

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

☐ *Acknowledged (Acknowledged)*

23 **Addendum No. 5**

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

☐ *Acknowledged (Acknowledged)*

24 **Subcontractor 1 - Name**

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

Green Scaping

25 **Subcontractor 1 - Type of Work**

Landscape & Irrigation Repair

26 **Subcontractor 1 - % of Work**

5%

27 **Subcontractor 2 - Name**

Dustrol

28 **Subcontractor 2 - Type of Work**

Asphalt Milling

29 **Subcontractor 2 - % of Work**

1%

30 **Subcontractor 3 - Name**

Reliable Concrete Cutting

31 **Subcontractor 3 - Type of Work**

Saw & Seal

32 **Subcontractor 3 - % of Work**

1%

33 **Subcontractor 4 - Name**

Cross Roads

34 **Subcontractor 4 - Type of Work**

Traffic Control

35 **Subcontractor 4 - % of Work**

1%

36 **Subcontractor 5 - Name**

Alliance Trucking

37 **Subcontractor 5 - Type of Work**

Trucking

38 **Subcontractor 5 - % of Work**

1%

39 **Supplier 1 - Name**

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

Martin Marietta

40 **Supplier 1 - Type of Material/Equipment**

Cement Slurry/Aggregate

41 **Supplier 2 - Name**

Fabco

42 **Supplier 2 - Type of Material/Equipment**

Rebar & Concrete Accessories

43 **Supplier 3 - Name**

SRM

44	**Supplier 3 - Type of Material/Equipment** Ready Mix Concrete
45	**Supplier 4 - Name** Old Castle
46	**Supplier 4 - Type of Material/Equipment** Storm Structure
47	**Supplier 5 - Name** Reynolds Asphalt
48	**Supplier 5 - Type of Material/Equipment** Asphalt Material
49	**Project Timeline: Substantial Completion** Provide number of days to reach substantial completion of all construction 90
50	**Project Timeline: Final Completion** Provide number of days to reach final completion of all construction 120

Bid Lines

1	6 in Reinforced Concrete Pavement (24 ft)	Quantity: 6250	UOM: SY	Unit Price:	$65.00	Total: $406,250.00
2	5 in Reinforced Driveways	Quantity: 280	UOM: SY	Unit Price:	$100.00	Total: $28,000.00
3	Roadway Excavation	Quantity: 1	UOM: LS	Unit Price:	$67,600.00	Total: $67,600.00
4	Prepare and Implement Storm Water Prevention Plan (SWPPP)	Quantity: 1	UOM: LS	Unit Price:	$4,000.00	Total: $4,000.00
5	Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals	Quantity: 1	UOM: LS	Unit Price:	$6,000.00	Total: $6,000.00
6	Sod (15 ft on north, 15 ft on south)	Quantity: 6400	UOM: SY	Unit Price:	$5.00	Total: $32,000.00
7	Cement Slurry (50 lb/sy)	Quantity: 175	UOM: TN	Unit Price:	$348.00	Total: $60,900.00

8	6 in Cement Treated Subgrade	Quantity: 7000	UOM: SY	Unit Price:	$5.00	Total: $35,000.00
9	Culverts 16 inch Installed Complete	Quantity: 90	UOM: LF	Unit Price:	$120.00	Total: $10,800.00
10	Culverts 18 inch Installed Complete	Quantity: 20	UOM: LF	Unit Price:	$140.00	Total: $2,800.00
11	Culverts 12 inch Installed complete	Quantity: 20	UOM: LF	Unit Price:	$100.00	Total: $2,000.00
12	Headwall (All Sizes) Installed Complete	Quantity: 16	UOM: EA	Unit Price:	$2,500.00	Total: $40,000.00
13	Grade Ditches	Quantity: 4640	UOM: LF	Unit Price:	$5.00	Total: $23,200.00
14	Remove Existing Pavement	Quantity: 5670	UOM: SY	Unit Price:	$6.00	Total: $34,020.00
15	5 in Asphalt Pavement	Quantity: 50	UOM: SY	Unit Price:	$70.00	Total: $3,500.00
16	6 in Intersection Concrete Paving	Quantity: 260	UOM: SY	Unit Price:	$65.00	Total: $16,900.00
17	Culverts 24 Inch	Quantity: 60	UOM: LF	Unit Price:	$220.00	Total: $13,200.00

Response Total: $786,170.00

BID BOND

DDM Construction Corp.
4006 Belt Line Road, Suite 230
Addison, TX 75001
www.ddmcc.net

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DDM Construction Corporation whose address is 4006 Beltline Rd., Ste 230,Addison,Texas 75001 hereinafter called Principal, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Illinois, 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% GAB as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

BID NO. 2022-38-B
PROSPER PUBLIC WORKS HIGHPOINT DRIVE: HAYS ROAD TO BETTS DRIVE

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 breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

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

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 26th day of April, 2022.

ATTEST:

By: Victoria Osornio
Signature
VICTORIA OSORNIO
Typed/Printed Name
Witness
Title
4006 Beltline Rd. Suite 230
Address
Addison, Texas 75001
City State Zip
(940)-217-5751 (214)276-7793
Phone Fax

PRINCIPAL:

DDM Construction Corporation
Company Name
By: Zachery Markwardt
Signature
Zachery Markwardt
Typed/Printed Name
President
Title
4006 Beltline Road, Suite 230
Address
Addison, TX 75001
City State Zip
(972)420-8470
Phone Fax

DDM CONSTRUCTION CORPORATION CORPORATE SEAL 1995 TEXAS

ATTEST:

By: Linda S. Nichols
Signature
Linda Nichols
Printed Name
Witness
Title
941 West Ralph Hall Pkwy
Address
Rockwall, TX 75032
City State Zip
972-771-3861
Phone Fax

SURETY: Continental Casualty Company

By: Cindy Rodriguez
Signature
Cindy Rodriguez
Printed Name
Attorney-in-Fact
Title
941 West Ralph Hall Pkwy
Address
Rockwall, TX 75032
City State Zip
972-772-1019
Phone Fax

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

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

NAME: Preston Allen
STREET ADDRESS: 4413 Lake Haven Dr.
CITY, STATE, ZIP: Rowlett, Tx 75088

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James W Leeker, William P Rutherford, Linda S Nichols, Reginald Ray Allen, Cindy Rodriguez, Individually

of Rockwall, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of July, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26 day of April, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

TOWN OF PROSPER

Prosper is a place where everyone matters.

PARKS & RECREATION

To: **Mayor and Town Council**

From: **Paul Naughton, RLA, Parks Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Robyn Battle, Executive Director of Community Services
Dan Baker, MBA, Director of Parks and Recreation

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon awarding CSP No. 2022-40-B to North Rock Construction, related to construction services for the Tanners Mill Park (2108-PK); and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On May 5, 2022, at 10:00 AM, six (6) Competitive Sealed Proposals (CSP) were received for the Tanners Mill project. The project was advertised using the Competitive Sealed Proposal Construction procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

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

The verified cost proposals for base proposal plus alternate 1.57 ranged between $1,279,827.50 and $1,862,110.96. The Engineer's Estimate was $991,979.00. The proposed final completion times ranged from 150 calendar days to 350 calendar days. North Rock Construction was the firm that ranked the highest after consideration of Costs, Time, and Qualifications, with a negotiated cost of $1,279,827.50, and project timeline of 150 calendar days.

North Rock Construction, costs include the construction of the playground area, pavilion, basketball court, backstops, park sign, site amenities, associated sidewalk pavement, landscape, irrigation, and other related improvements. This proposal also includes alternate 2.1, which includes additional imported topsoil for the hydro mulched areas. North Rock Construction has

completed the Whitley Place Trail Project, the entry monument sign, and currently constructing the Town Hall honor walls. Staff checked the references provided and received positive feedback.

Budget Impact:

The FY 2021-2022 Capital Improvement Program included a total budget of $1,317,880.80 in Bond and Tree Mitigation Funds for the Tanners Mill Project. This agreement will be funded from the account 750-6610-10-00-2108-PK.

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. Evaluation Matrix
2. Construction Agreement

Town Staff Recommendation:

Town staff recommends awarding CSP No. 2022-40-B to North Rock Construction, related to construction services for the Tanners Mill Park (2108-PK); and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award CSP No. 2022-40-B to North Rock Construction, related to construction services for the Tanners Mill Park (2108-PK); and authorize the Town Manager to execute a construction agreement for same.

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

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

CSP NO. 2022-40-B
TANNER'S MILL PARK

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **One Million Two Hundred Seventy Nine Thousand Eight Hundred Twenty Seven Dollars and 50 cents ($1,279,827.50).** 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 **120** calendar days after the date of the Notice to Proceed for the base proposal. 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

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

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

re: CSP No. 2022-40-B TANNER'S MILL PARK

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

   b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

   c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

   Contractor shall maintain throughout contract limits not less than:

   a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

      1) Premises / Operations

      2) Broad Form Contractual Liability

      3) Products and Completed Operations

      4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

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

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

G. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

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

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

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

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

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

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

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

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

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

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

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

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

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

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

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

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

[*Signatures continued on following page.*]

CONTRACTOR

By: Kenneth Williamson

Title: President

Date: 06/08/2022

Address: 521 S. Loop 288, Suite 125
Denton, TX 76205

Phone: (940) 220-5500
Email: kwilliamson@nrockconstruction.com

TOWN OF PROSPER, TEXAS

By: **HARLAN JEFFERSON**

Title: Town Manager

Date:

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

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

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-40-B
TANNER'S MILL PARK

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

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

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

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

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

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

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

ATTEST:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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 **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-40-B
TANNER'S MILL PARK

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

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

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

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

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

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

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

ATTEST:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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 **14th day of June, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-40-B
TANNER'S MILL PARK

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

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

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

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

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

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

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

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

ATTEST:	**PRINCIPAL**:
	_____ Company Name
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

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2022-40-B TANNER'S MILL PARK**

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: TEAGUE, NALL, AND PERKINS, INC.

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

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

SC.04 **INTRODUCTION:** The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Tanner's Mill Park.

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

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

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

Proposals submitted will be reviewed by Town staff. It is the responsibility of the proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to insure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

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

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

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

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

A. Qualifications and Experience

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

B. Pricing

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

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

C. Bid Proposal Conditions (Bid Attributes)

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

D. Supplier Information

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

SC.07 **EVALUATION CRITERIA:** A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to

select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

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

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

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

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

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

A. Online Submission

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

B. Mailed/Delivered Submission

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

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

Mailing Address (US Postal Service Only):
Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

TECHNICAL SPECIFICATIONS

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

2022-40-B Addendum 3

Tanner's Mill Park

Issue Date: 4/12/2022
Questions Deadline: 4/22/2022 12:00 PM (CT)
Response Deadline: 5/5/2022 10:00 AM (CT)

Contact Information

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

Event Information

Number: 2022-40-B Addendum 3
Title: Tanner's Mill Park
Type: Competitive Sealed Proposal
Issue Date: 4/12/2022
Question Deadline: 4/22/2022 12:00 PM (CT)
Response Deadline: 5/5/2022 10:00 AM (CT)
Notes:

Engineer's Estimate $991,979 (Base Bid)

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-40-B TANNER'S MILL PARK. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Thursday, May 5, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday May 5, 2022 @ 11:00 A.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/86941828545
Meeting ID: 869 4182 8545
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Tanner's Mill Park Improvements. Tanner's Mill Park is an 8-acre park site which will include a pavilion, playground, basketball court, chain-link backstop(s), site amenities, open space fields, grading, landscaping and irrigation improvements.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Parks Department, 409 E First St., Prosper, Texas, 75078, Phone: (972) 569-1160 without charge. These documents may be acquired from that office for the

non-refundable purchase price of $150 per set, payable to the Town of Prospe
Copies of Plans, Specifications, and Contract Documents may also be down
free of charge from Current Bidding Opportunities, at the following link:
http://www.prospertx.gov/business/bid-opportunities/.

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

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

Ship To Information

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

Billing Information

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

Bid Activities

Online Public Opening 5/5/2022 11:00:00 AM (CT)

Proposal Opening: The proposal opening will be held online on Thursday, May 5, 2022 @ 11:00 A.M. To participate in the proposal opening, please use the following:
Join Zoom Meeting: https://us02web.zoom.us/j/86941828545
Meeting ID: 869 4182 8545
Dial-in any of these numbers +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

Bid Attachments

2022-40-B Tanner's Mill Park Addendum #3 .pdf Download

2022-40-B Tanner's Mill Park Addendum #3

2022-40-B Addendum 2.pdf Download

2022-40-B Addendum 2

2022-40-B Addendum 1.pdf Download

2022-40-B Addendum 1

CSP No. 2022-40-B Contract Documents and Specifications - Final.pdf Download

Contract Documents and Specifications - Final

CSP No. 2022-40-B Construction Plans.pdf Dow

Construction Plans

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

Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf Download

GENERAL CONDITIONS CIP 2-21-2020

CSP No. 2022-40-B Geotechnical Engineering Report.pdf Download

Geotechnical Engineering Report

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

Insurance Requirements for Construction Services

2022-40-B Bid Bond.pdf Download

Bid Bond

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

CIP Completed Projects and References Worksheet

2022-40-B Planholder Registration Form.pdf Download

Planholder Registration Form

Out of State Contractor Compliance Form.pdf Download

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf Download

Conflict of Interest Questionnaire

Requested Attachments

A1 - Experience

(Attachment required)

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

A2 - Resumes

(Attachment required)

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

A3 - Completed Projects and References

(Attachment required)

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

A4 - Construction Schedule

(Attachment required)

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

Bid Bond

(Attachment required)

Out of State Contractor Compliance Form

Only submit if applicable.

Conflict of Interest Questionaire

Only if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
2	**Bid Proposal Condition No. 2** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award. ☐ I Agree *(Required: Check if applicable)*
3	**Bid Proposal Condition No. 3** The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received. ☐ I Agree *(Required: Check if applicable)*
4	**Bid Proposal Condition No. 4** Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. ☐ I Agree *(Required: Check if applicable)*
5	**Bid Proposal Condition No. 5** Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes. ☐ I Agree *(Required: Check if applicable)*
6	**Bid Proposal Condition No. 6** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*

7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☐ I Agree *(Required: Check if applicable)*
8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☐ I Agree *(Required: Check if applicable)*
9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☐ I Agree *(Required: Check if applicable)*
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days proposed based on date of Notice to Proceed.** ☐ I Agree *(Required: Check if applicable)*
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. ☐ I Agree *(Required: Check if applicable)*
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. ☐ I Agree *(Required: Check if applicable)*
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. ☐ I Agree *(Required: Check if applicable)*

14 **Bid Proposal Condition No. 14**

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

☐ I Agree
(Required: Check if applicable)

15 **Bid Proposal Condition No. 15**

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

☐ I Agree
(Required: Check if applicable)

16 **Bid Proposal Condition No. 16**

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

☐ I Agree
(Required: Check if applicable)

17 **Base Bid**

Cost of Materials

$
(Required: Numbers only)

18 **Base Bid**

Cost of Labor, Profit, etc.

$
(Required: Numbers only)

19 **Addendum No. 1**

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

☐ Acknowledged
(Optional: Check if applicable)

20 **Addendum No. 2**

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

☐ Acknowledged
(Optional: Check if applicable)

21 **Addendum No. 3**

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

☐ Acknowledged
(Optional: Check if applicable)

22 **Addendum No. 4**

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

☐ Acknowledged
(Optional: Check if applicable)

23 **Addendum No. 5**

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

☐ Acknowledged

(Optional: Check if applicable)

24 **Subcontractor 1 - Name**

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

(Optional: Maximum 1000 characters allowed)

25 **Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

26 **Subcontractor 1 - % of Work**

%

(Optional)

27 **Subcontractor 2 - Name**

(Optional: Maximum 1000 characters allowed)

28 **Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

29 **Subcontractor 2 - % of Work**

%

(Optional)

30 **Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

31 Subcontractor 3 - Type of Work

(Optional: Maximum 1000 characters allowed)

32 Subcontractor 3 - % of Work

%

(Optional)

33 Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

34 Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

35 Subcontractor 4 - % of Work

%

(Optional)

36 Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

37 Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

38 Subcontractor 5 - % of Work

%

(Optional)

39 **Supplier 1 - Name**

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

(Optional: Maximum 1000 characters allowed)

40 **Supplier 1 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

41 **Supplier 2 - Name**

(Optional: Maximum 1000 characters allowed)

42 **Supplier 2 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

43 **Supplier 3 - Name**

(Optional: Maximum 1000 characters allowed)

44 **Supplier 3 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

45 **Supplier 4 - Name**

(Optional: Maximum 1000 characters allowed)

46 **Supplier 4 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

47 **Supplier 5 - Name**

(Optional: Maximum 1000 characters allowed)

48 **Supplier 5 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

49 **Project Timeline: Substantial Completion**

Provide number of days to reach substantial completion of all construction

(Required: Numbers only)

50 **Project Timeline: Final Completion**

Provide number of days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1 **Package Header**

Tanner's Mill Park Base Proposal

Quantity: 1 Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Package Items

1.1 Chinese Pistache (4 inch Cal.)
(Response required)

Quantity: 12 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.2 Bur Oak (4 Inch Cal.)
(Response required)

Quantity: 10 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.3 Chinquapin Oak (4 Inch Cal.)
(Response required)

Quantity: 8 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.4 Cedar Elm (4 Inch Cal.)
(Response required)

Quantity: 12 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.5 Bald Cypress (4 Inch Cal.)
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.6 Muskogee Crape Myrtle (12-14 foot B&B)
(Response required)

Quantity: 27 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.7 Red Yucca (5 Gal.)
(Response required)

Quantity: 25 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.8 Rio Bravo Texas Sage (7 Gal.)
(Response required)

Quantity: 66 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.9 Mexican Feather Grass (3 Gal.)
(Response required)

Quantity: 216 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.10 Salvia Henry Duelberg (3 Gal.)
(Response required)

Quantity: 51 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.11 Pink Augumn Sage (3 Gal.)
(Response required)

Quantity: 58 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.12 Sahara II Hydromulch
(Response required)

Quantity: 266715 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.13 Tif 419 Bermuda Sod
(Response required)

Quantity: 27164 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.14 Imported Topsoil Texas Pure Turf Blend @ 4 Inch Depth (Sodded Area)
(Response required)

Quantity: 27164 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.15 Concrete Mow Strip
(Response required)

Quantity: 260 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.16 Fine Grading
(Response required)

Quantity: 296109 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.17 Bed Prep w/ Amendments
(Response required)

Quantity: 2230 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.18 Permanent Irrigation
(Response required)

Quantity: 296109 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.19 Irrigation Controller
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.20 Park Sign
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.21 Child's Play Playgrounds, Shade Hats, and P.I.P Surfacing
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.22 Pavilion (20x30)
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.23 Chain-link Backstop (Vinyl coated)
(Response required)

Quantity: 200 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.24 Post-Tensioned Slab Basketball Court (Design & Build)
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.25 Basketball Goal
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.26 5 inches Concrete Trail
(Response required)

Quantity: 68 UOM: SY Unit Price: $ Total: $

Supplier Notes:

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

1.27 4 Inch Concrete Flatwork
(Response required)

Quantity: 556 UOM: SY Unit Price: $ Total: $

Supplier Notes:

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

1.28 Dumor Bench
(Response required)

Quantity: 8 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.29 Dumor Trash Receptacle
(Response required)

Quantity: 6 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.30 Dumor Picnic Table
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.31 Dumor Picnic Table (ADA)
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.32 Drunking Fountain w/ Refill Station
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.33 Charcoal Grill
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.34 Stormwater Pollution Prevention Plan & Erosion Control, Complete in Place, Inc. Maintenance & Removal
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

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

1.35 Remove & Dispose Ex. Concrete Trail/Sidewalk
(Response required)

Quantity: 81 UOM: SY Unit Price: $ Total: $

Supplier Notes:

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

1.36 Remove & Dispose Ex. Grate Inlet
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.37 ***Line deleted as part of an Addendum***

1.38 Unclassified Excavation
(Response required)

Quantity: 1750 UOM: CY Unit Price: $ Total: $

Supplier Notes:

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

1.39 Scrape & Till Existing Soil (Remove rock greater than 1 Inch)
(Response required)

Quantity: 30900 UOM: SY Unit Price: $ Total: $

Supplier Notes:

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

1.40 Select Fill
(Response required)

Quantity: 512 UOM: CY Unit Price: $ Total: $

Supplier Notes:

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

1.41 Moisture Conditioned Soil
(Response required)

Quantity: 1280 UOM: CY Unit Price: $ Total: $

Supplier Notes:

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

1.42 18 Inch Class III RCP
(Response required)

Quantity: 310 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.43 12 Inch Type C Headwall
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.44 18 Inch Type C Headwall
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.45 Remove & Replace Drop Inlet Concrete Apron
(Response required)

Quantity: 11 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.46 Furnish & Install 2 foot X 2 foot Drop Inlet
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.47 Furnish & Install 12 inch X 12 Inch Catch Basin
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.48 Furnish & Install 18 Inch X 18 Inch Catch Basin
(Response required)

Quantity: 4 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.49 Furnish & Install Nyloplast Inline Drain w/ 12 Inch Dome Grate (Ducile Iron)
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.50 8 Inch HDPE Pipe
(Response required)

Quantity: 136 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.51 12 Inch HDPE Pipe
(Response required)

Quantity: 371 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.52 Furnish & Install Rock Riprap (12 Inch Thick Rip Rap & 6 Inch Thick Bedding)
(Response required)

Quantity: 5 UOM: SY Unit Price: $ Total: $

Supplier Notes:

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

1.53 Trench Safety for Storm Sewer Construction
(Response required)

Quantity: 817 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.54 Furnish & Install 1 Inch Water Service Line (PE 4710 Pipe)
(Response required)

Quantity: 346 UOM: LF Unit Price: $ Total: $

Supplier Notes:

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

1.55 Furnish & Install Zurn Wilkins 350 Series Double Check Backflow Preventer
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

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

1.56 ALTERNATE: Full Site Tif 419 Bermuda Sod
(Response required)

Quantity: 267665 UOM: SF Unit Price: $ Total: $

Supplier Notes:

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

1.57 ALTERNATE: Imported Topsoil Texas Pure Turf Blend @ 2 Inch Depth (Hydromulched Area)
(Response required)

Quantity: 266715 UOM: SF Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

2022-40-B Addendum 3
North Rock Construction
Supplier Response

Event Information

Number: 2022-40-B Addendum 3
Title: Tanner's Mill Park
Type: Competitive Sealed Proposal
Issue Date: 4/12/2022
Deadline: 5/5/2022 10:00 AM (CT)
Notes: **Engineer's Estimate $991,979 (Base Bid)**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-40-B TANNER'S MILL PARK. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Thursday, May 5, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday May 5, 2022 @ 11:00 A.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/86941828545
Meeting ID: 869 4182 8545
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Tanner's Mill Park Improvements. Tanner's Mill Park is an 8-acre park site which will include a pavilion, playground,

basketball court, chain-link backstop(s), site amenities, open space fields, grading, landscaping and irrigation improvements.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Parks Department, 409 E First St., Prosper, Texas, 75078, Phone: (972) 569-1160 without charge. These documents may be acquired from that office for the non-refundable purchase price of $150 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

Contact Information

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

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

North Rock Construction Information

Contact: John F. Gann II
Address: 525 South Loop 288
Suite 105
Denton, TX 76205
Phone: (940) 220-5500
Fax: (877) 305-4657
Toll Free: (940) 220-5500
Web Address: nrockconstruction.com

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

Kenneth Williamson
Signature

kwilliamson@nrockconstruction.com
Email

Submitted at 5/5/2022 9:49:12 AM

Supplier Note

Pavilion materials have an 11 month lead time once approved. Playground materials have a 5 month lead time once approved. We would need to discuss scheduling with team due to lead times.

Requested Attachments

A1 - Experience — Attachment A1.pdf

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

A2 - Resumes — Attachment A2.pdf

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

A3 - Completed Projects and References — Attachment A3.pdf

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

A4 - Construction Schedule — Attachment A4.pdf

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

Bid Bond — Tanners Mill Bid Bond.pdf

Out of State Contractor Compliance Form — *No response*

Only submit if applicable.

Conflict of Interest Questionaire — *No response*

Only if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
2	**Bid Proposal Condition No. 2** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award. ☑ I Agree (I Agree)
3	**Bid Proposal Condition No. 3** The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received. ☑ I Agree (I Agree)
4	**Bid Proposal Condition No. 4** Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. ☑ I Agree (I Agree)
5	**Bid Proposal Condition No. 5** Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes. ☑ I Agree (I Agree)
6	**Bid Proposal Condition No. 6** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. ☑ I Agree (I Agree)
7	**Bid Proposal Condition No. 7** Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. ☑ I Agree (I Agree)

8	**Bid Proposal Condition No. 8** Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder. ☑ I Agree (I Agree)
9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. ☑ I Agree (I Agree)
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days proposed based on date of Notice to Proceed.** ☑ I Agree (I Agree)
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid **within the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. ☑ I Agree (I Agree)
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. ☑ I Agree (I Agree)
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. ☑ I Agree (I Agree)
14	**Bid Proposal Condition No. 14** In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by ***surety company named in the space provided,*** to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.** ☑ I Agree (I Agree)
15	**Bid Proposal Condition No. 15** The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. ☑ I Agree (I Agree)

16 **Bid Proposal Condition No. 16**

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

☑ I Agree (I Agree)

17 **Base Bid**

Cost of Materials

$852938.13

18 **Base Bid**

Cost of Labor, Profit, etc.

$365544.92

19 **Addendum No. 1**

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

☑ Acknowledged (Acknowledged)

20 **Addendum No. 2**

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

☑ Acknowledged (Acknowledged)

21 **Addendum No. 3**

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

☑ Acknowledged (Acknowledged)

22 **Addendum No. 4**

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

☐ *Acknowledged (Acknowledged)*

23 **Addendum No. 5**

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

☐ *Acknowledged (Acknowledged)*

24 **Subcontractor 1 - Name**

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

R&A Masonry

25 **Subcontractor 1 - Type of Work**

Masonry

26 **Subcontractor 1 - % of Work**

10%

27 **Subcontractor 2 - Name**

Perfect Finish Landscaping

28 **Subcontractor 2 - Type of Work**

Landscaping

29 **Subcontractor 2 - % of Work**

30%

30 **Subcontractor 3 - Name**

Acme Fence

31 **Subcontractor 3 - Type of Work**

Fence

32 **Subcontractor 3 - % of Work**

10%

33 **Subcontractor 4 - Name**

ProTex

34 **Subcontractor 4 - Type of Work**

Erosion Control

35 **Subcontractor 4 - % of Work**

5%

36 **Subcontractor 5 - Name**

Mora Construction

37 **Subcontractor 5 - Type of Work**

Utilities

38 **Subcontractor 5 - % of Work**

10%

39 **Supplier 1 - Name**

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

Site Source

40 **Supplier 1 - Type of Material/Equipment**

Pavilion - 11 MONTH LEAD TIME ON PAVILION MATERIALS ONCE SUBMITALS ARE APPROVED

41 **Supplier 2 - Name**

Redi Mix Concrete

42 **Supplier 2 - Type of Material/Equipment**

Concrete

43 Supplier 3 - Name

CMC Construction Services

44 Supplier 3 - Type of Material/Equipment

Rebar, PPE, Cure

45 Supplier 4 - Name

JM Trucking

46 Supplier 4 - Type of Material/Equipment

Rock, aggregate

47 Supplier 5 - Name

We Build Fun

48 Supplier 5 - Type of Material/Equipment

Playground - 5 MONTH LEAD TIME A PLAYGROUND MATERIALS ONCE SUBMITALS ARE APPROVED

49 Project Timeline: Substantial Completion

Provide number of days to reach substantial completion of all construction

120

50 Project Timeline: Final Completion

Provide number of days to reach final completion of all construction

150

Bid Lines

1 Package Header

Tanner's Mill Park Base Proposal

Quantity: 1 Total: $1,435,073.20

Package Items

1.1 Chinese Pistache (4 inch Cal.)

Quantity: 12 UOM: EA Unit Price: $833.85 Total: $10,006.20

1.2 Bur Oak (4 Inch Cal.)

Quantity: 10 UOM: EA Unit Price: $833.85 Total: $8,338.50

1.3 Chinquapin Oak (4 Inch Cal.)

Quantity: 8 UOM: EA Unit Price: $833.85 Total: $6,670.80

1.4 Cedar Elm (4 Inch Cal.)

Quantity: 12 UOM: EA Unit Price: $833.85 Total: $10,006.20

1.5 Bald Cypress (4 Inch Cal.)

Quantity: 2 UOM: EA Unit Price: $833.85 Total: $1,667.70

1.6 Muskogee Crape Myrtle (12-14 foot B&B)

Quantity: 27 UOM: EA Unit Price: $481.78 Total: $13,008.06

1.7 Red Yucca (5 Gal.)

Quantity: 25 UOM: EA Unit Price: $25.07 Total: $626.75

1.8 Rio Bravo Texas Sage (7 Gal.)

Quantity: 66 UOM: EA Unit Price: $37.06 Total: $2,445.96

1.9 Mexican Feather Grass (3 Gal.)

Quantity: 216 UOM: EA Unit Price: $21.80 Total: $4,708.80

1.10 Salvia Henry Duelberg (3 Gal.)

Quantity: 51 UOM: EA Unit Price: $21.80 Total: $1,111.80

1.11 Pink Augumn Sage (3 Gal.)

Quantity: 58 UOM: EA Unit Price: $25.07 Total: $1,454.06

1.12 Sahara II Hydromulch

Quantity: 266715 UOM: SF Unit Price: $0.12 Total: $32,005.80

1.13 Tif 419 Bermuda Sod

Quantity: 27164 UOM: SF Unit Price: $0.59 Total: $16,026.76

1.14 Imported Topsoil Texas Pure Turf Blend @ 4 Inch Depth (Sodded Area)

Quantity: 27164 UOM: SF Unit Price: $0.46 Total: $12,495.44

1.15 Concrete Mow Strip

Quantity: 260 UOM: SF Unit Price: $29.06 Total: $7,555.60

1.16 Fine Grading

Quantity: 296109 UOM: SF Unit Price: $0.19 Total: $56,260.71

1.17 Bed Prep w/ Amendments

Quantity: 2230 UOM: SF Unit Price: $1.12 Total: $2,497.60

1.18 Permanent Irrigation

Quantity: 296109 UOM: SF Unit Price: $0.28 Total: $82,910.52

1.19 Irrigation Controller

Quantity: 1 UOM: EA Unit Price: $10,195.86 Total: $10,195.86

1.20 Park Sign

Quantity: 1 UOM: LS Unit Price: $43,601.12 Total: $43,601.12

1.21 Child's Play Playgrounds, Shade Hats, and P.I.P Surfacing

Quantity: 1 UOM: LS Unit Price: $207,213.36 Total: $207,213.36

1.22 Pavilion (20x30)

Quantity: 1 UOM: LS Unit Price: $100,959.20 Total: $100,959.20

1.23 Chain-link Backstop (Vinyl coated)

Quantity: 200 UOM: LF Unit Price: $163.50 Total: $32,700.00

1.24 Post-Tensioned Slab Basketball Court (Design & Build)

Quantity: 1 UOM: LS Unit Price: $60,034.13 Total: $60,034.13

1.25 Basketball Goal

Quantity: 2 UOM: EA Unit Price: $4,613.28 Total: $9,226.56

1.26 5 inches Concrete Trail

Quantity: 68 UOM: SY Unit Price: $60.06 Total: $4,084.08

1.27 4 Inch Concrete Flatwork

Quantity: 556 UOM: SY Unit Price: $59.51 Total: $33,087.56

1.28 Dumor Bench

Quantity: 8 UOM: EA Unit Price: $2,144.57 Total: $17,156.56

1.29 Dumor Trash Receptacle

Quantity: 6 UOM: EA Unit Price: $2,375.96 Total: $14,255.76

1.30 Dumor Picnic Table

Quantity: 2 UOM: EA Unit Price: $4,502.42 Total: $9,004.84

1.31 Dumor Picnic Table (ADA)

Quantity: 1 UOM: EA Unit Price: $3,829.52 Total: $3,829.52

1.32 Drunking Fountain w/ Refill Station

Quantity: 1 UOM: EA Unit Price: $17,440.00 Total: $17,440.00

1.33 Charcoal Grill

Quantity: 1 UOM: EA Unit Price: $1,212.43 Total: $1,212.43

1.34 Stormwater Pollution Prevention Plan & Erosion Control, Complete in Place, Inc. Maintenance & Removal

Quantity: 1 UOM: LS Unit Price: $4,353.35 Total: $4,353.35

1.35 Remove & Dispose Ex. Concrete Trail/Sidewalk

Quantity: 81 UOM: SY Unit Price: $24.04 Total: $1,947.24

1.36 Remove & Dispose Ex. Grate Inlet

Quantity: 1 UOM: EA Unit Price: $948.16 Total: $948.16

1.37 ***Line deleted as part of an Addendum***

1.38 Unclassified Excavation

Quantity: 1750 UOM: CY Unit Price: $20.40 Total: $35,700.00

1.39 Scrape & Till Existing Soil (Remove rock greater than 1 Inch)

Quantity: 30900 UOM: SY Unit Price: $4.86 Total: $150,174.00

1.40 Select Fill

Quantity: 512 UOM: CY Unit Price: $28.03 Total: $14,351.36

1.41 Moisture Conditioned Soil

Quantity: 1280 UOM: CY Unit Price: $10.20 Total: $13,056.00

1.42 18 Inch Class III RCP

Quantity: 310 UOM: LF Unit Price: $114.45 Total: $35,479.50

1.43 12 Inch Type C Headwall

Quantity: 1 UOM: EA Unit Price: $2,725.00 Total: $2,725.00

1.44 18 Inch Type C Headwall

Quantity: 2 UOM: EA Unit Price: $3,161.00 Total: $6,322.00

1.45 Remove & Replace Drop Inlet Concrete Apron

Quantity: 11 UOM: SF Unit Price: $3,815.00 Total: $41,965.00

1.46 Furnish & Install 2 foot X 2 foot Drop Inlet

Quantity: 1 UOM: EA Unit Price: $6,867.00 Total: $6,867.00

1.47 Furnish & Install 12 inch X 12 Inch Catch Basin

Quantity: 2 UOM: EA Unit Price: $1,417.00 Total: $2,834.00

1.48 Furnish & Install 18 Inch X 18 Inch Catch Basin

Quantity: 4 UOM: EA Unit Price: $1,635.00 Total: $6,540.00

1.49 Furnish & Install Nyloplast Inline Drain w/ 12 Inch Dome Grate (Ducile Iron)

Quantity: 2 UOM: EA Unit Price: $1,199.00 Total: $2,398.00

1.50 8 Inch HDPE Pipe

Quantity: 136 UOM: LF Unit Price: $63.22 Total: $8,597.92

1.51 12 Inch HDPE Pipe

Quantity: 371 UOM: LF Unit Price: $72.61 Total: $26,938.31

1.52 Furnish & Install Rock Riprap (12 Inch Thick Rip Rap & 6 Inch Thick Bedding)

Quantity: 5 UOM: SY Unit Price: $185.30 Total: $926.50

1.53 Trench Safety for Storm Sewer Construction

Quantity: 817 UOM: LF Unit Price: $0.93 Total: $759.81

1.54 Furnish & Install 1 Inch Water Service Line (PE 4710 Pipe)

Quantity: 346 UOM: LF Unit Price: $56.71 Total: $19,621.66

1.55 Furnish & Install Zurn Wilkins 350 Series Double Check Backflow Preventer

Quantity: 1 UOM: EA Unit Price: $2,180.00 Total: $2,180.00

1.56 ALTERNATE: Full Site Tif 419 Bermuda Sod

Quantity: 267665 UOM: SF Unit Price: $0.58 Total: $155,245.70

1.57 ALTERNATE: Imported Topsoil Texas Pure Turf Blend @ 2 Inch Depth (Hydromulched Area)

Quantity: 266715 UOM: SF Unit Price: $0.23 Total: $61,344.45

Response Total: $1,435,073.20

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, **North Rock Construction, LLC**, whose address is 525 S. Loop 288, Suite 125, Denton TX 76201, hereinafter called Principal, and **Atlantic Specialty Insurance Company**, a corporation organized and existing under the laws of the State of New York, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of $ Five Percent of the Greatest Amount Bid (5% G.A.B.) as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

BID NO. 2022-40-B
TANNER'S MILL PARK

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 breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

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

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 28th day of April, 2022.

ATTEST:

By: James D. Grier Estimator
Signature
JAMES D. GRIER
Typed/Printed Name
Estimator
Title
525 S. Loop 288, Suite 105
Address
Denton TX 76205
City State Zip
(940) 220-5500 N/A
Phone Fax

PRINCIPAL:

North Rock Construction, LLC
Company Name
By: K. Will
Signature
Kenneth Williamson
Typed/Printed Name
President
Title
525 S. Loop 288, Suite 125
Address
Denton TX 76201
City State Zip
(940) 220-5500 N/A
Phone Fax

ATTEST:

By: Gicelly Silva
Signature
Gicelly Silva
Printed Name
Witness
Title
5930 Preston View Blvd., Suite 200
Address
Dallas TX 75240
City State Zip
(972) 644-2688 (972) 644-8035
Phone Fax

SURETY: **Atlantic Specialty Insurance Company**

By: Brady K. Cox
Signature
Brady K. Cox
Printed Name
Attorney-in-Fact
Title
605 Highway 169, Suite 800
Address
Plymouth MN 55441
City State Zip
(952) 852-2431 N/A
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: William D. Baldwin
STREET ADDRESS: 5930 Preston View Blvd., Suite 200
CITY, STATE, ZIP: Dallas, TX 75240

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

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

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

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

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

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

intact INSURANCE

Power of Attorney

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

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

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

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

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

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

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

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

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

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

Signed and sealed. Dated 28th day of April, 2022

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com

CSP NO. 2022-40-B
TANNER'S MILL PARK

EVALUATION MATRIX		AUI PARTNERS, LLC		MILLIS DEVELOPMENT AND CONSTRUCTION - DALLAS, LLC		NORTH ROCK CONSTRUCTION		RATLIFF HARDSCAPE, LTD		RLM EARTHCO		TEGRITY CONTRACTORS	
EVALUATIO	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Propos	50%	9.05	4.53	6.93	3.46	10.00	5.00	8.13	4.06	9.48	4.74	9.81	4.91
Proposed P	20%	8.57	1.71	6.25	1.25	10.00	2.00	9.38	1.88	4.29	0.86	7.50	1.50
Qualification	30%	7.78	2.33	6.72	2.02	8.39	2.52	7.83	2.35	7.39	2.22	6.43	1.93
TOTAL	**100%**		**8.57**		**6.73**		**9.52**		**8.29**		**7.81**		**8.34**

TOWN OF PROSPER

Prosper is a place where everyone matters.

PARKS & RECREATION

To: **Mayor and Town Council**

From: **Paul Naughton, RLA, Parks Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Robyn Battle, Executive Director of Community Services
Dan Baker, MBA, Parks and Recreation Director

Re: **Town Council Meeting - June 14, 2022**

Agenda Item:

Consider and act upon a resolution authorizing the Town Manager to execute an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail Project.

Description of Agenda Item:

The Collin County Parks & Open Space Project Funding Assistance Program has been in place since 1999. It utilizes County Bond funds to assist local municipalities in acquisition of land for parks, construction of hike and bike trails, and capital improvements to improve park land. The funding assistance matches the Town's dollars at a 1:1 ratio for eligible items.

The Town of Prosper is requesting matching funds of approximately $400,000 towards the construction of the First Street Pedestrian and Bicycle Tunnel and Trail. The master plan has been completed, and construction drawings are expected to be finished by the end of the month. All costs associated with the construction of recreational elements of the project will be included and shown as additional Town match to increase the chance of receiving grant funding.

Budget Impact:

The requested amount from the Collin County Parks & Open Space Project Funding Assistance Program is $400,000. Town Bonds or other funding sources will be utilized to match the Collin County funds.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution

2. Application (Draft)
3. Location Map

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution authorizing the Town Manager to execute an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail Project.

Proposed Motion:

I move to approve a resolution authorizing the Town Manger to execute an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail Project.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2022-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN APPLICATION TO THE COLLIN COUNTY PARKS & OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM FOR THE FIRST STREET PEDESTRIAN TUNNEL AND TRAIL PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to authorize the Town Manager to execute an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail Project; and

WHEREAS, the Town Council further has determined that this is in the best interests of the Town and its residents.

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

SECTION 1

All of the above premises are found to be true and correct legislative determinations of the Town of Prosper, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute, on behalf of the Town Council of the Town of Prosper, Texas, an application to the Collin County Parks & Open Space Project Funding Assistance Program for the construction of the First Street Pedestrian Tunnel and Trail as hereto attached.

SECTION 3

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 14TH DAY OF JUNE, 2022.

_____
David F. Bristol, Mayor

ATTEST:

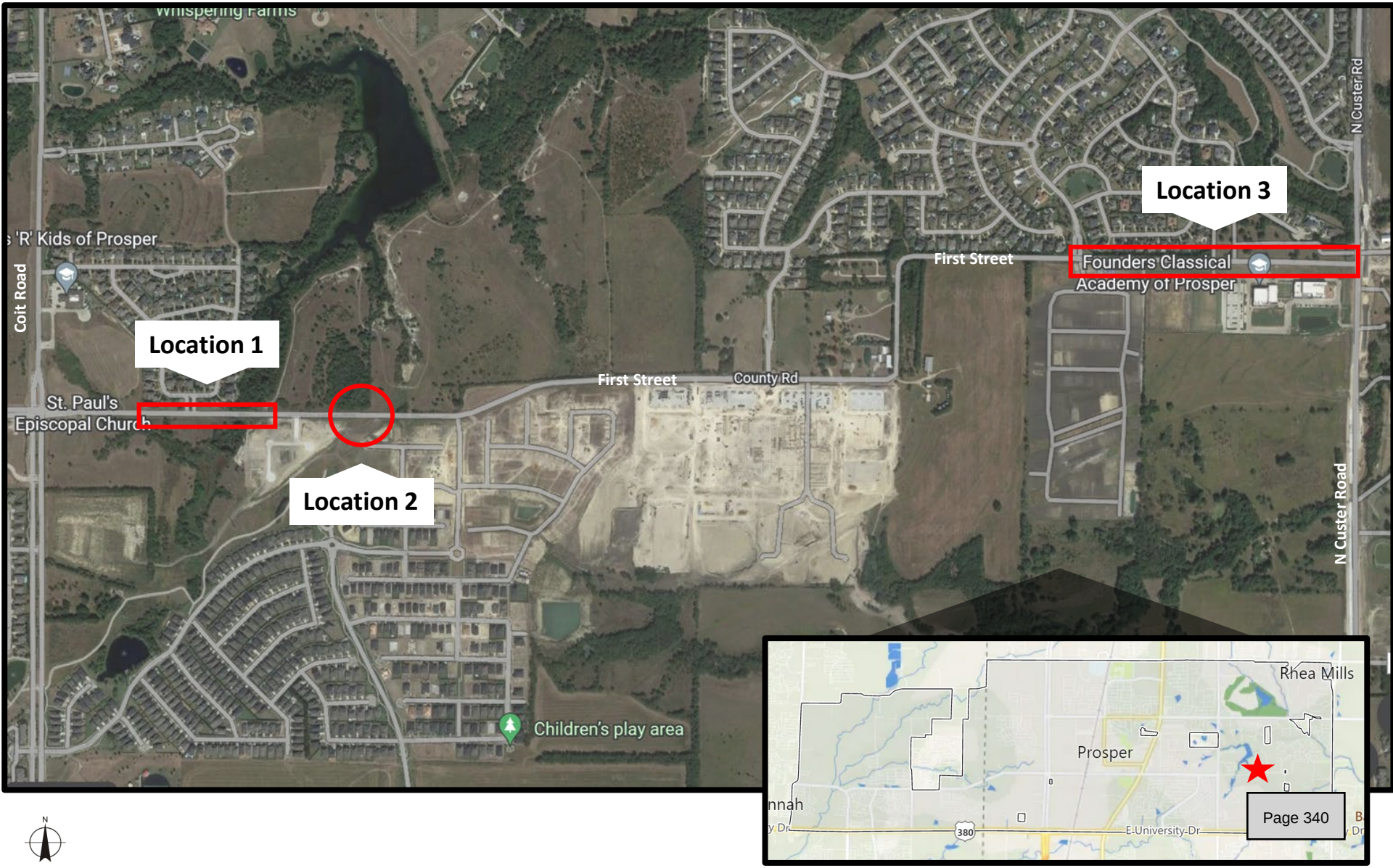
_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

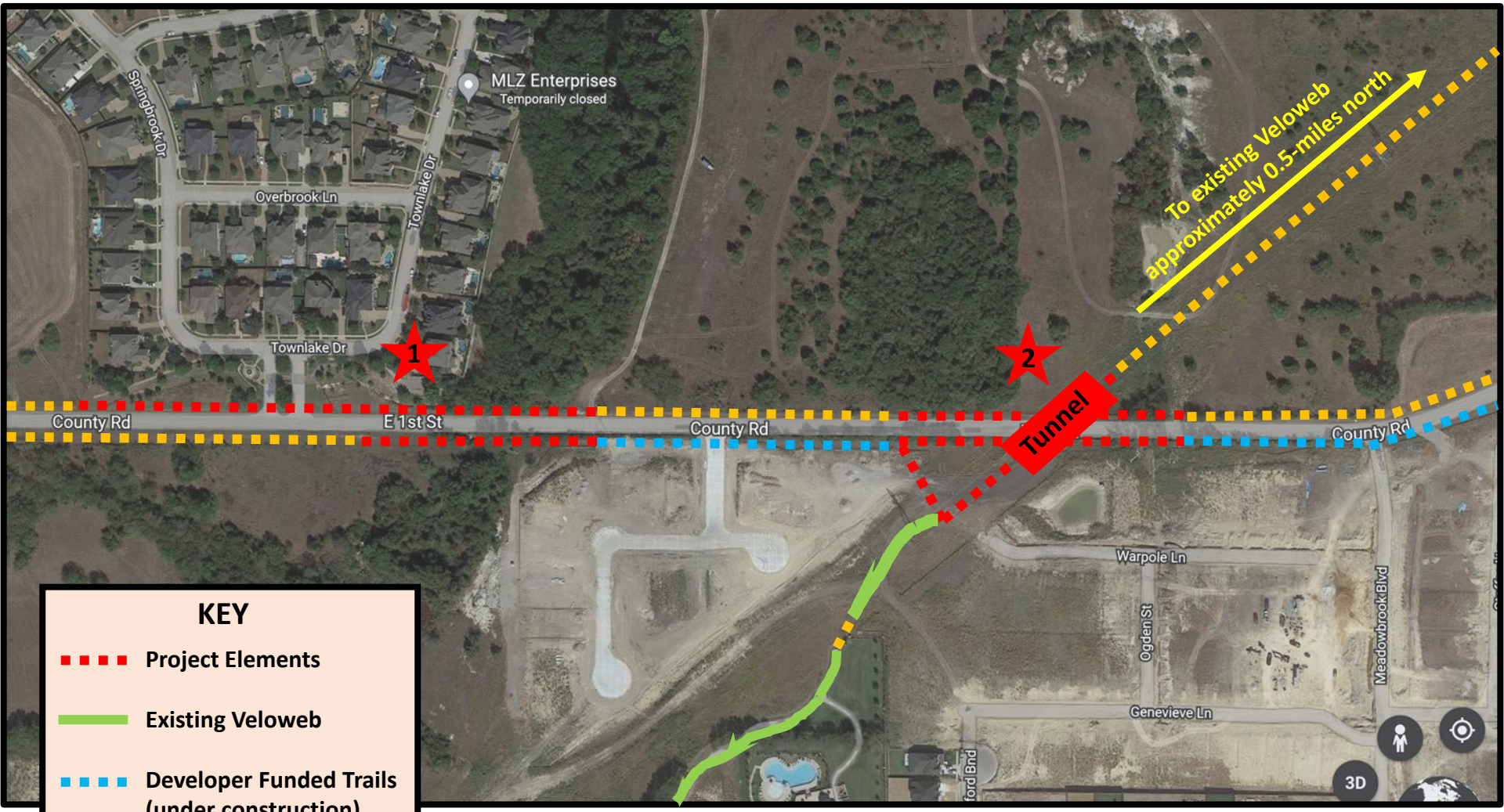
Project Location Map

First Street Pedestrian and Bicycle Tunnel and Trail



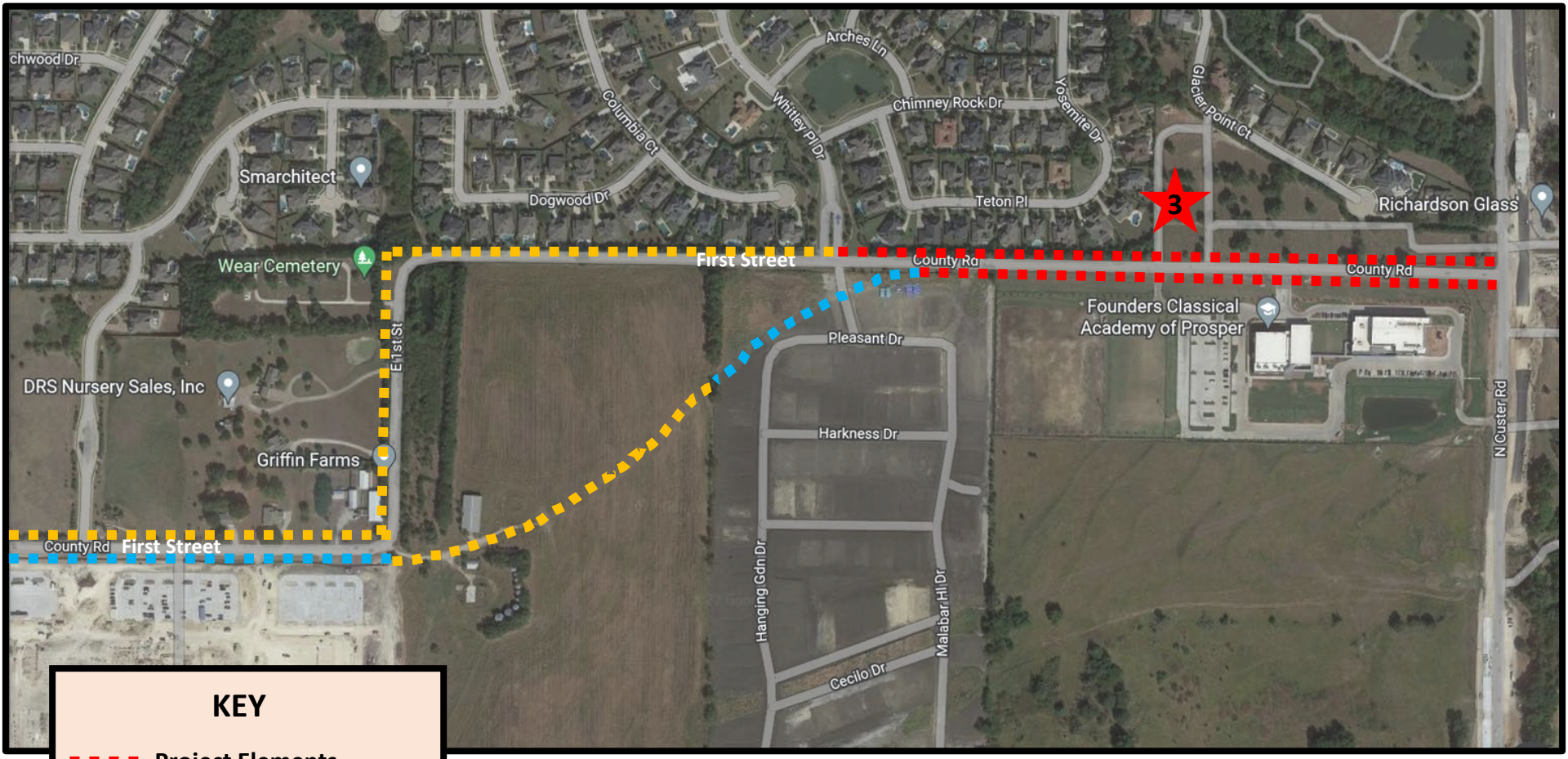
Project Location Map

First Street Pedestrian and Bicycle Tunnel and Trail
Locations 1 and 2



Project Location Map

First Street Pedestrian and Bicycle Tunnel and Trail
Location 3



KEY

- **Project Elements**
- **Developer Funded Trails (under construction)**
- **Future Trails**

N

Collin County
Parks and Open Space
Project Funding Assistance Program
Application

PROJECT APPLICATION

Project Information:	
Legal Name of Entity: Town of Prosper	**Authorized Project Representative:** Paul Naughton, Parks Planning Manager
Federal Tax Identification Number: 75-6000642	**Telephone Number:** 972-569-1063
Project Title: First Street Pedestrian and Bicycle Tunnel and Trail	**Email Address:** pnaughton@prospertx.gov
The categories below are listed in order of the Board's priorities for funding consideration. Please check the one that describes your project. ☐ Land Acquisition for Parks and Open Space ■ Regional Trail Connector or Trail Project ☐ Facilities (Capital) Improvements for Parks and Open Space	**Complete Mailing Address:** Town of Prosper P.O. Box 307 Prosper, TX 75078

Brief Description of Project Including Parcel(s) Address or Property ID:

To construct a pedestrian and bicycle tunnel under First Street (lat. 33.233236; Long. -97.75848) that connects with the existing and planned regional Veloweb to provide a safer and completely separated hike and bike route across a bust roadway. The project will also include approx. 6200 linear feet of multi-use hike and bike trails on two segments of the Veloweb (north and south of the proposed tunnel), and along the north and south sides of First Street (east and west of the proposed tunnel) in various locations from Coit Rd to Custer Rd.

Funding and Timing Information:	
Amount of Funding Requested (Cannot be more than 50% of total project costs):	**Projected Start Date of Project (Must be within 6 months of executed ILA)** December 2022
Total Project Costs:	**Projected End Date of Project:** July 2023

Previous Funding:

Has the Collin County Parks Foundation Advisory Board previously provided funding for any elements/phases of this project? If so, when and what items were funded?

Not applicable. The Town has not received any previous Collin County Parks Foundation Advisory Board funding for any elements of the proposed project.

PROJECT COSTS AND ELEMENTS

Legal Name of Entity: Town of Prosper **Project Title:** First Street Pedestrian and Bicycle Tunnel and Trail

Item No.	Description	U/M	Quantity	Unit Cost	Total	Requested Amount	Match Amount
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	Project Total						

The items listed in "Requested Amount" should total the amount of funding being requested on page 1 of application. The items listed in "Match Amount" should equal or exceed the total "Requested Amount".

The value of in-kind specialized services will be determined by Collin County based on the usual and customary rates and values for services proposed. For in-kind, non-specialized services, Collin County will use the calculations updated annually by Independent Sector, Inc. as a guideline to determine the value of volunteer time. This value is calculated from the average hourly earnings of all non-agricultural workers as determined by the U.S. Bureau of Labor Statistics and is updated annually. https://independentsector.org/value-of-volunteer-time-2022/

Prepared By:	Title:
Paul Naughton	Parks Planning Manager
Phone Number:	Date Prepared:
972-569-1063	July 1, 2022
E-Mail Address:	
pnaughton@prospertx.gov	

AUTHORIZED SIGNATURE

(Signatory must have contract signing authority):

By signing this document, I am certifying that the certifications, assurances, and deliveries included in this application have been reviewed, that to the best of my knowledge all certifications are true and correct and that all required deliverables are included in the application.

I understand that by signing this application, I understand that if awarded, applicants will be asked to enter into an Interlocal or Funding Agreement with Collin County that will outline provisions required for the project.

I certify that this application has no false statements and that I understands that signing this application with a false statement is a material breach of contract and shall void the submitted application and any resulting contracts.

I certify that I have carefully reviewed the Project Narrative and to the best of my knowledge, all activities are technically feasible and can be satisfactorily completed within the time frame proposed.

I certify that to the best of my knowledge, the proposed activities and the expenses outlined in the Project Costs and Estimates are reasonable and necessary to accomplish the project objectives, and the proposed expenses are consistent with the costs of comparable goods and services. I will adhere to financial administration and reimbursement procedures.

I assure that if funded, the Authorized Project Representative will comply with the requirements of providing updated action plan/project timeline/progress reports at the end of each quarter (March, June, Sept, Dec), will provide before, during and after photos, and promptly notify the Parks Foundation Advisory Board of any changes in plans.

I assure that if funded, the park or proposed improvements will be accessible to all Collin County residents.

I assure that if funded, I will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101-12213.

Printed Name: Harlan Jefferson	Title: Town Manager
Phone Number: 972-569-1010	E-Mail Address: hjefferson@prospertx.gov
Signature:	Date: July 6, 2022

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon an ordinance for a Specific Use Permit (SUP) on 0.7± acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street. (S22-0003).

Description of Agenda Item:

On May 10, 2022, the Town Council approved the proposed request, by a vote of 7-0. A Specific Use Permit 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. Zoning Exhibits

Staff Recommendation:

Staff recommends approval of an ordinance for a Specific Use Permit (SUP) on 0.7± acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street.

Proposed Motion:

I move to approve an ordinance for a Specific Use Permit (SUP) on 0.7± acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-___**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER AMENDING THE TOWN'S ZONING ORDINANCE BY GRANTING A SPECIFIC USE PERMIT (SUP) FOR A WIRELESS COMMUNICATION AND SUPPORT STRUCTURE TO ALLOW FOR ADDITIONAL ANTENNAS ON AN EXISTING TOWER, LOCATED ON A TRACT OF LAND CONSISTING OF 0.7 ACRES, MORE OR LESS, IN THE WILLIAM BUTLER LAND SURVEY, ABSTRACT NO. A0112, TRACT NO. 7, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; 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 Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper"), has received a request from Crafton Communications ("Applicant") for a Specific Use Permit (SUP) for a wireless communications and support structure to allow for additional antennas on an existing tower (Case S22-0003) on a tract of land zoned Agriculture, consisting of 0.7 acres, more or less, in the William Butler Land Survey, Abstract No. A0112, Tract No. 7 in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated 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, public hearings have been held, and all other requirements of notice and completion of such 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:

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

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a wireless communications and support structure to allow for additional antennas on an existing tower, on a tract of land zoned Agriculture, consisting of 0.7 acre of land, more or less, in the William Butler Land Survey, Abstract No. A0112,

in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with (1) the site plan, attached hereto as Exhibit B, and (2) the elevations, attached hereto as Exhibit C, both of which are incorporated herein for all purposes as it set forth verbatim.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

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 or any provision of the Town's Zoning Ordinance, as amended, 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, as amended, 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 14th DAY OF JUNE, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Exhibit A

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Facsimile: (205) 320-1504

ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW

EXHIBIT "A"
PROSPER
0.07 ACRES
THE WILLIAM BUTLER SURVEY
ABSTRACT NO. 112

A 0.07 ACRE AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN VOLUME 6001, PAGE 5529 AND INSTRUMENT NUMBER 0128644 IN THE DEED RECORDS OFFICE IN COLLIN COUNTY, TEXAS LYING IN THE WILLIAM BUTLER SURVEY, ABSTRACT NO. 112 IN SAID COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2" REBAR FOUND MARKING THE NORTHWEST CORNER OF LOT 3, BLOCK B OF BRADFORD FARMS ADDITION PLAT AND ON THE SOUTH RIGHT-OF-WAY LINE OF BRADFORD DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE, N 88°56'34" E A DISTANCE OF 179.38 FEET TO A FOUND 1/2" REBAR;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, S 01°06'32" E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;
THENCE N 88°53'28" E A DISTANCE OF 34.48 FEET TO A POINT;
THENCE S 00°10'16" E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE S 88°53'28" W A DISTANCE OF 60.00 FEET TO A FOUND 1/2" REBAR;
THENCE N 01°19'12" W A DISTANCE OF 50.00 FEET TO A POINT;
THENCE N 88°54'18" E A DISTANCE OF 26.52 FEET TO THE POINT OF BEGINNING. CONTAINING 3,024.74 SQUARE FEET, 0.07 ACRES OF LAND.

WILLIAM H. SOMMERVILLE, III
REGISTER PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 6094
DATED: 12-06-2021

STATE OF TEXAS
REGISTERED
WILLIAM H. SOMMERVILLE, III
6094
PROFESSIONAL
LAND SURVEYOR

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE % 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHT AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDISVISION FOR WHICH IT WAS PREPARED.

"Together Planning a Better Tomorrow."
www.smweng.com

Exhibit B

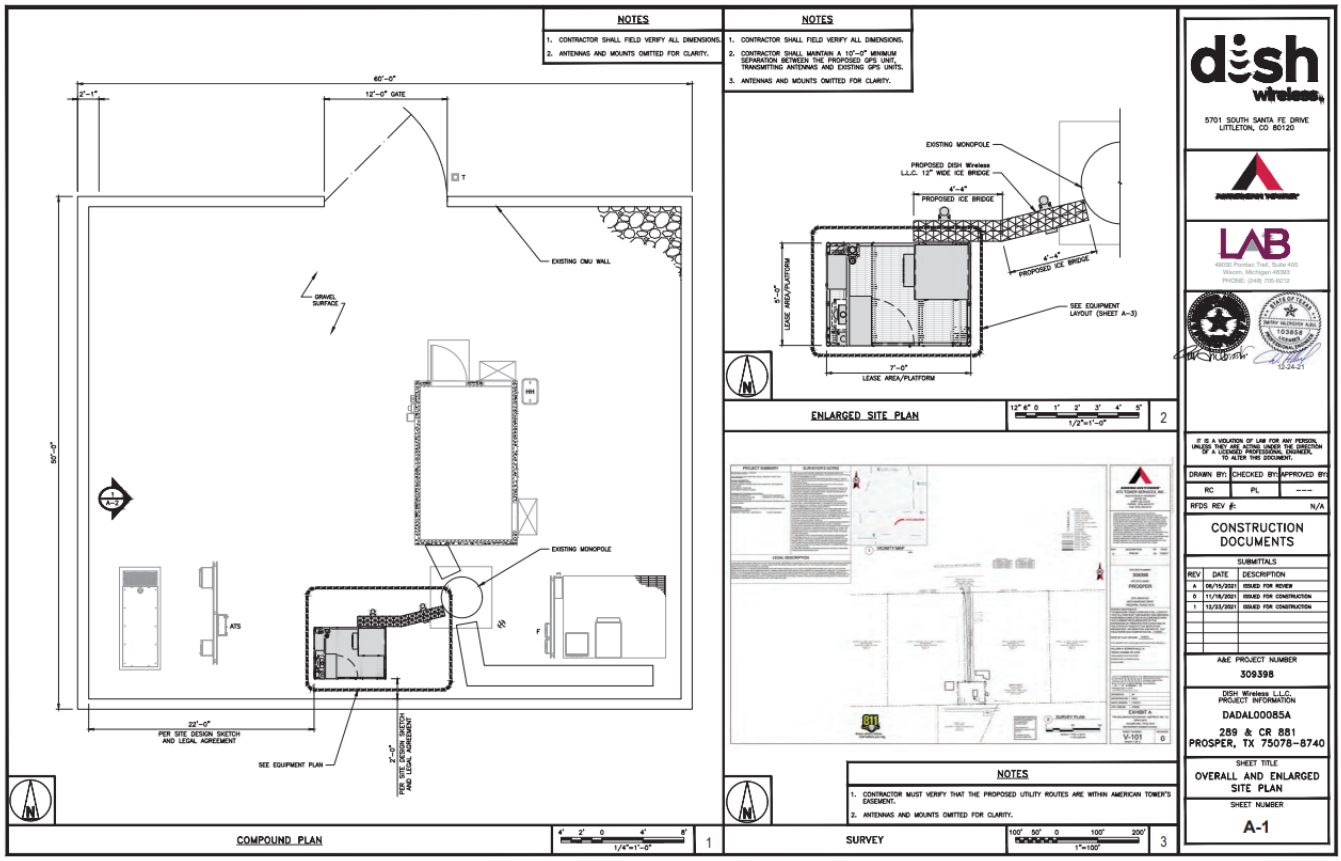
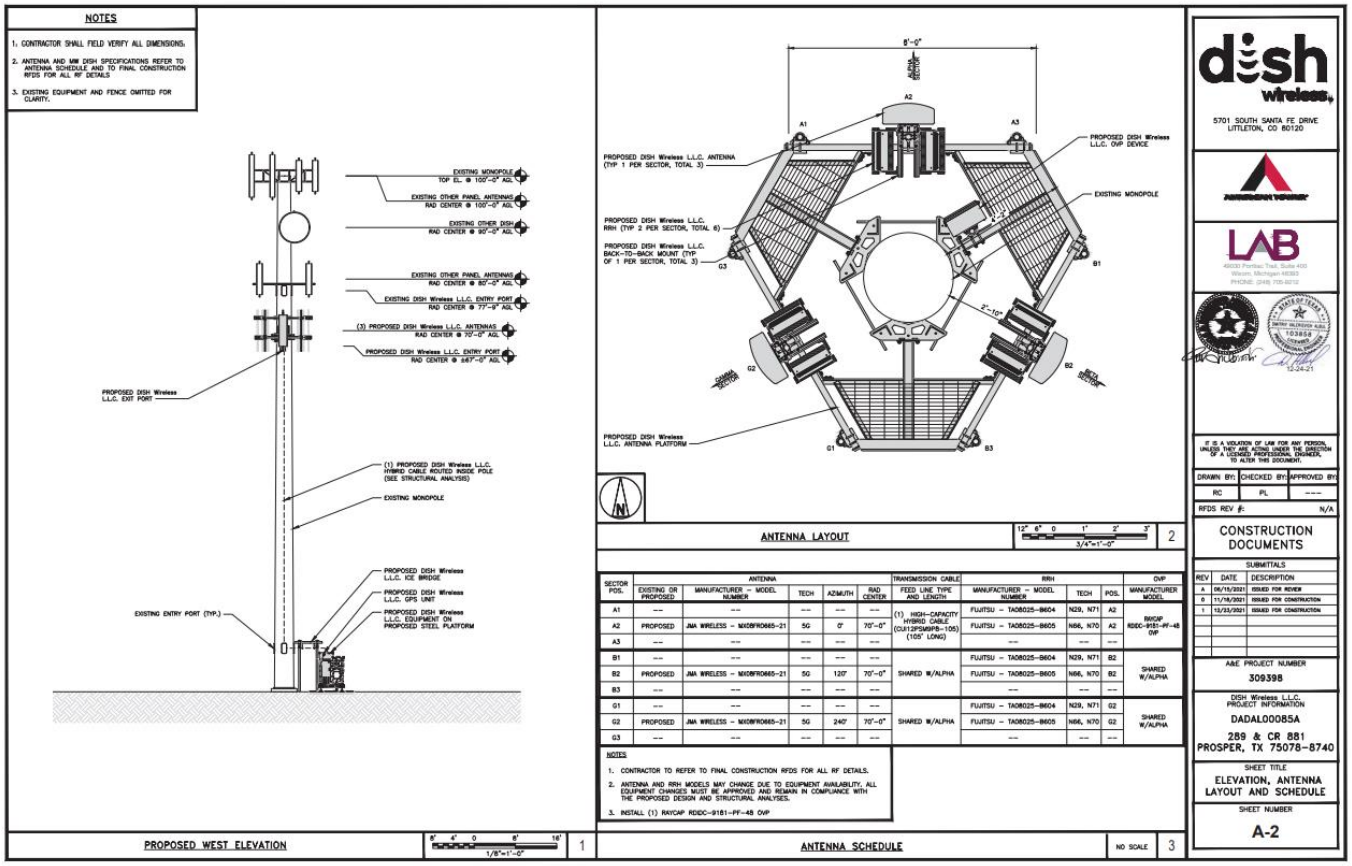

NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
60'-0"
12'-0" GATE
EXISTING CMU WALL
GRAVEL SURFACE
EXISTING MONOPOLE
ATS
55'-0"
22'-0" PER SITE DESIGN SKETCH AND LEGAL AGREEMENT
SEE EQUIPMENT PLAN
2'-0" PER SITE DESIGN SKETCH AND LEGAL AGREEMENT
COMPOUND PLAN
1/4"=1'-0"
1
NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
EXISTING MONOPOLE
PROPOSED DISH Wireless L.L.C. 12" WIDE ICE BRIDGE
4'-6"
PROPOSED ICE BRIDGE
4'-6"
PROPOSED ICE BRIDGE
5'-0" LEASE AREA/PLATFORM
SEE EQUIPMENT LAYOUT (SHEET A-3)
7'-0" LEASE AREA/PLATFORM
ENLARGED SITE PLAN
1/2"=1'-0"
2
NOTES
1. CONTRACTOR MUST VERIFY THAT THE PROPOSED UTILITY ROUTES ARE WITHIN AMERICAN TOWER'S EASEMENT.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
SURVEY
1"=100'
3
dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120
AMERICAN TOWER
LAB
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
DRAWN BY: RC
CHECKED BY: PL
APPROVED BY: ---
RFDS REV #: N/A
CONSTRUCTION DOCUMENTS
SUBMITTALS
REV | DATE | DESCRIPTION
A | 06/15/2021 | ISSUED FOR REVIEW
0 | 11/16/2021 | ISSUED FOR CONSTRUCTION
1 | 12/23/2021 | ISSUED FOR CONSTRUCTION
A&E PROJECT NUMBER
309398
DISH Wireless L.L.C.
PROJECT INFORMATION
DADAL00085A
289 & CR 881
PROSPER, TX 75078-8740
SHEET TITLE
OVERALL AND ENLARGED SITE PLAN
SHEET NUMBER
A-1

Exhibit C


NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.
EXISTING MONOPOLE TOP EL. @ 100'-0" AGL
EXISTING OTHER PANEL ANTENNAS RAD CENTER @ 100'-0" AGL
EXISTING OTHER DISH RAD CENTER @ 90'-0" AGL
EXISTING OTHER PANEL ANTENNAS RAD CENTER @ 80'-0" AGL
EXISTING DISH Wireless L.L.C. ENTRY PORT RAD CENTER @ 77'-9" AGL
(3) PROPOSED DISH Wireless L.L.C. ANTENNAS RAD CENTER @ 70'-0" AGL
PROPOSED DISH Wireless L.L.C. ENTRY PORT RAD CENTER @ ±67'-0" AGL
PROPOSED DISH Wireless L.L.C. EXIT PORT
(1) PROPOSED DISH Wireless L.L.C. HYBRID CABLE ROUTED INSIDE POLE (SEE STRUCTURAL ANALYSIS)
EXISTING MONOPOLE
PROPOSED DISH Wireless L.L.C. ICE BRIDGE
PROPOSED DISH Wireless L.L.C. GPS UNIT
PROPOSED DISH Wireless L.L.C. EQUIPMENT ON PROPOSED STEEL PLATFORM
EXISTING ENTRY PORT (TYP.)
PROPOSED WEST ELEVATION
1/8"=1'-0"
1
8'-0"
ALPHA SECTOR
A1
A2
A3
PROPOSED DISH Wireless L.L.C. ANTENNA (TYP 1 PER SECTOR, TOTAL 3)
PROPOSED DISH Wireless L.L.C. RRH (TYP 2 PER SECTOR, TOTAL 6)
PROPOSED DISH Wireless L.L.C. BACK-TO-BACK MOUNT (TYP OF 1 PER SECTOR, TOTAL 3)
PROPOSED DISH Wireless L.L.C. OVP DEVICE
EXISTING MONOPOLE
9'-10"
G3
G2
G1
B1
B2
B3
BETA SECTOR
GAMMA SECTOR
PROPOSED DISH Wireless L.L.C. ANTENNA PLATFORM
ANTENNA LAYOUT
3/4"=1'-0"
2
SECTOR POS.
ANTENNA
EXISTING OR PROPOSED
MANUFACTURER – MODEL NUMBER
TECH
AZIMUTH
RAD CENTER
TRANSMISSION CABLE
FEED LINE TYPE AND LENGTH
RRH
MANUFACTURER – MODEL NUMBER
TECH
POS.
OVP
MANUFACTURER MODEL
A1 --- --- --- --- --- (1) HIGH-CAPACITY HYBRID CABLE (DC6128PSM0F8-105) (105' LONG) FUJITSU – TA08025-B604 N29, N71 A2 RAYCAP RDIDC-9181-PF-48 OVP
A2 PROPOSED JMA WIRELESS – MX08FR0665-21 5G 0° 70'-0" FUJITSU – TA08025-B605 N66, N70 A2
A3 --- --- --- --- --- --- --- ---
B1 --- --- --- --- --- FUJITSU – TA08025-B604 N29, N71 B2 SHARED W/ALPHA
B2 PROPOSED JMA WIRELESS – MX08FR0665-21 5G 120° 70'-0" SHARED W/ALPHA FUJITSU – TA08025-B605 N66, N70 B2
B3 --- --- --- --- --- --- --- ---
G1 --- --- --- --- --- FUJITSU – TA08025-B604 N29, N71 G2 SHARED W/ALPHA
G2 PROPOSED JMA WIRELESS – MX08FR0665-21 5G 240° 70'-0" SHARED W/ALPHA FUJITSU – TA08025-B605 N66, N70 G2
G3 --- --- --- --- --- --- --- ---
NOTES
1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
3. INSTALL (1) RAYCAP RDIDC-9181-PF-48 OVP
ANTENNA SCHEDULE
NO SCALE
3
dish wireless.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120
AMERICAN TOWER
LAB
12-24-21
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
DRAWN BY: RC
CHECKED BY: PL
APPROVED BY: ---
RFDS REV #: N/A
CONSTRUCTION DOCUMENTS
SUBMITTALS
REV A DATE 09/15/2021 DESCRIPTION ISSUED FOR REVIEW
REV 0 DATE 11/18/2021 DESCRIPTION ISSUED FOR CONSTRUCTION
REV 1 DATE 12/23/2021 DESCRIPTION ISSUED FOR CONSTRUCTION
A&E PROJECT NUMBER
309398
DISH Wireless L.L.C.
PROJECT INFORMATION
DADAL00085A
289 & CR 881
PROSPER, TX 75078-8740
SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE
SHEET NUMBER
A-2

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Facsimile: (205) 320-1504

EXHIBIT "A"
PROSPER
0.07 ACRES
THE WILLIAM BUTLER SURVEY
ABSTRACT NO. 112

A 0.07 ACRE AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN VOLUME 6001, PAGE 5529 AND INSTRUMENT NUMBER 0128644 IN THE DEED RECORDS OFFICE IN COLLIN COUNTY, TEXAS LYING IN THE WILLIAM BUTLER SURVEY, ABSTRACT NO. 112 IN SAID COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND MARKING THE NORTHWEST CORNER OF LOT 3, BLOCK B OF BRADFORD FARMS ADDITION PLAT AND ON THE SOUTH RIGHT-OF-WAY LINE OF BRADFORD DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE, N 88°56'34" E A DISTANCE OF 179.38 FEET TO A FOUND 1/2" REBAR;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, S 01°06'32" E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

THENCE N 88°53'28" E A DISTANCE OF 34.48 FEET TO A POINT;

THENCE S 00°10'16" E A DISTANCE OF 50.00 FEET TO A POINT;

THENCE S 88°53'28" W A DISTANCE OF 60.00 FEET TO A FOUND 1/2" REBAR;

THENCE N 01°19'12" W A DISTANCE OF 50.00 FEET TO A POINT;

THENCE N 88°54'18" E A DISTANCE OF 26.52 FEET TO THE POINT OF BEGINNING. CONTAINING 3,024.74 SQUARE FEET, 0.07 ACRES OF LAND.



WILLIAM H. SOMMERVILLE, III
REGISTER PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 6094
DATED: 12-06-2021

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE % 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHT AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDISVISION FOR WHICH IT WAS PREPARED.

S22-0003 Specific Use Permit (Exhibit B)

SITE ADDRESS: 8625 HIGHPOINT DRIVE, PROSPER, TEXAS 75078

PARCEL INFORMATION
OWNER: JOHN M YEAMAN
OWNER ADDRESS: PO BOX 24128, OKLAHOMA CITY, OK 73124-0128
APN: 972870
VOLUME 6001, PAGE 5529
INSTRUMENT NUMBER 0128644

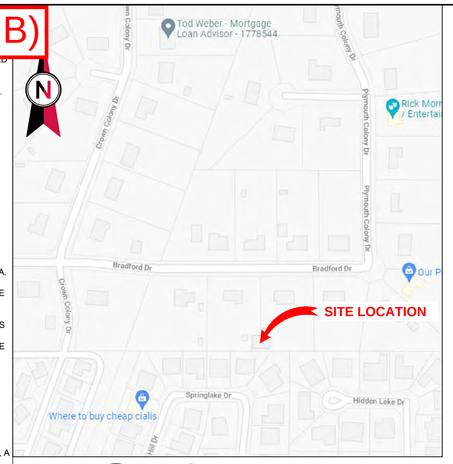
GEOGRAPHIC COORDINATES OF TOWER:
LATITUDE: 33°14'20.27" N LONGITUDE: 96°46'42.06" W
VERTICAL. DATUM: NAVD 1988 HORIZONTAL DATUM: NAD83
GROUND ELEVATION: 765'
COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE.

FLOODPLAIN:
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X.
COMMUNITY PANEL NO. : 48085C0235J DATED: 06/02/2009

SUPERVISION OF AN TEXAS REGISTERED LAND SURVEYOR. DATE OF FIELD SURVEY IS NOVEMBER 20, 2021.
2. THE FOLLOWING SURVEYING INSTRUMENTS WERE USED AT TIME OF FIELD VISIT: TOPCON GM-55 AND TOPCON HIPER SR G.P.S. RECEIVER, (R.T.K. NETWORK CAPABLE).
3. BEARINGS ARE BASED ON TEXAS NORTH CENTRAL STATE PLANE COORDINATES NAD 83 BY GPS OBSERVATION.
4. NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE MEASURED OR LOCATED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN. TREES AND SHRUBS NOT LOCATED, UNLESS OTHERWISE SHOWN.
5. BENCHMARK USED IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION, PID DF8982. ONSITE BENCHMARK IS AS SHOWN HEREON. ELEVATIONS SHOWN ARE IN FEET AND REFER TO NAVD 88.
6. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF AN EXHIBIT SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.
7. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.
8. SURVEYOR HEREBY STATES THE GEODETIC COORDINATES AND THE ELEVATION SHOWN FOR THE CENTERLINE OF THE TOWER ARE ACCURATE TO WITHIN +/- 20 FEET HORIZONTALLY AND TO WITHIN +/- 3 FEET VERTICALLY (FAA ACCURACY CODE 1A).
9. SURVEY SHOWN HEREON CONFORMS TO THE MINIMUM REQUIREMENTS AS SET FORTH BY THE STATE BOARD FOR A CLASS "A" SURVEY.
10. FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF NOT LESS THAN ONE-FOOT IN 15,000 FEET (1':15,000') AND AN ANGULAR ERROR THAT DOES NOT EXCEED 10 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED. FIELD TRAVERSE WAS NOT ADJUSTED.
11. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A STATE LICENSED SURVEYOR AND MAPPER.
12. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PARENT TRACT. ANY PARENT TRACT PROPERTY LINES SHOWN HEREON ARE FROM SUPPLIED INFORMATION AND MAY NOT BE FIELD VERIFIED.
13. THERE IS ACCESS TO THE SUBJECT PROPERTY VIA BRADFORD DRIVE, A PUBLIC RIGHT-OF-WAY.
14. THE LOCATION OF ALL UTILITIES SHOWN ON THE SURVEY ARE FROM VISIBLE SURFACE EVIDENCE ONLY.

LEGAL DESCRIPTION

A 0.07 ACRE AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN VOLUME 6001, PAGE 5529 AND INSTRUMENT NUMBER 0128644 IN THE DEED RECORDS OFFICE IN COLLIN COUNTY, TEXAS LYING IN THE WILLIAM BUTLER SURVEY, ABSTRACT NO. 112 IN SAID COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2" REBAR FOUND MARKING THE NORTHWEST CORNER OF LOT 3, BLOCK B OF BRADFORD FARMS ADDITION PLAT AND ON THE SOUTH RIGHT-OF-WAY LINE OF BRADFORD DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE, N 88°56'34" E A DISTANCE OF 179.38 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S 01°06'32" E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE N 88°53'28" E A DISTANCE OF 34.48 FEET TO A POINT; THENCE S 00°10'16" E A DISTANCE OF 50.00 FEET TO A POINT; THENCE S 88°53'28" W A DISTANCE OF 60.00 FEET TO A FOUND 1/2" REBAR; THENCE N 01°19'12" W A DISTANCE OF 50.00 FEET TO A POINT; THENCE N 88°54'18" E A DISTANCE OF 26.52 FEET TO THE POINT OF BEGINNING. CONTAINING 3,024.74 SQUARE FEET, 0.07 ACRES OF LAND.



1 VICINITY MAP
NTS

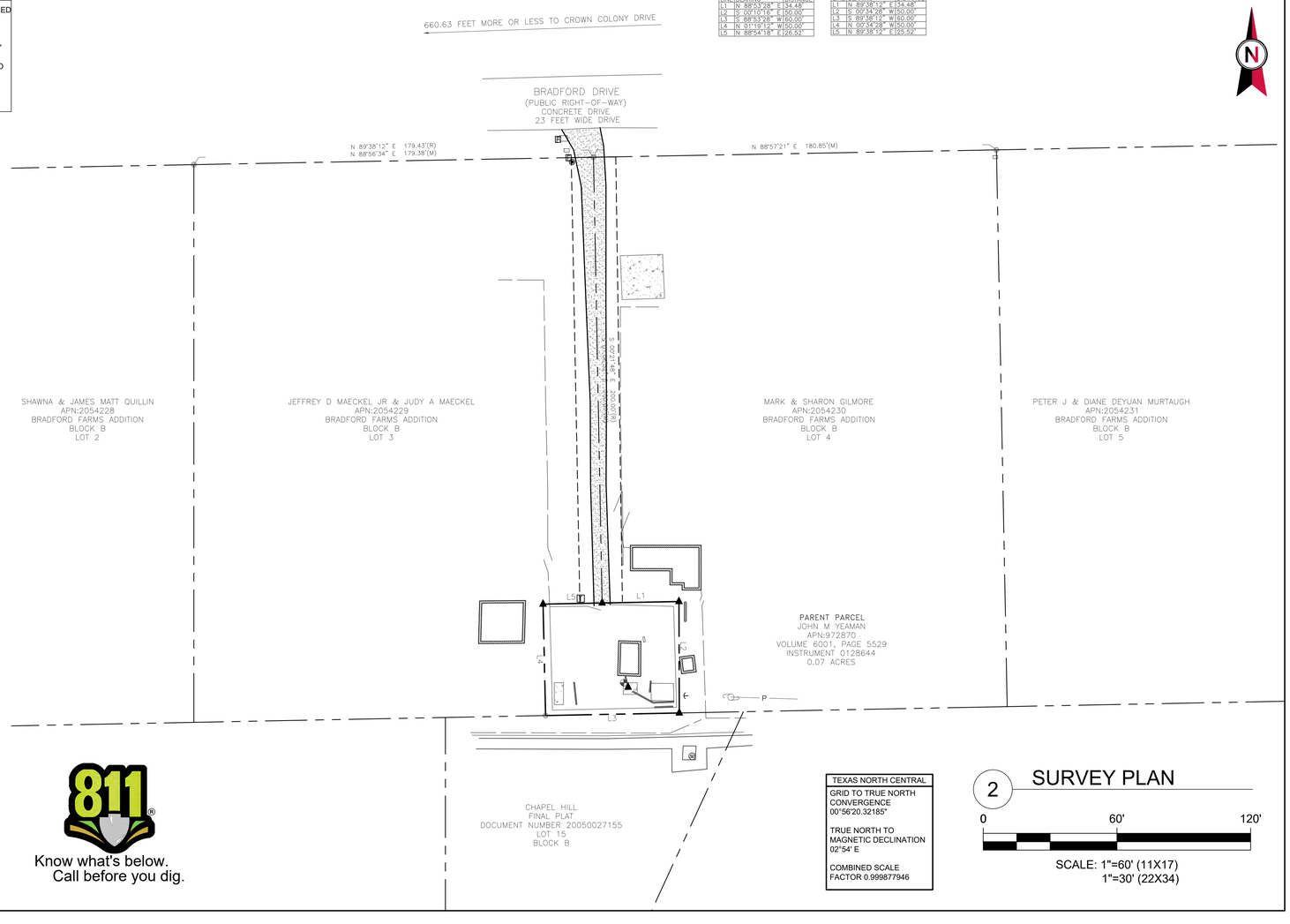
SURVEY LEGEND
- PROPERTY CORNER
- SURVEY BENCHMARK
- EXISTING UTILITY POLE
- EXISTING GUY ANCHOR
- EXISTING TELEPHONE PED
- CALCULATED POINT
- EXISTING FIBER OPTIC MARKER
- 4" STUB OUT
- EXISTING STORM DRAIN MANHOLE
- (M) AS SURVEYED
- (R) AS PROVIDED
- EXISTING POWER
- EXISTING PROPERTY
- EXISTING ADJ. PROPERTY
- EXISTING EASEMENT
- EXISTING WOOD FENCE
- EXISTING BUILDING
- EXISTING ROAD (DIRT)
- EXISTING ROAD (PAVED)
- EXISTING CONCRETE
- EXISTING GRAVEL

MEASURED(M)

LINE	BEARING	DISTANCE
L1	N 88°53'28" E	34.48'
L2	S 00°10'16" E	50.00'
L3	S 88°53'28" W	60.00'
L4	N 01°19'12" W	50.00'
L5	N 88°54'18" E	26.52'

REFERENCED (R)

LINE	BEARING	DISTANCE
L1	N 89°38'12" E	34.48'
L2	S 00°34'28" W	50.00'
L3	S 89°38'12" W	60.00'
L4	N 00°34'28" W	50.00'
L5	N 89°38'12" E	25.92'



811 Know what's below. Call before you dig.

TEXAS NORTH CENTRAL
GRID TO TRUE NORTH CONVERGENCE 00°56'20.32185"
TRUE NORTH TO MAGNETIC DECLINATION 02°54' E
COMBINED SCALE FACTOR 0.999877946

2 SURVEY PLAN
0 60' 120'
SCALE: 1"=60' (11X17)
1"=30' (22X34)

AMERICAN TOWER®
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
FAX: (919) 466-5415

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
0	PRELIM	JR	12/06/21

ATC SITE NUMBER:
309398

ATC SITE NAME:
PROSPER

SITE ADDRESS:
8625 HIGHPOINT DRIVE
PROSPER, TEXAS 75078

SURVEY CERTIFICATE:
TO AMERICAN TOWER CORPORATION: I CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. THE FIELD WORK WAS COMPLETED ON 11/20/21.

DATE OF PLAT OR MAP: 12/06/21

(PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL)

WILLIAM H. SOMMERVILLE, III
TEXAS LICENSE NO. 6094
158 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
(205)252-6985

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

PROJECT NO. 21-2679
COA 10194430, Expires December 31, 2021

DRAWN BY:	JR
APPROVED BY:	WHS
DATE DRAWN:	12/06/21
ATC JOB NO:	309398

THE WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
APN:972870
VOLUME 6001, PAGE 5529
INSTRUMENT NUMBER 0128644

SHEET NUMBER: V-101
SHEET 1 OF 2

REVISION: 0

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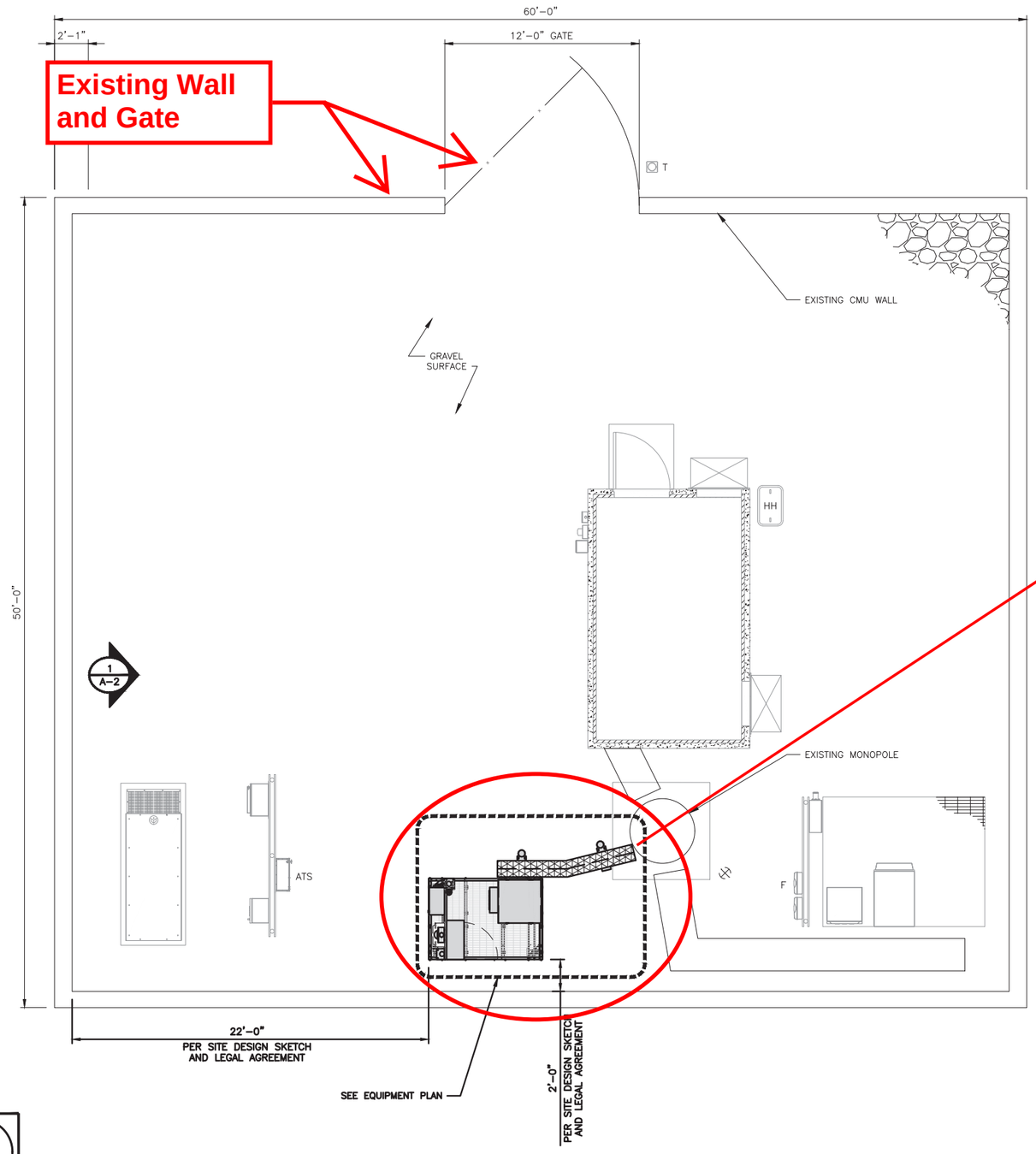
S22-0003 Specific Use Permit (Exhibit B)



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

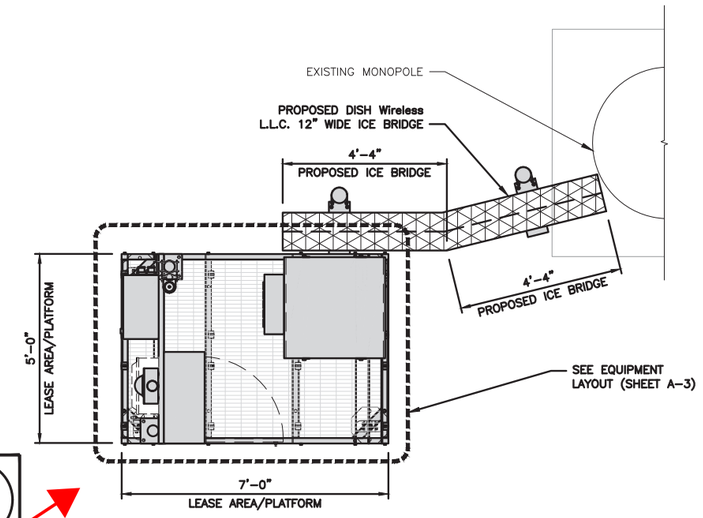
COMPOUND PLAN

4' 2' 0 4' 8'
1/4"=1'-0"

1

NOTES

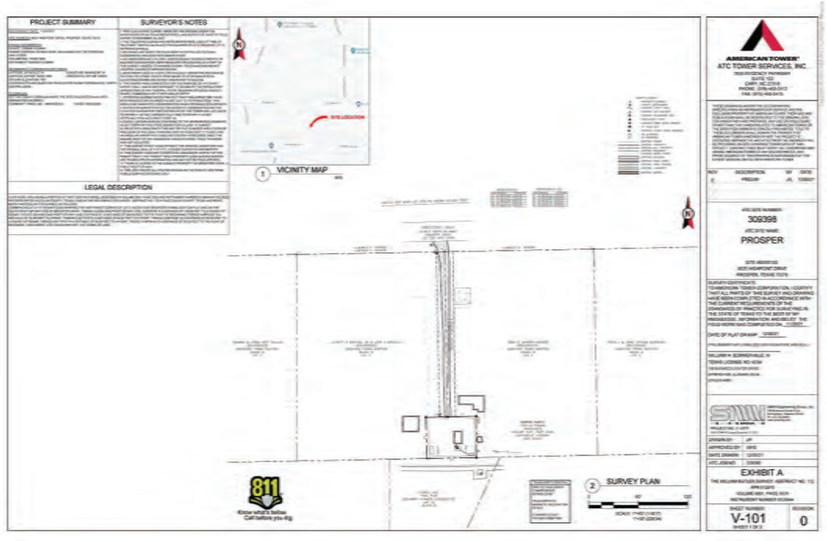
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



ENLARGED SITE PLAN

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

2



NOTES

1. CONTRACTOR MUST VERIFY THAT THE PROPOSED UTILITY ROUTES ARE WITHIN AMERICAN TOWER'S EASEMENT.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

SURVEY

100' 50' 0 100' 200'
1"=100'

3

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AMERICAN TOWER

LAB
49030 Pontiac Trail, Suite 400
Wixom, Michigan 48393
PHONE: (248) 705-9212

12-24-21

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DRAWN BY:	CHECKED BY:	APPROVED BY:
RC	PL	---

RFDS REV #: N/A

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	06/15/2021	ISSUED FOR REVIEW
0	11/18/2021	ISSUED FOR CONSTRUCTION
1	12/23/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
309398

DISH Wireless L.L.C.
PROJECT INFORMATION
DADAL00085A
289 & CR 881
PROSPER, TX 75078-8740

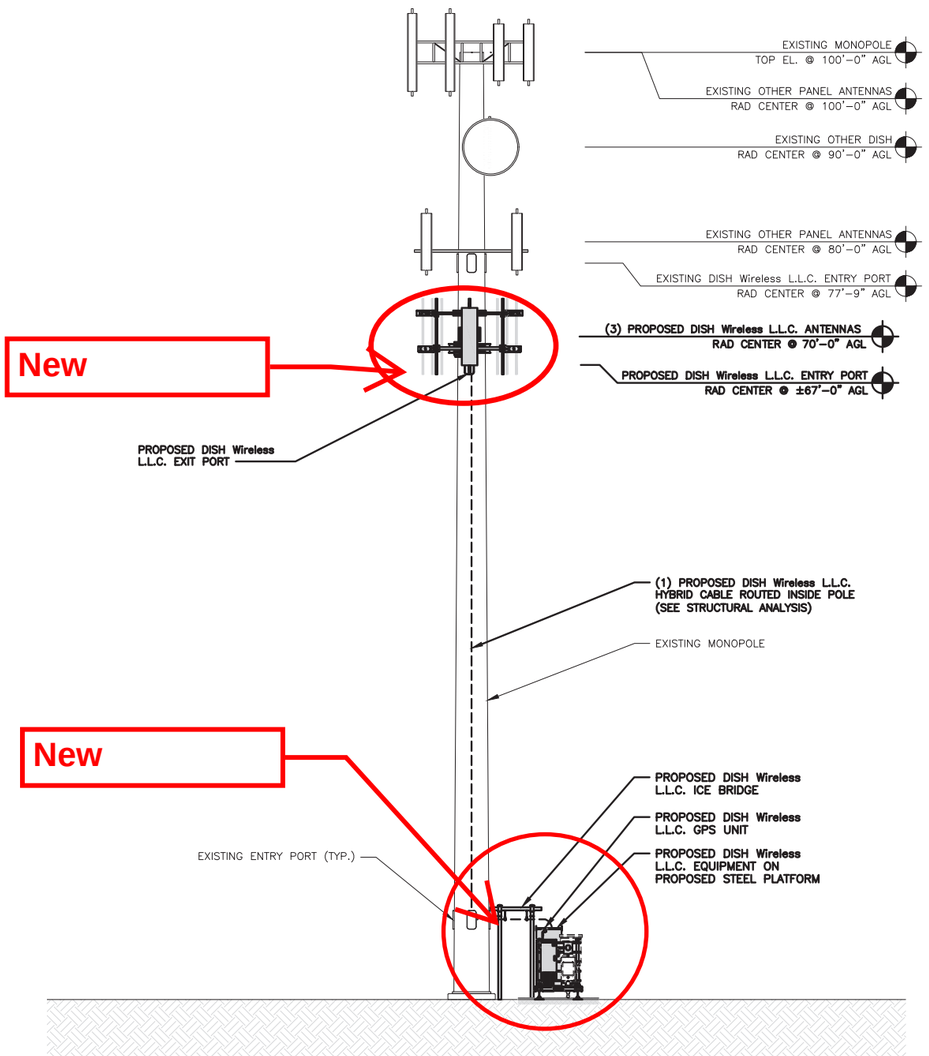
SHEET TITLE
OVERALL AND ENLARGED SITE PLAN

SHEET NUMBER
A-1

S22-0003 Specific Use Permit (Exhibit C)

2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS

3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



PROPOSED WEST ELEVATION

8' 4' 0 8' 16'
1/8"=1'-0"

1

ANTENNA LAYOUT

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

SECTOR POS.	ANTENNA					TRANSMISSION CABLE	RRH			OVP
	EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECH	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH	MANUFACTURER – MODEL NUMBER	TECH	POS.	MANUFACTURER MODEL
A1	--	--	--	--	--	(1) HIGH-CAPACITY HYBRID CABLE (CUI12PSM9P8-105) (105' LONG)	FUJITSU – TA08025-B604	N29, N71	A2	RAYCAP RDIDC-9181-PF-48 OVP
A2	PROPOSED	JMA WIRELESS – MX08FRO665-21	5G	0°	70'-0"		FUJITSU – TA08025-B605	N66, N70	A2	
A3	--	--	--	--	--		--	--	--	
B1	--	--	--	--	--	SHARED W/ALPHA	FUJITSU – TA08025-B604	N29, N71	B2	SHARED W/ALPHA
B2	PROPOSED	JMA WIRELESS – MX08FRO665-21	5G	120°	70'-0"		FUJITSU – TA08025-B605	N66, N70	B2	
B3	--	--	--	--	--		--	--	--	
G1	--	--	--	--	--	SHARED W/ALPHA	FUJITSU – TA08025-B604	N29, N71	G2	SHARED W/ALPHA
G2	PROPOSED	JMA WIRELESS – MX08FRO665-21	5G	240°	70'-0"		FUJITSU – TA08025-B605	N66, N70	G2	
G3	--	--	--	--	--		--	--	--	

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
3. INSTALL (1) RAYCAP RDIDC-9181-PF-48 OVP

ANTENNA SCHEDULE

NO SCALE

3

dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AMERICAN TOWER®

LAB
49030 Pontiac Trail, Suite 400
Wixom, Michigan 48393
PHONE: (248) 705-9212

12-24-21

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DRAWN BY:	CHECKED BY:	APPROVED BY:
RC	PL	---

RFDS REV #: N/A

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	06/15/2021	ISSUED FOR REVIEW
0	11/18/2021	ISSUED FOR CONSTRUCTION
1	12/23/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
309398

DISH Wireless L.L.C.
PROJECT INFORMATION
DADAL00085A
289 & CR 881
PROSPER, TX 75078-8740

SHEET TITLE
ELEVATION, ANTENNA LAYOUT AND SCHEDULE

SHEET NUMBER
A-2

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon an ordinance amending Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards. (Z22-0001).

Description of Agenda Item:

On April 26, 2022, the Town Council approved the proposed rezoning request, by a vote of 6-0 subject to:

1. Approval of a Development Agreement to prohibit certain business establishments for Lots 15 & 16.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and Alpha3 Prosper RI, LLC is on the June 14, 2022 Council agenda.

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

Staff Recommendation:

Staff recommends approval of an ordinance to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards

Proposed Motion:

I move to approve an ordinance to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-___**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 64.501 ACRES, SITUATED IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447, THE B. HODGES SURVEY, ABSTRACT NO. 593, THE P. BARNES SURVEY, ABSTRACT NO. 79, THE R.TAYLOR SURVEY, ABSTRACT NO. 1671, THE J. HAYNES SURVEY, ABSTRACT NO. 573 AND THE ANGUS JAMISON SURVEY, TOWN OF PROSPER, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-94 (PD-94) TO PLANNED DEVELOPMENT-94; 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 Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case Z22-0001) from Perry Molubhoy and Shiva Kondru ("Applicants"), to rezone 64.601 acres of land, more or less, in the J. Gonzalez Survey, Abstract No. 447, the B. Hodes Survey, Abstract No. 593, the P. Barnes Survey, Abstract No. 79, the R. Taylor Survey, Abstract No. 1671, the Haynes Survey, Abstract No. 573 and the Angus Jamison Survey, Town of Prosper, Denton County, Texas, from Planned Development-94 to Planned Development-94 (PD-94) and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated 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, Public Hearings have been held, and all other requirements of notice and completion of such 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:

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

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, as amended, is hereby amended as follows: The zoning designation of the below described property containing 64.501 acres of land, more or less, in the J. Gonzalez Survey, Abstract No. 447, the

B. Hodes Survey, Abstract No. 593, the P. Barnes Survey, Abstract No. 79, the R. Taylor Survey, Abstract No. 1671, the Haynes Survey, Abstract No. 573 and the Angus Jamison Survey, Town of Prosper, Denton County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-94 and being more particularly described in Exhibit A, 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; (5) the Façade Plans, attached hereto as Exhibit F; and (6) the Landscape Plans, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Approval of a Development Agreement, which includes but is not limited to, prohibiting certain business establishments.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

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 or any provision of Prosper's Zoning Ordinance, as amended, 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, as amended, 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 __ DAY OF JUNE, 2022.

_____
David F. Bristol, Mayor

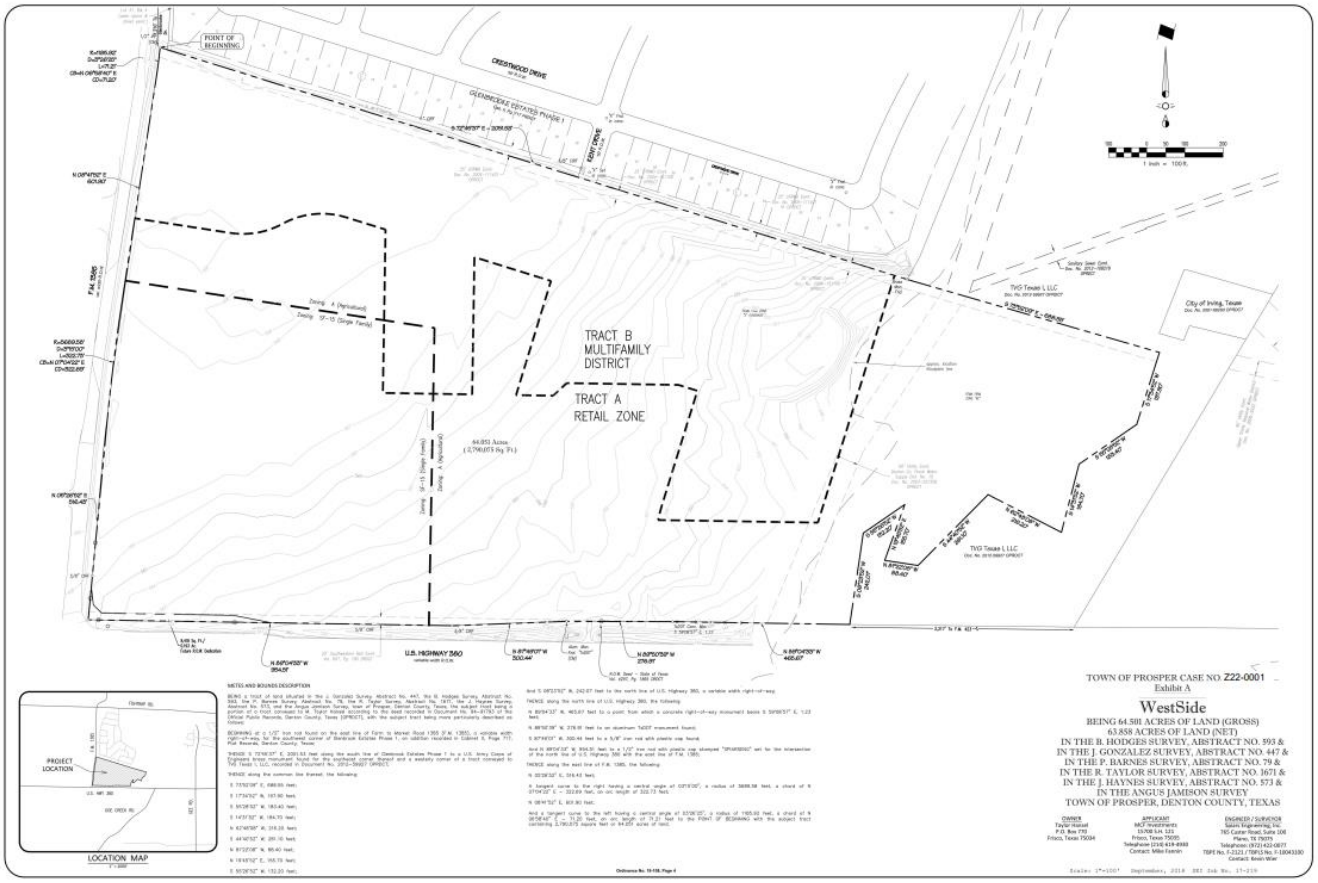
ATTEST:

_____
Michelle Lewis-Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Exhibit A


TRACT B
MULTIFAMILY
DISTRICT
TRACT A
RETAIL ZONE
U.S. HIGHWAY 380
TVG Texas L LLC
City of Irving, Texas
LOCATION MAP
PROJECT LOCATION
TOWN OF PROSPER CASE NO. Z22-0001
Exhibit A
WestSide
BEING 64.501 ACRES OF LAND (GROSS)
63.858 ACRES OF LAND (NET)
IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &
IN THE ANGUS JAMISON SURVEY
TOWN OF PROSPER, DENTON COUNTY, TEXAS

Z22-0001

EXHIBIT B
STATEMENT OF INTENT AND PURPOSE
WESTSIDE

1. Statement of Intent
   A. Overall Intent
      The purpose of this project is to create a walkable urban neighborhood using a horizontal mix of uses. Access to shopping, housing, community retail and park land promotes a quality of life that nurtures the public health, safety, comfort, convenience, prosperity and general welfare of the immediate community, as well as to assist in the orderly and controlled growth and development of the land area described within this document.
   B. Description of Property
      The subject property comprises approximately 64 acres of vacant land at the northeast corner of U.S. Highway 380 and F.M. 1385 in Prosper, Texas. It is additionally bounded by the Glenbrooke single family neighborhood to the north and Doe Branch Creek to the east. An existing trail exists along the property's north boundary and currently serves the adjacent single family neighborhood. This trail may extend into the Doe Branch drainage system and be part of the larger Town of Prosper Trails Plan.
   C. Description of Proposed Property
      The subject property as depicted in Exhibit "D" has been divided into two distinct sub-districts. The purpose of sub-district requirements is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development.
      Given that the subject property resides at the hard corner of two major thoroughfares and will serve as a gateway to the Town of Prosper, a portion of land with a size yet to be determined, will be set aside as a signage easement for a Town gateway sign near the intersection of U.S. 380 and F.M. 1385.

2. Current Zoning and Land Uses
   A. Current Zoning
      The subject property comprises land that fall under two distinct zoning classifications. At the intersection of U.S. 380 and F.M. 1385 is a small portion of acreage that zoned for Single Family. The remainder of the property is zoned for Agriculture.
   B. Future Land Use Plan
      The Future Land Use Plan designates the entire subject property as US 380 District, which is defined as having a variety of uses, such as big box development, hotels, banks, gas/convenience and residential that serves as a buffer between the commercial and nearby single family.

Z22-0001
EXHIBIT C
DEVELOPMENT STANDARDS
WESTSIDE

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

Tract A – Retail District

A1. Except as noted below, the Tract shall develop in accordance with the Retail District as it exists or may be amended.

A2. Uses. Uses shall be permitted in accordance with the Retail District with the exception of the following:

Permitted Uses
1. Restaurant (with Drive-Through)
   a. A restaurant with drive-through shall be permitted by right in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance. A maximum of two (2) noncontiguous drive-through restaurants shall be permitted along US 380, and a maximum of two (2) drive-through restaurants shall be permitted along FM 1385, as shown on Exhibit D.
2. Hotel, Limited Service
   a. A maximum of two (2) limited service hotels shall be permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance.

Prohibited Uses:
1. Athletic Stadium or Field, Public
2. Automobile Parking Lot/Garage
3. Automobile Paid Parking Lot/Garage
4. Recycling Collection Point
5. School District Bus Yard

A3. Regulations. Regulations shall be permitted in accordance with the Retail District with the exception of the following:
1. Maximum Height
   a. Commercial Amusement, Indoor: Two (2) stories, no greater than fifty (50) feet at the parapet height, with an additional twenty (20) feet above the parapet for a marquee.
   b. Hotel, Limited Service: Five (5) stories, no greater than seventy-five (75) feet.
      i. Minimum height of four (4) stories.

A4. Design Guidelines
1. Elevation Review and Approval
   a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.

b. Detailed Façade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission. Façade Plans for the Limited Service Hotels and the Indoor Commercial Amusement uses shall also be subject to Town Council approval.

2. Architectural Standards
   a. At least eighty percent (80%) of each building's façade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick or stone)
      i. Commercial Amusement, Indoor may utilize architectural finished concrete as a primary masonry material, and may be used for up to one hundred percent (80%) of a building elevation, as shown on Exhibit F. In addition, a maximum of ten percent (10%) secondary material, and minimum of ten percent (10%) stone, per elevation, shall be required for Commercial Amusement, Indoor.
      ii. Limited Service Hotels may utilize sintered stone as a primary masonry material, as shown on Exhibit F.
   b. For retail/restaurant uses, no more than thirty percent (30%) of each façade elevation shall use wood-based high pressure laminate (i.e. Prodema, Trespa, CompactWood), as shown on Exhibit F.
   c. No more than fifteen percent (15%) of each façade elevation may use a combination of accent materials such as cedar or similar quality decorative wood, architectural metal panel, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features. Commercial Amusement, Indoor shall be limited to a maximum ten percent (10%).
   d. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, marquees and roof forms whose area in plan is no greater than fifteen percent (15%) of the ground floor footprint may exceed the height limits by up to ten feet (10').
   e. No single material shall exceed eighty percent (80%) percent of an elevation area. Except for Commercial Amusement, Indoor, a minimum of twenty percent (20%) of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone. Commercial Amusement, Indoor shall require a minimum ten percent (10%) stone, per elevation.
      i. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
      ii. Canopies, awnings, or porticos;
      iii. Recesses/projections;
      iv. Arcades;
      v. Arches;
      vi. Display windows, including a minimum sill height of thirty (30) inches;
      vii. Architectural details (such as tile work and moldings) integrated into the building facade;
      viii. Articulated ground floor levels or base;
      ix. Articulated cornice line;
      x. Integrated planters or wing walls that incorporate landscape and sitting areas;
      xi. Offsets, reveals or projecting rib used to express architectural or structural bays; or
      xii. Varied roof heights;

f. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features.
g. Except for the Commercial Amusement, Indoor, all primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.
h. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of the Town's Zoning Ordinance.
i. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
j. All retail/commercial buildings with facades greater than two hundred feet (200') in length shall incorporate wall plane projections or recesses that are at least six feet (6') deep. Projections/recesses must be at least twenty five percent (25%) of the length of the facade. Except for Commercial Amusement, Indoor, no uninterrupted length of facade may exceed one hundred feet (100') in length.

3. Windows and Doors
   a. All ground floor front facades of buildings along streets or public ways with on-street parking or that face directly onto Open Space and contain non-residential uses shall have transparent storefront windows covering no less than thirty percent (30%) of the façade area. Hotels shall have no less than ten percent (10%) of the façade.
      i. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story. Windows shall have a maximum exterior visible reflectivity of thirty percent (30%).
   b. At the time of Site Plan in conjunction with the detailed Façade Plans for a Limited Service Hotel, window detailing shall be provided, including but not limited to articulations, recesses, and/or projections.

4. Awning, Canopies, Arcades, and Overhangs
   a. Awnings shall not be internally illuminated.
   b. Canopies shall not exceed one hundred linear feet (100') without a break of at least five feet (5').
   c. Awnings and canopies shall not extend beyond ten feet (10') from the main building façade.

A5. Additional Standards
1. Open Space
   a. Urban Open Space
      i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as the central park to the commercial development. A minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.

ii. The urban park open space shall be constructed at the time of construction of phase 1. The urban park open space shall be constructed at the developer's cost.
iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of phase 1B. The hike and bike trail system shall be constructed at the developer's cost.

b. Rural Open Space
i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.

c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.

2. Landscape Screening and Buffering
a. A thirty-foot (30') landscape easement shall be required along roadways when an adjacent building sides or backs the road. The landscape buffer shall consist of a minimum three-foot (3') foot berm.
b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement.
c. A minimum ten-foot (10') landscape buffer is required adjacent to Urban and Rural Open Space.
d. Berming shall be required behind the Entertainment/Indoor Commercial Amusement structure located in Phase 2A as reflected on the Phasing Diagram.

3. Lot Frontage
a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.

Tract B – Multifamily District

B1. Except as noted below, the Tract shall develop in accordance with the Multifamily District as it exists or may be amended.

B2. Multifamily Construction
1. For Phase 1B, as shown on Exhibit E2, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building as shown on Lot 8 on Exhibit D and the Limited Service Hotel on Lot 15 on Exhibit D.

2. For Phase 2B, as shown on Exhibit E2, which consists of a maximum of 237 units, construction may not commence until vertical construction has begun on a minimum fifty thousand (50,000) square foot Indoor Commercial Amusement building or similar size retail building.

B3. Regulations. Regulations shall be permitted in accordance with the Multifamily District with the exception of the following:
1. Maximum Number of Units: Four hundred and eighty (480) units.

2. Maximum Height:
   a. Two (2) stories, no greater than forty feet (40') for buildings within one hundred (100) feet of a single family zoning district.
   b. Three (3) stories, no greater than fifty feet (50').
   c. Four (4) stories, no greater than sixty-five feet (65').

3. Size of Yards
   a. In accordance with Exhibit D.

4. Minimum Dwelling Area
   a. One (1) bedroom: 650 square feet
   b. Two (2) bedroom: 925 square feet
   c. Three (3) bedroom: 1,150 square feet

5. Lot Coverage: Maximum fifty percent (50%)

B4. Design Guidelines

1. Elevation Review and Approval
   a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
   b. Detailed Façade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission.

2. Architectural Standards
   a. At least eighty percent (80%) of each building's façade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick and stone).
   b. No more than fifteen percent (15%) of each façade elevation shall use a combination of accent materials such as cedar or similar quality decorative wood, fiber cement siding, resin-impregnated wood panel system, cementitious-fiber clapboard (not sheet) with at least a fifty (50) year warranty, architectural metal panel, split-face concrete block, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
   c. Any enclosed one or two-car garage shall be designed and constructed of the same material as the primary building.

B5. Additional Standards

1. Open Space
   a. Urban Open Space
      i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as the central park to the commercial development. A minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.
      ii. The urban park open space shall be constructed at the time of construction of Phase 1. The urban park open space shall be constructed at the developer's cost.

iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of phase 1B. The hike and bike trail system shall be constructed at the developer's cost.

b. Rural Open Space
   i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.

c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.

2. Landscape Screening and Buffering
   a. As depicted on the Landscape Plan (Exhibit G), two (2) rows of minimum three inch (3") caliper trees every fifty feet (50') on center, offset, shall be planted along the northern property line.
   b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement, except for the twenty-five foot (25') UTRWD utility easement that currently resides immediately south of the property's north property line.
   c. A minimum ten-foot (10') landscape buffer is required adjacent to Rural Open Space.

3. Lot Frontage
   a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.

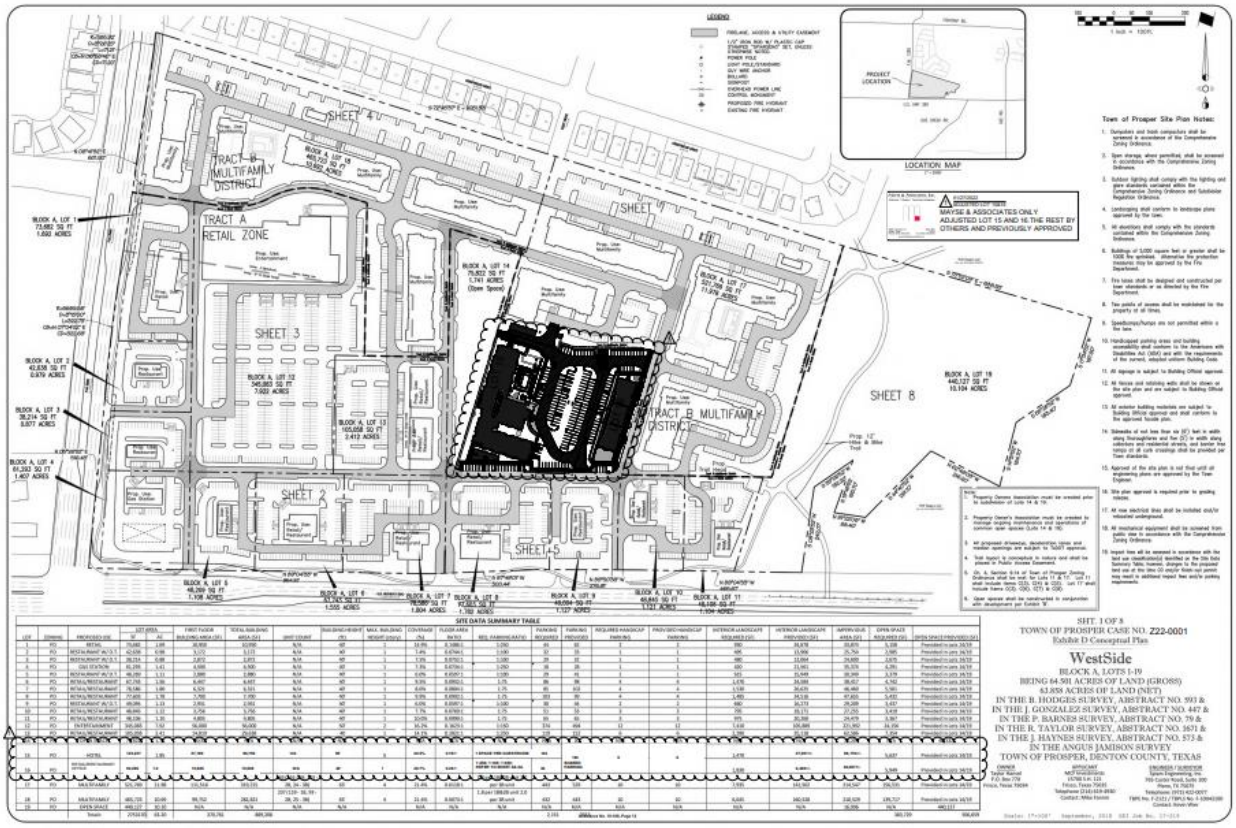
4. Parking
   a. Minimum "Off-Street" Parking. For the purpose of this ordinance, off-street parking shall mean any parking not located immediately adjacent to and along public drives (i.e. parallel parking) used for internal circulation throughout the development.
      i. One (1) and two (2) bedroom units: 1.8 parking spaces per unit.
      ii. Three (3) bedroom units: 2.0 parking spaces per unit.
   b. Tandem parking shall count towards the parking provided for each designated tract or phase that the parking resides within.
   c. Surface parallel parking that is provided along interior drives shall count towards the parking provided for each designated tract or phase that the parking resides within.

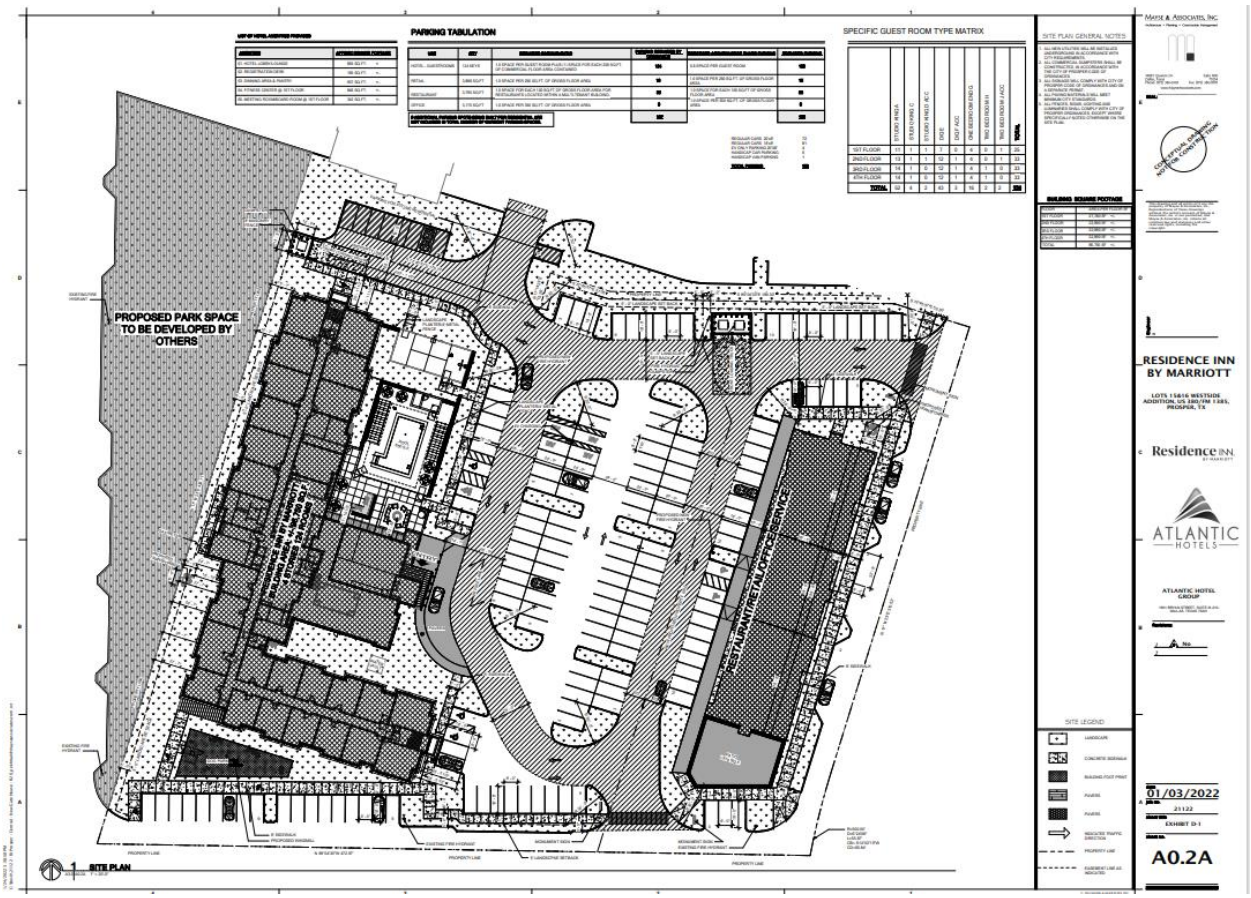
5. The provisions of Chapter 4, Section 9.14 (Non-Residential and Multifamily Development Adjacent to a Major Creek) shall apply to the proposed development.

6. The provisions of Chapter 4, Section 9.16 (Residential Open Space) shall apply to the proposed development.

7. The provision of Chapter 4, Section 9.17 (Multifamily Site Design) shall not apply to the proposed development.

Exhibit D


SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
TRACT A
RETAIL ZONE
TRACT B
MULTIFAMILY
DISTRICT
LOCATION MAP
Town of Prosper Site Plan Notes:
SITE DATA SUMMARY TABLE
SHT 1 OF 8
TOWN OF PROSPER CASE NO. Z22-0001
Exhibit D Conceptual Plan
WestSide
BLOCK A, LOTS 1-19
BEING 64.581 ACRES OF LAND (GROSS)
63.858 ACRES OF LAND (NET)
IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &
IN THE ANGUS JAMISON SURVEY
TOWN OF PROSPER, DENTON COUNTY, TEXAS


PARKING TABULATION
SPECIFIC GUEST ROOM TYPE MATRIX
PROPOSED PARK SPACE TO BE DEVELOPED BY OTHERS
RESTAURANT/RETAIL/OFFICE SERVICE
SITE PLAN
SITE PLAN GENERAL NOTES
SITE LEGEND
RESIDENCE INN BY MARRIOTT
LOTS 15&16 WESTSIDE ADDITION, US 380/FM 1385, PROSPER, TX
ATLANTIC HOTEL GROUP
01/03/2022
EXHIBIT D-1
A0.2A

Z22-0001

EXHIBIT E
DEVELOPMENT SCHEDULE
WESTSIDE

The phasing and development of this project is dependent upon both market conditions and the individual developers' timing. The anticipated schedule for the buildout will likely include a division of developmental increments. Upon commencement of development, the project construction is expected to require between 18 – 60 months. See Exhibit E2 for a graphic depiction.

Phase 1A: The central core of the property coupled with the construction of the central park. It would comprise both the physical heart of the project, plus individual pads inside the retail development. Vehicular access to the property will mostly be included in this phase. Depending on the schedule of the multi-family developer, Phase 1B could be developed in conjunction with Phase 1A.

Phase 1B: The initial phase of a two phase multi-family development.

Phase 2A: The second phase of a two phase commercial development, including retail/restaurant and entertainment uses to the west of the central park.

Phase 2B: The second phase of a multi-family development, located to the north of Phase 2A. Phase 2B could be developed in conjunction with Phase 2A.

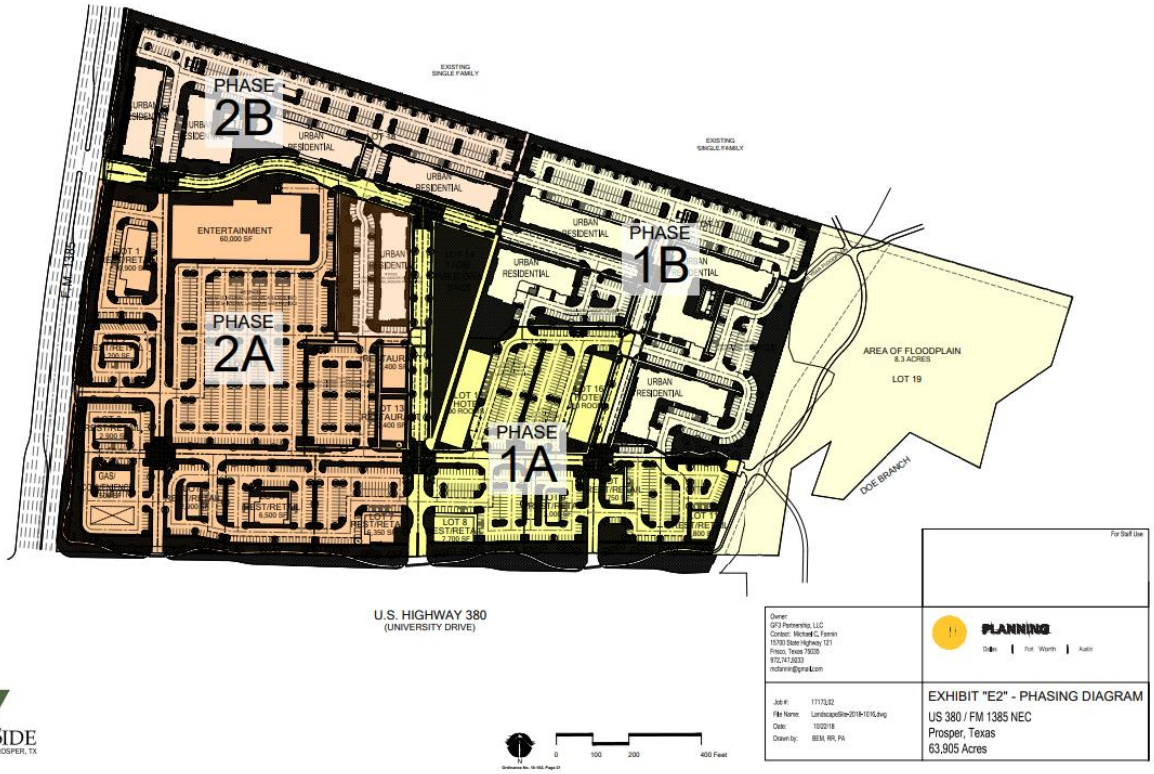
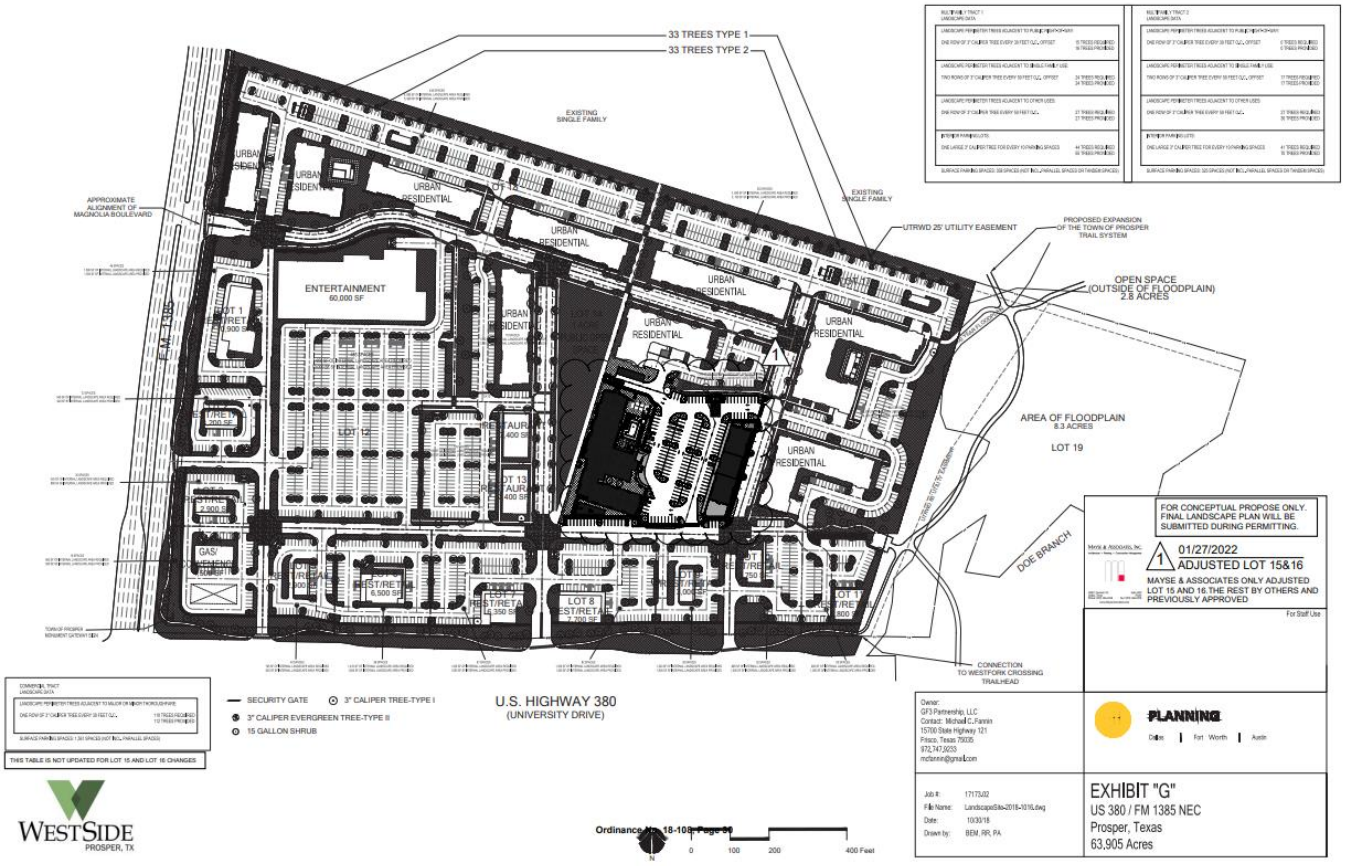

PHASE
2B
PHASE
2A
PHASE
1B
PHASE
1A
ENTERTAINMENT
60,000 SF
URBAN RESIDENTIAL
EXISTING SINGLE FAMILY
AREA OF FLOODPLAIN
8.3 ACRES
LOT 19
DOE BRANCH
U.S. HIGHWAY 380
(UNIVERSITY DRIVE)
WESTSIDE
PROSPER, TX
PLANNING
EXHIBIT "E2" - PHASING DIAGRAM
US 380 / FM 1385 NEC
Prosper, Texas
63.905 Acres

Exhibit F

Exhibit G


33 TREES TYPE 1
33 TREES TYPE 2
EXISTING SINGLE FAMILY
EXISTING SINGLE FAMILY
APPROXIMATE ALIGNMENT OF MAGNOLIA BOULEVARD
UTRWD 25' UTILITY EASEMENT
PROPOSED EXPANSION OF THE TOWN OF PROSPER TRAIL SYSTEM
OPEN SPACE (OUTSIDE OF FLOODPLAIN) 2.8 ACRES
ENTERTAINMENT 60,000 SF
URBAN RESIDENTIAL
AREA OF FLOODPLAIN 8.3 ACRES
LOT 19
DOE BRANCH
CONNECTION TO WESTFORK CROSSING TRAILHEAD
FOR CONCEPTUAL PROPOSE ONLY. FINAL LANDSCAPE PLAN WILL BE SUBMITTED DURING PERMITTING.
01/27/2022
ADJUSTED LOT 15&16
MAYSE & ASSOCIATES ONLY ADJUSTED LOT 15 AND 16.THE REST BY OTHERS AND PREVIOUSLY APPROVED
For Staff Use
SECURITY GATE
3" CALIPER TREE-TYPE I
3" CALIPER EVERGREEN TREE-TYPE II
15 GALLON SHRUB
U.S. HIGHWAY 380
(UNIVERSITY DRIVE)
THIS TABLE IS NOT UPDATED FOR LOT 15 AND LOT 16 CHANGES
WESTSIDE
PROSPER, TX
PLANNING
Dallas | Fort Worth | Austin
EXHIBIT "G"
US 380 / FM 1385 NEC
Prosper, Texas
63,905 Acres
0 100 200 400 Feet

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Alpha3 Prosper RI, LLC, and the Town of Prosper, Texas, related to development on the Westside Development, located on the northeast corner of US 380 and FM 1385

Description of Agenda Item:

On April 26, 2022, the Town Council approved a zoning request Z20-0001 by a vote of 6-0, subject to an amendment to the existing Development Agreement with the Town. The purpose of the Development Agreement is to amend the existing Development Agreement to prohibit certain business establishments for Lots 15 & 16. A Development Agreement has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement
2. Exhibit

Staff Recommendation:

Staff recommends the Town Council authorizing the Town Manager to execute a Development Agreement between Alpha3 Prosper RI, LLC, and the Town of Prosper, Texas, related to development on the Westside Development, located on the northeast corner of US 380 and FM 1385

Proposed Motion:

I move to authorizing the Town Manager to execute a Development Agreement between Alpha3 Prosper RI, LLC, and the Town of Prosper, Texas, related to development on the Westside Development, located on the northeast corner of US 380 and FM 1385

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Alpha3 Prosper RI, LLC, a Texas limited liability company ("Developer"), collectively referred to as "Parties," to be effective on the date last executed by either of the Parties (the "Effective Date").

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing on an approximate 64.501-acre tract of land generally located at the northeast corner of U.S. Highway 380 and FM 1385 in Denton County, more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, a portion of the foregoing Property (identified as Lots 15 and 16) was rezoned by the Town Council on or about April 26, 2022, pursuant to Ordinance No. 2022-20, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in said Ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the development of Lots 15 and 16 and the Property, as may be amended, and as more fully described herein; and

WHEREAS, subject to the terms of this Agreement, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any business enterprises engaging in those businesses referenced in Paragraph 1, below.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Certain Business Establishments Prohibited**. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, as to Lots 15 and 16 of the Property (legally described on Exhibit A attached hereto), Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on Lots 15 and 16 of the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol. Nothing in this Agreement shall be deemed to modify or

otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

3. Applicability of Town Ordinances. Developer shall construct all structures on Lots 15 and 16 of the Property in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

4. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

5. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

6. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
200 S. Main Street
P.O. Box 307
Prosper, Texas 75078
Attention: Town Manager

If to Developer: Alpha3 Prosper RI, LLC
1700 Pacific Avenue, Suite 1850
Dallas, Texas 75201
Attention: Arzu Molubhoy

7. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

8. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

9. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

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

11. Authority to Execute. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

12. 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.

13. Notification of Sale or Transfer; Assignment of Agreement. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor

owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

14. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

15. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

17. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or pdf signature will also be deemed to constitute an original.

18. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

19. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

20. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2022, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas
My Commission Expires: _____

DEVELOPER:

ALPHA3 PROSPER RI, LLC, a Texas limited liability company

By: Arzu Molubhoy
Arzu Molubhoy, Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 26th day of May, 2022, by Arzu Molubhoy, in her capacity as Manager of Alpha3 Prosper RI, LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and that she executed the same on behalf of and as the act of Developer.

ZACHARY FARRIS
Notary ID #132407395
My Commission Expires
March 17, 2024

Notary Public, State of Texas
My Commission Expires: March 17, 2024

EXHIBIT A

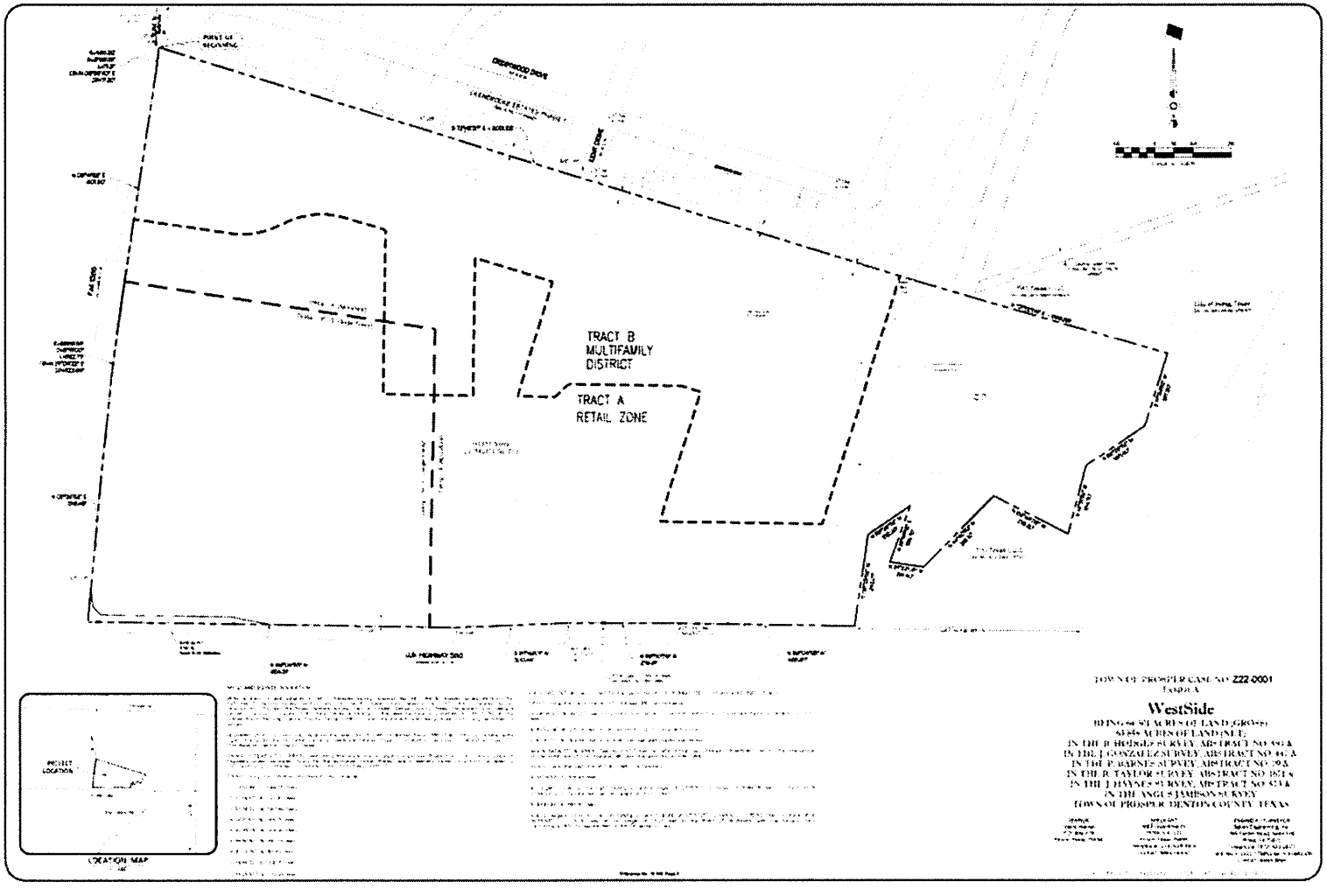
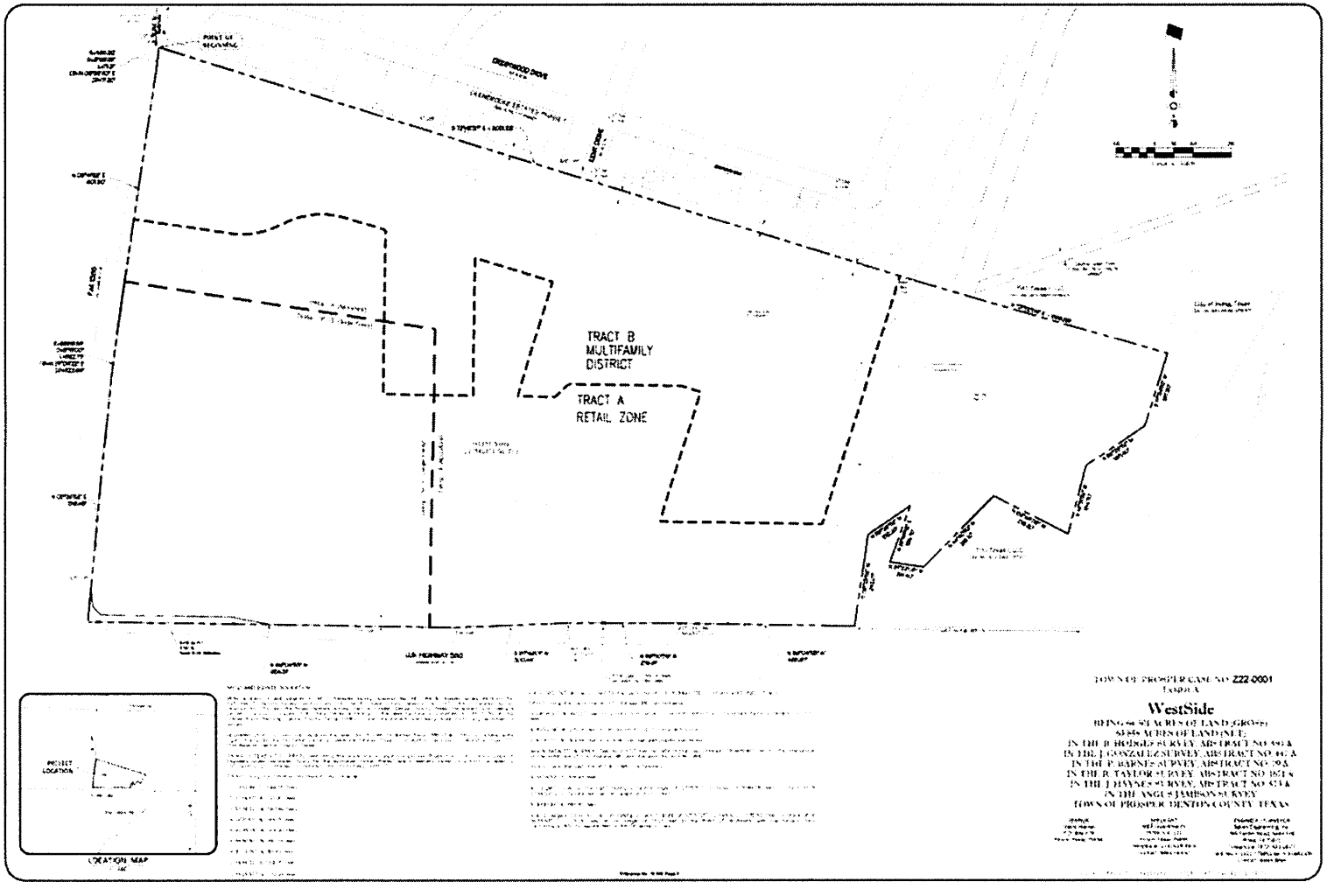

TRACT B
MULTIFAMILY
DISTRICT
TRACT A
RETAIL ZONE
LOCATION MAP
TOWN OF PROSPER CASE NO Z22-0001
EXHIBIT A
WestSide

EXHIBIT A


TRACT B
MULTIFAMILY
DISTRICT
TRACT A
RETAIL ZONE
WestSide
LOCATION MAP

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

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 Plans and Preliminary Site Plans, including NWC 380 & Teel and Westside.

Description of Agenda Item:

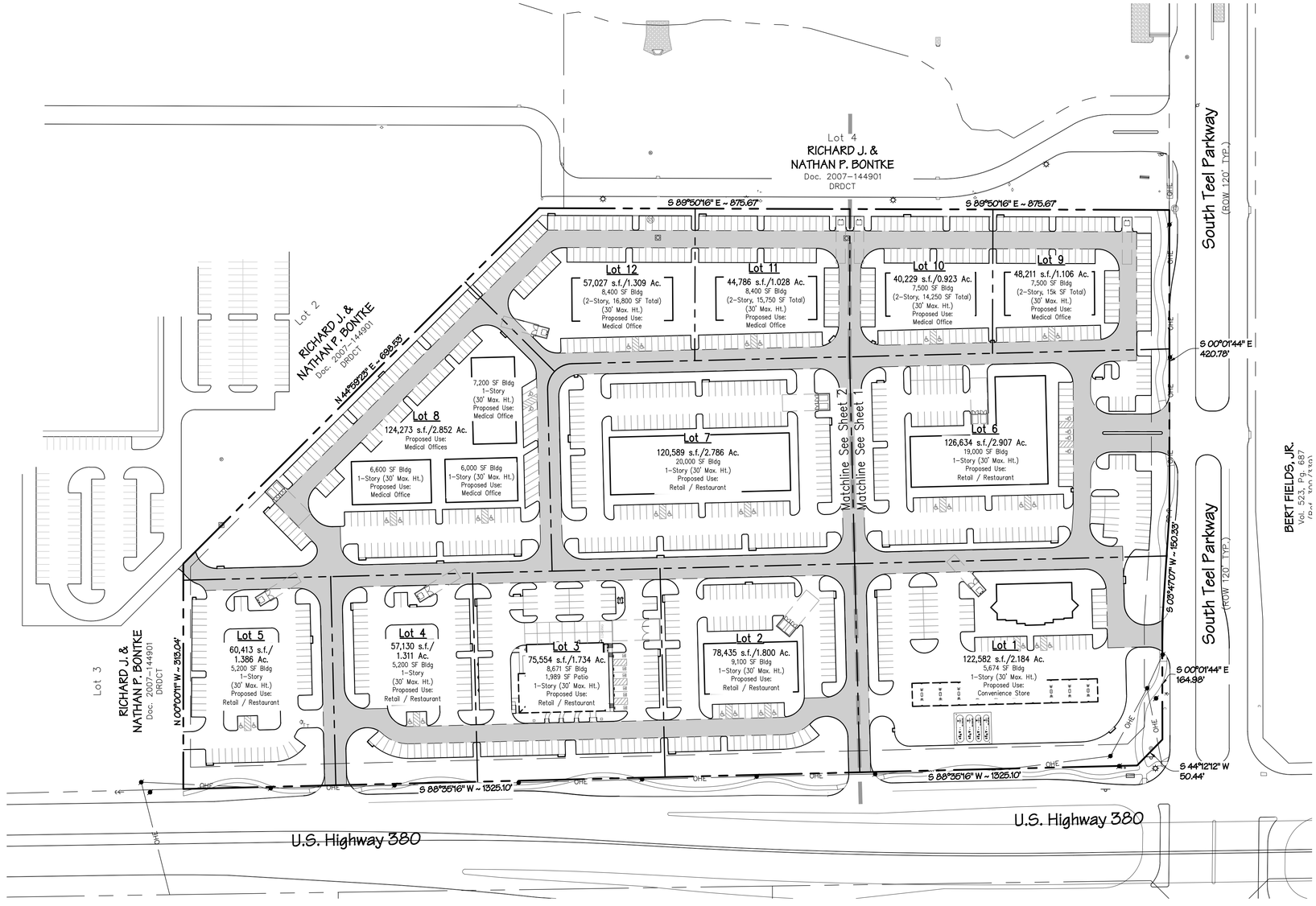
The Planning and Zoning Commission took action on these Site Plans at their May 17, 2022, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

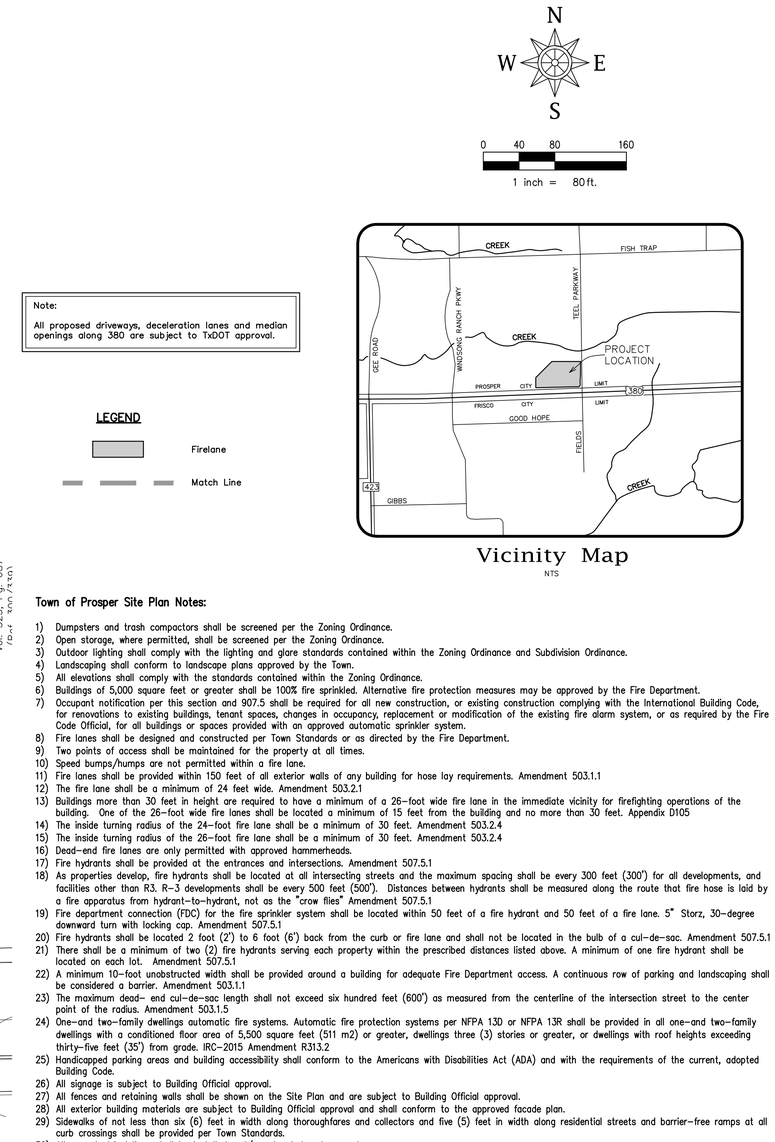
Attached Documents:

1. Preliminary Site Plan for NWC 380 & Teel
2. Site Plan for Westside

Town Staff Recommendation:

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





BERT FIELDS, JR.
Vol. 523, Pg. 687
Real Prop. Rec.

Town of Prosper Site Plan Notes:

1) Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
2) Open storage, where permitted, shall be screened per 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) Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
8) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
9) Two points of access shall be maintained for the property at all times.
10) Speed bumps/humps are not permitted within a fire lane.
11) Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
13) Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
14) The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
15) The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
16) Dead-end fire lanes are only permitted with approved hammerheads.
17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18) As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3. R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies" Amendment 507.5.1
19) Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
20) Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
21) There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
22) A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
23) The maximum dead- end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
24) One-and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one-and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
25) 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.
26) All signage is subject to Building Official approval.
27) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
28) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
29) 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.
30) All new electrical lines shall be installed and/or relocated underground.
31) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
32) All landscape easements must be exclusive of any other type of easement.
33) Impact fees will be assessed per 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.
34) The approval of a Preliminary Site Plan shall be effective for two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.

SITE DATA SUMMARY TABLE

LOT	ZONING	PROPOSED USE	LOT AREA SF	LOT AREA AC	FIRST FLOOR BUILDING AREA (SF)	TOTAL BUILDING AREA (SF)	UNIT COUNT	BUILDING HEIGHT (story)	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
1	PD	CONVENIENCE STORE	122,582	2.81	5,674	5,674	N/A	1	4.6%	0.0463:1	1:250	23	56	3	4	840	2,106	32,956	8,581	9,953
2	PD	RETAIL & RESTAURANT	78,436	1.80	9,100	9,100	N/A	1	11.6%	0.116:1	1:100; 1:250	65	85	4	4	1,275	810	27,702	5,490	4,616
3	PD	RETAIL & RESTAURANT	75,554	1.73	8,671	10,660	N/A	1	11.5%	0.1411:1	1:100; 1:250	76	77	4	6	1,155	972	24,769	5,289	2,103
4	PD	RETAIL & RESTAURANT	57,130	1.31	5,200	5,200	N/A	1	9.1%	0.091:1	1:100; 1:250	37	49	2	2	735	1,296	53,972	3,999	4,144
5	PD	RETAIL & RESTAURANT	60,413	1.39	5,200	5,200	N/A	1	8.6%	0.0861:1	1:100; 1:250	37	49	2	2	735	1,296	31,555	4,229	3,867
6	PD	RETAIL & RESTAURANT	126,635	2.91	19,000	19,000	N/A	1	15.0%	0.15:1	1:100; 1:250	133	138	5	8	2,070	2,106	48,228	8,864	4,000
7	PD	RETAIL & RESTAURANT	120,589	2.77	20,000	20,000	N/A	1	16.6%	0.1659:1	1:100; 1:250	140	142	5	4	2,130	1,944	45,213	8,441	8,484
8	PD	MEDICAL OFFICE	124,273	2.85	19,800	19,800	N/A	1	15.9%	0.1593:1	1:250	80	135	5	6	2,025	2,916	47,054	8,699	18,681
9	PD	MEDICAL OFFICE	48,212	1.11	7,500	15,000	N/A	2	15.6%	0.3111:1	1:250	60	69	3	2	1,035	1,620	30,091	3,375	3,024
10	PD	MEDICAL OFFICE	40,230	0.92	7,500	14,250	N/A	2	18.6%	0.3542:1	1:250	57	57	3	2	855	1,944	16,285	2,816	4,050
11	PD	MEDICAL OFFICE	44,786	1.03	8,400	15,750	N/A	2	18.8%	0.3517:1	1:250	63	63	3	2	945	1,944	26,002	3,135	4,100
12	PD	MEDICAL OFFICE	57,028	1.31	8,400	16,800	N/A	2	14.7%	0.2946:1	1:250	68	80	4	2	1,200	10,692	229,398	3,992	7,760
		Total	955,868	21.944	124,445	156,434						839	1,000	43	44	15,000	29,646	613,225	66,911	74,782

CASE No. - D 22-0021
PRELIMINARY SITE PLAN

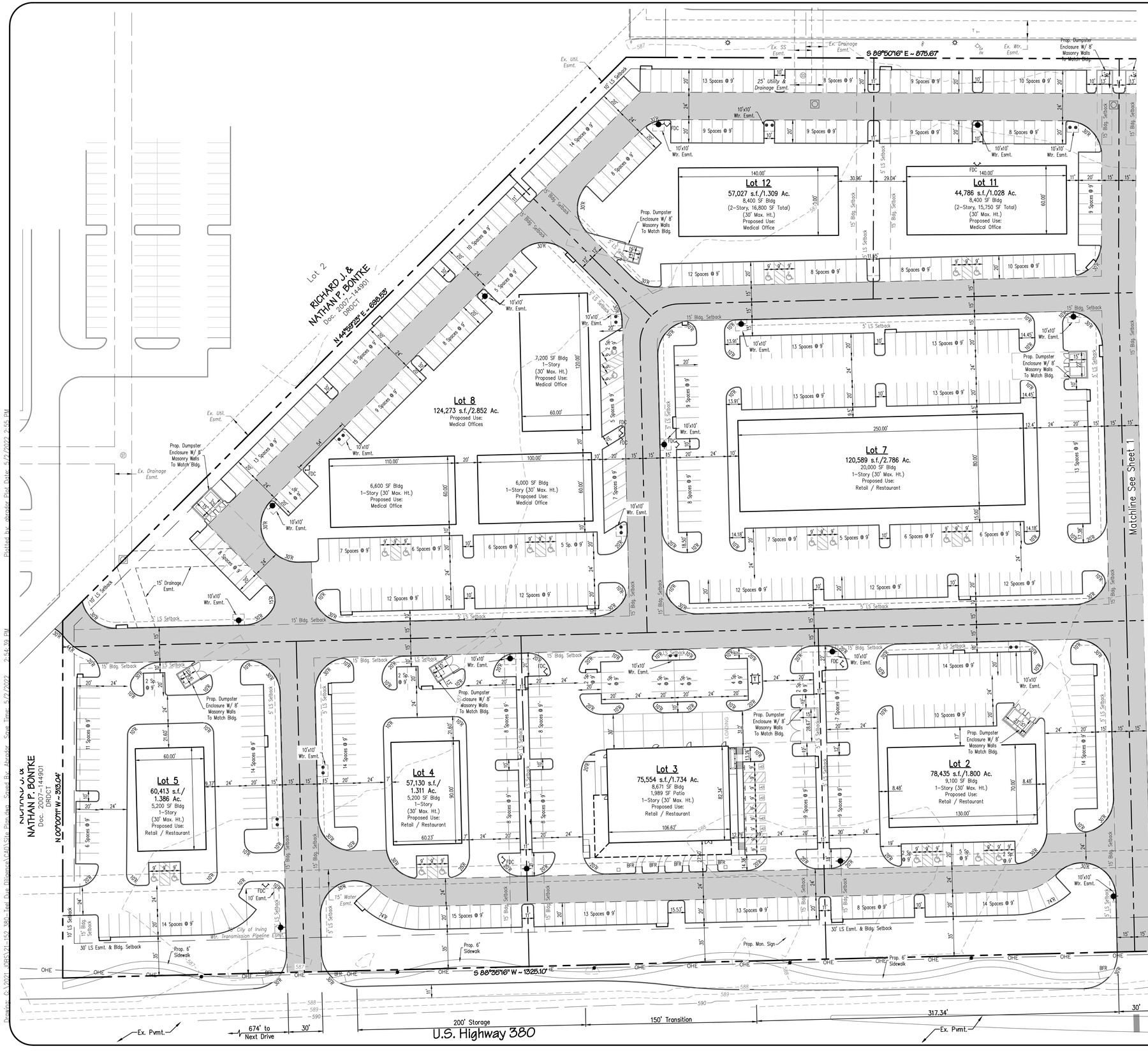
US 380 & TEEL PARKWAY

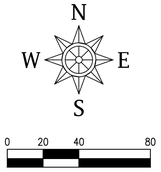
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
C. SMITH SURVEY ABSTRACT NO. 1681
955,868 Sq. Ft./21.944 Acres

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

OWNER/DEVELOPER
Teel 380, LP
8668 John Hickman Parkway
Frisco, TX 75034
Telephone: (972) 679-1918
Contact: Shiva Kondru

Drawing: G:\2021 JOBS\21-152 380-Teel Due Diligence\CAD\Site Plan.dwg Saved By: Abrador Save Time: 5/2/2022 2:54:39 PM Plotted by: abrador Plot Date: 5/2/2022 2:55 PM





Town of Prosper Site Plan Notes:

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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) Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
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12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
13) Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
14) The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
15) The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
16) Dead-end fire lanes are only permitted with approved hammerheads.
17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18) As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3. R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies" Amendment 507.5.1
19) Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
20) Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
21) There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
22) A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
23) The maximum dead- end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
24) One-and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one-and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
25) 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.
26) All signage is subject to Building Official approval.
27) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
28) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
29) 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.
30) All new electrical lines shall be installed and/or relocated underground.
31) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
32) All landscape easements must be exclusive of any other type of easement.
33) Impact fees will be assessed per 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.
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Notes:

1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

2. Headlight screening will be provided in accordance with Town Standards.

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OHE — OVERHEAD POWER LINE
- CM — CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

CASE No. - D 22-0021
PRELIMINARY SITE PLAN

US 380 & TEEL PARKWAY

IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
C. SMITH SURVEY ABSTRACT NO. 1681
955,868 Sq. Ft./21.944 Acres

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

OWNER/DEVELOPER
Teel 380, LP
8668 John Hickman Parkway
Frisco, TX 75034
Telephone: (972) 679-1918
Contact: Shiva Kondru

Sheet 2 of 3 Scale: 1"=40' Apr-22 SEI Job No. 21-152

Plotted by: abrader Plot Date: 5/2/2022 2:55 PM
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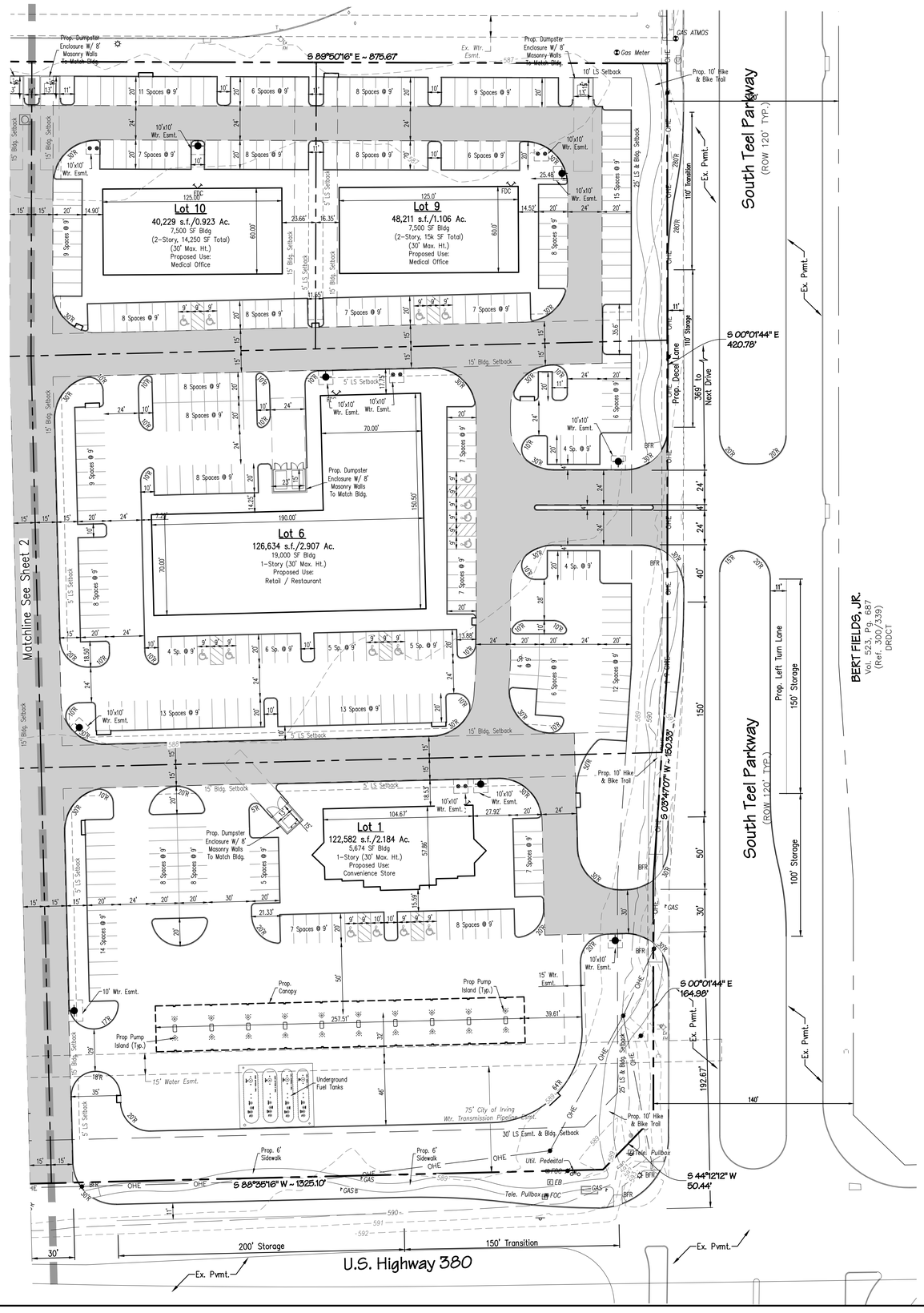

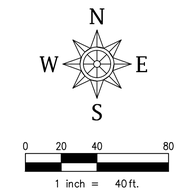

Town of Prosper Site Plan Notes:

1) Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
2) Open storage, where permitted, shall be screened per 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) Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
8) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
9) Two points of access shall be maintained for the property at all times.
10) Speed bumps/humps are not permitted within a fire lane.
11) Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
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- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
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- EXISTING FIRE HYDRANT

BERT FIELDS, JR.
Vol. 523, Pg. 687
(Ref. 300/339)
DRDCT

CASE No. - D 22-0021
PRELIMINARY SITE PLAN

US 380 & TEEL PARKWAY

IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
C. SMITH SURVEY ABSTRACT NO. 1681
955,868 Sq. Ft./21.944 Acres

ENGINEER / SURVEYOR/ APPLICANT
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Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER/DEVELOPER
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Plotted by: abrador Plot Date: 5/2/2022 2:55 PM
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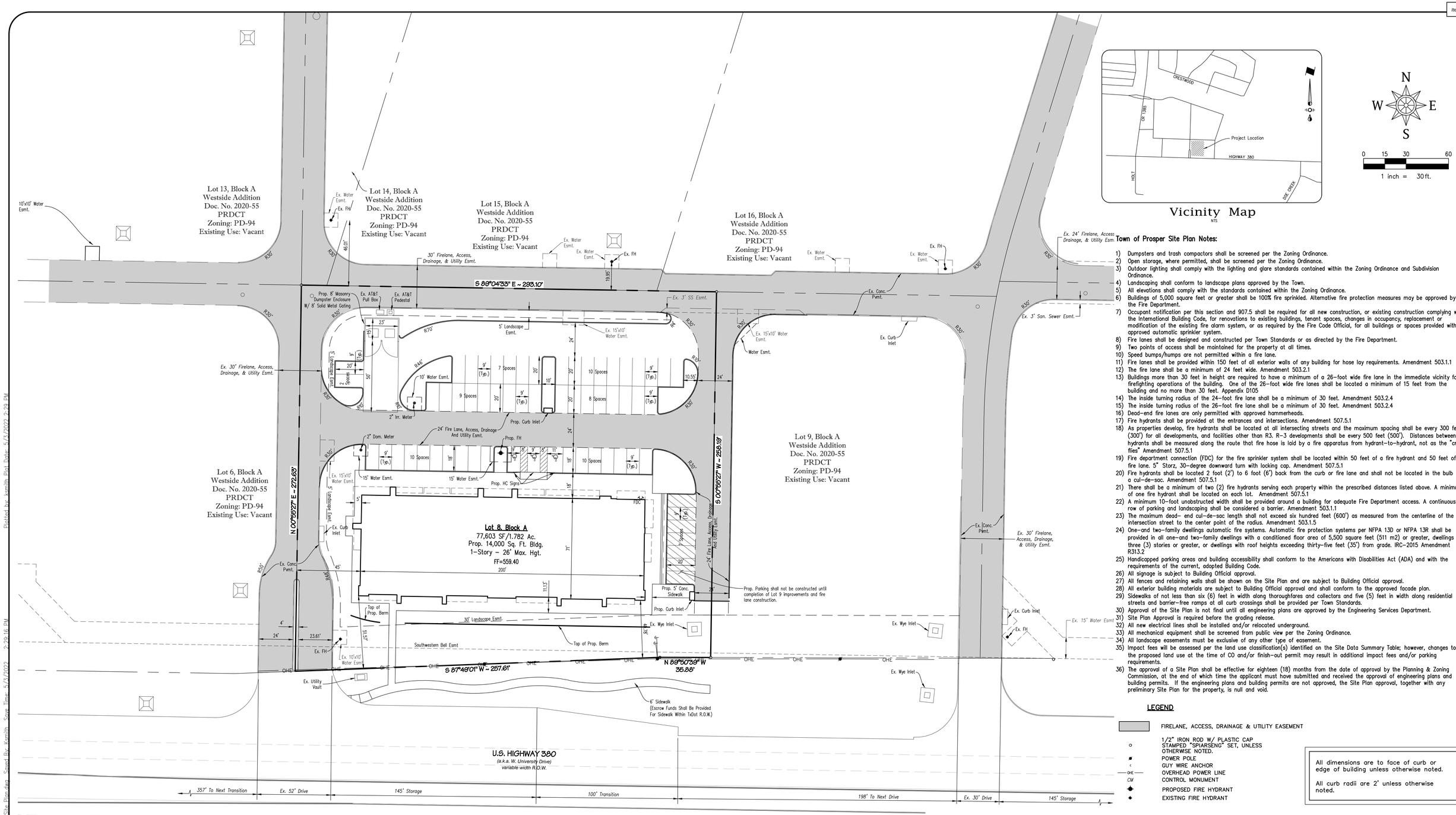

Vicinity Map
NTS

N
W E
S

0 15 30 60
1 inch = 30 ft.

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29) 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.
30) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
31) Site Plan Approval is required before the grading release.
32) All new electrical lines shall be installed and/or relocated underground.
33) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
34) All landscape easements must be exclusive of any other type of easement.
35) Impact fees will be assessed per 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.
36) The approval of a Site Plan shall be effective for 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 the 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.

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
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SITE DATA	LOT 8, BLOCK A
Zoning	Mixed Use PD-94
Proposed Use:	Retail
Lot Area:	1.782 Ac. (77,603 Sq. Ft.)
Building Area:	14,000 Sq. Ft.
Building Height:	1 Story, 26' Max.
Lot Coverage:	18.0%
Floor Area Ratio:	0.18:1
HC Parking Required:	3 Spaces
Total HC Parking Provided:	3 Spaces
Parking Required:	1:250 Sq. Ft. = 56 Spaces
Total Parking Provided:	56 Spaces Incl. 3 HC; 63 Spaces Total upon Completion of the Adjacent Lot.
Landscape Required:	915 Sq Ft
Landscape Provided:	1,820 Sq Ft
Open Space Required:	5,432 Sq Ft
Open Space Provided:	6,374 Sq Ft
Impervious Surface:	58,930 Sq Ft

SITE PLAN - D22-0029

WESTSIDE LOT 8

IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
J. HAYNES SURVEY ABSTRACT NO. 573
77,603 Sq. Ft./1.782 Acres

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

OWNER/DEVELOPER
Rise Commercial
8668 John Hickman Parkway
Frisco, TX 75034
Telephone: (972) 679-1918
Contact: Shiva Kondru

Sheet 1 of 1 Scale: 1"=30' Apr-22 SEI Job No. 21-240

Plotted by: ksmith Plot Date: 5/3/2022 2:29 PM
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TOWN OF PROSPER

Prosper is a place where everyone matters.

PLANNING

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

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

Description of Agenda Item:

The item was considered and tabled at the May 24th Council meeting. In response to the Town Council comments received at the May 24th meeting, the applicant has updated the development standards to reflect minimum building areas of 2,300 sf for all product types and updated the minimum number of units in Table 1.

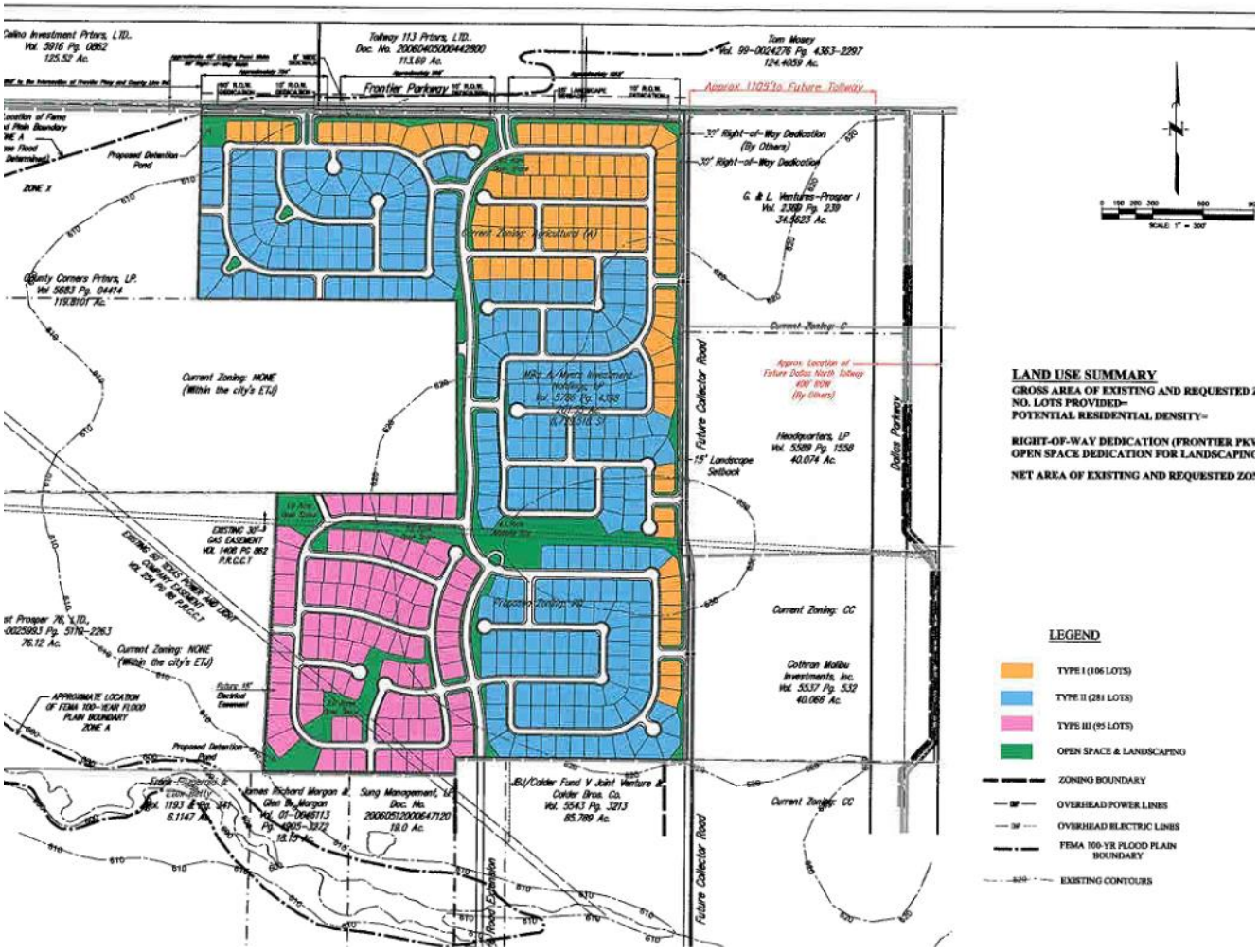
This is a request to rezone 121.4± acres, which is a portion of Planned Development-36 (PD-36), and a portion of Planned Development-63 (PD-63), in order to establish a new Planned Development and zoning district, as well as to facilitate the development of a single-family detached residential subdivision. The existing exhibits for both PD-36 and PD-63 are shown below. There is a small subdivision (PD-74) which is not included in this rezoning request, however, is still part of the subdivision.

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

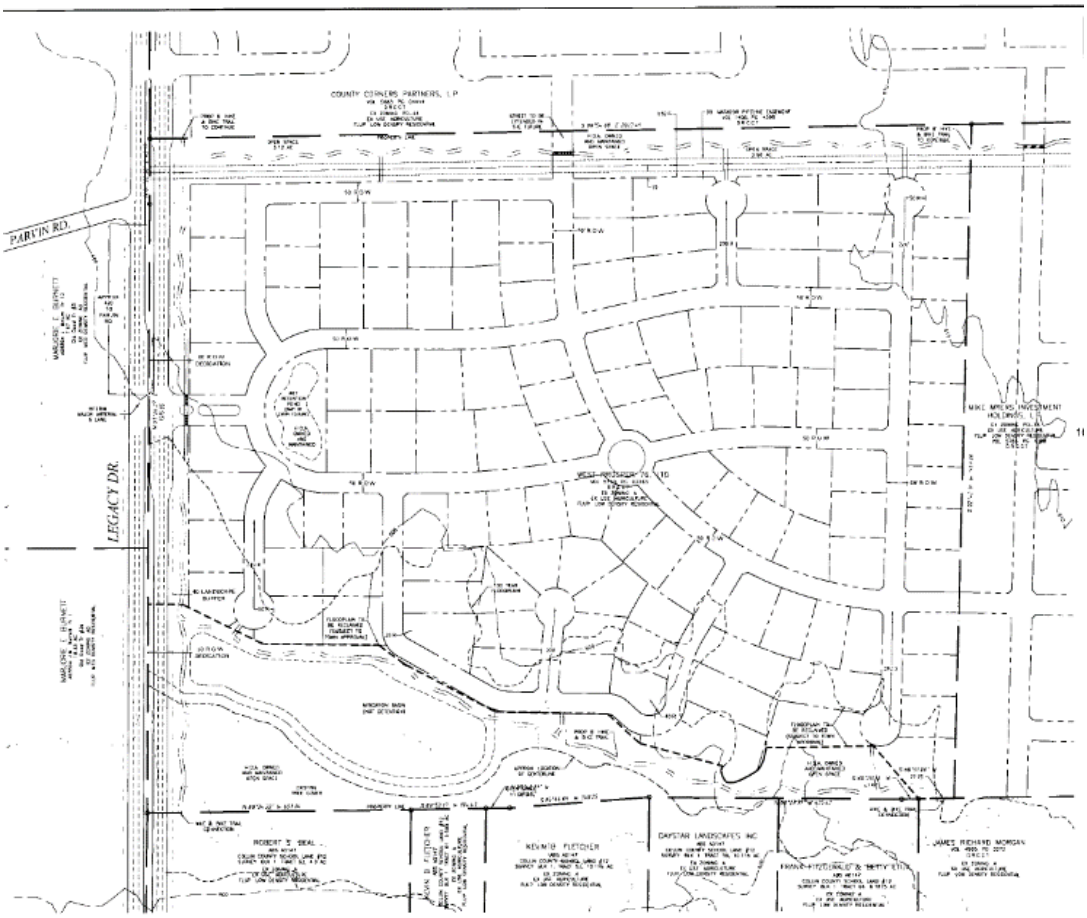
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-36-Single Family & Planned Development 63	Undeveloped	Low Density Residential & Medium Density Residential
North	City of Celina	City of Celina	City of Celina
East	Commercial	Undeveloped	Tollway District

South	Planned Development-36-Single Family & Planned Development 63	Legacy Garden Subdivision	Low Density Resident & Medium Density Residential
West	Planned Development-88-Single Family and Planned Development-90-Single Family	Undeveloped	Low Density Residential & Medium Density Residential

Existing PD 36- Legacy Crossing

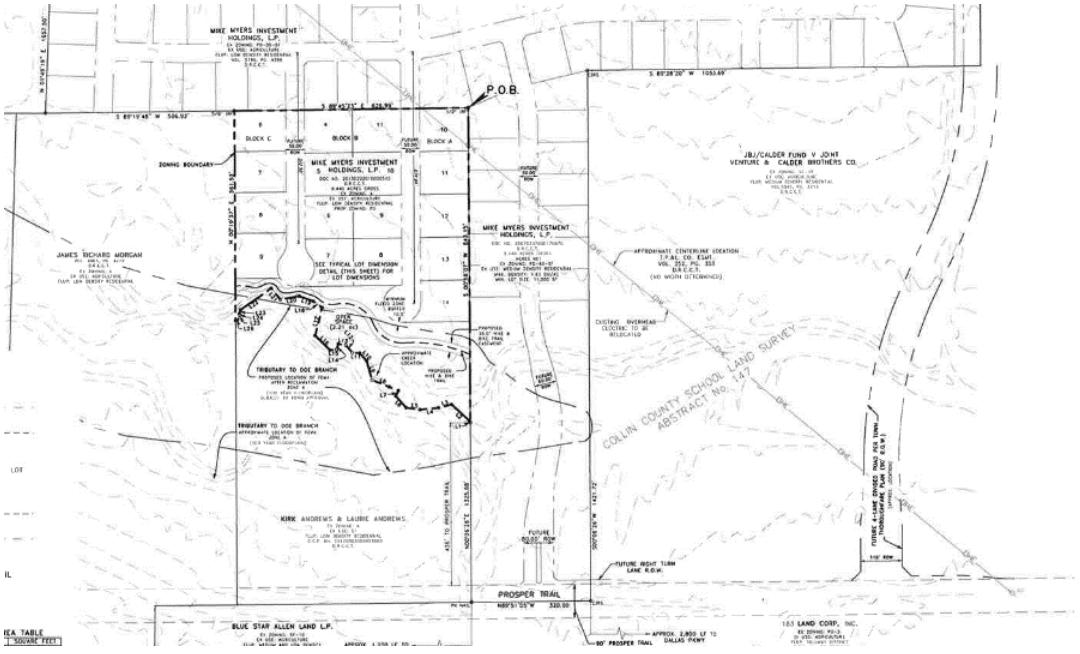


PD-63 Legacy Creek Estates



1 LEGACY CREEK ESTATES - CONCEPTUAL LOT LAYOUT

PD- 74 Legacy Crossing



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

Lot Comparison

Currently in PD-36, there are three (3) types of lots for single-family detached residential lots and in PD-63, there is one (1) type of lot for single-family detached residential lots. The applicant is proposing to modify the proposed standards and introduce three new (3) lot types. A table comparing the existing and proposed single-family detached residential lots is shown below. All other development standards that are not shown, were not altered. Staff does have concerns with the size of the lots being proposed as the modification is removing the larger lots that were previously approved within PD-36 and PD-63. The applicant has made a recent modification for all lot types to include a 2,300 sq. ft. minimum dwelling area.

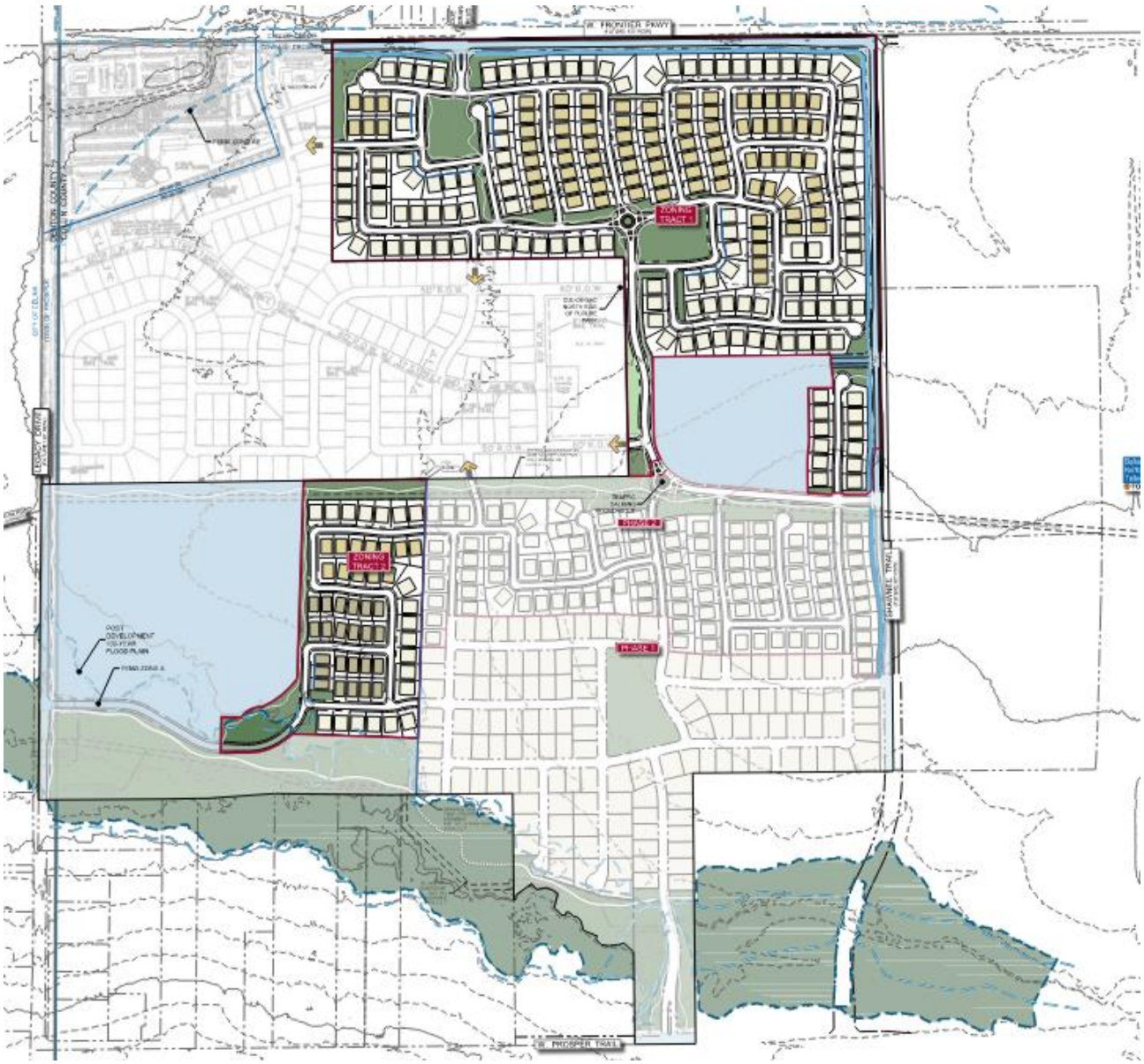
Existing PD-36				**Existing PD-63**
LOT AREA SUMMARY				**LOT AREA SUMMARY**
	I	II	III	
Min. Lot Area (sq. ft.)	10,000 sq. ft.	11,000 sq. ft.	12,500 sq. ft.	13,500 sq. ft., Maximum 10 lots between 13,500 sq. ft.-15,000 sq. ft.
Min Lot. Width (ft.)	No less than 80ft	No less than 80ft	No less than 80ft	100ft
Min. Lot Depth	125ft	125ft	135ft	135ft
Min. Front Yard	25ft	25ft	30ft	35ft
Min. Side Yard	8ft	8ft	8ft	10ft, 15ft on corner
Min. Dwelling Area	1,800 sq. ft.	1,800 sq. ft.	2,500 sq. ft.	2,500 sq. ft.
Number of maximum lots allowed	106 type I lots are proposed	281 type II lots are proposed	95 type III lots are proposed	Not to exceed 121 lots

NEW PROPOSED PD			
LOT AREA SUMMARY			
	8F	9F	10F
Min. Lot Area (sq. ft.)	8,000 sq. ft.	9,000 sq. ft.	10,000 sq. ft.
Normal Lot size	66 x 125	76 x 130	86 x 130
Min. Front Yard	20ft	25ft	25ft
Min. Side Yard	8ft	8ft	8ft
Min. Dwelling Area	~~1,200~~ 2,300 sq. ft.	~~1,400~~ 2,300 sq. ft.	~~1,500~~ 2,300 sq. ft.
Minimum Number of lots allowed	23 lots	101 lots	147 lots

Single Family Lot Entitlement

In PD-36, there are 106 Type I lots being proposed in Lot Area I, 281 Type II lots being proposed in Lot Area II, and 95 Type III lots being proposed in Lot Area III. In PD-63, a total number of lots not to exceed 121 are proposed. The applicant has made a recent modification to include a minimum number of lots which includes 23 8F lots, 101 9F lots, and 147 10F lots.

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



Future Land Use Plan – The Future Land Use Plan recommends Low Density Residential & Medium Density Residential.

Thoroughfare Plan – The property is adjacent to Shawnee Trail, a future major thoroughfare and Frontier Parkway, a future six-lane divided major thoroughfare.

Parks Master Plan – The Parks Master Plan identifies multiple hike and bike trails on the subject property. There is a 12' H&B trail at the south side along the creek. A 10' trail along Shawnee (east side) and Frontier Pkwy (north side). A 10' trail crossing the middle of their property east to west.

Lot Type Summary		
Proposed Lots		
8F (66'x125')	23	4.6%
9F (76'x130')	101	20.0%
10F (86'x130')	147	29.1%
Existing Platted Lots		
Type I (10,000 SF)	17	3.4%
Type II (11,000 SF)	167	33.1%
Type III (12,500 SF)	34	6.7%
PD-74-15 (15,000 SF)	16	3.2%
Total	**505**	

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

Attached Documents:
1. Aerial and Zoning Maps
2. Zoning Exhibits
3. Reply Form

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

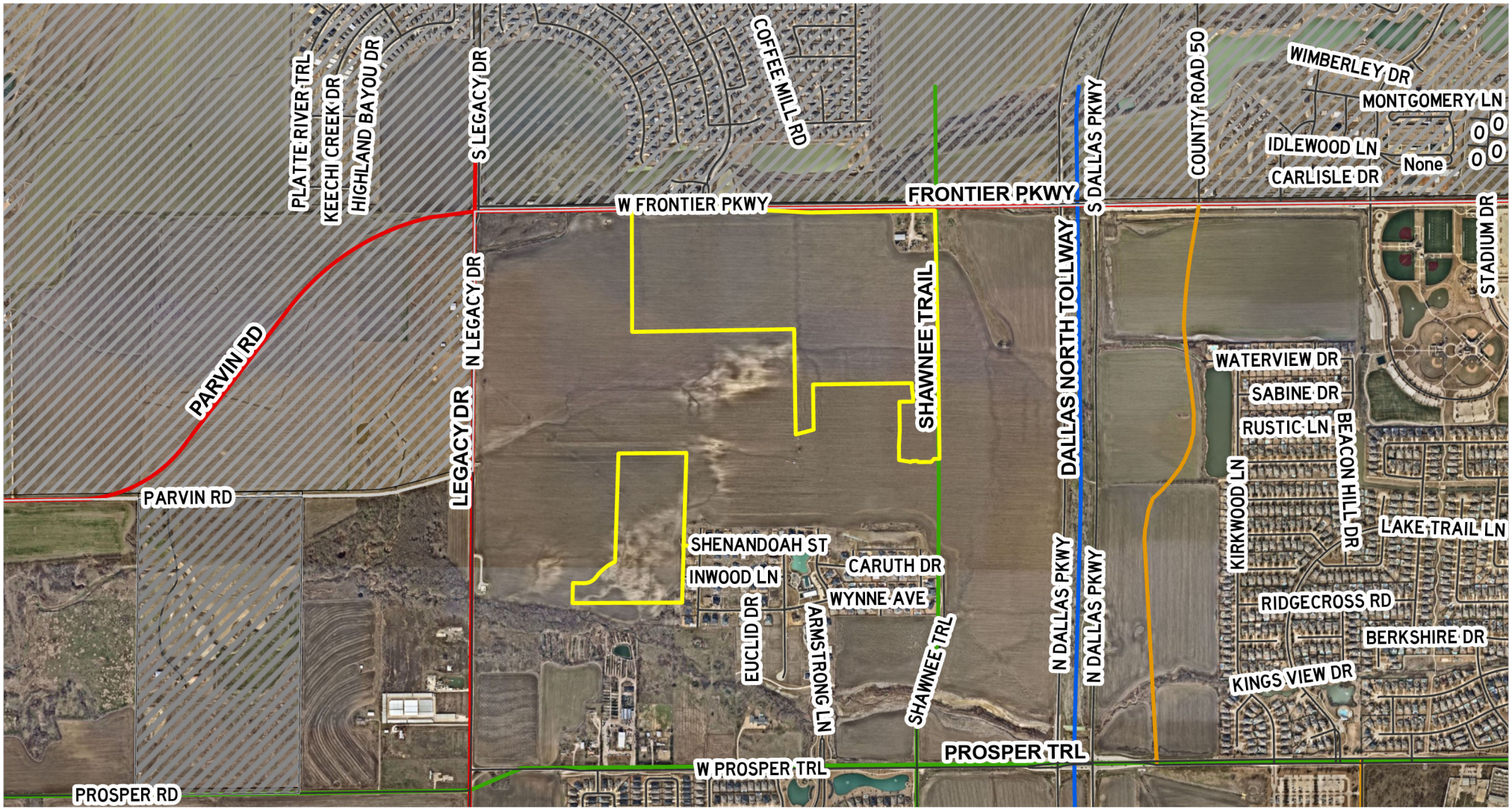
- Limiting 8F Type Lots to a maximum of 75, 9F Type Lots to a maximum of 57, 10F Type Lots to a maximum of 148, and
- Increasing the minimum dwelling size to 1,800 square feet for all proposed lot types.

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

a. Town Council approval of a Development Agreement, including, but not limited to, architectural building materials.

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

Z20-0019 - Legacy Gardens



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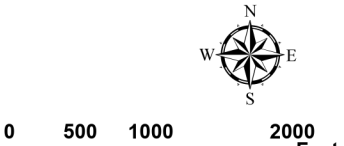
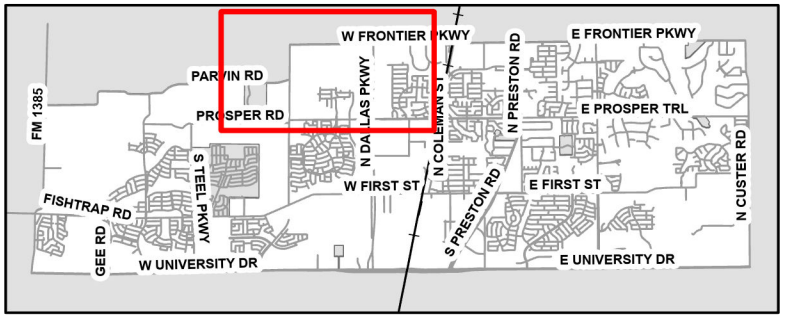
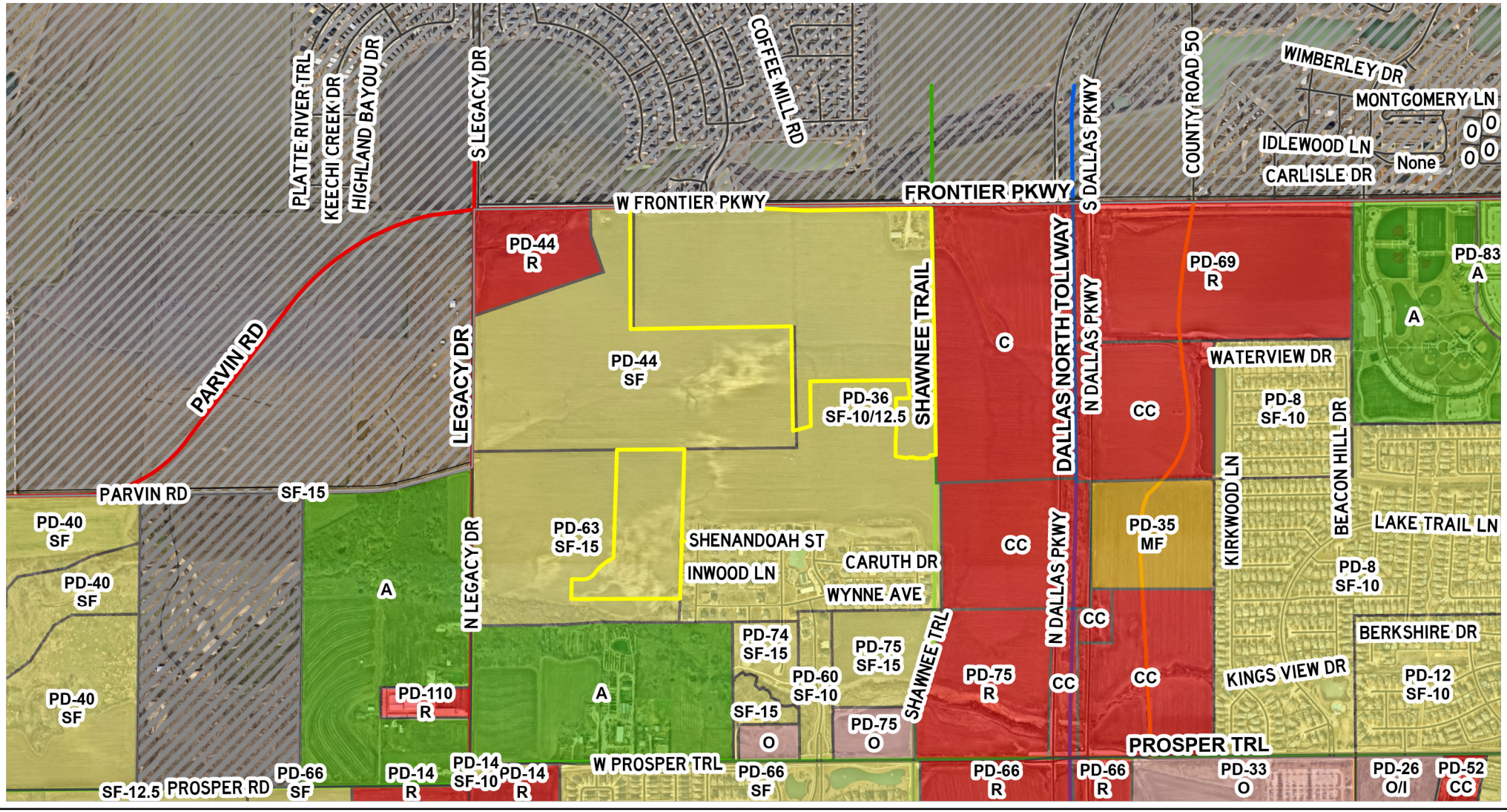




TOWN OF PROSPER

Z20-0019 - Legacy Gardens



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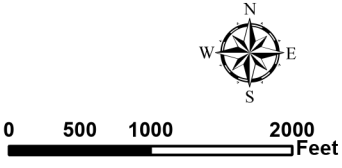

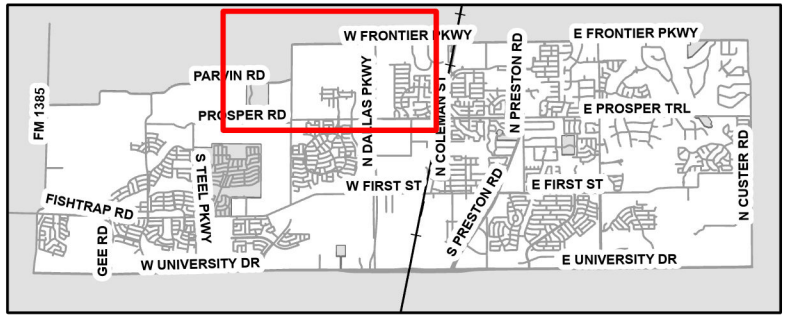

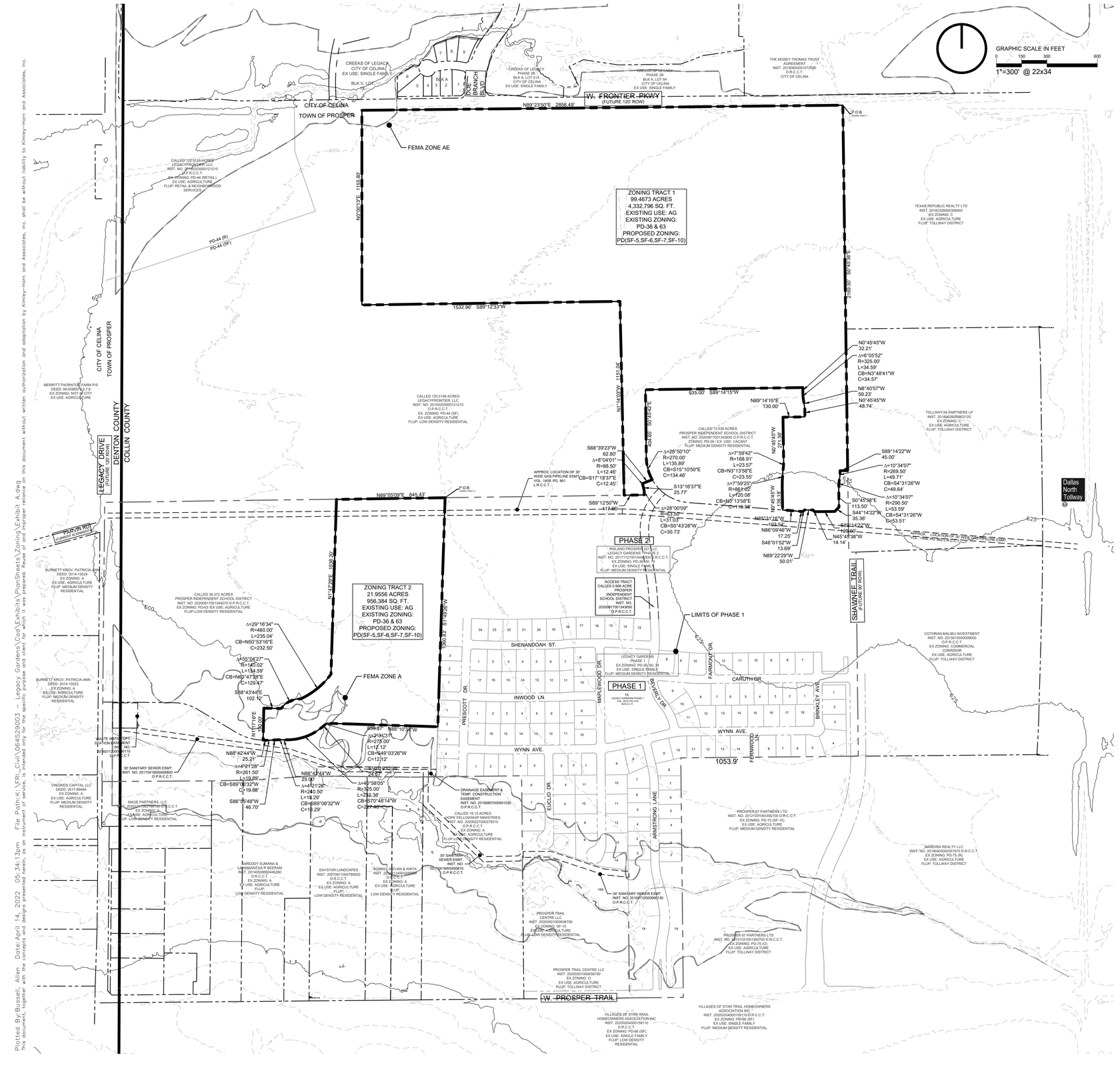
GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34
W. FRONTIER PKWY
(FUTURE 120' ROW)
N89°23'50"E 2856.49'
P.O.B.
FEMA ZONE AE
ZONING TRACT 1
99.4673 ACRES
4,332,796 SQ. FT.
EXISTING USE: AG
EXISTING ZONING:
PD-36 & 63
PROPOSED ZONING:
PD(SF-5,SF-6,SF-7,SF-10)
ZONING TRACT 2
21.9556 ACRES
956,384 SQ. FT.
EXISTING USE: AG
EXISTING ZONING:
PD-36 & 63
PROPOSED ZONING:
PD(SF-5,SF-6,SF-7,SF-10)
FEMA ZONE A
PHASE 1
PHASE 2
LIMITS OF PHASE 1
CITY OF CELINA
TOWN OF PROSPER
COLLIN COUNTY
DENTON COUNTY
LEGACY DRIVE
(FUTURE 100' ROW)
PRAIRIE RD
(CURRENT COUNTY RD)
W. PROSPER TRAIL
SHAWNEE TRAIL
(FUTURE 90' ROW)
SHENANDOAH ST.
INWOOD LN.
WYNN AVE.
CARUTH DR.
PRESCOTT DR.
MAPLEWOOD DR.
FAIRMONT DR.
BEVERLY DR.
BRINKLEY AVE.
FERNWOOD LN.
EUCLID DR.
ARMSTRONG LANE
CREEKS OF LEGACY
CITY OF CELINA
EX USE: SINGLE FAMILY
BLK A
LOT 1
DOE BRANCH BLVD
CREEKS OF LEGACY PHASE 2B
BLK A, LOT 514
CITY OF CELINA
EX USE: SINGLE FAMILY
THE MOSEY THOMAS TRUST AGREEMENT
INST. 20150930001072500
D.R.C.C.T.
CITY OF CELINA
CALLED 120.5159 ACRES
LEGACYFRONTIER, LLC
INST. NO. 20150203000121210
O.P.R.C.C.T.
EX. ZONING: PD-44 (RETAIL)
EX USE: AGRICULTURE
FLUP: RETAIL & NEIGHBORHOOD SERVICES
PD-44 (R)
PD-44 (SF)
MERRITT/THORNTON FARM P/S
DEED: 99-0099570, 0.7.8
EX ZONING: NOT IN CITY
EX USE: AGRICULTURE
CALLED 120.5159 ACRES
LEGACYFRONTIER, LLC
INST. NO. 20150203000121210
O.P.R.C.C.T.
EX. ZONING: PD-44 (SF)
EX USE: AGRICULTURE
FLUP: LOW DENSITY RESIDENTIAL
CALLED 13.038 ACRES
PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 20200817001343650 O.P.R.C.C.T.
ZONING: PD-36 / EX. USE: VACANT
FLUP: MEDIUM DENSITY RESIDENTIAL
RISLAND PROSPER 221 LLC
LEGACY GARDENS PHASE 2
INST. NO. 20171121001544500 O.P.R.C.C.T.
EX ZONING: PD-36 NO. 74
EX USE: SINGLE FAMILY
FLUP: MEDIUM DENSITY RESIDENTIAL
ACCESS TRACT
CALLED 0.908 ACRE
PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 20200817001343650
O.P.R.C.C.T.
LEGACY GARDENS PHASE 1
EX ZONING: PD-36 NO. 74
EX USE: SINGLE FAMILY
FLUP: MEDIUM DENSITY RESIDENTIAL
1X
LEGACY GARDENS PHASE 1
VOL. 2015 PG. 679
M.R.C.C.T.
CALLED 38.572 ACRES
PROSPER INDEPENDENT SCHOOL DISTRICT
INST. NO. 20200817001344070 O.P.R.C.C.T.
EX ZONING: PD-63 /EX USE: AGRICULTURE
FLUP:LOW DENSITY RESIDENTIAL
CALLED 18.15 ACRES
HOPE FELLOWSHIP MINISTRIES
INST. NO. 20200227000279210
O.P.R.C.C.T.
EX ZONING: A
EX USE: AGRICULTURE
FLUP:LOW DENSITY RESIDENTIAL
PROSPER TRAIL CENTRE LLC
INST. 20200501000636790
EX ZONING: O
EX USE: AGRICULTURE
FLUP: LOW DENSITY RESIDENTIAL
PROSPER 67 PARTNERS LTD
INST. NO. 20121031001892700 O.P.R.C.C.T.
EX ZONING: PD-75 (SF-15)
EX USE: AGRICULTURE
FLUP: MEDIUM DENSITY RESIDENTIAL
PROSPER 67 PARTNERS LTD
INST. NO. 20121031001392700 O.P.R.C.C.T.
EX ZONING: PD-75 (O)
EX USE: AGRICULTURE
FLUP: TOLLWAY DISTRICT
VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION INC
INST. 20200304001591510 O.P.R.C.C.T.
EX ZONING: PD-66 (SF)
EX USE: SINGLE FAMILY
FLUP: LOW DENSITY RESIDENTIAL
VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION INC
INST. 20200304001591510 O.P.R.C.C.T.
EX ZONING: PD-66 (SF)
EX USE: SINGLE FAMILY
FLUP: MEDIUM DENSITY RESIDENTIAL
TEXAS REPUBLIC REALTY LTD
INST. 20160328000355940
EX ZONING: O
EX USE: AGRICULTURE
FLUP: TOLLWAY DISTRICT
TOLLWAY134 PARTNERS LP
INST. 20180623000803120
EX ZONING: O
EX USE: AGRICULTURE
FLUP: TOLLWAY DISTRICT
COTHRAN MALIBU INVESTMENT
INST. NO. 20150105000099000
O.P.R.C.C.T.
EX ZONING: COMMERCIAL CORRIDOR
EX USE: AGRICULTURE
FLUP: TOLLWAY DISTRICT
MARDIRA REALTY LLC
INST. NO. 20190405000357970 O.P.R.C.C.T.
EX ZONING: PD-75 (R)
EX USE: AGRICULTURE
FLUP: TOLLWAY DISTRICT
BURNETT KROV, PATRICIA ANN
DEED: 2014-15523
EX ZONING: A
EX USE: AGRICULTURE
FLUP: MEDIUM DENSITY RESIDENTIAL
BURNETT KROV, PATRICIA ANN
DEED: 2014-15524
EX ZONING: A
EX USE: AGRICULTURE
FLUP: MEDIUM DENSITY RESIDENTIAL
VINGRIOS CAPITAL LLC
DEED: 2017-69464
EX ZONING: A
EX USE: AGRICULTURE
FLUP: MEDIUM DENSITY RESIDENTIAL
MAGE PARTNERS, LLC
INST. NO. 20070314000519170 O.P.R.C.C.T.
EX ZONING: A
EX USE: AGRICULTURE
FLUP: LOW DENSITY RESIDENTIAL
WASTE WATER LIFT STATION EASEMENT
INST. NO. 20070410000519170
O.P.R.C.C.T.
30' SANITARY SEWER ESMT.
INST. NO. 20170419000495600
O.P.R.C.C.T.
DRAINAGE EASEMENT & TEMP. CONSTRUCTION EASEMENT
INST. NO. 20180807000951030
O.P.R.C.C.T.
30' SANITARY SEWER ESMT.
INST. NO. 20170419000495810
O.P.R.C.C.T.
30' SANITARY SEWER ESMT.
INST. NO. 20160712000890130
O.P.R.C.C.T.
APPROX. LOCATION OF 30' WIDE GAS PIPELINE ESMT. VOL. 1408, PG. 861 L.R.C.C.T.
APPROX. LOCATION OF 30' WIDE GAS PIPELINE ESMT. VOL. 1408, PG. 861 L.R.C.C.T.
DAYSTAR LANDCAPES
INST. 20070511000789050
O.R.C.C.T.
EX ZONING: A
EX USE: AGRICULTURE
FLUP:
LOW DENSITY RESIDENTIAL
BOBBIE L. KEOVAN & ANITA INST. 20041124001340
EX ZONING: A
EX USE: AGRICULTURE
FLUP:
LOW DENSITY RESIDENTIAL
AREDDY SUMANA & LAKSHMANTHA R BEERAM
INST. 20070314000519170
O.R.C.C.T.
EX ZONING: A
EX USE: AGRICULTURE
FLUP:
LOW DENSITY RESIDENTIAL
N0°45'45"W 32.21'
Δ=6°05'52" R=325.00' L=34.59' CB=N3°48'41"W C=34.57'
N8°40'57"W 59.23'
N0°45'45"W 48.74'
N89°14'15"E 130.00'
S89°14'22"W 45.00'
Δ=10°34'07" R=269.50' L=49.71' CB=S84°31'26"W C=49.64'
Δ=10°34'07" R=290.50' L=53.59' CB=S84°31'26"W C=53.51'
S0°45'38"E 113.50'
S44°14'22"W 35.36'
S89°14'22"W 120.60'
N45°45'38"W 14.14'
S68°39'23"W 62.80'
Δ=8°04'01" R=88.50' L=12.46' CB=S17°18'37"E C=12.45'
Δ=28°50'10" R=270.00' L=135.89' CB=S15°10'50"E C=134.46'
S13°16'37"E 25.77'
Δ=28°00'09" R=63.50' L=31.03' CB=S0°43'28"W C=30.73'
Δ=7°59'42" R=168.91' L=23.57' CB=N3°13'58"E C=23.55'
Δ=7°59'25" R=861.00' L=120.08' CB=N3°13'58"E C=119.98'
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N0°45'45"W 130.18'
N85°31'16"W 103.54'
N86°09'46"W 17.25'
S46°01'52"W 13.69'
N89°22'29"W 50.01'
N89°23'50"E 645.43'
N89°05'09"E 645.43'
N89°12'50"W 117.66'
N89°12'33"W 1532.96'
N1°14'03"E 1151.04'
N1°14'03"E 1468.84'
N0°00'13"E 1360.87'
S0°00'13"W 1360.87'
S0°00'13"W 2769.98'
N1°29'33"E 1053.9'
Δ=29°16'34" R=460.00' L=235.04' CB=N50°53'16"E C=232.50'
Δ=55°04'27" R=140.02' L=134.59' CB=N63°47'28"E C=129.47'
S88°43'44"E 102.12'
N88°42'44"W 25.21'
Δ=4°21'28" R=261.50' L=19.89' CB=S89°06'32"W C=19.88'
S86°55'48"W 46.70'
N88°42'44"W 25.21'
Δ=42°58'05" R=325.00' L=292.38' CB=S70°48'14"W C=285.76'
Δ=42°58'05" R=275.00' L=12.12' CB=S49°03'26"W C=12.12'
N88°10'34"W 29.87'
Δ=4°21'28" R=240.50' L=18.29' CB=S89°06'32"W C=18.29'
N0°45'45"W 136.18'
S0°45'42"E 404.65'
S0°45'42"E 404.65'
N0°45'45"W 1151.04'
935.00'
S89°14'15"W
1053.9'
S89°14'15"W
S89°14'15"E
S89°14'15"E
S89°14'15"E

EXHIBIT B

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

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

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

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

EXHIBIT C:

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

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

1. Planned Development – Residential – 121.4 gross acres

    1.1. Definition: Single Family shall mean the use of a lot with one building designed for and containing not more than one unit with facilities for living, sleeping, and eating therein.

    1.2. Density: The maximum number of single-family-detached units for the Property is 300, subject to the limits per Lot Type specified in Table 1.

    1.3. Permitted Uses: Land uses allowed within the Property shall consist of Single-Family Residential uses including the following: Uses followed by a "C" are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

        a. Public or Private Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts

        b. Schools – public or private

        c. Temporary real estate sales offices for each builder during the development and marketing of the Planned Development which shall be removed no later than 30 days following the final issuance of the last Certificate of Occupancy (CO) on the last lot owned by that builder.

        d. Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

        e. Utility distribution lines and facilities. Electric substations shall be allowed at the sole discretion of the Developer.

        f. Accessory buildings incidental to the allowed use and constructed of the same materials as the main structure.

        g. Guest House

        h. Home Occupation C

        i. Model Home

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

a. Type 8F Lots: Minimum 8,000 square foot lots

b. Type 9F Lots: Minimum 9,000 square foot lots

c. Type 10F Lots: Minimum 10,000 square foot lots

1.5. Area and building regulations:

a. Type 8F Lots: The area and building standards for Type 8F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 8F Lots shall be 8,000 square feet. A typical lot will be 66' x 125' but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 8F Lots shall be sixty feet (60').

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 8F Lots shall be twenty feet (20') and a minimum of fifteen feet (15'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

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

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

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to three feet (3')

b) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 8F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 8F Lots shall be forty feet (40').

F. Front Porches. A minimum of one-third (1/3) of Type 8F Lots shall have a front porch, subject to the following regulations.

i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.

ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.

iii. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.

G. House Pad Width. Type 8F lots shall have a minimum pad width of forty-three feet, six inches (43' 6").

H. Driveways. Driveways fronting on a street on Type 8F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

I. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 8F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 8F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 8F Lots.

J. Roofing.

i. Structures constructed on Type 8F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

K. Garages.

i. Homes shall have a minimum of two (2) car garage bays. Garage doors may be constructed of either metal, fiberglass or wood.

ii. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

iii. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

iv. Doors may be single or double wide doors.

v. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.

- Doors may incorporate windows.

L. Plate Height. Each structure on a Type 8F Lot shall have a minimum principal plate height of 9’ on the first floor.

M. Fencing. No fence, wall or hedge on a Type 8F Lot shall exceed six feet (6’) in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. Corner lots shall utilize decorative metal fence no greater than five feet (5’) in height in the required street-side side yard.

N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 8F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

O. Plan Elevations. On Type 8F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

P. Accessory Structures. Accessory structures used as a garage will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10’), and a minimum side yard setback of eight feet (8’).

b. Type 9F Lots: The area and building standards for Type 9F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 9F Lots shall be 9,000 square feet. A typical lot will be 76’ x 130’ but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 9F Lots shall be seventy feet (70’).

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 9F Lots shall be twenty-five feet (25’) and a minimum of twenty feet (20’). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing

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

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

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

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

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')

b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.

c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 9F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

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

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

i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.

ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.

iii. The minimum porch width for a house with a split garage door shall be seven feet (7').

iv. The minimum porch width for a house without a split garage door shall be ten feet (10').

v. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.

G. House Pad Width. Type 9F lots shall have a minimum pad width of fifty-three feet, six inches (53' 6").

H. Driveways. Driveways fronting on a street on Type 9F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

I. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 9F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 9F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 9F Lots.

K. Roofing.

i. Structures constructed on Type 9F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

L. Garages.

i. Homes shall have a minimum of two (2) car garage bays but no more than three (3).

ii. Homes with three (3) garages shall not have more than two (2) garage bays facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

viii. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

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

N. Fencing. No fence, wall or hedge on a Type 9F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. All Type 9F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.

O. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 9F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

P. Plan Elevations. On Type 9F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

Q. Accessory Structures. Accessory structures used as a garage will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

c. Type 10F Lots: The area and building standards for Type 10F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 10F Lots shall be 10,000 square feet. A typical lot will be 86' x 130' but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 10F Lots shall be eighty feet (80').

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 10F Lots shall be twenty-five feet (25') and a minimum of twenty feet (20'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15').

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

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')

b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.

c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 10F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 10F Lots shall be forty feet (40').

F. House Pad Width. Type 10F lots shall have a minimum pad width of sixty-three feet, six inches (63' 6").

G. Driveways. Driveways fronting on a street on Type 10F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 10F Lots.

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

J. Roofing.

i. Structures constructed on Type 10F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

K. Garages.

i. Homes shall have a minimum of two (2) car garages but no more than four (4).

ii. Homes with three (3) or more garage bays shall not have more than two (2) garage doors facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

viii. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

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

M. Fencing. No fence, wall or hedge on a Type 10F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. All Type 10F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.

N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 10F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

O. Plan Elevations. On Type 10F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

P. Accessory Structures. Accessory structures used as a garage will be allowed.

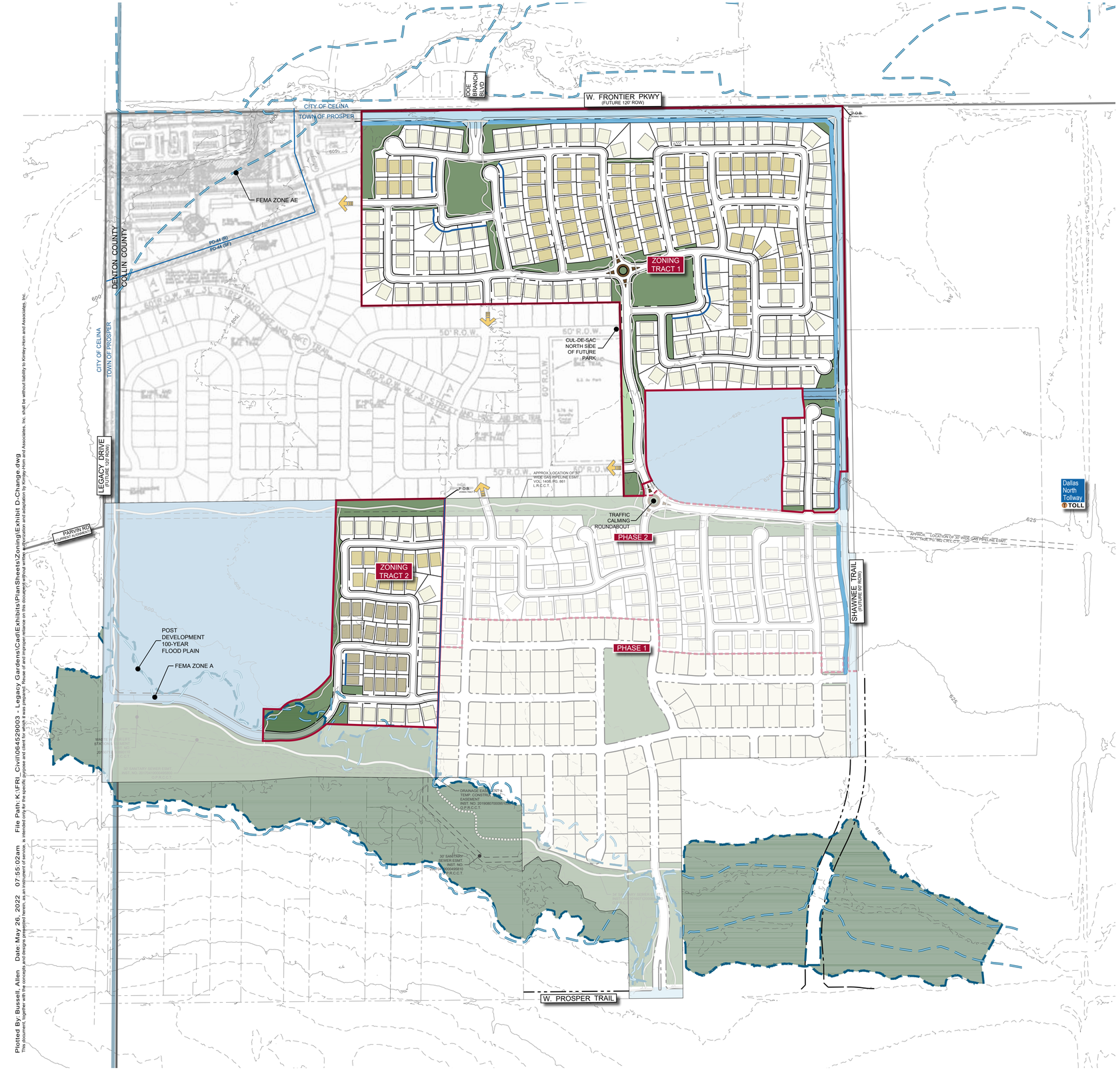
i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

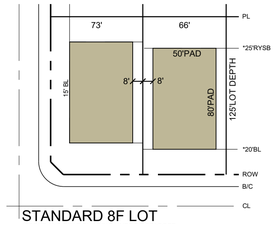
ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

Table 1:

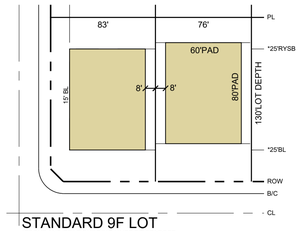
Type/Name	**8F**	**9F**	**10F**
Nominal Lot Size (ft)	66x125	76x130	86x130
Min lot size (SF)	8,000	9,000	10,000
Minimum Number	23	101	147
Garage Orientation	Front	Front / J-Swing	Front / J-Swing
Min Building Pad Width	43' 6"	53' 6"	63’ 6”
Min Dwelling Area (living sf)	2,300	2,300	2,300
Min Front Yard (ft)	20*	25*	25*
Min Side Yard (ft)	8/8	8/8	8/8
Corner Lot Side Yard (ft)	15	15	15
Min Rear Yard (ft)	25*	25*	25*
Max Building Height (ft)	40	40	40
Max Lot Coverage	45%	45%	45%
Min Lot Width (ft)	60	70	80
Min Lot Depth (ft)	115	120	120

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

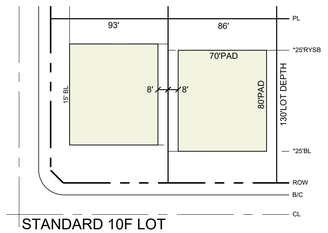




STANDARD 8F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 9F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 10F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34

Land Use Acreage Summary

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

Open Space Acreage Summary

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

Lot Type Summary

Proposed Lots		
8F (66'x125')	23	4.6%
9F (76'x130')	101	20.0%
10F (86'x130')	147	29.1%
Existing Platted Lots		
Type I (10,000 SF)	17	3.4%
Type II (11,000 SF)	167	33.1%
Type III (12,500 SF)	34	6.7%
PD-74-15 (15,000 SF)	16	3.2%
Total	**505**	

Density Summary (Units per Acre)

Gross	1.7
Net of Perimeter ROW, Buffers & Schools	2.2

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

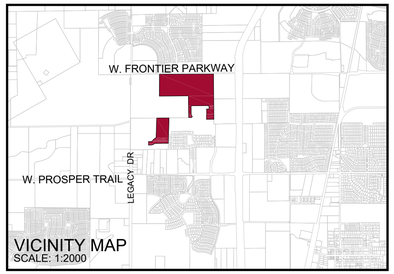


EXHIBIT D - CONCEPT PLAN

Legacy Gardens

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

April 2022

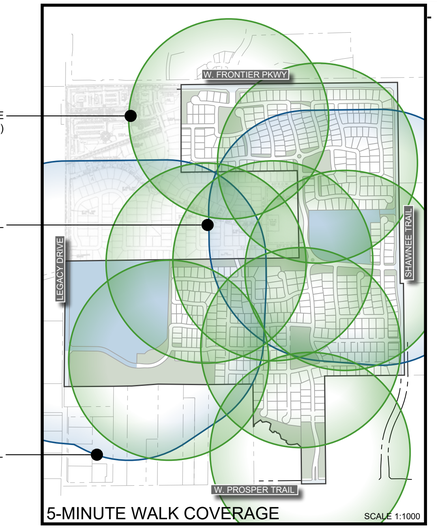
APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Plano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

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

Kimley»Horn

Plotted By: Russell, Allen Date: May 26, 2022 07:55:02am File Path: K:\FRI_Civil\064529003 - Legacy Gardens\Cad\Exhibits\PlanSheets\Zoning\Exhibit D-Change.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34

HIKE & BIKE TRAIL LEGEND

- 12' REGIONAL VELOWEB
- 12' TOWN
- 10' ARTERIAL
- 6' NEIGHBORHOOD

NOTES:
1. The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat.
2. Refer to Exhibit B for planned development standards.
3. Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
4. According to Flood Insurance Rate Map (FIRM) map no. 48085C0115J with LOMR #17-06-1400p effective 1/16/2018 prepared by Federal Emergency Management Agency (FEMA) for Denton Collin county, Texas this property is within Zone X, A and Zone AE.
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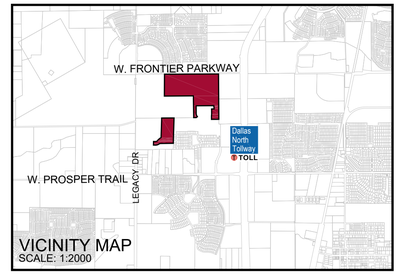


EXHIBIT D1 - WALKABILITY PLAN

Legacy Gardens

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

April 2022

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

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

Kimley»Horn

Plotted By: Russell Allen Date: April 14, 2022 05:44:44pm File Path: K:\FRI_Civil\064529003 - Legacy Gardens\Cad\Exhibits\PlanSheets\Zoning\Exhibit D1.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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

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

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

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

EXHIBIT F:

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

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

Exhibit F - Type 8F Lots













Exhibit F - Type 9F Lots









Exhibit F - Type 10F Lots



The Elmsdale C Exterior



The Lynmar II Exterior



The Julian A Exterior



TOWN OF PROSPER

Prosper is a place where everyone matters.

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

REPLY FORM

SUBJECT:

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

LOCATION OF SUBJECT PROPERTY:

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

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

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

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

YING XIAN
Name (please print)

Signature

1661 Caruth Dr
Address

04/25/2022
Date

Prosper, TX 75078
City, State, and Zip Code

victoryingx@hotmail.com
E-mail Address

585-409-4369
Phone Number

RECEIVED
APR 29 2022
BY: .....

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

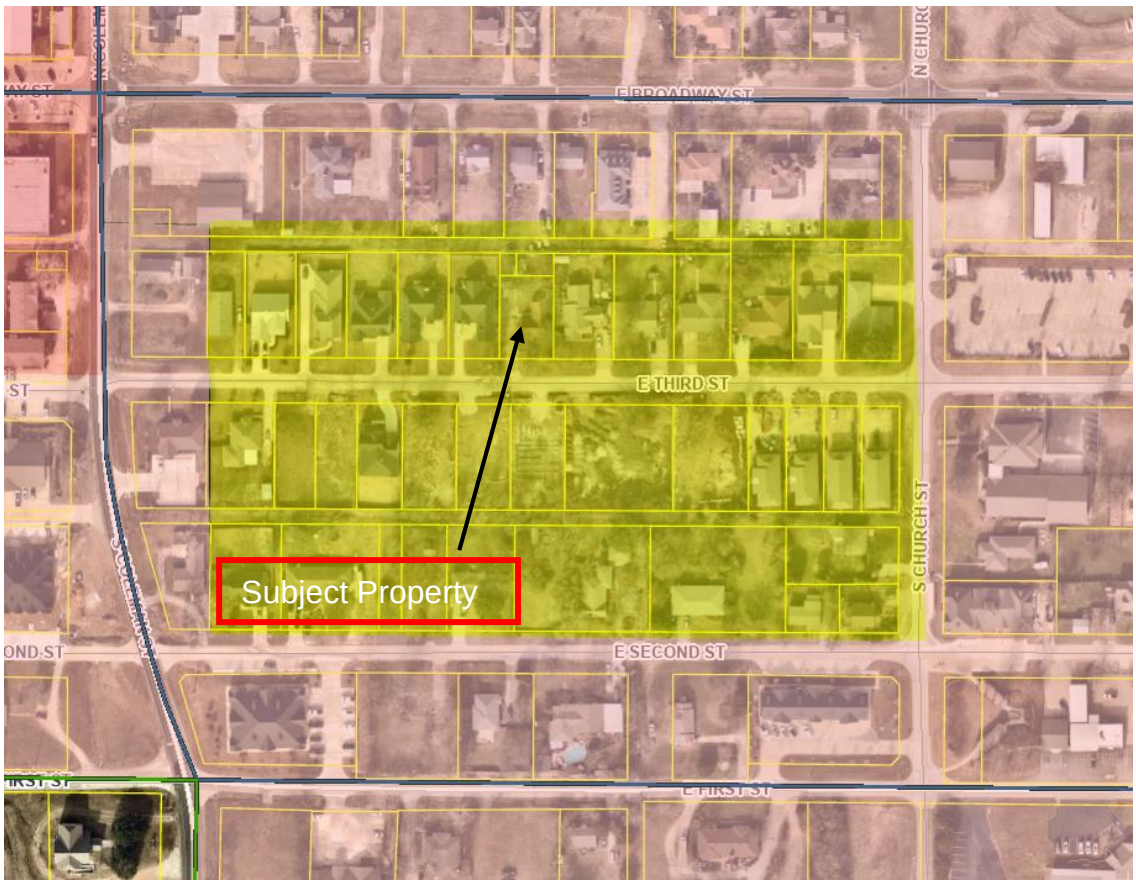
Conduct a public hearing and consider and act upon a request to rezone 0.2± acre from Single Family-15 (SF-15) to Planned Development-Downtown Single Family (PD), located on the north side of Third Street, east of Coleman Street. (Z22-0009).

Description of Agenda Item:

The purpose of this request is to rezone the property to Planned Development-Downtown Single Family to allow for deviation from the required lot depth, from 120 feet to 100 feet, for the purpose of developing a single-family downtown residence in the future. The existing house will be demolished. Prior to development, the developer will be required to submit a plat for review and approval. The applicant has been advised of the standards necessary for development.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Single Family-15	Single Family Residential	Old Town Single Family
North	Single Family-15	Single Family Residential	Old Town Single Family
East	Single Family-15	Single Family Residential	Old Town Single Family
South	Downtown Single Family	Single Family Residential	Old Town Single Family
West	Downtown Single Family	Single Family Residential	Old Town Single Family



Future Land Use Plan – The Future Land Use Plan recommends Old Town Single Family. The proposed zoning request conforms to the Future Land Use Plan.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any responses to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Zoning Exhibits

Planning & Zoning Commission Recommendation:

At their May 17, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, as presented by the applicant, by a vote of 6-0.

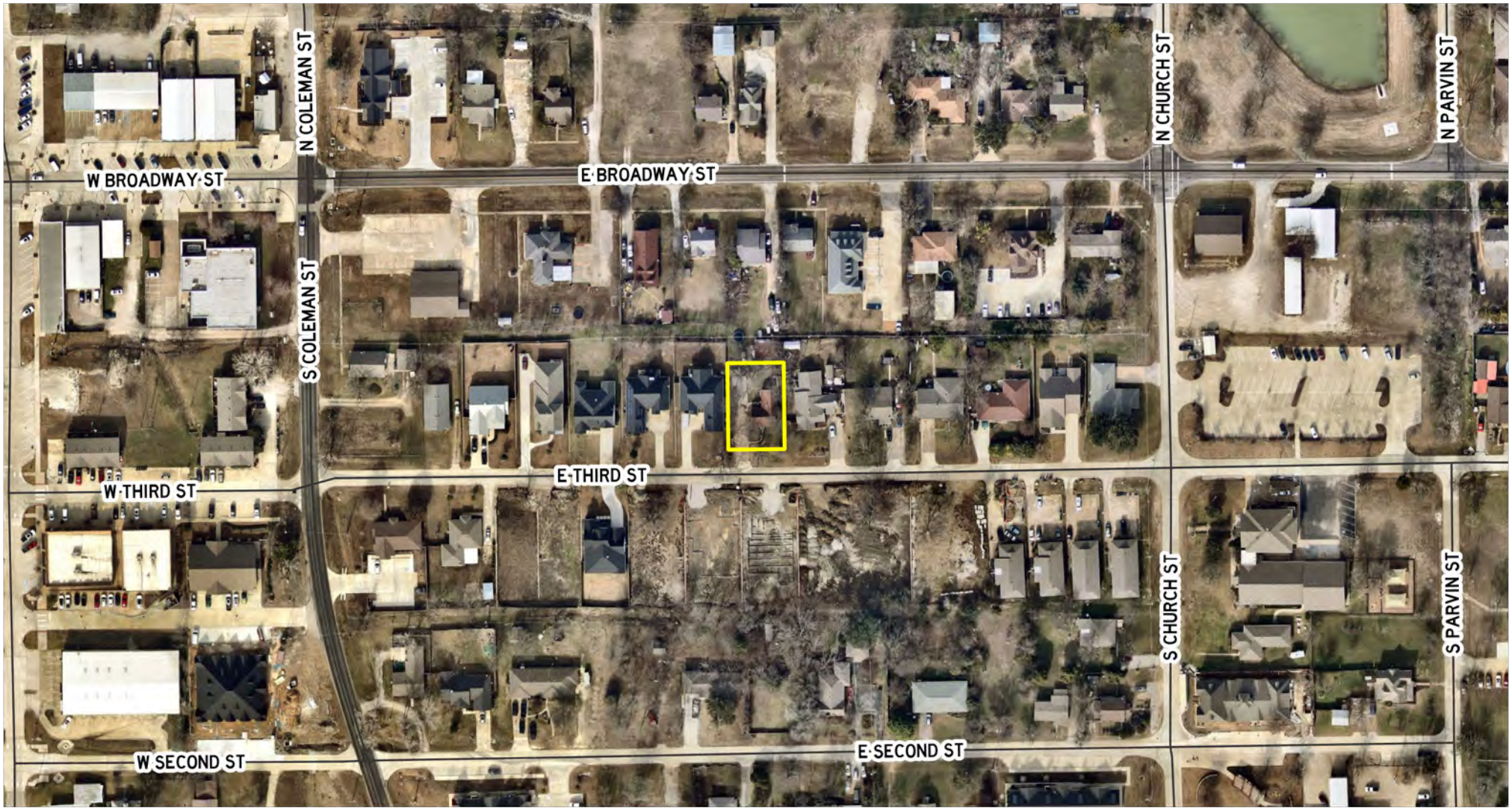
Town Staff Recommendation:

Staff recommends approval of the request to rezone 0.2± acre from Single Family-15 (SF-15) to Planned Development-Downtown Single Family (PD-DTSF), located on the north side of Third Street, east of Coleman Street.

Proposed Motion:

I move to approve the request to rezone 0.2± acre from Single Family-15 (SF-15) to Planned Development-Downtown Single Family (PD-DTSF), located on the north side of Third Street, east of Coleman Street.

Z22-0009 - 207 E. Third Street



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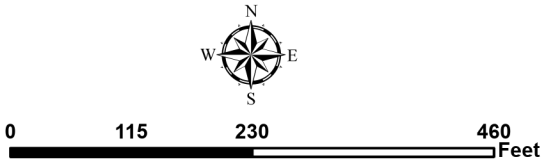
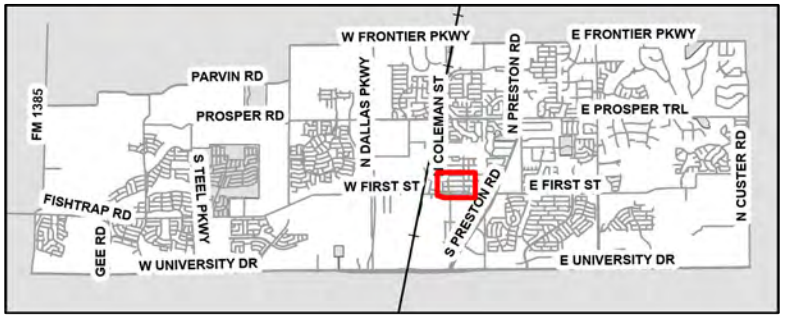
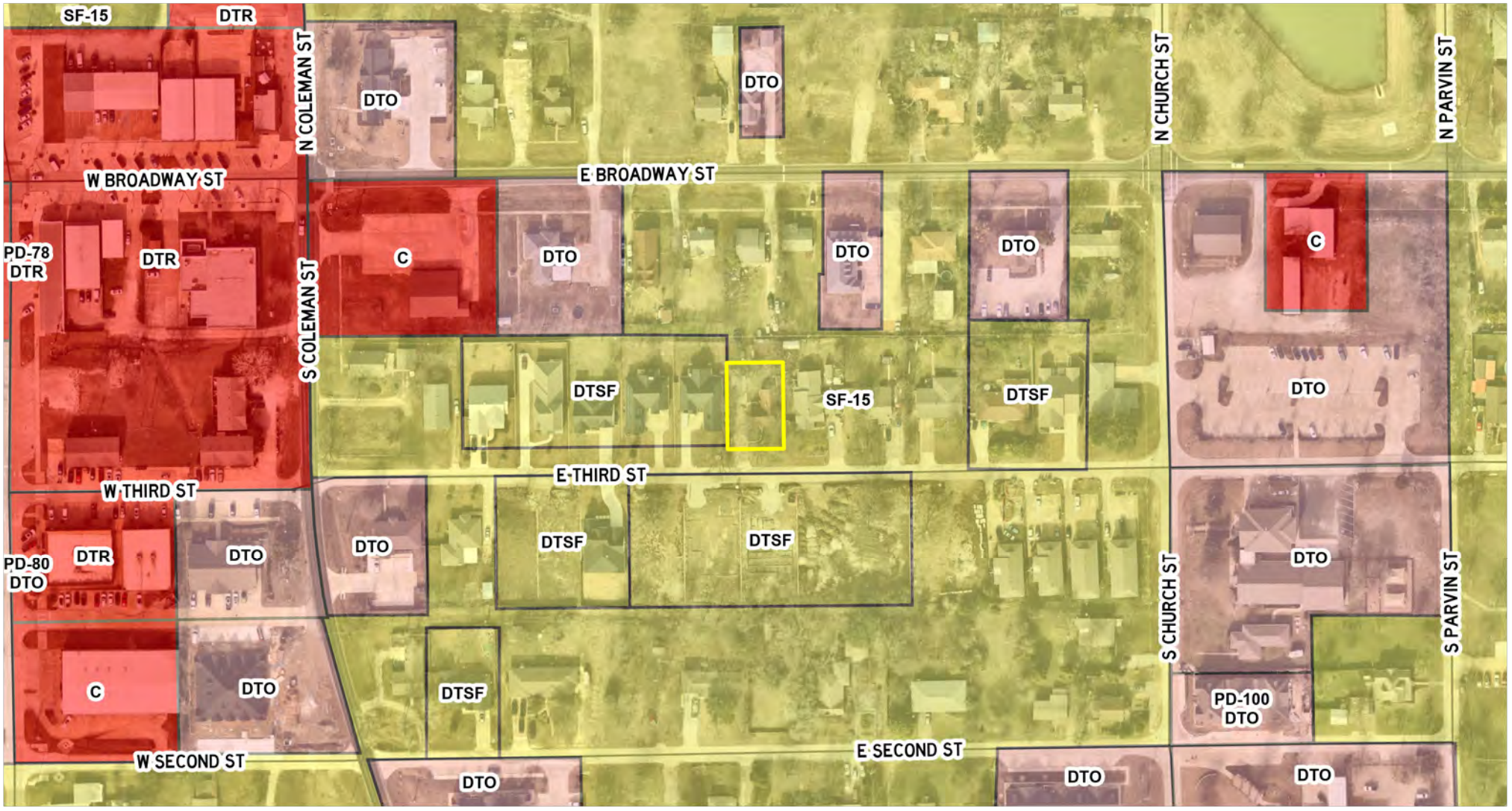
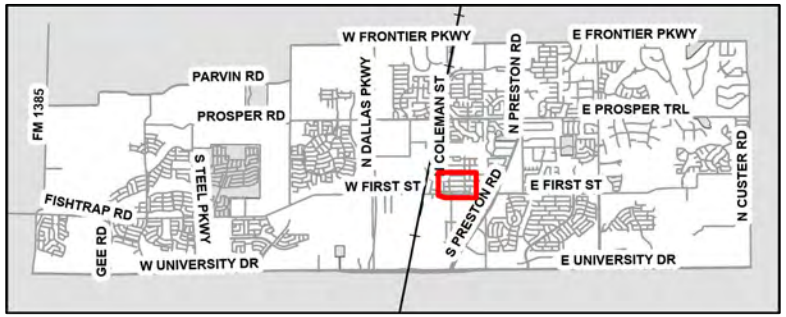




TOWN OF PROSPER

Z22-0009 - 207 E. Third Street





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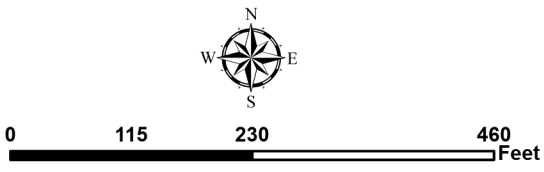
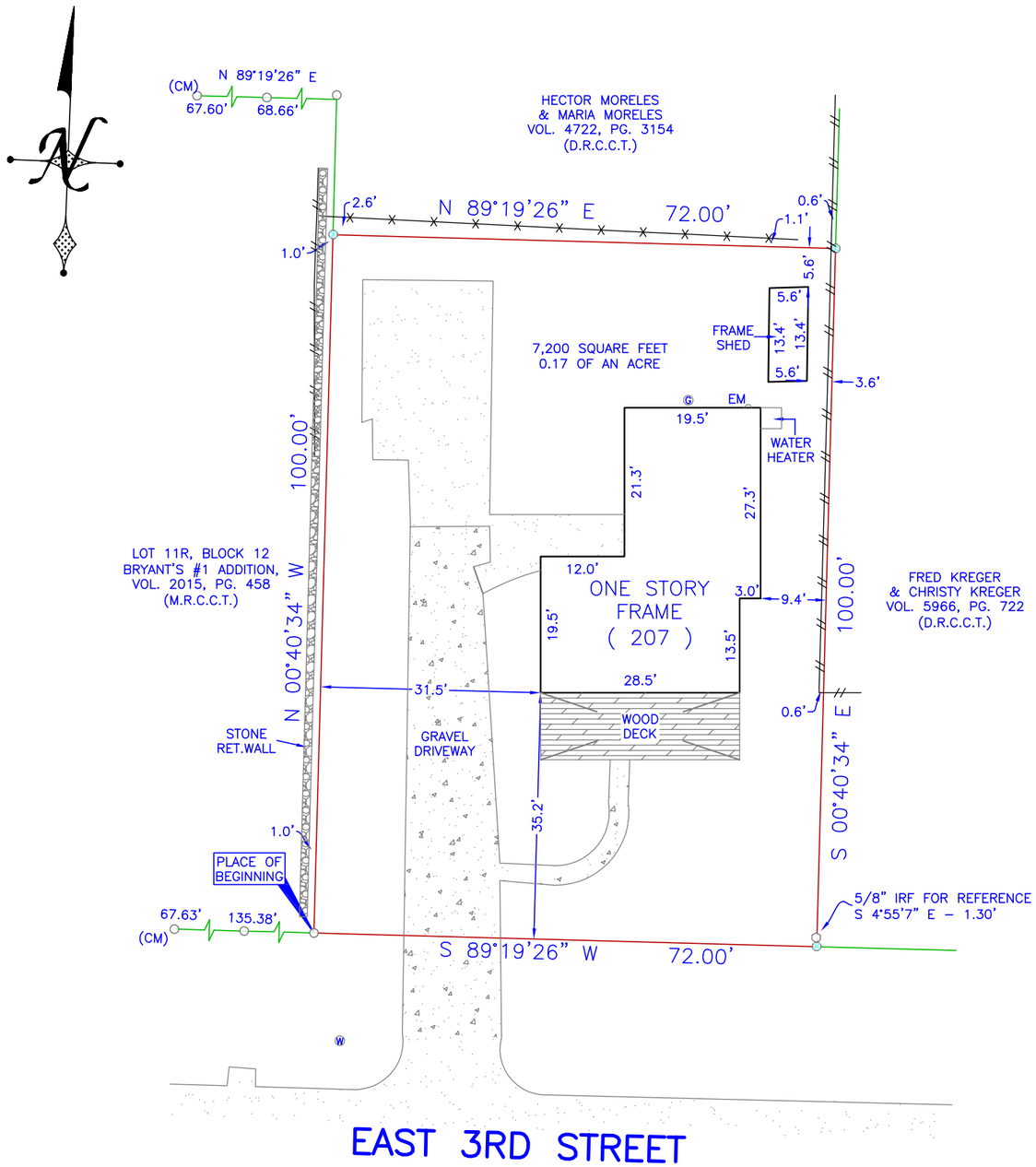


TOWN OF PROSPER



7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

FIRM REGISTRATION NO. 10194366

SURVEY PLAT

BURNS SURVEYING

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 207 EAST 3RD STREET, in the city of PROSPER Texas.

BEING a parcel of land situated in Block 12, Bryant's Addition, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 116, Page 162, Public Records, Collin County, Texas (P.R.C.C.T.), and being a parcel of land described in deed to Jesus (A.K.A. Jesse) Martinez and Lupe Martinez, recorded under Instrument File No. 20180724000918500 (D.R.C.C.T.), and being more particularly described by the following metes and bound description:

Beginning at a 1/2 inch iron rod found in the North line of East 3rd Street, at the Southeast corner of Lot 11R, Block 12, Bryant's #1 Addition, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2015, Page 458 (P.R.C.C.T.), and at the Southwest corner of said Martinez parcel;

THENCE North 00 deg. 40 min. 34 sec. West, a distance of 100.00 feet to a 1/2 inch iron rod set in the East line of said Lot 11R, at the Southwest corner of a tract of land described in deed to Hector Moreles and Maria Moreles, recorded in Volume 4722, Page 3154 (D.R.C.C.T.);

THENCE North 89 deg. 19 min. 26 sec. East, a distance of 72.00 feet to a 1/2 inch iron rod set in the West line of a tract of land described in deed to Fred Kreger and Christy Kreger, recorded in Volume 5966, Page 722 (D.R.C.C.T), at the Southeast corner of said Moreles tract;

THENCE South 00 deg. 40 min. 34 sec. East, a distance of 100.00 feet to the 1/2 inch iron rod set for corner in the said North line of East 3rd Street, at the Southwest corner of said Kreger tract;

THENCE South 89 deg. 19 min. 26 sec. West, a distance of 72.00 feet to the PLACE OF BEGINNING and containing 7,200 sq. ft. or 0.17 of an acre of land.



THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

ACCEPTED BY: _____

BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM. NORTH CENTRAL ZONE

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements.

TITLE AND ABSTRACTING WORK FURNISHED BY n/a

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 20'

Date: 02-07-2020

G. F. No.: N/A

Job no.: 202000845

Drawn by: BM

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR GEORGINA HENNEN

LEGEND

WOOD FENCE	TEXT		
CHAIN LINK	IMPROVEMENTS		
IRON FENCE	BOUNDARY LINE		
WIRE FENCE	EASEMENT SETBACK		
	RESIDENCE		

CM - CONTROLLING MONUMENT
MRD - MONUMENTS OF RECORD DIGNITY
○ 1/2" IRON ROD FOUND
◎ 1/2" YELLOW-CAPPED IRON ROD SET
⊡ SET 'X'
□ FOUND 'X'
○ 5/8" IRON ROD FOUND
◎ PK NAIL FOUND

(C) - CABLE	(E) - ELECTRIC
⊙ - CLEAN OUT	PE - POOL EQUIP
(G) - GAS METER	⊛ - POWER POLE
⊹ - FIRE HYDRANT	(T) - TELEPHONE
(L) - LIGHT POLE	(W) - WATER METER
(M) - MANHOLE	(V) - WATER VALVE

(UNLESS OTHERWISE NOTED)

STATE OF TEXAS
REGISTERED
BARRY S. RHODES
3691
PROFESSIONAL
LAND SURVEYOR

Exhibit B Statement of Intent of Purpose

The purpose of the request is to rezone a single family lot from Single family 15 to Planned Development – Downtown Single Family to facilitate setbacks to accommodate a new build structure of approximately 1900sq ft. The current setbacks would not allow an updated and useful new structure to be built. The current lot is 20ft short on the required 120 ft depth. The developer will incorporate craftsman style architecture into the exterior design and follow guidelines for the downtown residential revitalization program. Due to lot constraints the developer is requesting to decrease the lot depth from 120ft to 100ft.

Exhibit E – Development Schedule

April 2022 – Submit for Planned Development – Downtown Single Family Zoning

May 2022 – Planning & Zoning Commission Approval

June 2022 - Town Council Approval and Ordinance Adoption

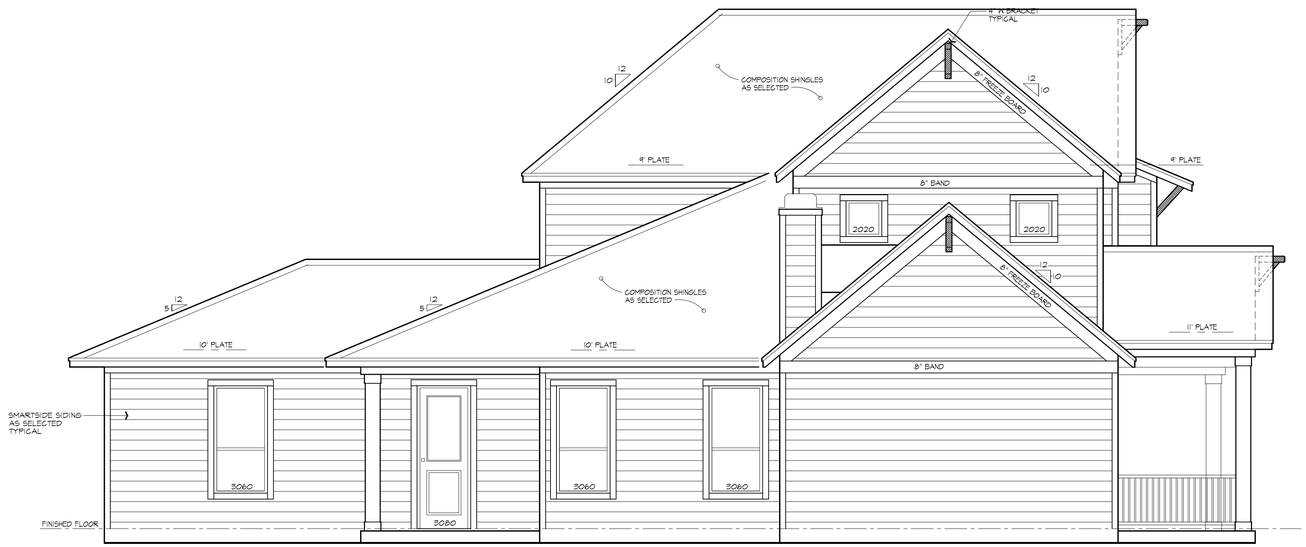
July 2022 – Submit Building permits

August- December 2022 - Complete construction



front elevation

SCALE: 1/4"= 1'-0"



left side elevation

SCALE: 1/4"= 1'-0"

SCALE 1/4"=1'-0" IF PRINTED ON 24x36
SCALE 1/8"=1'-0" IF PRINTED ON 11x17

DESIGNER ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR CONSTRUCTION METHODS AND/OR TECHNIQUES. LIMIT OF THE DESIGNER LIABILITY NOT TO EXCEED THE FEE CHARGED FOR THESE PLANS.
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND NOTIFY DESIGNER IN WRITING OF ANY DISCREPANCIES BEFORE BEGINNING CONSTRUCTION OF ANY WORK.
THESE PLANS MAY HAVE TO BE MODIFIED TO MEET ENGINEERING AND/OR BUILDING CODE REQUIREMENTS.
DO NOT SCALE THESE PLANS.

R E S I D E N T I A L
D E S I G N

700 S. Central Expy. - Suite 400
Allen, Texas 75013

Office : 469•235•1819
www.sshomedesign.com

REVISIONS

NO.	DATE	DESCRIPTION

A NEW RESIDENCE FOR:
207 East 3rd Street
PROSPER, TEXAS

DATE DRAWN
04-17-22

SHEET NO.
2

PLANNED DEVELOPMENT STANDARDS
207 E. Third St Prosper TX 75078

The proposed development will conform to the development standards of the DTSF (Downtown Single Family) 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 DTSF District requirements of the Town of Prosper's Zoning Ordinance, as it exists 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 Exhibits B
   b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits C
3. Uses. Uses shall be permitted in accordance with the DTSF.

4. Exceptions
The lot will conform to the DTSF standards with the exception of-
   a. Minimum lot depth of 100ft.

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Conduct a public hearing and consider and act upon a request to amend Planned Development-69 (PD-69), on 71.0± acres, generally to modify the allowed uses and landscape standards, located on the southeast corner of Dallas Parkway and Frontier Parkway. (Z22-0007).

Description of Agenda Item:

The property was amended in 2021 to rezone the eastern half (Tract 2) from residential to retail. It was approved by the Town Council on April 27, 2021 (Z20-0025).

The purpose of this request is to amend Planned Development-69 (PD-69) generally to modify the allowed uses and landscape standards. PD-69 currently consists of two tracts in accordance with the Retail (R) District.

With this request the applicant is proposing to allow the following uses within Tract 1 more specifically on Lot 5 as shown on Exhibit D:

1. Big Box
2. Restaurant with drive-through to be incorporated with the Big Box
3. Convenience Store with Gas Pumps and or Gas Pumps
4. Car Wash (Accessory Use to Convenience Store with Gas Pumps and or Gas Pumps)
5. Outdoor Merchandise Display, Incidental on Lot 5 as shown on Exhibit D.

There is no amendment for the uses on Tract 2.

The applicant is also requesting modifications on the landscape regulations of the following:

1. 25’ of the required 30’ Landscape Buffer to be allowed within the 100’ Drainage Easement Along Frontier Parkway.

   Staff has no objection to this request due to the existing 100’ drainage easement.

2. Earthen berms are not required along Frontier Parkway.

   Staff has no objection to this request due to the existing 100’ drainage easement.

3. Required foundation plantings for Big Box to be placed elsewhere on the site.

   Staff has no objection to this request as the trees will still be required and placed elsewhere on the site.

4. No trees to be located within 150' of the front doors of the proposed big box building. The required trees within 150' of the front door to be place somewhere else on the site.

   Staff has no objection to this request as the trees will still be required and placed elsewhere on the site.

5. The required trees may be planted in groups with appropriate spacing for species.

   Staff has no objection to this request as the number of trees will still be required but may be grouped on the site.

6. Earthen berms are not required along Frontier Parkway for both Tract 1 & 2.

   Staff has no objection to this request due to the existing 100' drainage easement.

Given that the property is within the Dallas North Tollway District which was recently approved in 2022. The applicant has included the following design standards:

1. Restaurant, Drive-Through Service

Where site conditions permit, drive-through queuing lanes shall be designed so that the queuing wraps behind the building instead of in front of the building. If the queue lane wraps in the front of the building, the site shall provide for an ample amount of landscaping that will provide a buffer from the public right-of-way.

There shall be a maximum of two drive-through restaurants permitted for every 5 acres on a PD development plan. Drive throughs associated with an anchor tenant (50,000 gross square feet or larger) are excluded provided the drive through is supporting an accessory use such as pharmacy, or restaurant.

2. Big Box with Gas Pumps

The design of pump islands and canopy should be architecturally integrated with other structures on-site using similar colors, materials, and architectural detailing. All signage should be architecturally integrated with their surroundings in terms of size, shape and lighting so that they do not visually compete with architecture of the building and design of the sight.

3. Include Public Art in Gateway Areas to promote vitality and provide a unique sense of identity.

Art can be an expression of a collective community identity. It can celebrate what is unique about a community and honor the past and present heritage. Art can include references to the Town's geography, history, landmarks, ethnic and cultural diversity which can increase a sense of belonging when people can associate themselves with a place.

   a. Art should be integrated into the community fabric of the Tollway and should be used to mark significant intersections of the Tollway.

b. Developers should incorporate artist into the design team from the inception of planning to integrate works of art into their projects.

c. Stand-alone public art can also be used and does not necessarily have to be tied to a project. Local artists should be used whenever possible.

d. Art may be incorporated into existing structures such as retaining walls or integrated into utility systems to enhance or screen the use of those systems.

4. Service Equipment Areas

Loading docks, truck parking, trash collection, dumpsters, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building and screened to not be seen from the rights-of-way. On corner lots, these areas shall be located behind the buildings.

Roofs shall be designed and constructed in such a way that they acknowledge their visibility from other buildings and from the street. Rooftop mechanical equipment shall be adequately screened with durable material that is architecturally compatible with the building design. Screening shall ensure mechanical equipment cannot be seen from the public right-of-way.

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

	Zoning	**Current Land Use**	**Future Land Use Plan**
Subject Property	Planned Development-69	Undeveloped	Tollway District
North	City of Celina	City of Celina	City of Celina
East	Agricultural	Town of Prosper Frontier Park	Medium Density Residential
South	Commercial Corridor and Planned Development-8	Undeveloped and Lakes of Prosper North	Medium Density Residential
West	Commercial	Undeveloped	Tollway District

Future Land Use Plan – The Future Land Use Plan recommends Tollway District for the subject property. The proposed zoning request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property has direct access to the Dallas Parkway and Frontier Parkway, 6-lane divided major thoroughfares. The property will also have direct access to the future 2-lane undivided north/south Commercial Collector along the east side of the property as shown on Exhibit D. This request conforms to the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail along Frontier Parkway will be required at the time of development.

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

Attached Documents:
1. Aerial and Zoning Maps
2. Zoning Exhibits
3. Reply Forms

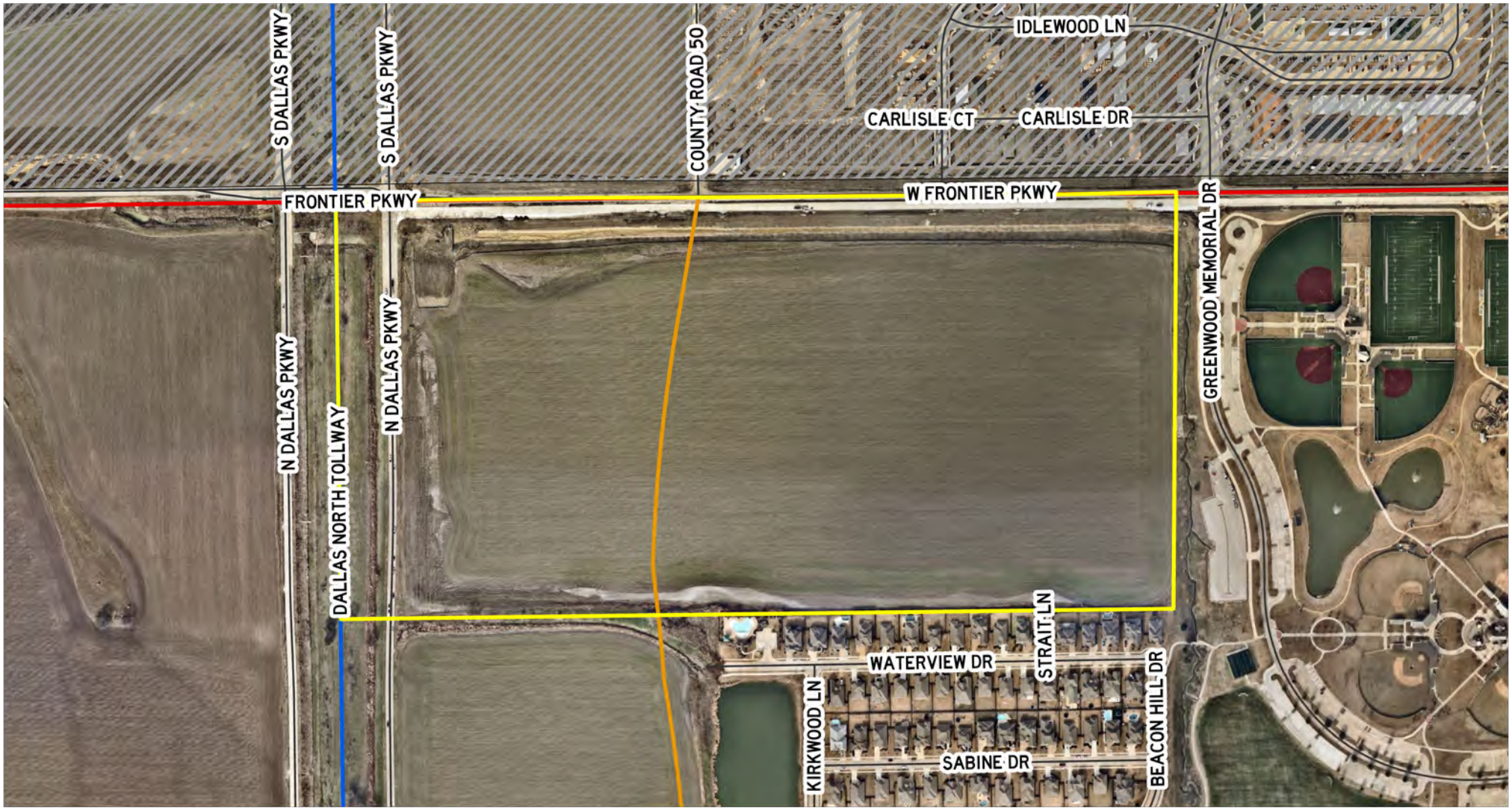
Planning & Zoning Commission Recommendation:
At their May 17, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, as presented by the applicant, by a vote of 6-0.

Town Staff Recommendation:
Town staff recommends that the Town Council approve a request to amend Planned Development-69 (PD-69), on 71.0± acres, generally to modify the allowed uses and landscape standards, located on the southeast corner of Dallas Parkway and Frontier Parkway, subject to the following:

a. Town Council approval of a Development Agreement, including, but not limited to, architectural building materials.

Proposed Motion:
I move to approve the request to amend Planned Development-69 (PD-69), on 71.0± acres, generally to modify the allowed uses and landscape standards, located on the southeast corner of Dallas Parkway and Frontier Parkway subject to the approval of a Development Agreement, but not limited to architectural building materials. (Z22-0007).

Z22-0007 - SEC Frontier Parkway and Dallas Parkway



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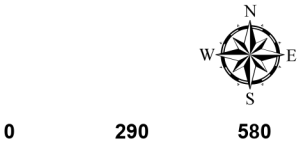
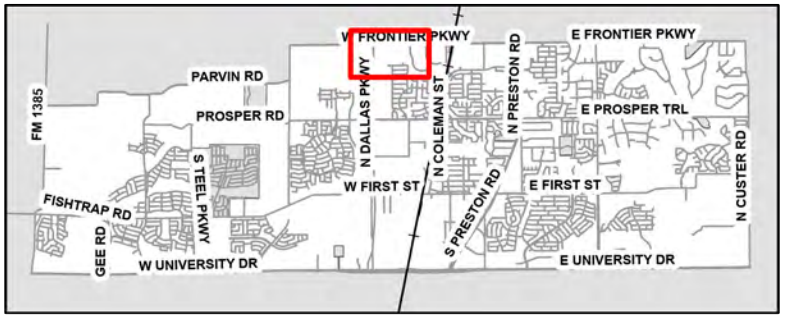
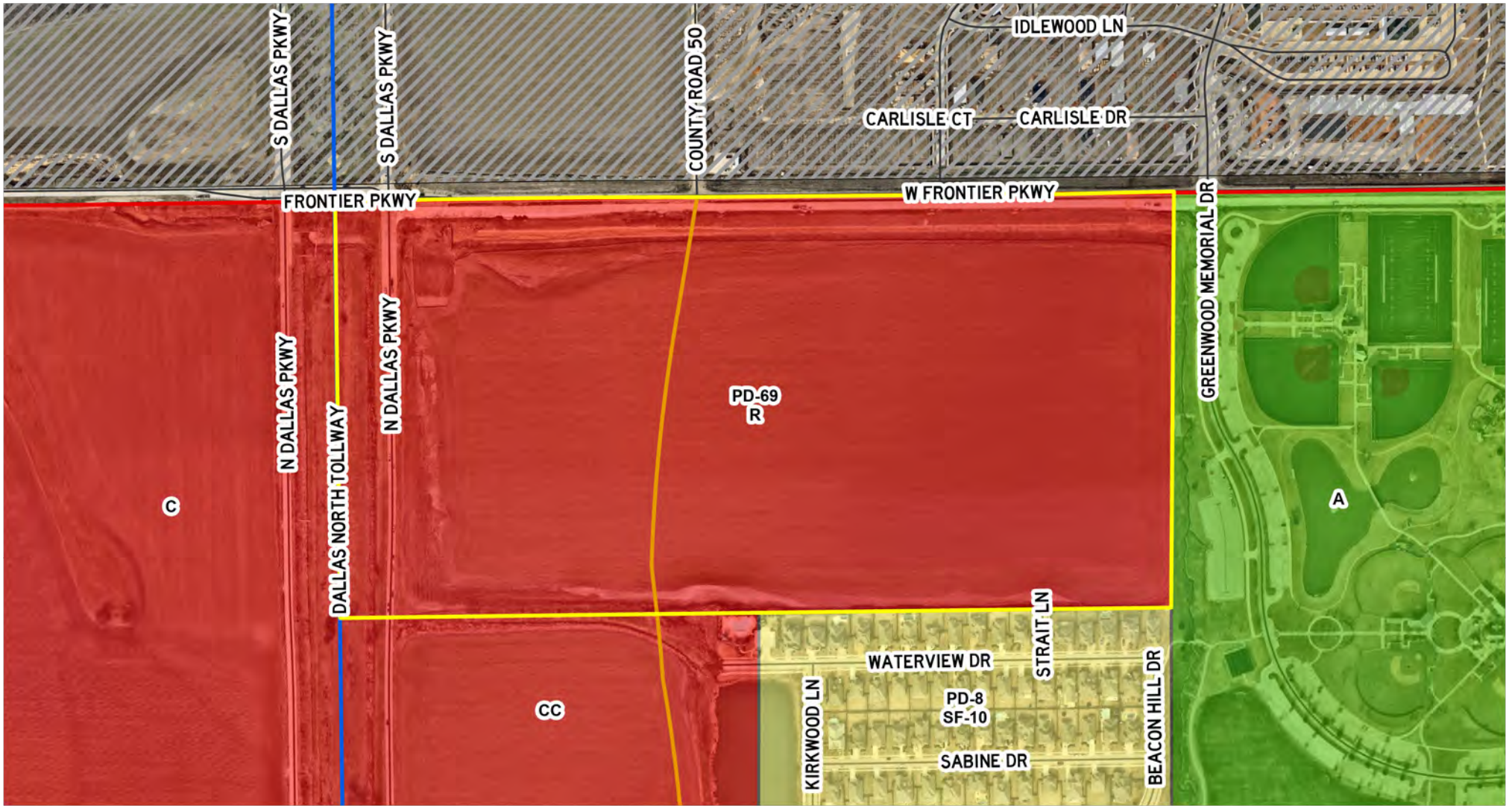




TOWN OF PROSPER

Z22-0007 - SEC Frontier Parkway and Dallas Parkway



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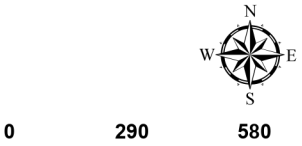
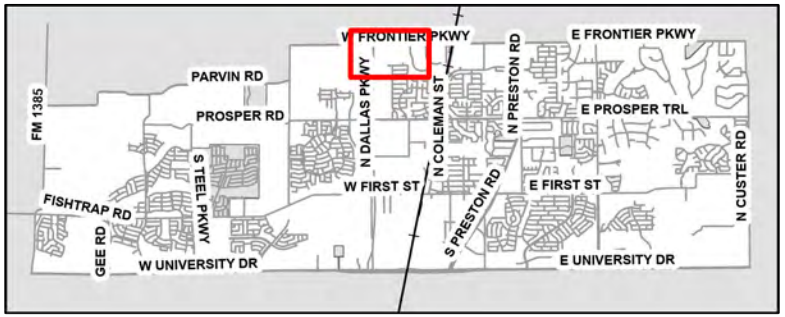
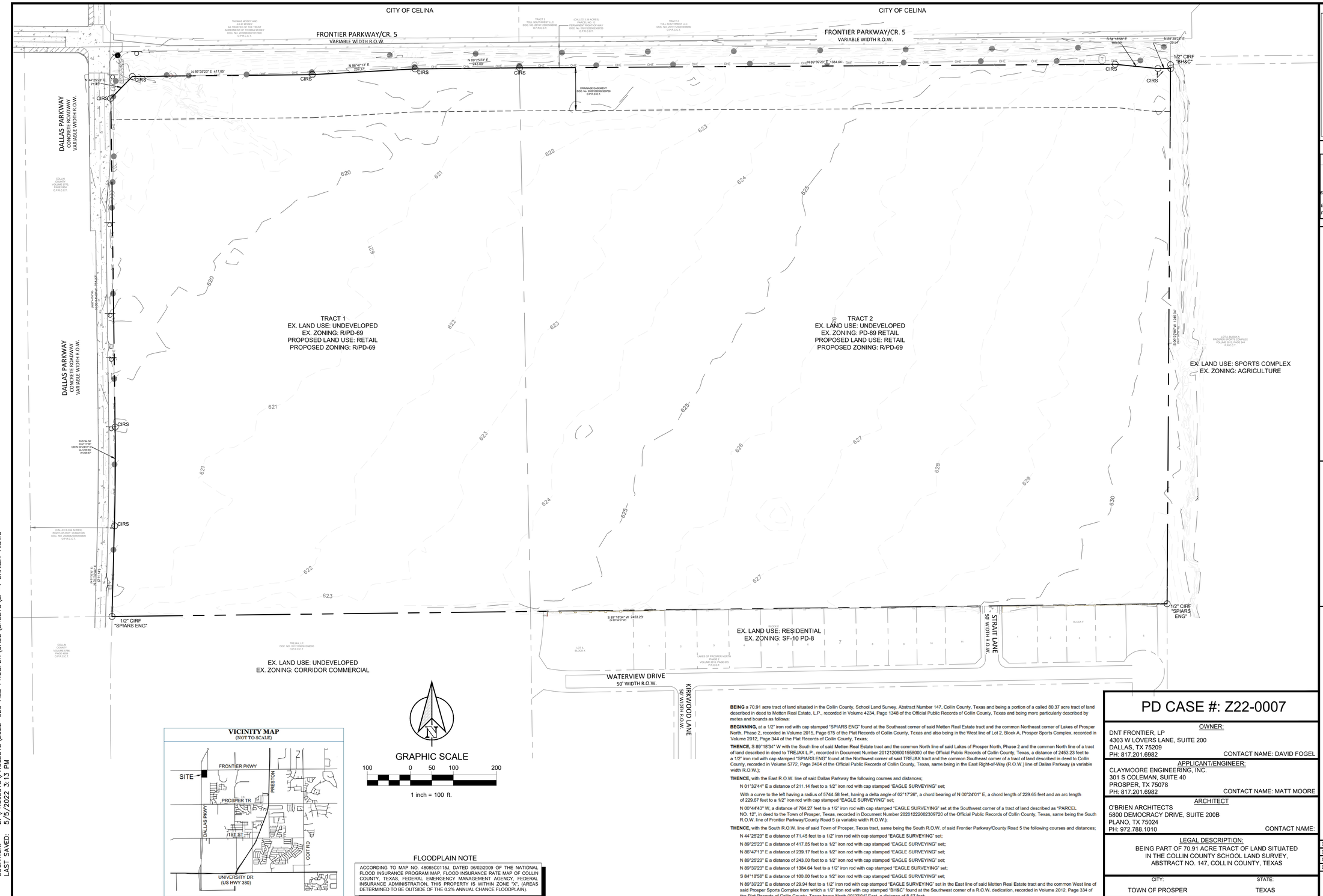




TOWN OF PROSPER



VICINITY MAP
(NOT TO SCALE)

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft.

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0115J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

BEING a 70.91 acre tract of land situated in the Collin County, School Land Survey, Abstract Number 147, Collin County, Texas and being a portion of a called 80.37 acre tract of land described in deed to Metten Real Estate, L.P., recorded in Volume 4234, Page 1348 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod with cap stamped "SPIARS ENG" found at the Southeast corner of said Metten Real Estate tract and the common Northeast corner of Lakes of Prosper North, Phase 2, recorded in Volume 2015, Page 675 of the Plat Records of Collin County, Texas and also being in the West line of Lot 2, Block A, Prosper Sports Complex, recorded in Volume 2012, Page 344 of the Plat Records of Collin County, Texas;

THENCE, S 89°18'34" W with the South line of said Metten Real Estate tract and the common North line of said Lakes of Prosper North, Phase 2 and the common North line of a tract of land described in deed to TREJAX L.P., recorded in Document Number 20121206001558000 of the Official Public Records of Collin County, Texas, a distance of 2453.23 feet to a 1/2" iron rod with cap stamped "SPIARS ENG" found at the Northwest corner of said TREJAX tract and the common Southeast corner of a tract of land described in deed to Collin County, recorded in Volume 5772, Page 2404 of the Official Public Records of Collin County, Texas, same being in the East Right-of-Way (R.O.W.) line of Dallas Parkway (a variable width R.O.W.);

THENCE, with the East R.O.W. line of said Dallas Parkway the following courses and distances;

N 01°32'44" E a distance of 211.14 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

With a curve to the left having a radius of 5744.58 feet, having a delta angle of 02°17'26", a chord bearing of N 00°24'01" E, a chord length of 229.65 feet and an arc length of 229.67 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 00°44'43" W, a distance of 764.27 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set at the Southwest corner of a tract of land described as "PARCEL NO. 12", in deed to the Town of Prosper, Texas, recorded in Document Number 20201222002309720 of the Official Public Records of Collin County, Texas, same being the South R.O.W. line of Frontier Parkway/County Road 5 (a variable width R.O.W.);

THENCE, with the South R.O.W. line of said Town of Prosper, Texas tract, same being the South R.O.W. of said Frontier Parkway/County Road 5 the following courses and distances;

N 44°25'23" E a distance of 71.45 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 89°25'23" E a distance of 417.85 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;;

N 86°47'13" E a distance of 239.17 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 89°25'23" E a distance of 243.00 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 89°39'23" E a distance of 1384.64 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

S 84°18'58" E a distance of 100.00 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 89°39'23" E a distance of 29.94 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set in the East line of said Metten Real Estate tract and the common West line of said Prosper Sports Complex from which a 1/2" iron rod with cap stamped "BH&C" found at the Southwest corner of a R.O.W. dedication, recorded in Volume 2012, Page 334 of the Plat Records of Collin County, Texas bears North 00°22'04" East, a distance of 8.57 feet;

THENCE, S 00°22'04" W with said common line, a distance of 1245.04 feet to the **POINT OF BEGINNING** and containing 70.91 acres of land more or less.

PD CASE #: Z22-0007

OWNER:
DNT FRONTIER, LP
4303 W LOVERS LANE, SUITE 200
DALLAS, TX 75209
PH: 817.201.6982 CONTACT NAME: DAVID FOGEL

APPLICANT/ENGINEER:
CLAYMOORE ENGINEERING, INC.
301 S COLEMAN, SUITE 40
PROSPER, TX 75078
PH: 817.201.6982 CONTACT NAME: MATT MOORE

ARCHITECT
O'BRIEN ARCHITECTS
5800 DEMOCRACY DRIVE, SUITE 200B
PLANO, TX 75024
PH: 972.788.1010 CONTACT NAME:

LEGAL DESCRIPTION:
BEING PART OF 70.91 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS

CITY:	STATE:	
TOWN OF PROSPER	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN COUNTY SCHOOL	147

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #806
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOORENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 5/13/2022

PROSPER COMMERCIAL
BEING PART OF 70.91 ACRES OF LAND OUT OF COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 PROSPER, TEXAS

No.	DATE	REVISION	BY

EXHIBIT A

DESIGN:	MAM
DRAWN:	DC
CHECKED:	MAM
DATE:	5/13/2022

SHEET
SP-1

CASE NO.

PLOTTED BY: DAN CABALLERO
PLOT DATE: 5/13/2022 8:52 AM
LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD\SHEETS\SP-1 EXHIBIT A.DWG
LAST SAVED: 5/5/2022 3:13 PM

CLAYMOORE ENGINEERING

EXHIBIT B – STATEMENT OF INTENT AND PURPOSE

March 18, 2022

Planning Dept.
Town of Prosper
250 W. First Street
Prosper, Texas 75078

Re: Zoning Request – DSF Capital (Metten Tract)
Letter of Intent

To whom it may concern,

Please let this letter serve as the Letter of Intent for the PD Zoning amendment associated with the proposed development located at the SE corner of Frontier Parkway and Dallas Parkway. The subject tract is currently zoned PD-69-Retail. The purpose of the planned development amendment is to request a specific use permit for a proposed retail development and modification to a few landscape requirements associated with the project. It is intended to utilize the Town's base standards and incorporate some additional uses and criteria which will better position the proposed development due to proximity to the future Tollway.

Should you have any questions, please feel free to contact me.

Sincerely,
Matt Moore, P.E.

Claymoore Engineering, Inc.
301 S. Coleman, Suite 40
Prosper, TX 75078
817-281-0572

Case Z22-0007

Exhibit C – Planned Development Standards

The proposed development will conform to the development standards of the Retail 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 Retail District requirements of the Town of Prosper's Zoning Ordinance, as it exists or may be amended.

2. Development Plans

a) Concept Plan: Tract 1 shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.

b) Landscape Plan: Tract 1 shall be developed in general accordance with the attached landscape plan, set forth in Exhibit F.

Tract 1 & Tract 2 Retail

~~A.~~ ~~General Description: The areas identified as Retail will provide the ability to encourage and to accommodate the development of office and retail service centers within growth corridors located along the North Dallas Tollway extension. The property within these areas shall develop under the standards for the Retail District as contained within the Town of Prosper Zoning Ordinance, as it exists or may be amended, subject to the specific provisions contained herein below.~~

~~B.~~A. Permitted Uses: In addition to those permitted uses as allowed per the Retail District of the Town of Prosper Zoning Ordinance, the following use shall be permitted in the retail areas indicated on Exhibit "D". Uses followed by an S are only permitted by Specific Use Permit. Uses followed by a C are permitted subject to the conditional standards in the Town's Zoning Ordinance:

Tract 1

a) Big Box on Lot 5 as shown on Exhibit D.
b) Restaurant with drive-through to be incorporated with the big box on Lot 5 as shown on Exhibit D.
c) Convenience Store with Gas Pumps and or Gas Pumps – In addition to conditional standards, shall only be allowed on Lot 5 as shown on Exhibit D.
d) Car Wash (Accessory Use to Convenience Store with Gas Pumps and or Gas Pumps) on Lot 5 as shown on Exhibit D.
e) Outdoor Merchandise Display, Incidental on Lot 5 as shown on Exhibit D.

Tract 2

a. Hotels - C
b. Theater, Regional
c. Research & Development Center — S
d. Automobile Repair, Minor — In addition to conditional standards, shall not be located within 230 feet of residentially zoned property
e. Automobile Parts Sales — Shall not be located within 230 feet of residentially zoned property
f. Restaurant — In addition to conditional standards, shall not be located

within 230 feet of residentially zoned property.

g. Retail Shops and Stores — In addition to conditional standards, shall not be located within 230 feet of residentially zoned property.

~~h. Convenience Store with Gas Pumps — Shall be prohibited within Tract 2. Tract 1 shall be governed by the Conditional Standards of the Zoning Ordinance as they exist or may be amended.~~

C Max. FAR: Max. FAR for buildings taller than two (2) stories shall be 1.5:1. Max. FAR for all other buildings shall be 0.4:1.

D. Building Heights: The permitted height of all buildings within the retail areas of the Planned Development District shall be as follows:

a. The allowed height for Hotels, Office buildings, and Hospitals located within the retail tract shall be eight (8) stories, not greater than one hundred (100) feet. All other uses shall be limited to two (2) stories, not greater than forty (40) feet.

b. Non-residential buildings located within one hundred fifty feet (150') of a single- family zoned area shall be limited to a maximum height of two (2) stories.

c. Non-residential buildings, which exceed two (2) stories in height, shall be required to have additional setbacks from single-family zoned areas. These additional setbacks will require one foot (1') of setback, beyond the aforementioned one hundred fifty feet (150'), for each additional foot of building height above two (2) stories.

d. Only one-story structures are allowed within 84 feet of the south property line of Tract 2.

~~E. Lot Area: The minimum area of any lot shall be then thousand (10,000) square feet.~~

~~F. Lot Width: The minimum width of any lot shall be one hundred feet (100').~~

~~G Lot Depth: The minimum depth of any lot shall be one hundred (100').~~

~~H. Lot Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings exceeding 2-stories. Parking structures and surface parking facilities shall be excluded from the coverage computations. Lot coverage is limited to forty percent (40%) excluding parking and parking structures for all structures 2-stories and less.~~

~~I. All required detention areas shall be developed as an amenity with upgrades such as landscaping, trees, trails, benches, etc., and constructed as a wet detention pond (constant water level) with a fountain and/ or bubblers. The wet pond requirement may be waived if in conflict with TCEQ regulations, other applicable City/Town downstream water rights and/ or other applicable regulatory requirements. Underground detention may be utilized within nonresidential components of the Planned Development.~~

J. Landscaping:

a. 25' of the required 30' Landscape Buffer to be allowed within the 100' Drainage Easement Along Frontier Parkway. Landscaping Proposed will comply with the Town of Prosper's Zoning Ordinance.

b. Required Foundation Plantings trees to be placed elsewhere on the site on Lot 5 as shown on Exhibit D.

c. No Trees to be located within 150' of the front doors of the proposed big

box building on Lot 5. The required trees within 150' of the front door to be place somewhere else on the site.

d. The required trees may be planted in groups with appropriate spacing for species both Tract 1 & 2.

e. Earthen berms are not required along Frontier Parkway for both Tract 1 & 2.

~~a.~~f. In Tract 2, a 30-foot landscape buffer shall be provided adjacent to residentially zoned property.

~~b.~~g. In Tract 2,Perimeter landscaping adjacent to residentially zoned property shall consist of a double row of Nellie R Stevens Holly or Eastern Red Cedar trees, or similar as approved by the Parks Department, planted on 15-foot- centers, minimum of eight feet (8') in height at the time of planting, in addition to canopy tees as require by the Zoning Ordinance.

i. The landscape buffer and associated planting shall be provided in conjunction with the first development that occurs within Tract 2.

K. Screening:

a. Dumpster enclosures shall not be permitted within 100 feet of a residentially zoned property for retail/restaurant uses.

b. An eight-foot (8') ornamental metal fence shall be required along the east property line for a minimum distance of 200 feet and commencing at the southeast corner of the subject property.

i. The ornamental metal fence shall be provided in conjunction with the first development that occurs within Tract 2.

c. In Tract 1 - Loading docks, truck parking, trash collection, dumpsters, and other service functions shall be incorporated into the overall design of the building or placed behind or on the side of a building and screened to not be seen from the rights-of-way. On corner lots, these areas shall be located behind the buildings.

~~c.~~d. In Tract 1 - Roofs shall be designed and constructed in such a way that they acknowledge their visibility from other buildings and from the street. Rooftop mechanical equipment shall be adequately screened with durable material that is architecturally compatible with the building design. Screening shall insure mechanical equipment cannot be seen from the public right of way

~~L. Access:~~

~~a. Cross-access from Tract 2 shall not be required to the southern adjacent property.~~

Additional Regulations:

1. *Restaurant, Drive-Thru Service*

Where site conditions permit, drive-thru queuing lanes shall be designed so that the queuing wraps behind the building instead of in front of the building. If the queue lane wraps in the front of the building, the site shall provide for an ample amount of landscaping that will provide a buffer from the public rights-of-way.

In additional to the condition standards, there shall be a maximum of two drive-thru restaurants permitted for every 5 acres on a PD development plan. Drive throughs associated with an anchor tenant (50,000 gross square feet or larger) are excluded provided the drive through is supporting an accessory use such as pharmacy, or restaurant.

2. *Big Box with Gas Pumps*
    a. The design of pump islands and canopy should be architecturally integrated with other structures on-site using similar colors, materials, and architectural detailing. All signage should be architecturally integrated with their surroundings in terms of size, shape and lighting so that they do not visually compete with architecture of the building and design of the sight.

3. Include Public Art in Gateway Areas to promote vitality and provide a unique sense of identity.

    Art can be an expression of a collective community identity. It can celebrate what is unique about a community and honor the past and present heritage. Art can include references to the Town's geography, history, landmarks, ethnic and cultural diversity which can increase a sense of belonging when people can associate themselves with a place.
        a. Art should be integrated into the community fabric of the Tollway and should be used to mark significant intersections of the Tollway.

        b. Developers should incorporate artist into the design team from the inception of planning to integrate works of art into their projects.

        c. Stand-alone public art can also be used and does not necessarily have to be tied to a project. Local artists should be used whenever possible.

        d. Art may be incorporated into existing structures such as retaining walls or integrated into utility systems to enhance or screen the use of those systems.

4. Site Plan and Elevations for Lot 5 set forth in Exhibit D shall be submitted and approved by the Planning & Zoning Commission and City Council.

~~Exhibit D~~

~~Conceptual Development Plan~~

~~Conceptual Development Plan: Prior to application for a Preliminary Site Plan or a Preliminary Plat, a Conceptual Development Plan shall be submitted, receive a recommendation from the Planning & Zoning Commission and be approved by the Town Council. This Conceptual Development Plan shall only be required for the general area within which development is to occur. This general area shall be bounded by thoroughfares, ownership lines, creek ways or other physical barriers that define a geographic boundary that separates the area of interest from other parcels.~~

~~Site Plans and and/or Plats submitted for the development within the PD District shall conform to the data presented and approved on the Conceptual Development Plan. Changes of detail on these final development plan(s) that differ from the Conceptual Development Plan may be authorized by the Planning & Zoning Commission, with their approval of the final development plan(s) and without public hearing, if the proposed changes do not:~~

~~1) alter the basic relationship of the proposed development to adjacent property,~~
~~2) alter the uses permitted,~~
~~3) increase the density,~~
~~4) increase the building height,~~
~~5) increase the coverage of the site,~~
~~6) reduce the off-street parking ratio,~~
~~7) reduce the building lines provided at the boundary of the site, or~~
~~8) significantly alter any open space plans~~

~~If the Planning & Zoning Commission determines that the proposed change(s) violates one (1) or more of the above eight (8) criteria, then a public hearing must be held to adequately amend the PD District's granting ordinance prior to the Planning & Zoning Commission's approval of the final development plan(s~~

CLAYMOORE ENGINEERING

Case Z22-0007
Exhibit C – Planned Development Standards

The proposed development will conform to the development standards of the Retail 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 Retail District requirements of the Town of Prosper's Zoning Ordinance, as it exists or may be amended.
2. **Development Plans**
   a) Concept Plan: Tract 1 shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
   b) Landscape Plan: Tract 1 shall be developed in general accordance with the attached landscape plan, set forth in Exhibit F.
3. TRACT 1 & 2 Retail

A. **Permitted Uses:**

In addition to those permitted uses as allowed per the Retail District of the Town of Prosper Zoning Ordinance, the following use shall be permitted in the retail areas indicated on Exhibit" D". Uses followed by an S are only permitted by Specific Use Permit. Uses followed by a C are permitted subject to the conditional standards in the Town' s Zoning Ordinance:

Tract 1

a) Big Box on Lot 5 as shown on Exhibit D.
b) Restaurant with drive-through to be incorporated with the big box on Lot 5 as shown on Exhibit D.
c) Convenience Store with Gas Pumps and or Gas Pumps – In addition to conditional standards, shall only be allowed on Lot 5 as shown on Exhibit D.
d) Car Wash (Accessory Use to Convenience Store with Gas Pumps and or Gas Pumps) on Lot 5 as shown on Exhibit D.
e) Outdoor Merchandise Display, Incidental on Lot 5 as shown on Exhibit D.

Tract 2

a) Hotels – **C**
b) Theater, Regional
c) Research & Development Center – **S**
d) Automobile Repair, Minor – In addition to conditional standards, shall not be located within 230 feet of residentially zoned property
e) Automobile Parts Sales – Shall not be located within 230 feet of residentially zoned property
f) Restaurant – In addition to conditional standards, shall not be located within 230 feet of residentially zoned property.
g) Retail Shops and Stores – In addition to conditional standards, shall not be located within 230 feet of residentially zoned property.

B. **Max. FAR:** Max. FAR for buildings taller than two (2) stories shall be 1.5:1. Max. FAR for all other buildings shall be 0.4:1.

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d) Only one-story structures are allowed within 84 feet of the south property line of Tract 2.

D. **Landscape Standards:**

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b) Required Foundation Plantings trees to be placed elsewhere on the site on Lot 5 as shown on Exhibit D.
c) No Trees to be located within 150’ of the front doors of the proposed big box building on Lot 5. The required trees within 150’ of the front door to be place somewhere else on the site.
d) The required trees may be planted in groups with appropriate spacing for species both Tract 1 & 2.
e) Earthen berms are not required along Frontier Parkway for both Tract 1 & 2.
f) In Tract 2, a 30-foot landscape buffer shall be provided adjacent to residentially zoned property.
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    1. The landscape buffer and associated planting shall be provided in conjunction with the first development that occurs within Tract 2.

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b) An eight- foot (8’) ornamental metal fence shall be required along the east property line for a minimum distance of 200 feet and commencing at the southeast corner of the subject property.
    1. The ornamental metal fence shall be provided in conjunction with the first development that occurs within Tract 2.
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d) In Tract 1 - Roofs shall be designed and constructed in such a way that they acknowledge their visibility from other buildings and from the street. Rooftop mechanical equipment shall be adequately screened with durable material that is architecturally compatible with the building design. Screening shall insure mechanical equipment cannot be seen from the public right of way

Additional Regulations:

1. *Restaurant, Drive-Thru Service*
   Where site conditions permit, drive-thru queuing lanes shall be designed so that the queuing wraps behind the building instead of in front of the building. If the queue lane wraps in the front of the building, the site shall provide for an ample amount of landscaping that will provide a buffer from the public rights-of-way.
   In additional to the condition standards, there shall be a maximum of two drive-thru restaurants permitted for every 5 acres on a PD development plan. Drive throughs associated with an anchor tenant (50,000 gross square feet or larger) are excluded provided the drive through is supporting an accessory use such as pharmacy, or restaurant.
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   b. Developers should incorporate artist into the design team from the inception of planning to integrate works of art into their projects.

   c. Stand-alone public art can also be used and does not necessarily have to be tied to a project. Local artists should be used whenever possible.

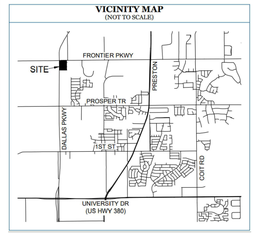
   d. Art may be incorporated into existing structures such as retaining walls or integrated into utility systems to enhance or screen the use of those systems.
4. Site Plan and Elevations for Lot 5 set forth in Exhibit D shall be submitted and approved by the Planning & Zoning Commission and City Council.

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG HGT. (FT.-# ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING			HANDICAP SP.		PARKING LOT LANDSCAPING		OPEN SPACE	
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	REQ. (15 SF	PROV.	REQ. (7% SITE AREA), SQ. FT.	PROV. (SQ. FT.)
5	PD-69	RETAIL/GAS GROCERY	19.81	862,880	108,060	39' - 1 STORY	50% MAX	12.5%	0.5:1 MAX	.0528	1 SPACE / 250 SF (RETAIL)	432	713	16	19	10,695	15,869	60,402	113,916

LEGEND	
	PROPOSED FIRE HYDRANT
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
X	PARKING COUNT
	PROPOSED FIRE LANE STRIPING

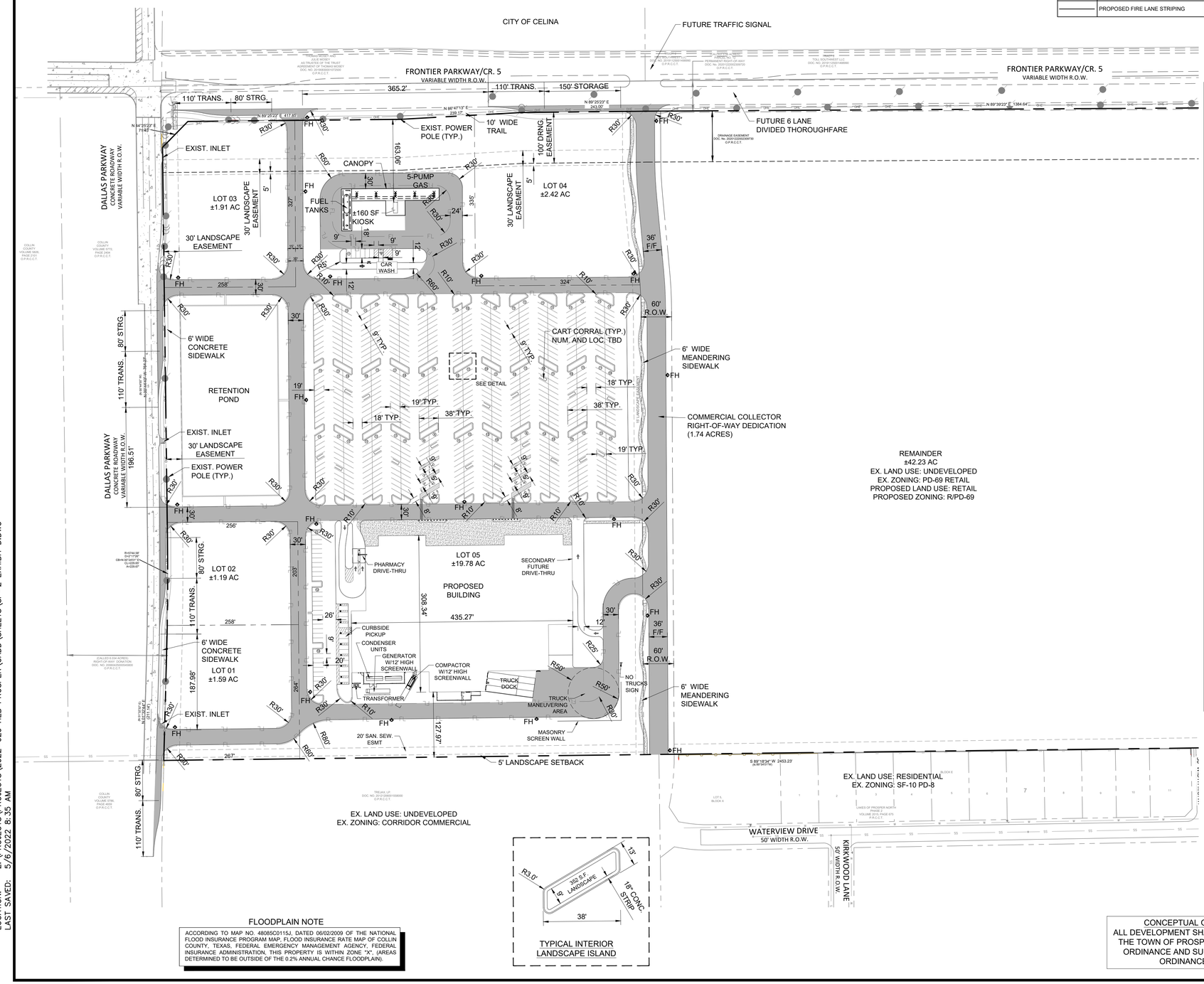
VICINITY MAP
(NOT TO SCALE)



GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft.



SITE PLAN NOTES:

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER 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. OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL. FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
8. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
11. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
12. THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
13. BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105
14. THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
15. THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
16. DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
17. FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
18. AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT–TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
19. FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
21. THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
22. A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ABOVE. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
23. THE MAXIMUM DEAD- END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
24. ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
25. 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.
26. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
27. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
28. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
29. 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.
30. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
31. SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
32. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
33. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE.
34. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
35. IMPACT FEES WILL BE ASSESSED PER 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.
36. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR 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 THE 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.

PD CASE #: Z22-0007

OWNER:
DNT FRONTIER, LP
4303 W LOVERS LANE, SUITE 200
DALLAS, TX 75209
PH: 817.201.6982 CONTACT NAME: DAVID FOGEL

APPLICANT/ENGINEER:
CLAYMOORE ENGINEERING, INC.
301 S COLEMAN, SUITE 40
PROSPER, TX 75078
PH: 817.201.6982 CONTACT NAME: MATT MOORE

ARCHITECT
O'BRIEN ARCHITECTS
5800 DEMOCRACY DRIVE, SUITE 200B
PLANO, TX 75024
PH: 972.788.1010 CONTACT NAME:

LEGAL DESCRIPTION:
BEING PART OF 70.91 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS

CITY:	STATE:	
TOWN OF PROSPER	TEXAS	
COUNTY: COLLIN	SURVEY: COLLIN COUNTY SCHOOL	ABSTRACT NO.: 147

CASE NO.

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0115J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

TYPICAL INTERIOR LANDSCAPE ISLAND

CONCEPTUAL ONLY
ALL DEVELOPMENT SHALL FOLLOW THE TOWN OF PROSPER ZONING ORDINANCE AND SUBDIVISION ORDINANCE

PLOTTED BY: DAN CABALLERO
PLOT DATE: 5/6/2022 8:36 AM
LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD\SHEETS\SP-2 EXHIBIT D.DWG
LAST SAVED: 5/6/2022 8:35 AM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORE.ENG.COM
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 5/6/2022

PROSPER COMMERCIAL
BEING PART OF 70.91 ACRES OF LAND
OUT OF COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
PROSPER, TEXAS

No.	DATE	REVISION	BY

EXHIBIT D

DESIGN:	MAM
DRAWN:	DC
CHECKED:	MAM
DATE:	5/6/2022

SHEET
SP-2

CLAY MOORE ENGINEERING

Exhibit E – DSF Retail Development Schedule

It is anticipated that the sanitary sewer line needed to serve this property will be installed by March 2024. Currently, it is anticipated that design of the retail building will occur in 2023 and construction will commence in 2024.

NOTE: NO POWER POLE IS ALLOWED IN THE TRAIL

FRONTIER PARKWAY/CR. 5
VARIABLE WIDTH R.O.W.

DALLAS PARKWAY
CONCRETE ROADWAY
VARIABLE WIDTH R.O.W.

PROPERTY LINE

10' WIDE SIDEWALK

EXISTING TREES TO BE REMOVED

10' DRAINAGE EASEMENT

28' LANDSCAPE EASEMENT REMAINING AFTER 10' DRAINAGE EASEMENT

10'-0"

SOD (TYP.)

REQUIRED LANDSCAPE SHRUBS LOCATED 10' INTO DRAINAGE EASEMENT

REQUIRED LANDSCAPE EDGE SHADE TREES IN MIN 5' EDGE AT TOP OF BANK

LOT 3

LOT 4

5'-0" LANDSCAPE EDGE AT TOP OF BANK

(13) ORNAMENTAL TREE SCREEN PER REQUIREMENTS

(13) SHRUB SCREEN PER REQUIREMENTS

(13) ORNAMENTAL TREE SCREEN PER REQUIREMENTS

(13) SHRUB SCREEN PER REQUIREMENTS

(5) MORE PARKING ISLAND TREES RELOCATED DUE TO REQUIREMENT OF NO TREES WITHIN 150' OF FRONT DOORS (PRT)

SOD AROUND POND (TYP.)

INTERIOR PARKING TREE (PT) (TYP.)

30'-0" LANDSCAPE EDGE

RETENTION POND

LANDSCAPE EDGE SHRUBS

6' WIDE SIDEWALK

(16) PARKING ISLAND TREES RELOCATED DUE TO REQUIREMENT OF NO TREES WITHIN 150' OF FRONT DOORS (PRT)

ORNAMENTAL TREES SUBSTITUTE W/ RATIO OF 3:1 DUE TO OVERHEAD POWER LINES

REQUIRED PERIMETER SHRUBS

REQUIRED PERIMETER SHADE TREES

15'-0" MIN. LANDSCAPE EDGE

30'-0" FIRELANE EASEMENT (TYP.)

DRIVE-THRU SHRUBS 3' O.C.

GROUNDCOVER (TYP.)

STORE FRONT SHRUBS (TYP.)

PARKING LOT SHRUB (TYP.)

15'-0" LANDSCAPE EDGE

6' WIDE SIDEWALK

(7) DRIVE-THRU ISLAND ORNAMENTAL TREES 15' O.C. RELOCATED DUE TO REQUIREMENT OF NO TREES WITHIN 150' OF FRONT DOORS (DRT)

LOT 2

DRIVE-THRU ORNAMENTAL TREES 15' O.C.

(22) ORNAMENTAL TREE SCREEN PER REQUIREMENTS

(22) SHRUB SCREEN PER REQUIREMENTS

LOT 1

150' I/P CIRCLES AROUND FRONT DOORS - NO TREES WITHIN CIRCLES

SUPERSTORE

LARGE TREE STORE FRONT REQ. (5)

15'-0" LANDSCAPE EDGE

SOD (TYP.)

5'-0" LANDSCAPE SETBACK

(45) ORNAMENTAL TREE SCREEN PER REQUIREMENTS

15'-0" LANDSCAPE EDGE

PROPERTY LINE

(45) SHRUB SCREEN PER REQUIREMENTS

NOTE: INSTALLING THE TREE ON TOP OF BANKS MUST MEET TOWN PLANTING REQUIREMENTS. THE DETAILS FOR THE PLANTING MUST BE PROVIDED WITH THE SITE PLAN AND NEED TO BE APPROVED BY PARKS AND REC.

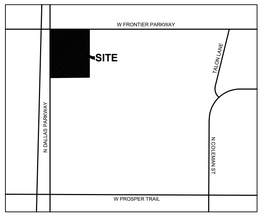
NOTE: THIS IS CONCEPTUAL IN NATURE AND THE DETAILS PER THE PD AND TOWN ORDINANCES WILL BE PROVIDED WITH THE SP / PSP

WATER METER SCHEDULE

METER ID NUMBER	WATER METER SIZE	METER		SAN. SEWER SIZE
		DOM.	IRR.	
3	2"		1	

LANDSCAPE HYDROZONE SCHEDULE (LWR):

SHRUBS/GROUNDCOVER: 1.25 X [(55.85 X 0.5) - 8.7] x 17,845 / 1.604 = 267,355.14 GAL.
WARM SEASON TURFGRASS: 1.33 X [(55.85 X 0.6) - 8.7] x 258,522.6 / 1.604 = 5,318,296.5 GAL.



VICINITY MAP
(NOT TO SCALE)

LANDSCAPE CALCULATIONS TABLE

TOTAL SITE AREA:	3,088,839.6 SF
SPECIFIC AREA:	862,923.6 SF
DALLAS PARKWAY FRONTAGE:	416 LF
FRONTIER PARKWAY FRONTAGE:	338 LF
# OF PARKING SPACES:	778

NOTE: LANDSCAPE EASEMENT FOR THE WEST AND THE EAST WILL NOT OVERLAP THE UTILITY EASEMENT

PERIMETER REQUIREMENTS

DALLAS PARKWAY
REQUIREMENT: 30' LANDSCAPE EDGE
(1) 3" CAL. SHADE TREE (OR 3 ORNAMENTALS) AND (15) 5 GAL. SHRUBS PER 30 LF OF FRONTAGE
416 LF / 30 = (13.9) 3" CAL. SHADE AND X 15 = (207.9) 5 GAL. SHRUBS

PROVIDED: (9) 3" SHADE TREES, (15) ORNAMENTAL TREES SUBSTITUTING FOR 5SHADE TREES, AND (210) 5 GAL. SHRUBS ALONG DALLAS PARKWAY

FRONTIER PARKWAY
REQUIREMENT: 30' LANDSCAPE EDGE
(1) 3" CAL. SHADE TREE AND (15) 5 GAL. SHRUBS PER 30 LF OF FRONTAGE
338 LF / 30 = (11.3) 3" CAL. SHADE AND X 15 = (168.9) 5 GAL. SHRUBS

PROVIDED: (12) 3" SHADE TREES AND (169) 5 GAL. SHRUBS ALONG FRONTIER PARKWAY

EASTERN PERIMETER:
REQUIREMENT: 15' LANDSCAPE EDGE
(1) 3" CAL. SHADE TREE AND (15) 5 GAL. SHRUBS PER 30 LF OF FRONTAGE
821 LF / 30 = (27.36) 3" CAL. SHADE AND X 15 = (410.49) 5 GAL. SHRUBS

PROVIDED: (27) 3" SHADE TREES AND (411) 5 GAL. SHRUBS ALONG FRONTIER PARKWAY

SOUTHERN AND LOTS 1,2,3,4 PERIMETER:
REQUIREMENT: 5' SET BACK WITH 15' LANDSCAPE EDGE
SMALL TREE AND (1) 5 GAL. SHRUBS PER 15 LF

PROVIDED: (1) SMALL TREES AND (1) 5 GAL. SHRUBS CLUSTERED IN GROUPS TO MEET PERIMETER REQUIREMENTS

DRIVE-THRU REQUIREMENTS

REQUIREMENT: MIN. 10' WIDE LANDSCAPE ISLAND
PROVIDED: 10' WIDE LANDSCAPE ISLAND

REQUIREMENT: 3" CAL ORNAMENTAL TREE PLANTED 15' O.C. WITH MIN. 5 GAL. SHRUBS PLANTED 3' O.C.
PROVIDED: DRIVE-THRU REQUIREMENTS MET WITH THE EXCEPTION OF TREES WITHIN 150' OF FRONT DOORS.. PER APPROVAL, TREES WERE RELOCATED TO ANOTHER LOCATION TO SCREEN DRIVE-THRU

INTERIOR PARKING LOT LANDSCAPING

REQUIREMENT: (15) SF. OF PERMEABLE LANDSCAPE FOR EACH PARKING SPACE
778 SPACES X 8 SF = 11,670 SF OF PERMEABLE LANDSCAPE
PROVIDED: 48,824.88 SF

REQUIREMENT: (1) SHADE TREE PER EVERY LANDSCAPE ISLAND AND WITHIN 150 FT. OF EVERY PARKING SPACE
PROVIDED: (1) SHADE TREE IN EVERY ISLAND (EXCEPT THOSE WITHIN 150 FT. OF BUILDING FACE) AND ALL PARKING SPACES WITHIN 150 FT. OF A SHADE TREE

OPEN SPACE REQUIREMENT

REQUIREMENT: 7% OF LOT AREA IS REQUIRED TO BE OPEN SPACE. THIS SPACE SHALL NOT CONSIST OF VEHICULAR PAVING, PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, LANDSCAPE EDGE, OR SIDEWALKS
PROVIDED: MORE THAN 7% OF OPEN SPACE PROVIDED

BUILDING LANDSCAPING

REQUIREMENT: (1) LARGE 3" CAL. TREE FOR EVERY 10,000 SQ. FT. OF BUILDING AREA
108,418.67 / 10,000 = 10.8 TREES
PROVIDED: 11 TREES

OVERALL LANDSCAPE PLAN

SCALE: 1" = 60'-0"

0 60 120
GRAPHIC SCALE IN FEET

N

OWNER/APPLICANT
HEB GROCERY CO.
3890 NORTHWEST HWY., STE 300
DALLAS, TEXAS 75075
PH: (214) 680-7600
CONTACT: JOHN E. ROSE III, P.E.
rose.john@heb.com

LANDSCAPE ARCHITECT
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., STE 300
RICHARDSON, TEXAS 75080
PH: (972) 690-7474
CONTACT: HERB MEEKS
hmeeks@mdgland.com

PLEASE BE ADVISED: THIS DOCUMENT MAY CONTAIN SENSITIVE AND/OR PROPRIETARY INFORMATION AND THEREFORE MUST BE TREATED AS A CONFIDENTIAL DOCUMENT. ACCEPTANCE OF THIS DOCUMENT CONSTITUTES AN AGREEMENT THAT THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN SHALL BE MAINTAINED AND TRANSMITTED IN A CONFIDENTIAL MANNER. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED, RELEASED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF H.E.B. GROCERY. ANY DISTRIBUTION TO NON-H.E.B. ENTITIES OR PERSONS MUST BE SUBJECT TO A WRITTEN CONFIDENTIALITY AGREEMENT.

CITY SUBMITTAL	03.22.22
CITY RESUBMITTAL	05.06.22
CITY RESUBMITTAL	05.15.22

REGISTERED LANDSCAPE ARCHITECT HERBERT E. MEEKS STATE OF TEXAS
05.13.22

MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD.
SUITE 300
RICHARDSON, TX 75080
P: (972) 690-7474
F: (972) 690-7878

mdg landscape architects

H-E-B

CITY SUBMITTAL PLAN

H.E.B. Prosper
PROSPER, TEXAS

SCALE: AS INDICATED
DESIGN:
PROJ. NO:
DATE: 05.13.2022
SHEET NO. LP.01

TOWN OF PROSPER

Prosper is a place where everyone matters.

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

REPLY FORM

SUBJECT:

Zoning Case Z22-0007: The Town of Prosper has request to rezone 71.0± acres from Planned Development-69 (PD-69) to Planned Development (PD), generally to modify the allowed uses and landscape standards.

LOCATION OF SUBJECT PROPERTY:

The property is located on the southeast corner of Frontier Parkway and Dallas Parkway.

☑ I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.

☐ I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

A grocery and carwash would increase traffic and noise directly behind us.

Destinee Boseak
Name (please print)

Destinee Boseak
Signature

920 Waterview Dr
Address

5/12/22
Date

Prosper, TX 75078
City, State, and Zip Code

dbd041000@yahoo.com
E-mail Address

469-387-5696
Phone Number

RECEIVED
MAY 16 2022
BY: .....

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service on 1.2± acres, located on the north side of US 380, west of Custer Road. (The property is zoned Commercial (C)). (S22-0002).

Description of Agenda Item:

The purpose of this request is to allow for a drive-through restaurant use within a 2,400 square-foot standalone building. As shown on Exhibit B, the site includes adequate parking and stacking. Exhibit C is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town's Zoning Ordinance. Exhibit D shows a conceptual rendering of the architectural look and style of the building, which compares to other buildings within the development. The proposed building is primarily constructed of brick and stone.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request, as follows:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the noted criteria; however, staff is concerned with the number of total drive-through restaurants within the area. Currently, there are two (2) drive-through restaurants east of the subject property, one (1) north of the subject property, and two (2) west of the subject property. The yellows stars below indicate where drive-throughs are located.



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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Commercial	Undeveloped	US 380 District
North	Planned Development-76	Big Box Retail	US 380 District
East	Commercial	Restaurant with drive through	US 380 District
South	City of Frisco	City of Frisco	City of Frisco
West	Commercial	Retail/ Restaurant with drive through	US 380 District

Future Land Use Plan – The Future Land Use Plan recommends US 380 District uses for the property. This request conforms to the Future Land Use Plan.

Conformance to the Thoroughfare Plan – The property has direct access to US 380, a six-lane divided thoroughfare. The SUP exhibit complies with the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:
Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

Attached Documents:
1. Aerial and Zoning Maps
2. Zoning Exhibits

Planning & Zoning Commission Recommendation:

At their May 17, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, as presented by the applicant, by a vote of 5-1. Commissioner Kern voted in opposition to the request.

Town Staff Recommendation:

Town staff recommends that the Town Council approve the request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service, subject to the following:

a. Town Council approval of a Development Agreement, including, but not limited to, right-of-way and/or easement dedication, and architectural building materials.

Proposed Motion:

I move to approve the request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service in the Shops at Prosper Trail, subject to the approval of a Development Agreement, including, but not limited to, right-of-way and/or easement dedication, and architectural building materials.

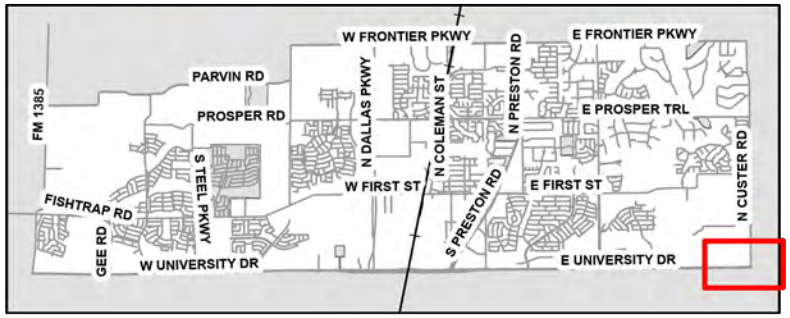
S22-0002 - Prosper Plaza



This map is for illustration purposes only.

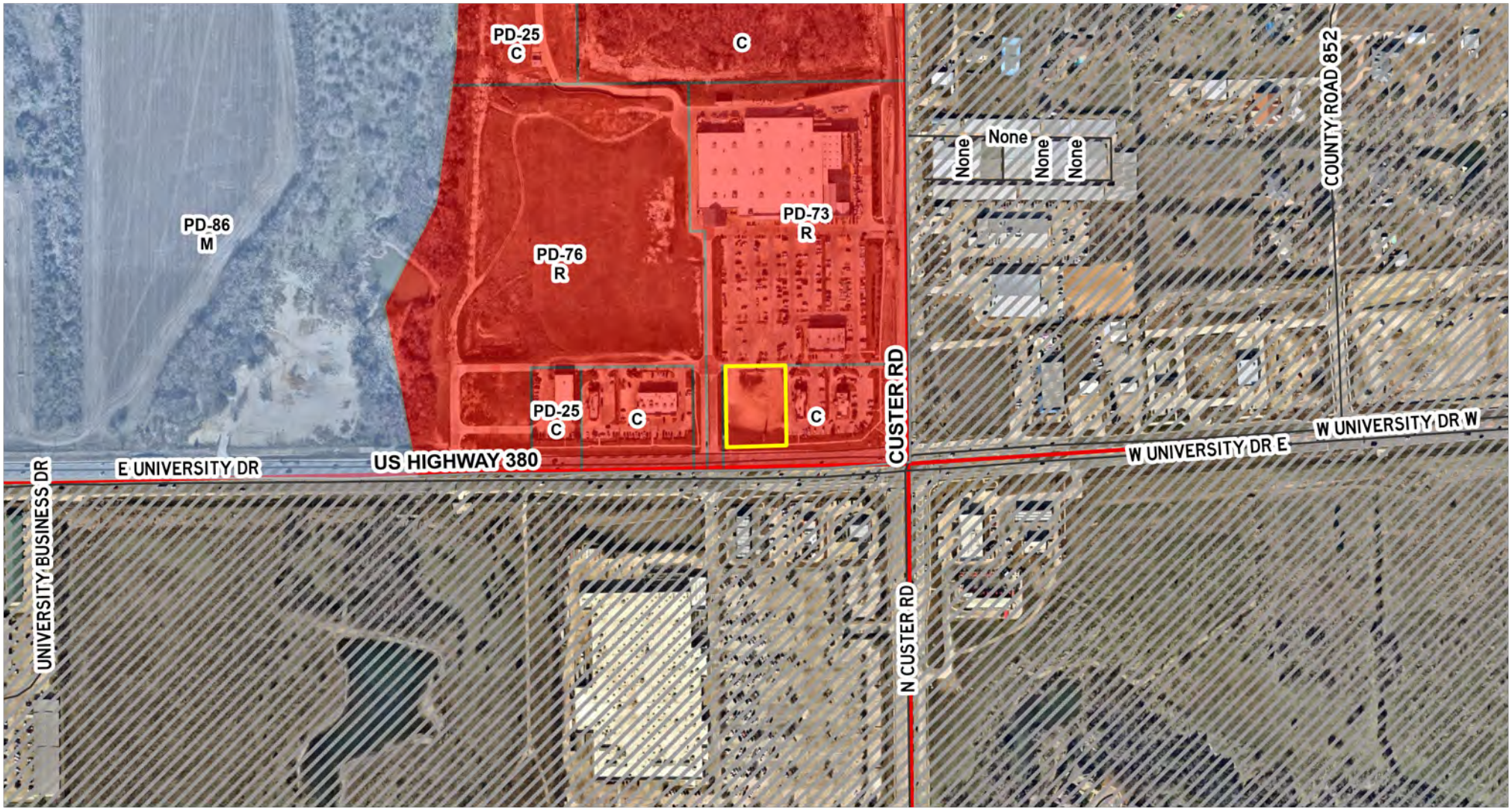
N
W E
S

0 290 580 1160 Feet



TOWN OF PROSPER

S22-0002 - Prosper Plaza



This map is for illustration purposes only.

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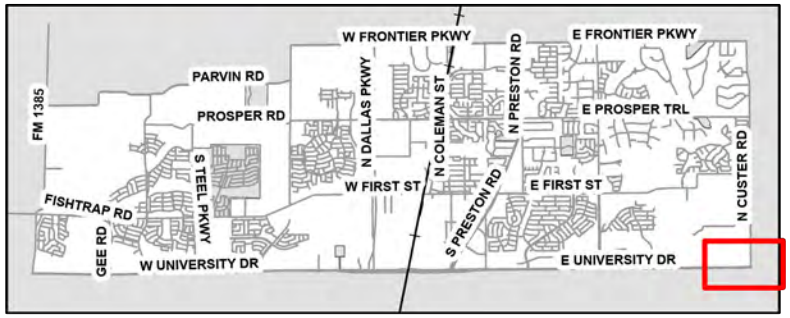
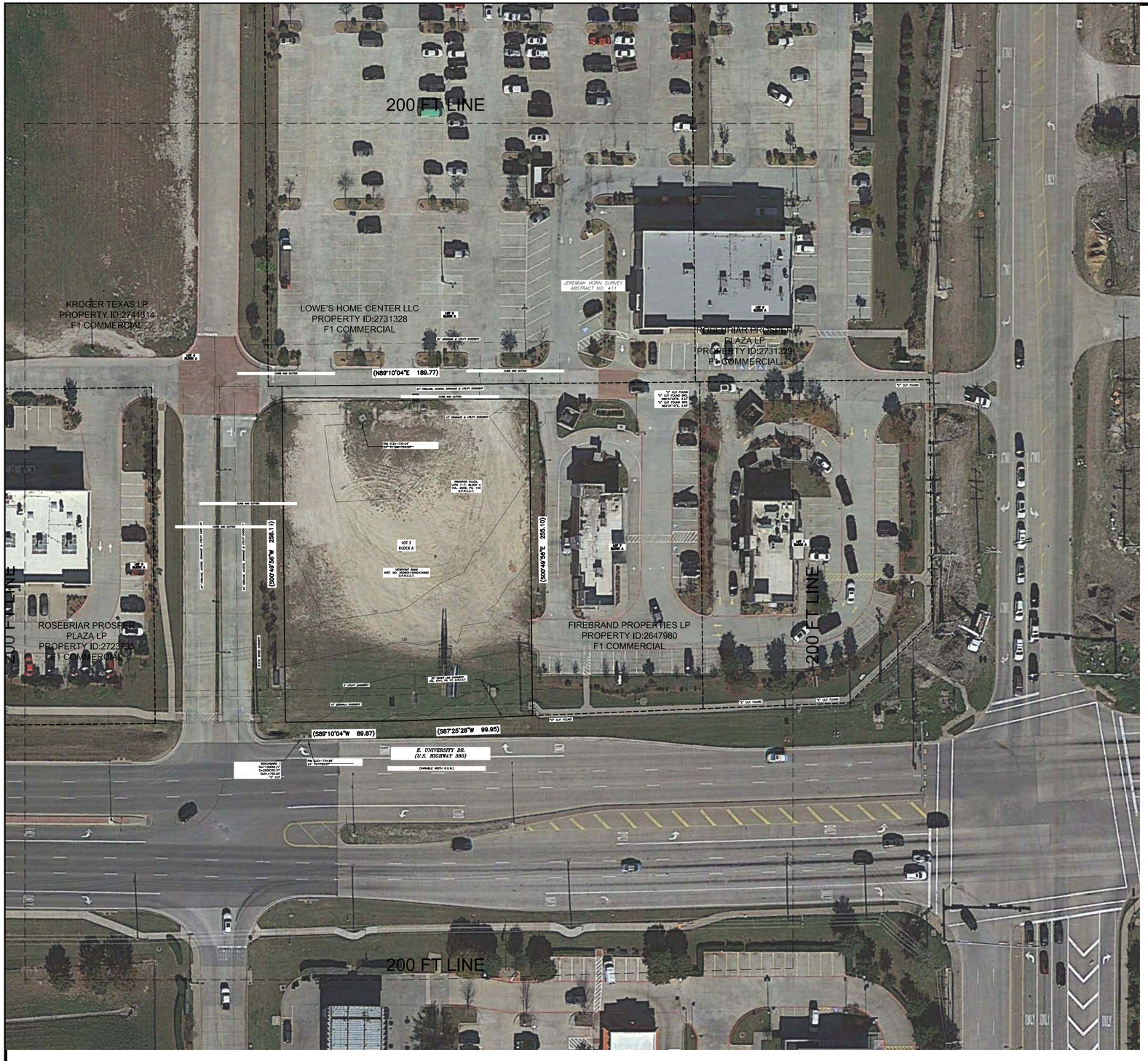


TOWN OF PROSPER



Schedule B Items

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): Volume 2009, Page 141, Real Property Records, Collin County, Texas; Volume 1810, Page 485, Real Property Records, Collin County, Texas; Volume 4189, Page 1135, Real Property Records, Collin County, Texas; under Clerk's File No. 20080605000684910, Real Property Records, Collin County, Texas; under Clerk's File No. 20160129000105770, Real Property Records, Collin County, Texas, as affected by First Amendment recorded under Clerk's File No. 20160527000664230, Real Property Records, Collin County, Texas; under Clerk's File No. 20081010001213250, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. The following exception will appear in any policy issued (other than the T–1R Residential Owner Policy of Title Insurance and the T–2R Short–Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

   Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

   Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

d. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

e. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat:

   Purpose: 1) 24' fire lane, access, drainage & utility easement;
   Purpose: 2) 10' drainage and utility easement;
   Purpose: 3) 10' sidewalk;
   Purpose: 4) 5' utility easement;
   Recording No: Volume 2009, Page 141, Real Property Records, Collin County, Texas

f. Those items shown on plat recorded in Volume 2009, Page 141, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)

g. Easement(s) and rights incidental thereto, as granted in a document:
   Granted to: North Texas Municipal Water District
   Purpose: As provided in said document
   Recording Date: May 13, 2004
   Recording No: Volume 5668, Page 4738, Real Property Records, Collin County, Texas.
   (AFFECTS TRACT 2)

h. Easement(s) and rights incidental thereto, as granted in a document:
   Granted to: North Texas Municipal Water District
   Purpose: As provided in said document
   Recording Date: August 27, 2004
   Recording No: Volume 5741, Page 37, Real Property Records, Collin County, Texas.
   (AFFECTS AS SHOWN)

i. Easement(s) and rights incidental thereto, as granted in a document:
   Granted to: Denton County Electric Cooperative, Inc. d/b/a CoServ Electric
   Purpose: As provided in said document
   Recording Date: May 4, 2009
   Recording No: under Clerk's File No. 20090504000525290, Real Property Records, Collin County, Texas. (AFFECTS TRACT 2)

j. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in said document
   Recording Date: January 29, 2016
   Recording No: under Clerk's File No. 20160129000105770, as affected by First Amendment recorded under Clerk's File No. 20160527000664230, Real Property Records, Collin County, Texas
   (AFFECTS TRACT 1)

k. Terms, provisions and conditions contained in that certain document Entitled: Amended and Restated Easements Covenants, Conditions and Restrictions
   Dated: January 29, 2016
   Executed by: and between Rosebriar Prosper Plaza, LP, Lowe's Home Centers, LLC, POP Holdings, LP, Firebrand Properties, LP, LegacyTexas Bank, and Bridgestone Retail Operations, LLC
   Recording Date: January 29, 2016
   Recording No: under Clerk's File No. 20160129000105770, as affected by First Amendment recorded under Clerk's File No. 20160527000664230, Real Property Records, Collin County, Texas. Reference is hereby made to said document for full particulars.
   (AFFECTS TRACT 2)

l. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document Entitled: Memorandum of Amended and Restated Outdoor Advertising Sign or Ground Lease
   Lessor: LegacyBank Texas
   Lessee: Primary Media, Ltd., a Texas limited partnership
   Recording Date: May 9, 2017
   Recording No: under Clerk's File No. 20170509000594530, Real Property Records, Collin County, Texas (AFFECTS TRACT 1)

Schedule B Items (cont.)

m. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 5, 1938, recorded August 23, 1938 at Volume 319, Page 301, as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...1/4 interest of all the oil, gas, and other minerals..., et al". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

n. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated July 1, 1997, recorded October 31, 1997 at Volume 4031, Page 1326 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540650, of the Official Records of Collin County, Texas, which document contains the following language "...all the oil, gas, hydrocarbons and all other minerals..., et al". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

o. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 11, 1978, recorded January 13, 1978 at Volume 1089, Page 673 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540640, of the Official Records of Collin County, Texas, which document contains the following language "...1/2 interest and and to all oil, gas, and other minerals...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

p. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 8, 1980, recorded February 22, 1980 at Volume 1236, Page 445 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540630, of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/8 interest in and to all of the oil, gas, and other minerals...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

q. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 18, 1989, recorded August 21, 1989 at Volume 3113, Page 855 as affected by Waiver of Surface Rights recorded under Clerk's File No. 20070423000540630, of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/8 interest in and to all of the oil, gas, and other minerals...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

r. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 30, 2005, recorded September 2, 2005 at Volume 5995, Page 7329 of the Official Records of Collin County, Texas, which document contains the following language "...all subsurface water, oil, gas, and other minerals ...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

s. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 4, 1984, recorded January 16, 1984 at Volume 1810, Page 485 of the Official Records of Collin County, Texas, which document contains the following language "...an undivided 1/2 interest in the oil, gas, and other minerals...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

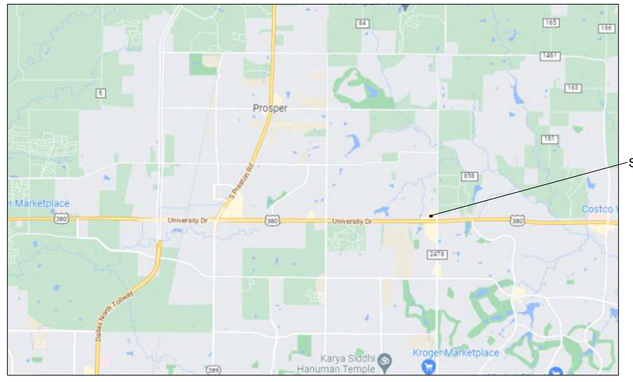
t. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated October 10, 2008, recorded October 10, 2008 at under Clerk's File No. 20081010001213260, and re–filed under Clerk's File No. 20090414000434660 of the Official Records of Collin County, Texas, which document contains the following language "...all the oil, gas, hydrocarbons and other minerals.... Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

u. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

   Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

   Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

   Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.



VICINITY MAP

Scale: NTS

OWNER:

WS Residential Investments LLC
170 Westcott
Houston, TX 77007
Phone (281) 816-6550
Eric Walker

APPLICANT:

Identity Architects
111 Travis St
Houston, TX 77002
Phone (713) 595-2191
William Kalkman

SURVEYOR:

Landpoint
6410 Southwest Blvd Ste 127
Fort Worth, TX 76109
Phone (817) 554-1805
Robert Maloy

SITE PLAN

Scale: 1" = 40'-0"

0 20' 40' 80'

N

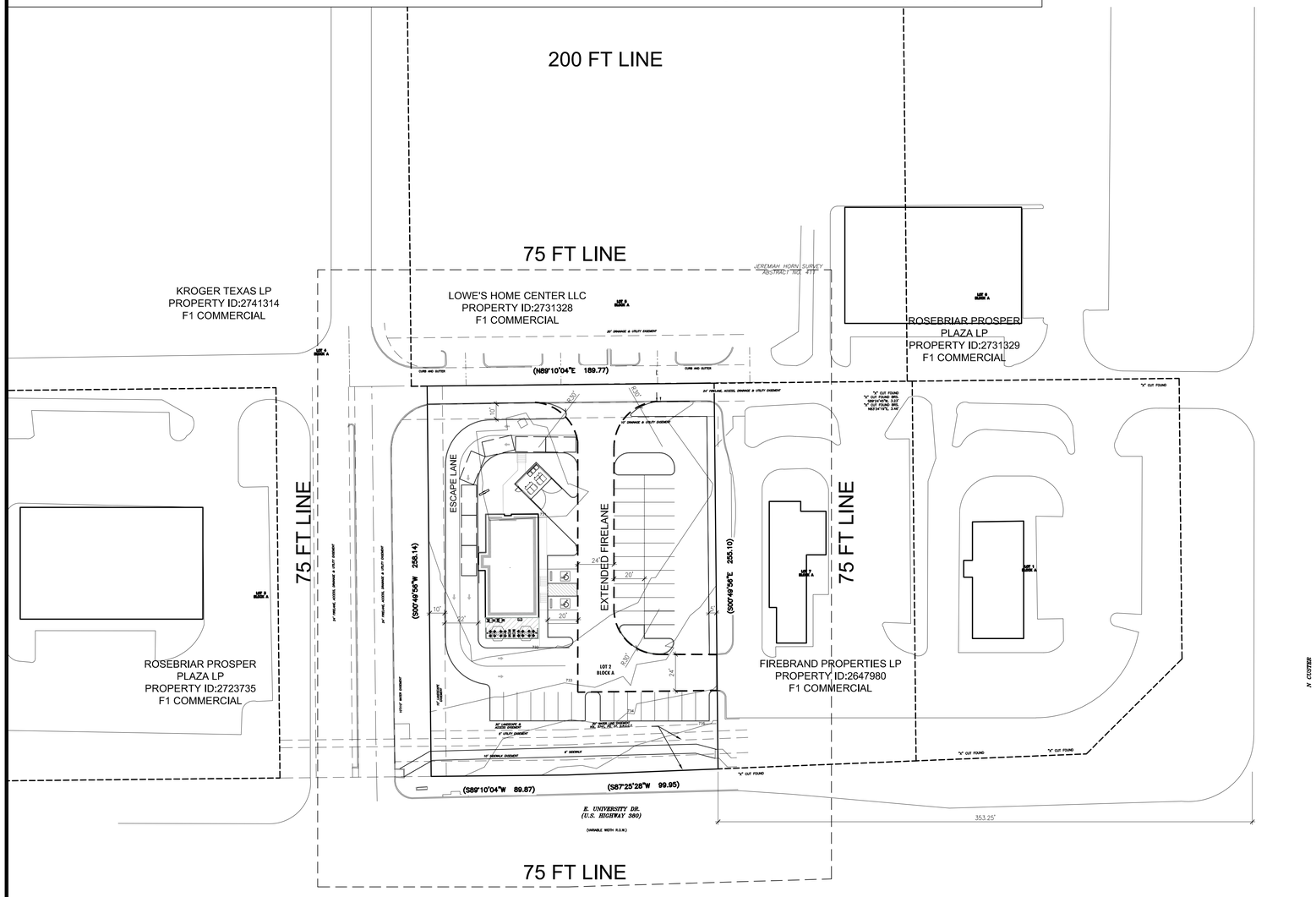
identityARCHITECTS
111 Travis Street, Houston, Texas 77002
www.identityarchitects.com 713.595.2150

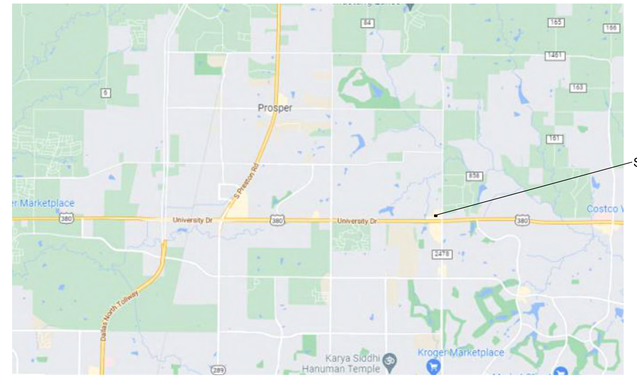
EXHIBIT A

January 14, 2022

PROSPER PLAZA
TRACT 1 LOT 2 BLOCK A
VOLUME 2009, PAGE 140 O.P.R.C.C.T
JEREMIAH HORN SURVEY, ABSTRACT NO. 411
1.121 ACRES

S22-0002 SPECIFIC USE PERMIT (SITE PLAN)





VICINITY MAP

Scale: NTS

STANDARD 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 GRATER 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 ACCESSABILITY SHALL CONFORM TO THE AMERICANS WIT HDISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT T BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL E 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 THE THE APPROVED FACADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIC (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 STANDERDS.
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 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.

ZONING:		COMMERCIAL
PROPOSED USE:		RESTAURANT
LOT AREA:		48,835 SF 1.121 ACRES
BUILDING AREA (GROSS):		2,400 SF
BUILDING HEIGHT:		19 FT 4 IN
LOT COVERAGE:(%):		4.9%
FLOOR AREA RATIO:		0.05:1
TOTAL PARKING REQUIRED (W/RATIO):		29 PS
PATIO 1PS/100SF	5 PS	
RESTAURANT 1 PS/100 SF	24 PS	
TOTAL PARKING PROVIDED:		42 PS
NUMBER OF HANDICAPPED SPACES REQUIRED:		2 PS
NUMBER OF HANDICAP SPACES PROVIDED:		2 PS
PERCENTAGE OF LANDSCAPE REQUIRED (% AND SF):		10% 4,884 SF
PERCENTAGE OF LANDSCAPE PROVIDED (% AND SF):		27% 13,207 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE:		35,628 SF

OWNER:

WS Residential Investments LLC
170 Westcott
Houston, TX 77007
Phone (281) 816-6550
Eric Walker

APPLICANT:

Identity Architects
111 Travis St
Houston, TX 77002
Phone (713) 595-2191
William Kalkman

SURVEYOR:

Landpoint
6410 Southwest Blvd Ste 127
Fort Worth, TX 76109
Phone (817) 554-1805
Robert Maloy

SITE PLAN

Scale: 1" = 40'-0"

0 20' 40' 80'

N

EXHIBIT B

May 10, 2022

PROSPER PLAZA
TRACT 1 LOT 2 BLOCK A
VOLUME 2009, PAGE 140 O.P.R.C.C.T
JEREMIAH HORN SURVEY, ABSTRACT NO. 411
1.121 ACRES

identityARCHITECTS
111 Travis Street, Houston, Texas 77002
www.identityarchitects.com 713.595.2150

PLANT SCHEDULE

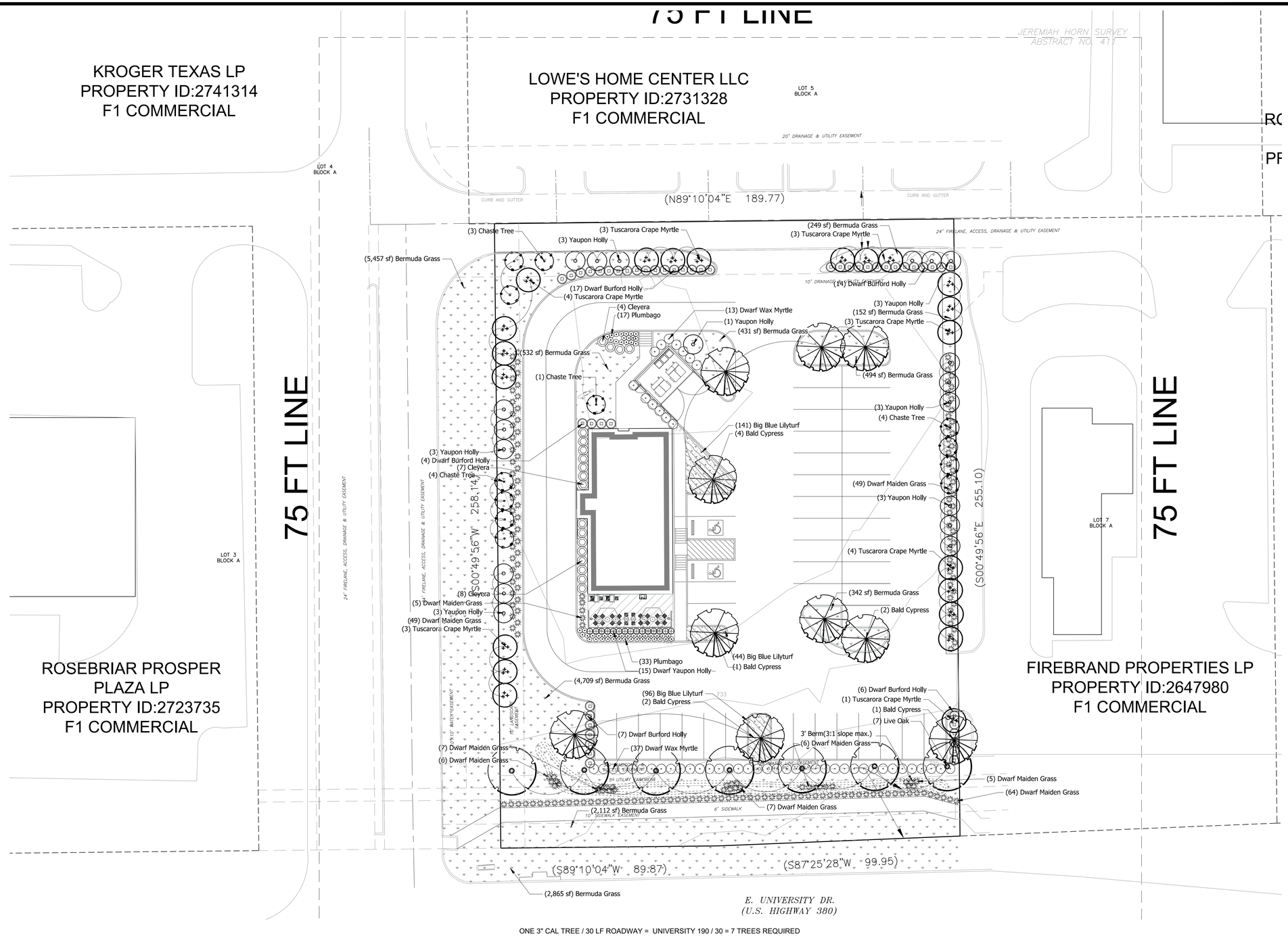
TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	19	Ilex vomitoria Yaupon Holly	30 gal.
	21	Lagerstroemia indica x fauriei 'Tuscarora' Tuscarora Crape Myrtle	30 gal.
	7	Quercus virginiana Live Oak	3" Cal.
	10	Taxodium distichum Bald Cypress	3" Cal.
	12	Vitex agnus-castus Chaste Tree	30 gal.

SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	19	Cleyera japonica Cleyera	3 gal.
	48	Ilex cornuta 'Burfordii Nana' Dwarf Burford Holly	5 gal.
	15	Ilex vomitoria 'Nana' Dwarf Yaupon Holly	3 gal.
	198	Miscanthus sinensis 'Little Kitten' Dwarf Maiden Grass	5 gal.
	51	Myrica pusilla Dwarf Wax Myrtle	5 gal.
	50	Plumbago auriculata Plumbago	3 gal.

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	17,523 sf	Cynodon dactylon '419 Hybrid' Bermuda Grass	sod	
	281	Liriope muscari 'Big Blue' Big Blue Lilyturf	1 gal.	18" o.c.

Town of Prosper landscape general notes

1) Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
3) All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
4) Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
5) Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth.
6) Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
7) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
8) Trees shall not be planted deeper than the base of the "trunk flare".
9) The tree pit shall be backfilled with native topsoil free of rock and other debris.
10) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
11) Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
12) A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
13) No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
14) Topsoil shall be a minimum of eight (8) inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
15) All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
16) Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of fourteen (14) feet.
17) A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
18) Trees planted on a slope shall have the tree well at the average grad of slope.
19) No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of fixed paving.
20) The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
21) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within thirty (30) days unless otherwise approved in writing by the Town of Prosper.
22) Landscape and open areas shall be kept free of trash, litter, and weeds.
23) An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the Building Inspection Division is required for each irrigation system.
24) No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
25) No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical).
78
26) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance.
27) All walkways shall meet ADA and TAS requirements.
28) Contact Town of Prosper Parks and Recreation Division at (972) 569-1160 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
29) Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
30) Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.



Scale: 1" = 20'-0"

0 10' 20' 40'

N

TOTAL PARKING REQUIRED (W/RATIO):		29 PS
PATIO 1PS/100SF	5 PS	
RESTAURANT 1 PS/100 SF	24 PS	
TOTAL PARKING PROVIDED:		42 PS
NUMBER OF HANDICAPPED SPACES REQUIRED:		2 PS
NUMBER OF HANDICAP SPACES PROVIDED:		2 PS
PARKING LANDSCAPE AREA REQUIRED 45 X15 = 630 SF		
PARKING LANDSCAPE PROVIDED = 1341 SF		
PERCENTAGE OF LANDSCAPE REQUIRED (% AND SF):		10% 4,884 SF
PERCENTAGE OF LANDSCAPE PROVIDED (% AND SF):		27% 13,207 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE:		35,628 SF

ONE 3" CAL TREE / 30 LF ROADWAY = UNIVERSITY 190 / 30 = 7 TREES REQUIRED
7 3" LIVE OAK PROVIDED
15 5 GAL SHRUBS FOR EVERY STREET TREE REQUIRED 7 X 15 = 95 SHRUBS REQUIRED
95 SHRUBS PROVIDED

ONE SMALL TREE, ONE 5 GAL SHRUB EVERY 15 LF PERIMETER LANDSCAPING
EAST PROPERTY LINE 255'/15 = 17 TREES & 17 SHRUBS REQUIRED
17 TREES & 49 SHRUBS PROVIDED

WEST PROPERTY LINE 258'/15 = 17 TREES & 17 SHRUBS REQUIRED
17 TREES & 49 SHRUBS PROVIDED

NORTH PROPERTY LINE 190'/15 = 13 TREES & 13 SHRUBS REQUIRED
15 TREES & 31 SHRUBS PROVIDED

EXHIBIT C LANDSCAPE PLAN

May 10, 2022

US-380 & CUSTER RD.
PROSPER, TX
124-22-157 Landscape Base 4

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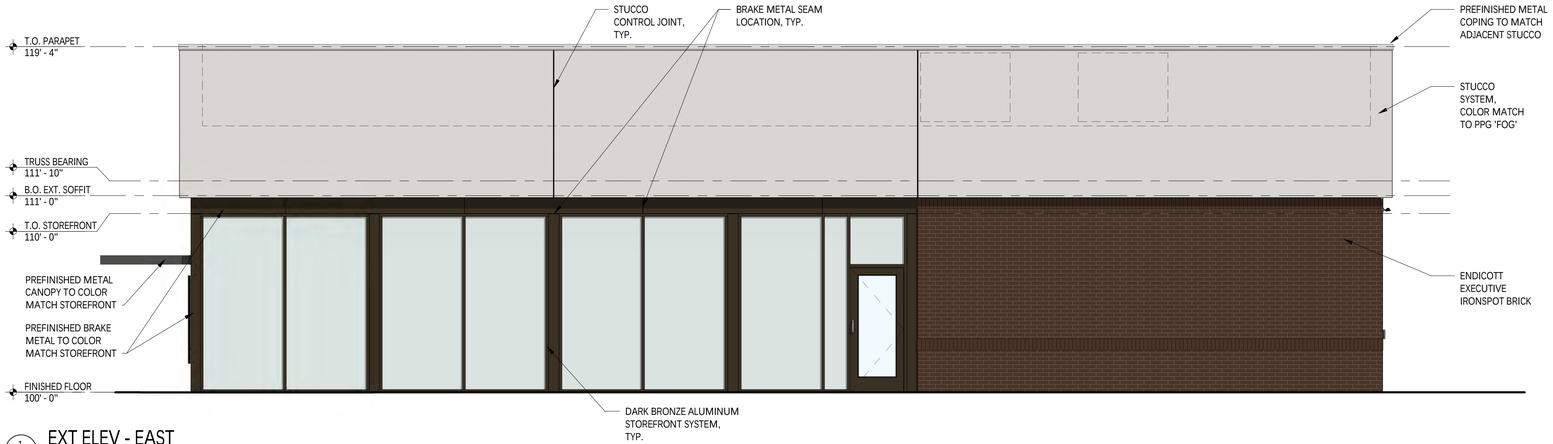
identityARCHITECTS
111 Travis Street, Houston, Texas 77002
www.identityarchitects.com 713.595.2150

C:\Users\CMBLA\Dropbox (CMBLA)\CMBLA Team Folder\124-Identity Architects\124-22-157 NWQ Us380 Prosper TX 21036-001\124-22-157 Landscape Base 4.dwg plotted by CMBLA on 2022-05-10 at 12:21 PM



1 FPR EXT ELEV - EAST
1/4" = 1'-0"

MATERIAL CALCULATION										
	SOUTH		EAST		NORTH		WEST		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	1395	100	881	100	1357	100	661	100	4294	100
NON-GLAZED DOORS AND WINDOWS	0	0%	0	0%	27	4%	0	0%	27	1%
GLAZED DOORS AND WINDOWS	317	27%	378	29%	8	1%	140	12%	843	20%
TOTAL (WITHOUT FENESTRATIONS)	1167		1291		650		1136		4244	
BRICK (BROWN & IRONSPOT)	507	60%	287	31%	358	60%	492	49%	1644	49%
STUCCO (3 STEP)	290	34%	561	62%	257	40%	464	47%	1572	46%
METAL ACCENT	53	6%	65	7%	0	0%	40	4%	158	5%

FINISH MATERIALS

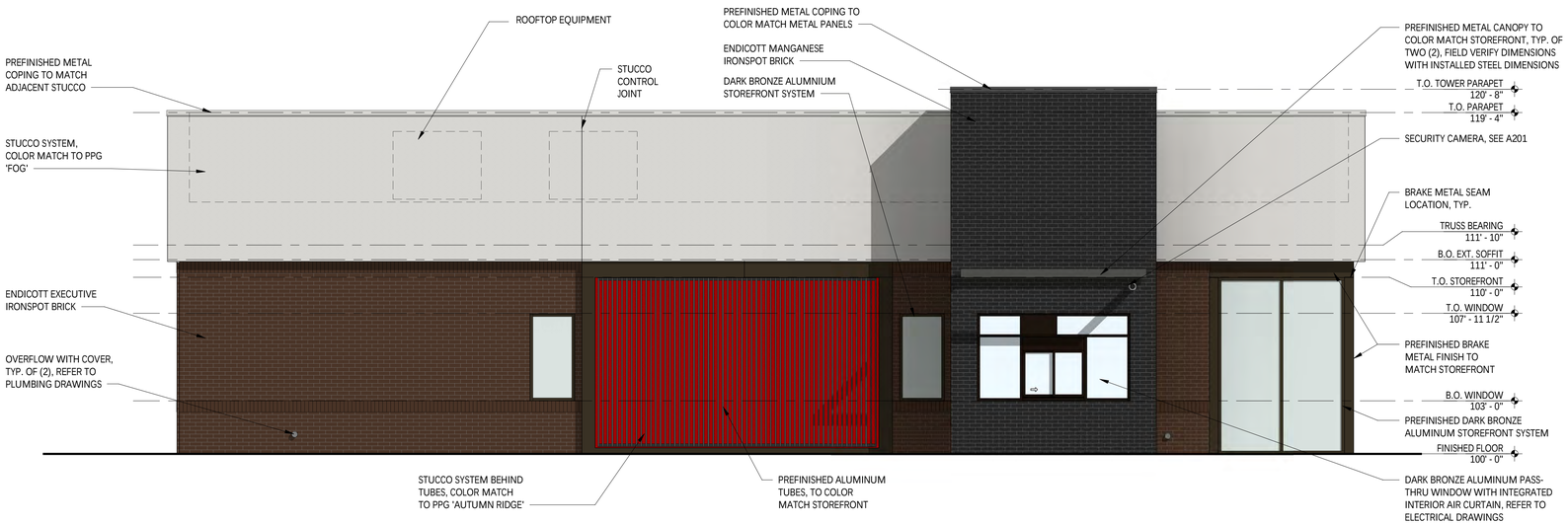
BRICK 1	**ENDICOTT IRONSPOT** EXECUTIVE IRONSPOT THIN BRICK	MT-01	METAL PPG 'KNIGHTS ARMOR'
BRICK 2	**ENDICOTT IRONSPOT** MANGANESE IRONSPOT THIN BRICK	STRFNT	**KAWNEER** DARK BRONZE
STUCCO	3-STEP STUCCO PPG 'FOG'	NOTE: THREE COAT STUCCO IS APPLIED IN THREE LAYERS: 3/8-INCH THICK SCRATCH COAT, 3/8-INCH THICK BROWN COAT, AND APPROXIMATE 1/8 INCH THICK FINISH COAT. THE APPROXIMATELY 7/8-INCH THREE COAT SYSTEM IS APPLIED OVER AN APPROVED WEATHER-RESISTIVE BARRIER AND METAL LATH EITHER BY HAND USING A TROWEL OR BY MACHINE APPLICATION	



2 FPR EXT ELEV - SOUTH
1/4" = 1'-0"



3 FPR EXT ELEV - NORTH
1/4" = 1'-0"



4 FPR EXT ELEV - WEST
1/4" = 1'-0"

GENERAL NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. AN ONSITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ONT HE STRUCTURE UNTIL A GREEN TAG IS RECEIVED BY THE PLANNING DIVISION.
6. AN APPROVED FACADE PLAN SHALL BE POSED ONSITE AT ALL TIMES.

RESTAURANT WITH DRIVE-THRU
PROSPER PLAZA
TRACT 1, BLOCK A, LOT 2

FACADE PLAN: #SC22-0002
SUBMITTAL DATE: 03/28/2022

ARCHITECT:
ROGUE ARCHITECTS
513 MAIN STREET, STE 300
FORT WORTH, TX 76102
CONTACT: ASHLEY MORELAND
T: (817) 820-0433

OWNER:
WS RESIDENTIAL INVESTMENTS, LLC
170 WESTCOTT
HOUSTON, TX 77007
CONTACT: ERIC WALKER
T: (281) 816-6550

SURVEYOR
LANDPOINT
6410 SOUTHWEST BLVD, STE 127
FORT WORTH, TX 76109
CONTACT: ROBERT MALOY
T: (817) 554-1805

Consultant:
ARCHITECT OF RECORD
ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

SEAL



FACADE PLAN - 03/28/22

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CHIPOTLE MEXICAN GRILL, INC.
PO BOX 182566
COLUMBUS, OH 43218-2566
TELEPHONE: 614.318.2400
INTERNET: WWW.CHIPOTLE.COM

STORE NO.: 4429
CUSTER & 380
PROSPER, TX 75078

Issue Record:

Revisions:
1

Drawn: T. GRANDORF
Checked: A. MORELAND

Project No.
ROGUE #22-0032

Contents:
FACADE PLAN

FPR

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**

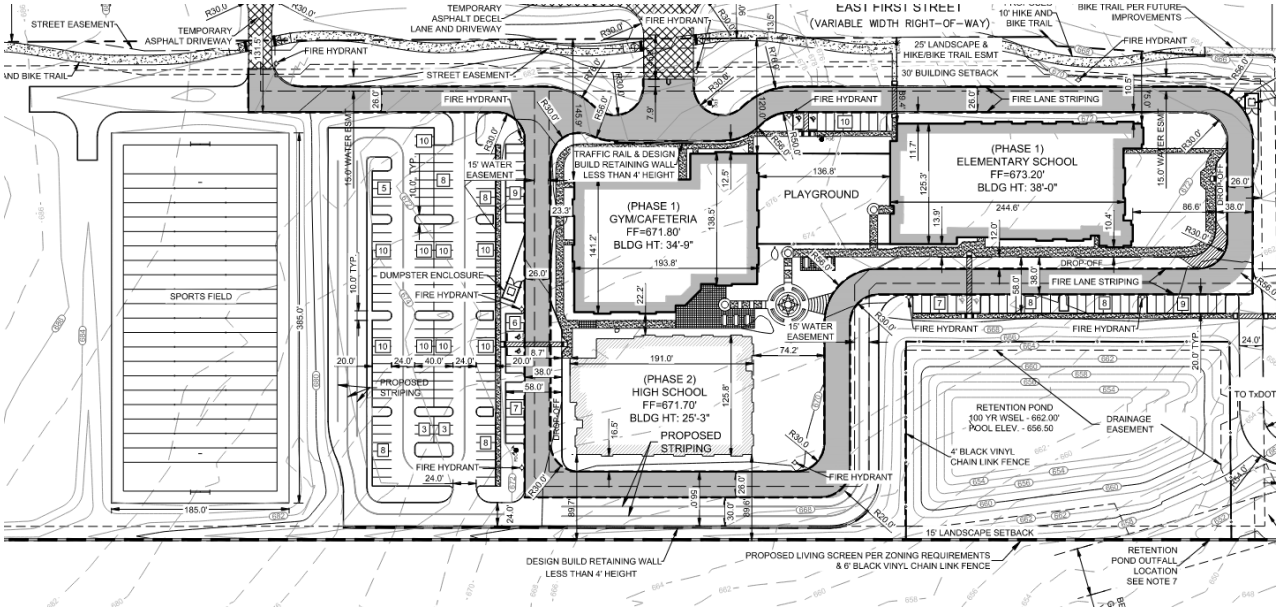
Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a First Amendment to the Development Agreement between Founders Classical Academy of Prosper, and the Town of Prosper, Texas, related to the Founders development.

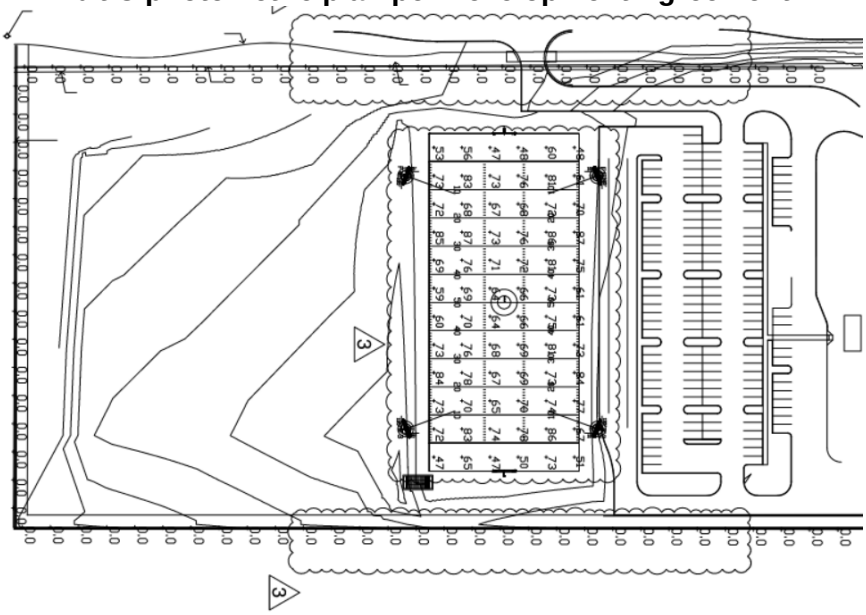
Description of Agenda Item:

On June 2, 2020, a site plan for a charter school (Founders Academy of Prosper) was approved. The Site Plan shows a charter school with a 2-story, 30,541 square-foot elementary school, a 1-story, 26,424 square-foot gym and cafeteria, and a sports field.



On March 23, 2021, the Town Council approved a development agreement including, but not limited to, building material, outdoor lighting standards, and portable temporary buildings. More specifically per the agreement, all outdoor lighting standards shall comply with a 0.0-foot candle reading as shown on Exhibit C photometric plan.

Exhibit C photometric plan per Development Agreement



Upon initial inspection which took place on September 10, 2021, photometric measurements were not in conformance with the approved development agreement. The highest measurements were ranging around 0.40-0.50. Two more inspections took place on September 20, 2021 and October 29, 2021. Although improvements have been made by the applicant such as altering the angles of the lights and providing shields to reduce the light pollution, it was still not meeting the requirement of 0.0 reading per the development agreement.

The applicant has requested a revised Development Agreement to modify the outdoor lighting standards to follow the Town requirements. Per the ordinance, all nonresidential shall follow a 0.25 measurement toward any residential use and a 0.50 measurement toward any right-of-way. Staff and the applicant met on February 26, 2022 and confirmed that the measurement do meet the Town requirements. Highest measurements were ranging from 0.10-0.15 measurements.

The purpose of the requirement in the Zoning Ordinance is to minimize and contain light pollution on a subject property.

Legal Obligations and Review:
Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality.

Attached Documents:
1. Amended Development Agreement

Staff Recommendation:

Staff recommends the Town Council authorize the Town Manager to execute a First Amendment to the Development Agreement between Founders Classical Academy of Prosper, and the Town of Prosper, Texas, related to the Founders development.

Proposed Motion:

I move to authorize the Town Manager to execute a First Amendment to the Development Agreement between Founders Classical Academy of Prosper, and the Town of Prosper, Texas, related to the Founders development.

FIRST AMENDMENT TO DEVELOPMENT/INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FOUNDERS CLASSICAL ACADEMY OF PROSPER

THIS FIRST AMENDMENT TO DEVELOPMENT/INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FOUNDERS CLASSICAL ACADEMY OF PROSPER ("First Amendment to Agreement"), is made and entered into this ___ day of _____, 2022, by and between the Town of Prosper, Texas ("Prosper" or the "Town"), and Founders Classical Academy of Prosper, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on or about March 22, 2021, the Town and Founders Classical Academy of Prosper entered into a Development/Interlocal Agreement between the Town of Prosper, Texas, and Founders Classical Academy of Prosper ("Agreement") regarding the construction of a Charter School in the Town, with said Charter School located on property at the southwest corner of First Street and Custer Road in the Town; and

WHEREAS, the Parties mutually desire to amend Paragraph 2, "Outdoor Lighting Standards," contained in the Agreement.

NOW, THEREFORE, the Town and Founders Classical Academy of Prosper hereby agree as follows:

1. **Amendment to Paragraph 2**. Paragraph 2, "Outdoor Lighting Standards," of the Agreement is hereby amended to read as follows:

> "**2. Outdoor Lighting Standards.** All outdoor lighting on the Property shall be designed or positioned so that the maximum illumination at the property line next to any protected residential property shall not exceed one-quarter (1/4) foot-candle and shall not exceed one-half (1/2) foot-candle adjacent to street right-of-way."

2. **Effect of Development Agreement**. Except to the extent referenced in this First Amendment to Agreement, the Agreement shall remain unchanged and in full force and effect.

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

THE 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 _____, 2022, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas

FOUNDERS CLASSICAL ACADEMY OF PROSPER, a Texas nonprofit corporation

By: Robert Davison
Robert Davison, Chief Operating Officer

Approved as to Form:

Chris Baumann, Chief Legal Officer

STATE OF TEXAS)
)
COUNTY OF COLLIN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Robert Davison, the Chief Operating Officer of Founders Classical Academy of Prosper, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 3RD day of MAY, 2022.

ROB FLORES
NOTARY PUBLIC - STATE OF TEXAS
ID# 13064171-4
COMM. EXP. 04-28-2024

Rob Flores #13064171-4
Notary public in and for the State of Texas
My commission expires: 4/28/2024

ResponsiveEd®

Austin Tull
(214) 772-8226 cell
atull@responsiveed.com

June 10, 2022

Town of Prosper
Planning Department
250 W First St
Prosper, TX 75078

RE: Request to Amend Development/Interlocal Agreement between the Town of Prosper, Texas, and Founders Classical Academy of Prosper

To Town Planning Staff and Town Council,

Responsive Education Solutions, an open-enrollment public charter school, would like to request that the development agreement between the Town of Prosper and Founders Classical Academy of Prosper be amended to change the foot-candle requirement at the southern property line from 0.00 to 0.25 in accordance with Town Ordinance.

The reason for this request is that upon investigation, the 0.00 foot-candle requirement is technically infeasible as ambient light from the moon and any other light sources will generate a minimum foot-candle level of 0.01. The incorporation of a 0.00 footcandle requirement in the original development agreement was therefore made in error. Additionally, our organization's intent was to show compliance with Town Ordinance regulating outdoor lighting in the original development agreement.

Responsive Education Solutions has worked directly with Town staff to correct any outdoor lighting levels that were not in compliance with relevant ordinances. As means of verification of compliance, members of Responsive Education Solutions, our general contractor, lighting vendor, and Town staff met on-site on February 22, 2022, and verified that the current lighting levels are in compliance with the Town ordinance.

With these factors in mind, we believe it to be fair and reasonable to amend the development agreement to reflect the Town ordinance of 0.25 foot-candles at the affected property line.

Sincerely,

RESPONSIVE EDUCATION SOLUTIONS

Austin Tull

Austin Tull
Senior Project Manager – Responsive Education Solutions

FINANCE DEPARTMENT

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Betty Pamplin, Finance Director**

Through: **Harlan Jefferson, Town Manager**
Bob Scott, Executive Director of Administrative Services

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon an ordinance amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget). (BP)

Description of Agenda Item:

General Fund Administration

Staff has reviewed year to date revenues and expenditures and adequate funding is available to fund the requested changes and maintain fund balance over the minimum requirement. Revenues have been amended to reflect current year end estimates as projected at this time. Non-recurring costs total $73,220 and recurring costs total $194,965 for a total request of $218,185.

Energov Business Management Suite

Additional funding is being requested to enhance the Energov software implementation that is currently being deployed for Development Services. The business management suite add-on is necessary to continue invoicing for contractor registration. Also included is a Decision Engine module which will function as a "chat bot" feature for end users once built out and deployed. Non-recurring costs of $34,400 are being requested with a recurring annual cost of $30,500 to be carried forward in the fiscal year 2022/2023 budget for a total request of $64,900.

Assistant Finance Director

The Assistant Finance Director is being requested to assist with oversight and management of the Town's budget process to reduce workload off the Finance Director and provide for better segregation of duties. The Finance Director currently oversees all aspects of the budget along with all other areas of responsibility. This is an approximate ten-month process. In previous years other staff members were able to assist with a small portion of the budget process, but with staff vacancies and increasing duties in the department this is no longer possible. The Assistant Finance Director will also be able to assist with the implementation of the Enterprise Resource Planning (ERP). Non-recurring costs of $4,440 are being requested with recurring annual costs of $47,419 (3 months' salary) to be carried forward in the fiscal year 2022/2023 fiscal year budget for a total request of $52,859.

HR Specialist

An HR Specialist is being requested to assist the HR Generalist with the hiring process for new employees. The Human Resources department currently has one position dedicated to all aspects of the hiring process. In the prior year 63 employees were hired and 3,000 applications were processed and through April the department has already hired 65 employees and processed 2,143 applications. In the current year in addition to the normal turnover there were 34.5 new positions approved as part of the budget process. To stay ahead of the process, it is important for HR to have their position posted and filled ahead of the other department's positions being approved along with the budget process. Non-recurring costs of $17,870 are being requested with recurring annual costs of $23,167 (3 months' salary) to be carried forward in the fiscal year 2022/2023 fiscal year budget for a total request of $41,037.

Technical Project Manager/Business Systems Analyst

A Technical Project Manager/Business Systems Analyst is being requested to assist with the oversight and management of the ERP selection and implementation process. This position is of particular importance as the Town begins the new ERP system's implementation, which is on an accelerated schedule due to deadlines imposed by the current ERP vendor, STW. This position will be the in-house project manager focused on ensuring a successful ERP implementation and customization as well as the following: adding/modifying workflows within all Town line-of-business (LOB) platforms and engaging in business process solicitation and CPI-style enhancements for translating paper-based or legacy-workflows into the new LOB platforms; and reporting, dashboarding, and data-mining of all LOB databases to generate interactive reporting for managers to track workflow metrics, compile datasets as statutorily required, and provide data storytelling for presenting insights to staff, citizens, and council. Non-recurring costs of $16,510 are being requested with recurring annual costs of $43,879 (3 months' salary) to be carried forward in the fiscal year 2022/2023 fiscal year budget for a total request of $60,389.

Budget Impact:

The General Fund revenues will increase by $2,711,462 and expenditures will increase by $218,185.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends approval of amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget) to provide funding increased expenditures in the General Fund.

Proposed Motion:

I move to approve amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget) to provide funding increased expenditures in the General Fund.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-XX**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2021-55 (FY 2021-2022 BUDGET) TO FUND INCREASED EXPENDITURES OF $218,185 IN THE GENERAL FUND BUDGET; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper"), to amend Ordinance No. 2021-55 (FY 2021-2022 Budget) for the purposes listed in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, the changes will result in budgeted funds being allocated and an overall net increase in the budget for funding from fund balance.

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

Amendment to Ordinance No. 2021-55 (FY 2021-2022 Budget). Ordinance No. 2021-55 (FY 2021-2022 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3

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

SECTION 4

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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5

Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF JUNE, 2022.

TOWN OF PROSPER, TEXAS

_____
David F. Bristol, Mayor

ATTEST TO:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2021-2022
June 14, 2022

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Property Tax	19,266,473	19,266,473	19,320,044	53,571
Sales Tax	8,077,237	8,077,237	9,226,963	1,149,726
Franchise Fees	1,997,889	1,997,889	2,289,984	292,095
License, Fees & Permits	5,068,480	5,068,480	5,708,005	639,525
Charges for Services	583,724	583,724	915,324	331,600
Fines & Warrants	325,500	325,500	250,425	(75,075)
Grants	232,914	232,914	212,645	(20,269)
Investment Income	70,000	70,000	90,000	20,000
Transfers In	1,100,514	1,100,514	1,100,514	-
Miscellaneous	132,850	132,850	223,889	91,039
Park Fees	441,500	441,500	670,750	229,250
Total	**$ 37,297,081**	**$ 37,297,081**	**$ 40,008,543**	**$ 2,711,462**
Expenditures:				
Administration	7,222,692	8,402,210	8,620,395	218,185
Police Services	6,520,223	6,789,149	6,789,149	-
Fire Services	8,738,347	10,801,074	10,801,074	-
Public Works	3,697,980	4,287,649	4,287,649	-
Community Services	6,575,735	6,953,096	6,953,096	-
Development Services	4,211,352	4,589,655	4,589,655	-
Engineering	4,175,692	4,236,573	4,236,573	-
Total	**$ 41,142,021**	**$ 46,059,406**	**$ 46,277,591**	**$ 218,185**

Total Revenue	**$ 2,711,462.00**
Total Expenditures	**$ 218,185.00**
Net Effect All Funds	**$ 2,493,277.00**

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Receive an update regarding schematic design for Fire Station No. 4.

Description of Agenda Item:

BRW has completed 100% Schematic Design of the new Fire Station No. 4. The schematic drawings and floor plans are included. CCM Construction Services, a third-party cost estimator utilized by Brown Reynolds Watford Architects (BRW) Inc., provided a preliminary budget estimate based on early-stage conclusions. These estimates have been reviewed and staff is working with the architect on multiple areas resulting in cost savings. Once the Construction Manager at Risk is approved, the cost estimation will be reviewed, and the design costs will be further validated to bring the project into budget.

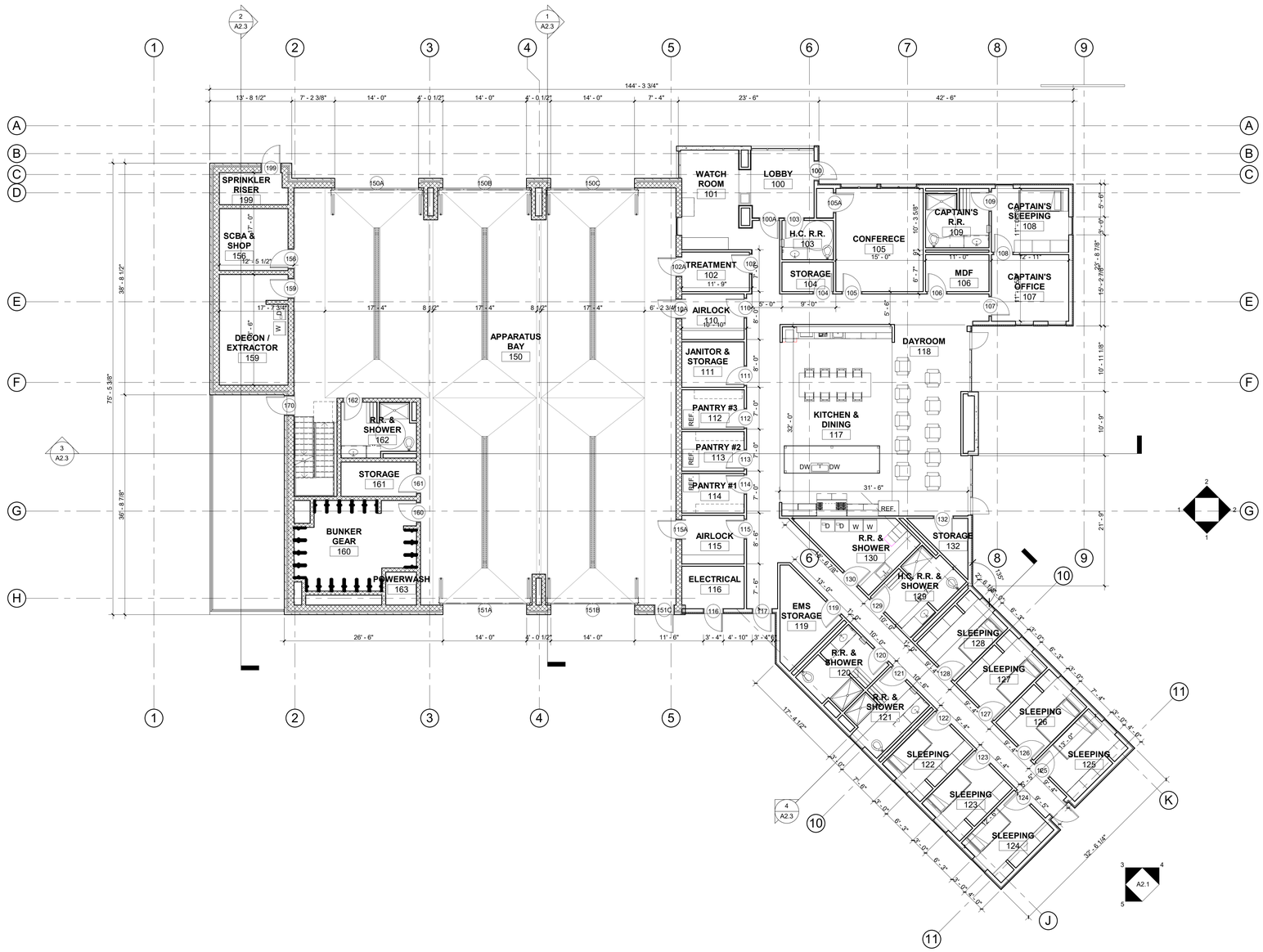
Attached Documents:

1. Floor Plan
2. Exterior Perspectives
3. Budget Analysis

Town Staff Recommendation:

Town Staff is requesting the Town Council provide feedback on the proposed schematic design.

KEYNOTES



1 FIRST FLOOR PLAN

1/8" = 1'-0"

BROWN REYNOLDS WATFORD ARCHITECTS
3333 TRAVIS STREET
SUITE 230
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

COPYRIGHT © 2022
BROWN REYNOLDS WATFORD ARCHITECTS, INC.

DATE 06/02/2022
DRAWN BY Author
CHECKED BY Checker
BRW PROJECT NUMBER 22111000

TOWN OF PROSPER
TOWN OF PROSPER FIRE STATION No. 4
PROJECT ADDRESS

NO.	REVISION	DATE

A1.1

FIRST FLOOR PLAN

BROWN REYNOLDS WATFORD
ARCHITECTS
3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214.528.8704
WWW.BRWARCH.COM

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BROWN REYNOLDS WATFORD ARCHITECTS, INC.

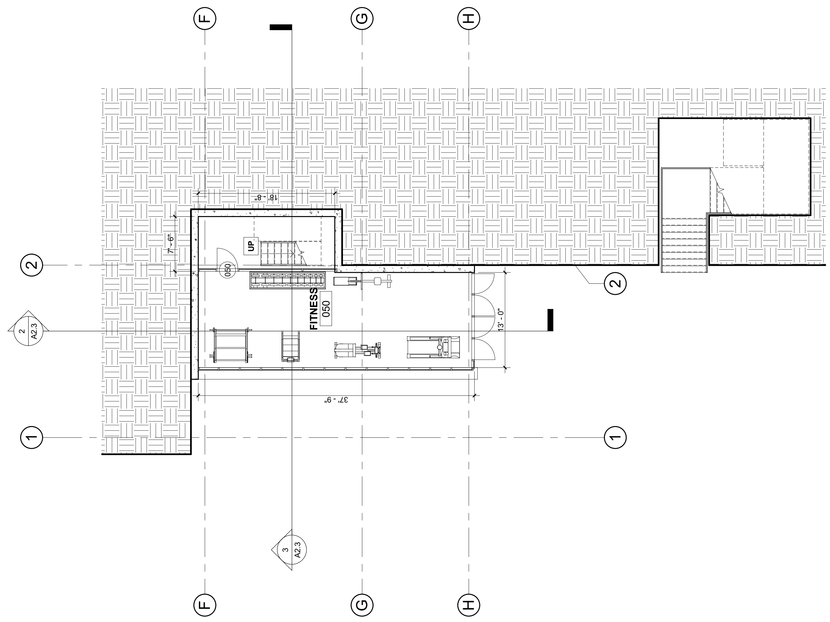
DATE	06/02/2022
DRAWN BY	Author
CHECKED BY	Checker
BRW PROJECT NUMBER	221100O

TOWN OF PROSPER
TOWN OF PROSPER FIRE STATION No. 4
PROJECT ADDRESS

NO.	REVISION	DATE

A1.2
LOWER FLOOR PLAN

KEYNOTES



1 FITNESS ROOM FLOOR PLAN
1/8" = 1'-0"


4
FIRE STATION No.4

Fire Station 4 Construction Project			
Budget for Fire Station 4 Project	**Budget**	**Expenditures to Date**	**Remaining Balance**
Professional Services Budget - 750-5410-1000-2137-FC	$ 623,380.00	$ 74,582.98	$ 548,797.02
Other Development Costs - 750-5410-10-00-2203-FC	$ 601,620.00	$ 8,250.00	$ 593,370.00
Construction of Facility -750-6610-10-00-2205-FC	$ 6,000,000.00	$ -	$ 6,000,000.00
Furniture, Fixtures & Equipment -750-6610-10-00-2206-FC	$ 775,000.00	$ -	$ 775,000.00
Total Project	$ 8,000,000.00	$ 82,832.98	$ 7,917,167.02

Note: Expenditures include CMAR General Conditions Cost Fee and Pre-Construction Services Fees

BROWN REYNOLDS WATFORD ARCHITECTS BRW

3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

Project Schedule

Town of Prosper Fire Station No. 4
Last Updated: March 11, 2022

---

1. Pre-Design
    - Site Survey — December 9, 2021
    - **Project Kick-Off / Programming Confirmation Meeting** — **January 27, 2022**
    - Station Tours - TBD — Early February

2. Schematic Design / Scope to Budget Alignment — (16 Weeks)
    - NTP — February 10
    - **25% Schematic Design Review Meeting** — **February 24**
    - **50% Schematic Design Review Meeting** — **April 7**
    - Send Cost Package to CCM — May 12
    - **100% Schematic Design Review Meeting** — **June 2**
        - Pricing Review
        - Begin Owner review period
    - CMaR Approval (Town Council Meeting) — June 14

3. Design Development — (7 Weeks)
    - NTP — June 14
        - Receive 100% SD Owner comments
    - **50% Design Development** — **July 7**
        - Begin CMAR Pricing Package #1
    - **100% Design Development Review Meeting** — **July 28**
        - CMAR Pricing Package #1 Review Meeting
        - Begin Owner review period
    - Town Council Meeting — August 9

4. Construction Documents — (14 Weeks)
    - NTP — August 9
        - Receive 100% DD Owner comments
    - **50% Construction Documents Review Meeting** — **September 22**
        - Begin CMAR Pricing Package #2
    - Receive 50% CD Owner Comments — September 29
    - CMAR Pricing Package #2 Review Meeting — October 6
    - Submit Site Permit Package to Town — October 25
    - **95% Construction Documents Review Meeting** — **October 13**
        - CMAR Pricing Update
    - *Town Council Meeting (If Needed)* — *November 8*

• ***100% CDs Complete (no meeting)***	***November 17***
• Begin TAS Review	
• Submit Building Permit Package	
5. GMP Award	(12 Weeks)
• Release GMP Package to CMaR	November 17
• CMaR Pricing	November 17 - December 2022
• GMP Council Approval	January 10, 2023
6. Construction	(14-15 Months)
• Notice-To-Proceed	January 2023
• Substantial Completion	March - April 2024
• Owner operations commence	March - April 2024

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – June 14, 2022**

Agenda Item:

Consider and act upon awarding RFP No. 2022-46-B Construction Manager-At-Risk for Prosper Fire Station No. 4 to Pogue Construction Co., LP; and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

On November 9, 2021, the Town Council approved an agreement with Brown Reynolds Watford Architects (BRW) for the architectural and engineering design services for Prosper Fire Station No. 4. BRW requested that the Town select a Construction Manager-At-Risk (CMAR) no later than June 2022, to maximize the benefits of pre-construction services early in the design process.

On April 28, 2022, at 10:30 AM, five proposals were received for the Construction Manager-At-Risk for Prosper Fire Station No. 4. The project was advertised using the Construction Manager-At-Risk alternative construction method to award the project to the contractor that offers the best value proposal based on the following criteria:

- Overall Ability to Meet Town Objectives (10%)
- Experience with Similar Facility Construction (20%)
- Qualifications of Project Personnel (20%)
- References (10%)
- Cost Proposal (40%)

Utilizing the construction budget of $6,000,000.00 for evaluation purposes, the cost proposals ranged between $689,439.86 and $1,019,176.00. The Pre-Construction Services fee and the General Conditions Cost fee are hard costs. The CMAR fee is a percentage of the construction cost, so the actual amount is unknown until design is complete, the CMAR bids out the trades, and a Guaranteed Maximum Price is negotiated.

The evaluation committee was comprised of 11 members representing Fire, Police, Development Services, Administrative Services, Building Inspections, Information Technology, and the Town's contracted architect for this project. Upon completion of the evaluation, Pogue Construction Co., LP, was the top-ranked contractor.

Pogue Construction Co., LP, was previously selected as the Town's CMAR for the Central Fire Station and Fire Administration Building currently under construction. They have also completed Town projects including Fire Station No. 2, Town Hall, and the Police Department and Dispatch Facility. They have extensive fire administration/station construction experience, and staff received favorable responses from references.

Budget Impact:

The entire project budget is $8,000,000.00. The professional services budget for this project is estimated at $623,380.00 and includes the Pre-Construction Services fee of $15,000.00 and will be funded from Professional Services Account No. 750-5410-10-00-2137-FC in FY 22.

The construction budget for this project is $6,000,000.00. The General Conditions Cost fee is $570,039.86 and the CMAR Fee is 1.74% of construction costs. These fees will be included as part of the Guaranteed Maximum Price Amendment funded from Construction Account No. 750-6610-10-00-2205-FC in FY 22 when the Amendment is negotiated.

Legal Obligations and Review:

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

Attached Documents:

1. Evaluation Matrix
2. AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor
3. Addendum to AIA Document A133-2019
4. AIA Document A201-2017 General Conditions of the Contract for Construction
5. Addendum to AIA Document A201-2017

Town Staff Recommendation:

Town staff recommends awarding RFP No. 2022-46-B Construction Manager-At-Risk for Prosper Fire Station No. 4 to Pogue Construction Co., LP; and authorizing the Town Manager to execute documents for the same.

Proposed Motion:

I move to award RFP No. 2022-46-B Construction Manager-At-Risk for Prosper Fire Station No. 4 to Pogue Construction Co., LP; and authorize the Town Manager to execute documents for the same.

RFP NO. 2022-46-B

CONSTRUCTION MANAGER-AT-RISK FOR PROSPER FIRE STATION NO. 4

EVALUATION MATRIX		AUI PARTNERS, LLC		CORE CONSTRUCTION SERVICES OF TEXAS, INC.		HARRISON, WALKER AND HARPER		POGUE CONSTRUCTION CO., LP		TEGRITY CONTRACTORS	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Overall Ability to Meet Town's Objectives	**10%**	3.56	0.36	8.31	0.83	4.19	0.42	9.59	0.96	2.75	0.28
Experience with Similar Facility Construction	**20%**	3.88	0.78	9.25	1.85	3.94	0.79	9.31	1.86	2.25	0.45
Qualifications of Project Personnel	**20%**	3.06	0.61	8.38	1.68	4.06	0.81	9.22	1.84	3.00	0.60
References	**10%**	1.00	0.10	10.00	1.00	10.00	1.00	10.00	1.00	1.00	0.10
Cost Proposal	**40%**	9.52	3.81	8.11	3.24	6.76	2.71	10.00	4.00	9.46	3.78
TOTAL	**100%**		**5.65**		**8.60**		**5.72**		**9.67**		**5.21**

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 14 day of June in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Town of Prosper
250 W. First Street .
Prosper, TX 75078

and the Construction Manager:
(Name, legal status, address, and other information)

Pogue Construction Co., L.P.
1512 Bray Central Dr., Suite 300
McKinney, TX 75069

for the following Project:
(Name, location, and detailed description)

Town of Prosper
Prosper Fire Station No. 4
Prosper, TX 75078

The Architect:
(Name, legal status, address, and other information)

Brown Reynolds Watford Architects, INC (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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7 COST OF THE WORK FOR CONSTRUCTION PHASE

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14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Paragraph No. 2 of the Addendum to A133

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Paragraph No. 3 of the Addendum to A133

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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See Paragraph No. 4 of the Addendum to A133

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Paragraph No. 5 of the Addendum to A133

.2 Construction commencement date:

See Paragraph No. 5 of the Addendum to A133

.3 Substantial Completion date or dates:

See Paragraph No. 5 of the Addendum to A133

.4 Other milestone dates:

See Paragraph No. 5 of the Addendum to A133

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

See Paragraph No. 6 of the Addendum to A133

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

See Paragraph No. 7 of the Addendum to A133

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See Paragraph No. 9 of the Addendum to A133

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

See Paragraph No. 10 of the Addendum to A133

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

See Paragraph No. 11 of the Addendum to A133

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

See Paragraph No. 12 of the Addendum to A133

.2 Civil Engineer:

See Paragraph No. 12 of the Addendum to A133

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

See Paragraph No. 12 of the Addendum to A133

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Fred Clifford, AIA Senior Director
Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204
Email: fclifford@brwarch.com
Phone: 214-528-8704

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Roby Bledsoe
Pogue Construction Co., L.P.
1512 Bray Central Dr., Suite 300
McKinney, TX 75069
Email: rbledsoe@pogueconstruction.com
Phone: 972-529-9401

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See Paragraph No. 13 of the Addendum to A133

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

See Paragraph No. 14 of the Addendum to A133

§ 1.1.15 Other Initial Information on which this Agreement is based:

See Paragraph No. 15 of the Addendum to A133

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

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§ 3.1.13 Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services
Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Paragraph No. 27 of the Addendum to A133

§ 3.2 Guaranteed Maximum Price Proposal
§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria,

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including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

See Paragraph No. 52 of the Addendum to A133

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Paragraph No. 53 of the Addendum to A133

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

See Paragraph No. 56 of the Addendum to A133

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

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(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

See Paragraph No. 58 of the Addendum to A133

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

See Paragraph No. 59 of the Addendum to A133

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See Paragraph No. 60 of the Addendum to A133

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See Paragraph No. 62 of the Addendum to A133

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

See Paragraph No. 63 of the Addendum to A133

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
.3 Expenses of the Construction Manager's principal office and offices other than the site office;
.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

See Paragraph No. 85 of the Addendum to A133

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of

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the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

See Paragraph No. 94 of the Addendum to A133

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§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of

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AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See Paragraph No. 99 of the Addendum to A133

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

See Paragraph No. 101 of the Addendum to A133

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction

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Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Paragraph No. 105 of the Addendum to A133

§ 14.5 Other provisions:

See Paragraph No. 106 of the Addendum to A133

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Addendum to AIA 133	ADDENDUM to The Standard Form of Agreement Between Owner and Construction Manager as Constructor Where the Basis of Payment is the Cost of the Work Plus a fee with a Guaranteed Maximum Price AIA Document A133-2019	06/14/2022	36

.7 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

Town of Prosper	Pogue Construction Co., LP., a Texas Limited Partnership, acting by and through Ben Pogue, LC, a Texas limited liability company, General Partner
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	By: Benjamin P. Pogue, Sole Member of Ben Pogue, LC, a Texas Limited Liability Company
(Printed name and title)	*(Printed name and title)*

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Town of Prosper
250 W. First Street .
Prosper, TX 75078

...

Pogue Construction Co., L.P.
1512 Bray Central Dr., Suite 300
McKinney, TX 75069

...

Town of Prosper
Prosper Fire Station No. 4
Prosper, TX 75078

...

Brown Reynolds Watford Architects, INC (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

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See Paragraph No. 2 of the Addendum to A133

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See Paragraph No. 3 of the Addendum to A133

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See Paragraph No. 4 of the Addendum to A133

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See Paragraph No. 12 of the Addendum to A133

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See Paragraph No. 12 of the Addendum to A133

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See Paragraph No. 12 of the Addendum to A133

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Fred Clifford, AIA Senior Director
Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

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Email: fclifford@brwarch.com
Phone: 214-528-8704

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1512 Bray Central Dr., Suite 300
McKinney, TX 75069
Email: rbledsoe@pogueconstruction.com
Phone: 972-529-9401

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See Paragraph No. 13 of the Addendum to A133

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See Paragraph No. 14 of the Addendum to A133

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See Paragraph No. 27 of the Addendum to A133

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See Paragraph No. 52 of the Addendum to A133

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See Paragraph No. 53 of the Addendum to A133

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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See Paragraph No. 56 of the Addendum to A133

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See Paragraph No. 58 of the Addendum to A133

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See Paragraph No. 59 of the Addendum to A133

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See Paragraph No. 60 of the Addendum to A133

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See Paragraph No. 62 of the Addendum to A133

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(Federal, state or local laws may require payment within a certain period of time.)

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See Paragraph No. 85 of the Addendum to A133

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See Paragraph No. 94 of the Addendum to A133

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See Paragraph No. 99 of the Addendum to A133

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See Paragraph No. 105 of the Addendum to A133

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Town of Prosper	Pogue Construction Co., LP., a Texas Limited Partnership, acting by and through Ben Pogue, LC, a Texas limited liability company, General Partner
...	
	By: Benjamin P. Pogue, Sole Member of Ben Pogue, LC, a Texas Limited Liability Company

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Certification of Document's Authenticity

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I, Ben Pogue, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:48:10 ET on 06/07/2022 under Order No. 2114237620 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Sole Member

(Title)

6/7/2022

(Dated)

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ADDENDUM to
The Standard Form of Agreement Between
Owner and Construction Manager as Constructor
Where the Basis of Payment is the Cost of the Work
Plus a Fee with a Guaranteed Maximum Price
AIA Document A133-2019

This Addendum to the *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, AIA Document A133-2019 ("Addendum") is entered into this 14 day of June, 2022, by and between Pogue Construction Co., L.P., (the "Construction Manager") and the Town of Prosper, Texas, (the "Owner"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, AIA Document A133-2019 (the "Agreement"), as set forth herein below.

W I T N E S S E T H:

WHEREAS, the Owner and Construction Manager desire to enter into the Agreement for the construction of the Town of Prosper Fire Station No. 4, RFP No. 2022-46-B; and

WHEREAS, the Owner and Construction Manager desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

WHEREAS, the Owner and Construction Manager would not enter into the Agreement save and except for the clarifications and revisions contained herein;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, this Addendum shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree to modify the Agreement as follows:

I.

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections and Articles of the Agreement identified herein below as follows:

1. Section 1.1 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1 The Owner's Initial Information on which this Agreement is based is generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings.

2. Section 1.1.1 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.1 The Owner's program for the Project is generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings, and may be further explained in this Section 1.1.1, and modified and defined by and through the process set out in Section 4.1.1.

3. Section 1.1.2 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.2 The Project's physical characteristics are generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings, and may be further explained in this Section 1.1.2.

4. Section 1.1.3 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6, is generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings. The Owner's budget for the Guaranteed Maximum Price may be restated and/or further detailed in this Section 1.1.3 and may be further modified and updated by and through the processes set out in the Contract Documents.

5. Section 1.1.4 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.4 The Owner's anticipated design and construction milestone dates are generally set forth in the Owner's Request for Proposals together with any addenda thereto, if

any, and the Owner's Specifications and Drawings. The Owner's anticipated design and construction milestone dates may be restated and/or further detailed in this Section 1.1.4 and may be further modified and updated by and through the processes set out in the Contract Documents.

6. Section 1.1.5 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, if any, are generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings. The Owner's requirements for accelerated or fast-track scheduling, or phased construction, if any, may be restated and/or further detailed in this Section 1.1.5, and may be further modified and updated by and through the processes set out in the Contract Documents.

7. Section 1.1.6 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.6 The Owner's anticipated Sustainable Objective for the Project, if any, is generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings. The Owner's anticipated Sustainable Objective for the Project, if any, may be restated and/or further detailed in this Section 1.1.6, and may be further modified and updated by and through the processes set out in the Contract Documents.

8. Section 1.1.6.1 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager will complete such other and additional documents as may be agreed to be necessary for a full and complete set of Contract Documents.

9. Section 1.1.7 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.7 Intentionally omitted.

10. Section 1.1.8 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.8 The Owner identifies the following person to initially represent the Town in accordance with Section 4.2, it being understood that such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority and that the Owner reserves the right to replace and/or designate, in writing, one or more persons to represent the Owner.
>
> Bryan Ausenbaugh
> Fire Marshal
> Town of Prosper, Texas
> bausenbaugh@prospertx.gov
> (972) 346-9469 (office)
> (972) 832-5830 (mobile)

11. Section 1.1.9 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.9 Intentionally omitted.

12. Section 1.1.10 and subsections .1, .2 and .3 are hereby amended by deleting said provisions in their entirety and replacing such provisions with the following provision:

> § 1.1.10 The Owner shall retain such consultants and contractors as the Owner deems necessary, which consultants or contractors may include one or more of the following:

13. Section 1.1.13 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

> § 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services is generally set forth in, or can be determined by the Construction Manager based on, the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings.

14. Section 1.1.14 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work is generally set forth in, or can be determined by the Construction Manager based on, the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings.

15. Section 1.1.15 is hereby amended by deleting said provision in its entirety.

16. Section 1.2 is hereby amended by deleting said provision in its entirety and replacing such provision with the following provision:

§ 1.2 The Owner and Construction Manager may generally rely on the Initial Information contained in the Owner's Request for Proposals together with any addenda thereto, if any, and the Owner's Specifications and Drawings. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price.

17. Section 2.1 is hereby amended by deleting the last two sentences of this section.

18. Section 2.3 is hereby amended by deleting Sections 2.3, 2.3.1 and 2.3.2 in their entirety and replacing such provisions with a new Section 2.3, a new Section 2.3.1, and a new Section 2.3.2 to read as follows:

§ 2.3 General Conditions

The General Conditions of the Agreement shall be as set forth in AIA Document A201™-2017, *General Conditions of the Contract for Construction*, as modified by the Addendum to the *General Conditions of the Contract for Construction*, AIA Document A201-2017 (referred to collectively as the "A201-2017 Documents"), which A201-2017 Documents are incorporated herein by reference. Whenever the Agreement or this Addendum refers to AIA Document A201-2017 such reference shall also mean and include the Owner's Addendum to the *General Conditions of the Contract for Construction*, AIA Document A201-2017. The term "Contractor" as used in the A201–2017 Documents shall mean the Construction Manager.

§ 2.3.1 Professional Services

Section 3.12.10 of the A201-2017 Documents shall apply to both the Preconstruction and Construction Phases.

§ 2.3.2 Hazardous Materials

The Construction Manager shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead paint, or other hazardous materials. The Construction Manager shall have no responsibility to initially discover the presence of such hazardous materials on the project site but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Construction Manager or the Construction Manager's consultants to be present on the project site. Provided, however, that these limitations shall not apply if the Construction Manager places or allows such hazardous materials to be placed on the Project site.

19. The opening paragraph of Article 3, "Construction Manager's Responsibilities," is hereby amended by amending the first sentence to read as follows:

The Construction Manager's Preconstruction Phase responsibilities are generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, the Owner's Specifications and Drawings, Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of the A201-2017 Documents.

20. Section 3.1.1 is hereby amended in part by adding the following language to the end of that section:

The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form that is acceptable to the Owner and Architect.

21. Section 3.1.3 is hereby amended in part by adding a new section 3.1.3.4 to read as follows:

§ 3.1.3.4 During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference

with each other, or with the structural or architectural components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Architect in writing.

22. Section 3.1.3 is hereby amended in part by adding a new section 3.1.3.5 to read as follows:

§ 3.1.3.5 Notwithstanding any provision of this Agreement or the A201-2017 Documents to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Project if such conflicts could have been discovered by the Construction Manager through the exercise of reasonable diligence and the Owner and Architect were not informed of such conflicts as required by Section 3.1.3.4. Provided, however, that this provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

23. Section 3.1.4 is hereby amended by deleting said provision in its entirety and replacing said provision with the following provision:

§ 3.1.4 When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall coordinate with the Project schedule already developed by the Architect. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; the occupancy requirements of the Owner; and the proposed dates of Substantial Completion and Final Completion. Updates shall be provided with each estimate of the Cost of the Work required by Section 3.1.6, below, and whenever changes in the proposed Work or conditions may materially alter the latest schedule.

24. Section 3.1.6.2 is hereby amended in part by adding the phrase "until such time as the Owner and the Construction Manager agree on a Guaranteed Maximum Price for the Work" at the end of the first sentence of that section.

25. Section 3.1.6.2 is hereby further amended in part by adding the phrase "to reduce the cost and/or maintain the budget" at the end of the final sentence of that section.

26. Section 3.1.11.2 is hereby amended by deleting said provision in its entirety and replacing said provision with the following provision:

> § 3.1.11.2 The Construction Manager shall seek to develop subcontractor and supplier interest in the Project. All subcontracts shall be awarded pursuant to the procedures set forth in Section 9.1.

27. Section 3.1.14 is hereby amended by deleting said provision in its entirety and replacing said provision with the following provision:

> The Construction Manager's Preconstruction Phase responsibilities are generally set forth in the Owner's Request for Proposals together with any addenda thereto, if any, the Owner's Specifications and Drawings, Sections 3.1 and 3.2 of this Agreement, and in the applicable provisions of the A201-2017 Documents. Notwithstanding the foregoing, such Preconstruction Phase responsibilities may be modified by and through an amendment or change order to this Agreement and/or the Contract Documents.

28. Section 3.2.1 is hereby amended by deleting section 3.2.1 in its entirety and replacing it with a new section 3.2.1 to read as follows:

> § 3.2.1 When the Construction Drawings and Specifications are one hundred percent (100%) complete, or as otherwise agreed by the Owner and Construction Manager, the Construction Manager shall propose a Guaranteed Maximum Price, including contingencies as described in Section 3.2.4, which shall be the sum of the estimated Cost of the Work and the Construction Manager's fee. The Guaranteed Maximum Price shall be proposed no later than 30 days after approval of the Construction Drawings and Specifications by the Owner. The Guaranteed Maximum Price shall be submitted on form AIA A133-2019, Exhibit A, unless otherwise directed by the Owner.

29. Section 3.2.2 is hereby amended by deleting section 3.2.2 in its entirety and replacing it with a new section 3.2.2 to read as follows:

> § 3.2.2 To the extent that the Contract Documents are anticipated to require further development by the Architect, the Construction Manager shall provide in, the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

30. Subsection .2 of section 3.2.3 is hereby amended by deleting said subsection in its entirety and replacing it with a new subsection .2 to read as follows:

> .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal;

31. Subsection .3 of section 3.2.3 is hereby amended by deleting said subsection in its entirety and replacing it with a new subsection .3 to read as follows:

> .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

32. Subsection .4 of section 3.2.3 is hereby amended by deleting the word "and" immediately following the semi-colon.

33. Subsection .5 of section 3.2.3 is hereby amended by deleting said subsection in its entirety and replacing it with a new subsection .5 to read as follows:

> .5 A date by which the Owner must accept the Guaranteed Maximum Price, but in any event not less than sixty (60) days after submission of the Guaranteed Maximum Price; and

34. Section 3.2.3 is hereby amended by adding a new subsection .6 to read as follows:

> .6 A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and

35. Section 3.2.3 is hereby amended by adding a new subsection .7 to read as follows:

> .7 If Owner requests, Construction Manager shall make available for inspection the background documents and information that form the basis of the Construction Manager's Guaranteed Maximum Price proposal.

36. Section 3.2.4 is hereby amended by deleting section 3.2.4 in its entirety and replacing it with a new section 3.2.4 to read as follows:

> In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order (the "Construction Manager's Contingency").

37. Section 3.2.5 is hereby amended by adding the following sentence at the end of section 3.2.5 to read as follows:

> The Owner shall be allowed not less than sixty (60) days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price proposal.

38. Section 3.2.9 is hereby amended by deleting section 3.2.9 in its entirety and replacing it with a new Section 3.2.9 to read as follows:

> § 3.2.9 The Guaranteed Maximum Price shall include no amount for sales or use taxes for which Texas municipal corporations are exempt and for which the Owner has timely provided to the Construction Manager an appropriate tax exemption certificate or other required verification of the Owner's tax-exempt status. Such taxes shall not be reimbursable costs under Article 7.

39. Section 3.2 is hereby amended by adding a new Section 3.2.10, a new Section 3.2.11, and a new Section 3.2.12 to read as follows:

> § 3.2.10 Except with the Owner's prior written consent, the Construction Manager shall not include any allowances in its proposed Guaranteed Maximum Price.
>
> § 3.2.11 By its submission of a Guaranteed Maximum Price proposal, the Construction Manager agrees that any applicable buy-out savings, discounts, rebates, refunds,

unused allowances, other amounts received from the sale of surplus materials and equipment, and other cost savings shall be returned to the Owner without sharing with the Construction Manager, unless the Owner specifically agrees otherwise in writing. Savings shall be identified and submitted with each application for payment submitted by Construction Manager and shall be fully reconciled with the Construction Manager's submission of the final payment application.

§ 3.2.12 The Construction Manager is discouraged from seeking bidder's interest or entering into a transaction with a "related party," as that term is defined by Section 7.8.1, below. If the Construction Manager, nonetheless, concludes that it may be in the Owner's best interest to seek bidder's interest or enter into a transaction with a related party, then the Construction Manager shall comply with Section 7.8.2, below, before seeking bidder's interest or entering into a transaction with a related party.

40. Section 3.3.1.1 is hereby amended by deleting section 3.3.1.1 in its entirety and replacing it with a new section 3.3.1.1 to read as follows:

§ 3.3.1.1 The Construction Phase shall commence upon the issuance to the Construction Manager of the Notice to Proceed for all or a portion of the Work.

41. Section 3.3.1.2 is hereby amended by deleting section 3.3.1.2 in its entirety and replacing it with a new section 3.3.1.2 to read as follows:

§ 3.3.1.2 The Contract Time shall be measured from the date of commencement of the Construction Phase.

42. Section 3.3.1 is hereby amended by adding a new section 3.3.1.3 and a new section 3.3.1.4 to read as follows:

§ 3.3.1.3 The Construction Manager shall achieve Substantial Completion of the entire Work not later than the date set out in the Agreement, subject to adjustment of this Contract Time as provided in the Contract Documents.

§ 3.3.1.4 The Construction Manager and the Construction Manager's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: One Thousand and No/One Hundredths Dollars

($1,000.00) per day or part of a day pursuant to and in accordance section 6.1.6, below.

43. Section 3.3.2.2 is hereby amended by deleting section 3.3.2.2 in its entirety and replacing it with a new section 3.3.2.2 to read as follows:

> § 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of the A201-2017 Documents.

44. Article 3, "Construction Manager's Responsibilities," is hereby amended by adding a new section 3.4 to read as follows:

> § 3.4 The Construction Manager shall be responsible for all construction surveys and staking. Dimensions of Work shall not be determined by scale or rule but figured dimensions shall be followed at all times. The Construction Manager shall compare all drawings and verify all dimensions and shall take any and all measurements necessary to verify the Drawing dimensions in relation to conditions already established at the Project site before laying out the Work. Any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for subsequent errors which could have been avoided.

45. Section 4.1.2 is hereby amended by deleting section 4.1.2 in its entirety and replacing it with a new section 4.1.2 to read as follows:

> § 4.1.2 This Project is a public project governed by Chapter 2253 of the Texas Government Code. Prior to the Owner's execution of the Guaranteed Maximum Price Amendment, the Owner acting by and through the Town Council of the Town of Prosper, Texas, approved the Owner's execution of the Guaranteed Maximum Price Amendment and authorized the expenditure of funds up to, and set aside funds in an amount not to exceed the full amount of the Guaranteed Maximum Price Amendment for the Construction Manager's full and complete performance of the Project in strict accordance with the Contract Documents.

46. Section 4.1.3 is hereby deleted in its entirety.

47. Section 4.1.6 is hereby deleted in its entirety.

48. Section 4.2 is hereby amended by deleting section 4.2 in its entirety and replacing it with a new section 4.2 to read as follows:

> § 4.2 Owner's Designated Representative
>
> The Owner is the Town of Prosper, Texas, acting by and through its Town Council, and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

49. Section 4.2.1 is hereby deleted in its entirety.

50. Section 4.3 is hereby amended by deleting section 4.3 in its entirety and replacing it with a new section 4.3 to read as follows:

> § 4.3 Architect
>
> The Construction Manager's services shall be provided in conjunction with the services of an Architect retained by the Owner. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

51. Article 4, "Owner's Responsibilities," is hereby amended by adding a new section 4.4 to read as follows:

> § 4.4 Inspection and Testing
>
> The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner. Notwithstanding the foregoing, the Construction Manager shall be responsible for the performance of all energy inspections.

52. Section 5.1.1 is hereby amended by inserting the following language in the space, provided for such purpose, following the parenthetical at the end of section 5.1.1:

> Compensation for the pre-construction services described in Sections 3.1 and 3.2 is separate from and in addition to the compensation described in Section 6.1, provided however, if

the Construction Phase does not commence for any reason, the Construction Manager's compensation for the services described in Sections 3.1 and 3.2 shall be a total amount not to exceed Fifteen Thousand and No/One Hundredths Dollars ($ 15,000.00).

53. Section 5.1.2 is hereby deleted in its entirety.

54. Section 5.1.2.1 is hereby deleted in its entirety.

55. Section 5.1.3 is hereby amended by inserting the following phrase in the corresponding spaces provided for such purpose between the phrase "extend beyond" and the phrase "months of" in section 5.1.3:

"Six (6) calendar"

56. Section 5.2.2 is hereby amended by deleting section 5.2.2 in its entirety and replacing it with a new section 5.2.2 to read as follows:

§ 5.2.2 Payments are due and payable 30 days from the date the Construction Manager's application for payment, approved by the Architect, is received by the Owner. Past due payments shall bear interest in accordance with the Texas Prompt Payment Act. No interest shall ever be due on any disputed amounts.

57. Section 6.1.1 is hereby amended by deleting section 6.1.1 in its entirety and replacing it with a new section 6.1.1 to read as follows:

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

58. Section 6.1.2 is hereby amended by deleting section 6.1.2 in its entirety and replacing it with a new section 6.1.2 to read as follows:

The Construction Manager's fee shall be based on one (1) and Seventy-Four/One Hundredths percent (1.74%) of the actual Cost of the Work as defined in Article 7 and less any applicable buy-out savings, discounts, rebates, refunds, unused allowances, other amounts received from the sale of surplus materials and equipment, and other cost savings.

59. Section 6.1.3 is hereby amended by deleting section 6.1.3 in its entirety and replacing it with a new section 6.1.3 to read as follows:

> § 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work shall be by formal written Change Order approved by the Owner.

60. Section 6.1.4 is hereby amended by deleting section 6.1.4 in its entirety and replacing it with a new section 6.1.4 to read as follows:

> § 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall be no more than ten percent (10%) of the subcontractor's cost, for overhead, and shall be no more than five percent (5%) of the subcontractor's cost, for profit:

61. Section 6.1.5 is hereby amended by deleting section 6.1.5 in its entirety and replacing it with a new section 6.1.5 to read as follows:

> § 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00).

62. Section 6.1.6 is hereby amended by deleting Section 6.1.6 in its entirety and replacing it with a new Section 6.1.6 to read as follows:

> § 6.1.6 Liquidated Damages for Failure to Complete on Time.
>
> North Central Texas Council of Governments Standard Specifications for Public Works Construction Standards ("NCTCOG Specifications") Item 108.8, Delays; Extension of Time; Liquidated Damages shall apply, except to the extent it is conflict with, or is otherwise amended by, this Section 6.1.6. The Construction Manager understands and agrees that time is of the essence in performing and completing the Work. The Owner and Construction Manager acknowledge that the actual damages the Owner may sustain if the Construction Manager fails to complete the Work on time are uncertain and will be difficult to ascertain. Consequently, the Construction Manager agrees to pay to the Owner the sum of One Thousand and No/One Hundredths Dollars ($ 1,000.00) for each calendar day or part of a calendar day that completion of any Work required under the Contract Documents is overdue. This amount is payable as reasonable and just compensation for failure to complete the Work on time. This

amount is payable as liquidated damages and not as a penalty.

63. Section 6.1.7 is hereby amended by deleting Section 6.1.7 in its entirety and replacing it with a new Section 6.1.7 to read as follows:

§ 6.1.7 Delays: Extension of Time: Liquidated Damages

In addition to the requirements of NCTCOG Specifications Item 108.8 Delays; Extension of Time; Liquidated Damages, the following provisions shall be applied to Item 108.8 and be incorporated in to the NCTCOG Specifications as Item 108.8.2:

"108.8.2 Unforeseeable Cause

The term "unforeseeable cause" as it is used in Item 108.8 shall mean:

1. An act of God in the form of unusually severe weather conditions, including storms, flood, fire, or similar event, that could not have been anticipated or guarded against and which materially affects the Work site, including access or egress thereto;

2. A riot or war situation actually involving the site or actually preventing the Construction Manager from working on the site, but not including any situation involving suppliers off site other than those essential suppliers as supplied to OWNER;* or

3. An epidemic, pandemic, or quarantine restrictions that actually involves the site and actually prevents the Construction Manager and the Construction Manager's employees and subcontractors from physically working on the site, but not including any situation involving Construction Manager's employees, subcontractors, and suppliers off site other than those essential suppliers as supplied to OWNER,* and then only to the extent that:

a. Construction Manager promptly reports the epidemic, pandemic, or quarantine restrictions to the Owner in writing within five (5) business

days after the epidemic, pandemic, or quarantine restrictions first impact the site;

b. Construction Manager identifies and tracks the work that was prevented from being performed in accordance with the Construction Manager's Gantt Chart for each day lost together with the number of Construction Manager's employees and subcontractors assigned to the performance of such work that were prevented from physically working on the site as a direct result of the epidemic, pandemic, or quarantine restrictions; and

c. The Construction Manager uses its best efforts to identify and hire employees and subcontractors to continue the performance of the Work and fully documents such efforts to perform the work to the extent reasonably practicable given the limitations imposed by the epidemic, pandemic, or quarantine restrictions that impact the site.

4. An unanticipated strike involving the forces actually working on the Project or involving the employees of those essential suppliers,* but no other labor stoppage.

* The Construction Manager must identify its essential suppliers in writing within five (5) business days of the Notice to Proceed. Any suppler that is not so identified shall not be considered an essential supplier justifying an extension of time for a delay caused by an Unforeseeable Cause.

No event shall be deemed an Unforeseeable Cause for the purposes of this Agreement unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Construction Manager could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s)."

64. Section 6.1 is hereby amended by adding a new Section 6.1.8 to read as follows:

§ 6.1.8 Claims for Additional Time.

The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service (Dallas / Fort Worth, TX Weather Forecast Office):

Average Weather Days per Month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3	2	3	2	4	3	3	2	3	3	2	2

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be promptly submitted to the Owner and no later than fourteen (14) days after the event(s) giving rise to such claim. The notice shall, in writing, specify the nature and duration of

the delays or disruptions and the anticipated effect such weather days will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such weather days and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays."

65. Section 6.3.3 is hereby amended by deleting section 6.3.3 in its entirety and replacing it with a new section 6.3.3 to read as follows:

§ 6.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "costs" and "fee" as used in Article 7 of the AIA A201-2017 Documents shall have the meanings assigned to them in the AIA A201-2017 Documents and shall not be modified by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts subject to the written approval of the Owner.

66. Section 6.3.5 is hereby amended by deleting Section 6.3.5 in its entirety and replacing it with a new Section 6.3.5 to read as follows:

§ 6.3.5 In the case of changes in the Work, the fee will be adjusted as provided for in Section 6.1, if both parties agree that the scope of services has changed significantly. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a written change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

67. Section 7.2.4 is hereby amended by deleting Section 7.2.4 in its entirety and replacing it with a new Section 7.2.4 to read as follows:

§ 7.2.4 Costs paid or incurred by the Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, and provided that such costs are directly attributable to work performed on this Project only and percentages of such wages and salaries as set forth in the staff rate sheet provided by Construction Manager for each employee of Construction Manager working on the Project.

68. Section 7.3 is hereby amended by deleting the last four (4) words "subcontracts and this Agreement" and replacing that phrase with the phrase "Guaranteed Maximum Price Amendment."

69. Section 7.4.2 is hereby amended by deleting Section 7.4.2 in its entirety and replacing it with a new Section 7.4.2 to read as follows:

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Construction Manager's property at the completion of the Work and the actual cost of such excess

materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.

70. Section 7.5 is hereby amended by deleting Sections 7.5.4, 7.5.5 and 7.5.6 in their entirety, and replacing Section 7.5.4 with a new Section 7.5.4 to read as follows:

> § 7.5.4 Costs of document reproductions; facsimile transmissions to the extent only that information being transmitted via facsimile cannot be transmitted via email or some Internet protocol; long-distance telephone calls with third-parties unrelated to CMAR; postage and parcel delivery charges for bulky items that cannot be transmitted electronically via email or some Internet protocol; one hard-wired (or "landline") telephone at the site, if necessary, and a pro rata portion of wireless telephone service expenses to the extent only that such wireless telephones are required for use on this Work Site and then only to the extent actually used for the Project; and, reasonable petty cash expenses of the site office subject to Owner's approval of the basis or justification for any and all expenses having a cumulative total in excess of $100.00 in any month.

71. Sections 7.6.1.1 and 7.6.1.2 are hereby deleted in their entirety.

72. Section 7.6.2 is hereby amended by deleting Section 7.6.2 in its entirety and replacing it with a new Section 7.6.2 to read as follows:

> § 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work, for which the Construction Manager is liable, and that are not permanently installed in the Work.

73. Section 7.6.4 is hereby amended by deleting Section 7.6.4 in its entirety and replacing it with a new Section 7.6.4 to read as follows:

> § 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.4.3 of AIA Document A201-2017 or by other provisions of the Contract Documents.

74. Sections 7.6.5 through 7.6.11 are hereby deleted in their entirety.

75. Section 7.7.1 is hereby amended by deleting Section 7.7.1 in its entirety and replacing it with a new Section 7.7.1 to read as follows:

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

76. Sections 7.7.3 and 7.7.4 are hereby deleted in their entirety.

77. Section 7.8.2 is hereby amended by adding the following sentence to the end of that Section: "Transactions with a related party based on any method of compensation other than a lump sum are prohibited."

78. Section 7.9.1 is hereby amended by deleting the phrase "The Cost of the Work shall not include the items listed below" and replacing it with the phrase "The Cost of the Work shall exclude items including, but not limited to, those items listed below."

79. Section 7.9.1 is hereby amended, in part, by deleting Section 7.9.1.6 in its entirety and replacing it with a new Section 7.9.1.6 to read as follows:

§ 7.9.1.6 Costs due to the negligence of the Construction Manager, the Construction Manager's Subcontractors or suppliers, or the failure of the Construction Manager or the Construction Manager's Subcontractors or suppliers to fulfill a specific responsibility to the Owner set forth in this Agreement.

80. Section 8.1 is hereby amended by deleting the first sentence in its entirety.

81. Article 8, "Discounts, Rebates and Refunds," is hereby amended, in part, by inserting the following provision as a new Section 8.3:

§ 8.3 Costs of inspections and testing of work ordered by the Contractor where the work was not performed or completed in accordance with the scheduling of such inspections and testing and the inspection or testing lab is not notified shall be credited to the Owner as a deduction from the Cost of the Work.

82. Section 9.1 is hereby amended by deleting section 9.1 in its entirety and replacing it with a new section 9.1 to read as follows:

§ 9.1 All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the

Owner's approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

.1 The successful bidder's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2 The successful bidder's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and,

.3 A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

Nothing herein shall prevent the Construction Manager from including other notices required or allowed by law. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors' and Construction Manager's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection.

83. Section 9.1.1 is hereby amended by deleting section 9.1.1 in its entirety and replacing it with a new section 9.1.1 to read as follows:

§ 9.1.1 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and (4) offers the best value to the Owner, but the Owner requires that another bid

be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

84. Section 9.2 is hereby amended by deleting Section 9.2 in its entirety and replacing it with a new section 9.2 to read as follows:

> § 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, any adjustments to such a subcontract shall be calculated in accordance with the terms of those subcontracts subject to the written approval of the Owner. In addition, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights regarding the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

85. Section 11.1.3 is hereby amended by deleting Section 11.1.3 in its entirety and replacing it with a new Section 11.1.3 to read as follows:

> § 11.1.3 The Owner will pay an approved Application for Payment within thirty (30) days after the date such approved Application for Payment is received by the Owner from the Architect. Notwithstanding the foregoing the Owner shall not be required to pay any disputed amounts that the Owner believes were erroneously approved by the Architect. Past due payments and any disputed amounts shall bear interest in accordance with the Texas Prompt Payment Act.

86. Section 11.1.4 is hereby amended by adding the following sentence at the end of Section 11.1.4 to read as follows:

> Each Application for Payment shall be accompanied by a release of claims and liens in the form acceptable to the Owner.

87. Section 11.1.5 is hereby amended by deleting Section 11.1.5 in its entirety and replacing it with a new Section 11.1.5 to read as follows:

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work. The Construction Manager's Contingency and the Construction Manager's Fee shall be shown as separate individual items. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

88. Section 11.1.5.1 is hereby amended in part by deleting the second sentence and replacing said sentence with a new sentence to read as follows:

The schedule of values, once approved by the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

89. Section 11.1.5.3 is hereby amended by deleting Section 11.1.5.3 in its entirety and replacing it with a new Section 11.1.5.3 to read as follows:

§ 11.1.5.3 When the Construction Manager allocates costs from the Construction Manager's Contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and the Owner. Similarly, when the Construction Manager shifts costs from one line item to one or more different line items in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and the Owner.

90. Section 11.1.7.1.3 is hereby deleted in its entirety.

91. Section 11.1.7.2.2 is hereby amended by deleting Section 11.1.7.2.2 in its entirety and replacing it with a new Section 11.1.7.2.2 to read as follows:

§ 11.1.7.2.2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

92. Section 11.1.7.2.4 is hereby amended by deleting Section 11.1.7.2.4 in its entirety and replacing it with a new Section 11.1.7.2.4 to read as follows:

§ 11.1.7.2.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;

93. Section 11.1.8 is hereby amended by inserting the following phrase in the corresponding spaces, provided for such purpose, immediately after the phrase "as retainage, from the payment otherwise due":

"Retainage shall be five percent (5%)."

94. Section 11.1.8.2 is hereby deleted in its entirety.

95. Section 11.1.7.7 is hereby amended by deleting Section 11.1.7.7 in its entirety and replacing it with a new Section 11.1.7.7 to read as follows:

§ 11.1.7.7 The Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in Section 9.5 of the A201-2017 Documents;

96. Article 11, "Payments for Construction Phase Services," is hereby amended by adding a new section 11.1.11 to read as follows:

§ 11.1.11 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, §9.3.3 and §9.10.2 of the A201-2017 Documents.

97. Section 11.2.1.1 is hereby amended by deleting the phrase "AIA Document A201-2017" and replacing it with the phrase "A201-2017 Documents."

98. Section 11.2.2 is hereby amended by deleting the phrase "AIA Document A201-2017" and replacing it with the phrase "A201-2017 Documents" in both the second and third sentences of said section.

99. Section 11.2.3 is hereby amended by deleting the phrase "A201-2017" at the end of the first sentence and replacing it with the phrase "A201-2017 Documents."

100. Article 11, "Payments for Construction Phase Services," is hereby amended by adding a new Section 11.2.5 to read as follows:

§ 11.2.5 The Contract shall not have been fully performed until all work required by the Construction Documents including but not limited to the following have been performed:

.1 provision of record or as-built drawings executed or complete in both ".dwg" and ".tiff" formats;

.2 provision of executed or complete certificates of documents evidencing warranties and owner-operators manuals;

.3 provision of all documents evidencing required testing, inspection, verification and other engineering or consulting services required under the construction contract;

.4 insuring agreements and bonds covering all periods of construction and any subsequent periods required under the contract.

101. Article 12, entitled "Dispute Resolution," including all Sections thereof is hereby deleted in its entirety and replaced with a new Article 12 also entitled "Dispute Resolution" to read as follows:

§ 12.1 All disputes arising out of this Agreement shall be resolved in accordance with the provisions of Article 15 of the A201-2017 Documents.

102. Article 13, entitled "Termination or Suspension," including all Sections and Subsections thereof is hereby deleted in its entirety and replaced with a new Article 13 also entitled "Termination or Suspension" to read as follows:

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Prior to execution by both parties of the Guaranteed Maximum Price Amendment, the Owner may terminate this agreement, with or without cause, at any time upon twenty-four hours' notice. In the event such termination is for the convenience of the Owner, the Construction Manager shall be compensated for all Preconstruction Phase services actually performed prior to receipt of notice of termination, not to exceed the compensation set forth in Section 4.1.1.

§ 13.2 Following execution by both parties of the Guaranteed Maximum Price Amendment, the Owner may terminate this

agreement, with or without cause, at any time. In the event such termination is for the convenience of the Owner, the Construction Manager shall be compensated for reasonable costs incurred prior to notice of termination, profits on only that portion of the work actually performed prior to termination, and reasonable demobilization costs.

§ 13.3 Following execution by both parties of the Guaranteed Maximum Price Amendment, if the Project work is stopped for a period of ninety days through no act or fault of the Construction Manager, then the Construction Manager may, upon ten additional days written notice to the Owner, terminate this agreement and recover from the Owner payment for all work actually performed, for any loss sustained upon any materials, tools, equipment, and machinery, and profits on only that portion of the work actually performed prior to termination. If the cause of the work stoppage is removed prior to the end of the ten-day notice period, the Construction Manager may not terminate this agreement.

§ 13.4 The Owner or the Construction Manager may terminate this agreement for cause as provided in Article 14 of the A201-2017 Documents.

103. Section 14.2, "Successors and Assigns," is hereby deleted in its entirety and replaced with a new Section 14.2, "Successors and Assigns," to read as follows:

§ 14.2 Successors and Assigns

The parties' rights with respect to assignment of this Agreement shall be in accordance with Article 13.2 of the General Conditions, AIA A-201-2017.

104. Section 14.3, entitled "Insurance and Bonds," is hereby deleted in its entirety and replaced with a new Section 14.3 also entitled "Insurance and Bonds" to read as follows:

§ 14.3 Insurance and Bonds

For all phases of the Project, the Construction Manager shall purchase and maintain insurance and shall provide bonds in accordance with the Contract Documents and the Request for Proposals.

105. Section 14.4 is hereby deleted in its entirety and replaced with a new Section 14.4, "Conflict of Interest," to read as follows:

§ 14.4 Conflict of Interest

§ 14.4.1 Construction Manager covenants and agrees that Construction Manager and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Construction Manager pursuant to this Agreement will be conducted by employees, associates or subcontractors of Construction Manager.

§ 14.4.2 In addition, to the extent that this Agreement (a) must be approved by the Town's governing body before it may be signed or (b) has a value of $1,000,000, or more, Construction Manager shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time Construction Manager submits this signed Agreement to Owner, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The Construction Manager must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the Construction Manager must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the Owner.

The Owner must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Agreement binds all parties to the Agreement. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the Owner.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/filinginfo/1295/

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

106. Section 14.5 is hereby deleted in its entirety and replaced with a new Section 14.5, "Prohibition on Contracts with Companies Boycotting Israel," to read as follows:

§ 14.5 Prohibition on Contracts with Companies Boycotting Israel.

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement.

Chapter 2270 does not apply to: (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 Construction Manager is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.

107. Article 14, entitled "Miscellaneous Provisions," is hereby further amended by adding a new Section 14.6, "Prohibition on Contracts with Companies Boycotting Energy Companies," to read as follows:

§ 14.6 Prohibition on Contracts with Companies Boycotting Energy Companies.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

108. Article 14, entitled "Miscellaneous Provisions," is hereby further amended by adding a new Section 14.7, "Prohibition on Contracts with Companies Boycotting any Firearm Entity or Firearm Trade Association," to read as follows:

§ 14.7 Prohibition on Contracts with Companies Boycotting any Firearm Entity or Firearm Trade Association.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, 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 have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the

Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

109. Article 15, entitled "Scope of the Agreement," including all Sections and Subsections thereof is hereby deleted in its entirety.

II.

In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect.

III.

This Addendum, when combined with the Agreement contains the entire agreement between Owner and Construction Manager with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions were incorporated therein word for word.

IV.

This Addendum and the Agreement are entered into subject to the Prosper Town Charter and ordinances of Town, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Construction Manager will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Construction Manager's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

V.

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

VI.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

VII.

For purposes of this Addendum, including its intended operation and effect, the parties (Owner and Construction Manager) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Owner or Construction Manager or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Owner or Construction Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

OWNER:

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

Date Signed: _____

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM:

_____

Terrence S. Welch, Town Attorney

CONSTRUCTION MANAGER:

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

Date Signed: 6/7/2022

THE STATE OF TEXAS,
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Harlan Jefferson, Town Manager of the **TOWN OF PROSPER**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the Town's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

_____
Notary Public Denton County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 7 day of June, 2022, by Ben Pogue, in his capacity as President/Chief Executive Officer of Ben Pogue, LC, a Texas Limited Liability Company, General Partner of **Pogue Construction Co., LP**, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that Ben Pogue is the President/Chief Executive Officer of Ben Pogue, LC, a Texas Limited Liability Company, which is the General Partner of **Pogue Construction Co., LP**, a Texas Limited Partnership, and that he executed the same on behalf of and as the act of Ben Pogue, LC, General Partner of **Pogue Construction Co., LP.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7 DAY OF June, 2022.

Maria Carolina Haylow
Notary Public 130232050 County, Collin
My commission expires 5/19/23

MARIA CAROLINA HAYLOW
Notary ID #130232050
My Commission Expires
May 19, 2023

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Town of Prosper
Prosper Fire Station No. 4
Prosper, TX 75078

THE OWNER:
(Name, legal status and address)

Town of Prosper
250 W. First Street
Prosper, TX 75078

THE ARCHITECT:
(Name, legal status and address)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75254

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

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

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Town of Prosper
Prosper Fire Station No. 4
Prosper, TX 75078

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Town of Prosper
250 W. First Street
Prosper, TX 75078

...

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75254

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(Signed)

Sole Member

(Title)

6/7/2022

(Dated)

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ADDENDUM to
The General Conditions of the Contract for Construction
AIA Document A201-2017

This Addendum to the *General Conditions of the Contract for Construction*, AIA Document A201-2017 ("Addendum"), is entered into this 14 day of _June__, 2022_, by and between Pogue Construction Co., L.P. (the "Construction Manager") and the Town of Prosper, Texas, (the "Owner"). This Addendum is entered into to delete from, amend, replace, modify, add to, and/or supplement the *General Conditions of the Contract for Construction*, AIA Document A201-2017 (the "Agreement"), as set forth herein below.

W I T N E S S E T H:

WHEREAS, the Owner and Construction Manager desire to enter into the Agreement for the construction of the Town of Prosper Fire Station No. 4, RFP No. 2022-46-B; and

WHEREAS, the Owner and Construction Manager desire to clarify and revise certain of the terms and provisions contained in the Agreement; and

WHEREAS, the Owner and Construction Manager would not enter into the Agreement save and except for the clarifications and revisions contained herein;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants, duties and obligations herein contained together with the covenants, duties and obligations contained in the Agreement, the parties do mutually agree that except as provided for below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, this Addendum shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree to modify the Agreement as follows:

I.

The following amendments, modifications, replacements, additions, and/or deletions are hereby made to those Sections and Articles of the Agreement identified herein below as follows:

1. Section 1.1.2 is hereby amended by deleting the third sentence of such provision and replacing it with the following sentence:

> After execution of the original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification signed by the parties.

2. Section 1.1.8 is hereby amended by deleting the second sentence of such provision in its entirety.

2. Section 1.1.8 is hereby amended by deleting the second sentence of such provision in its entirety.

3. Section 1.1 is hereby amended by adding a new Section 1.1.9 to read as follows:

§ 1.1.9 General Reference Notes

§ 1.1.9.1 Where the term "Contractor" is used throughout the Agreement and this Addendum it shall be replaced with the phrase "Construction Manager at Risk ("CMAR")."

§ 1.1.9.2 Where the phrase "total bid price" is used throughout the Agreement and this Addendum it shall be replaced with the phrase "Guaranteed Maximum Price."

4. Section 1.2.3 is hereby amended by deleting Section 1.2.3 in its entirety and replacing it with a new Section 1.2.3 to read as follows:

§ 1.2.3 Technical terms not specifically defined in the Contract Documents shall have the meanings given in AIA Document "Glossary of Construction Industry Terms", July 1982 edition. Technical terms not defined as above and used to describe items of the Work and which so applied have a well-known technical or trade meaning, shall be held to have such recognized meaning.

5. Section 1.2 is hereby amended by adding a new Section 1.2.4 to read as follows:

§ 1.2.4 Precedence of the Contract Documents

The Contract Documents shall consist of the following documents:

.1 Contract Modifications signed by CMAR and Owner.

.2 *General Conditions of the Contract for Construction*, AIA A201-2017, as modified by the Addendum to the *General Conditions of the Contract for Construction*, AIA Document A201-2017.

.3 As applicable:

.1 *Standard Form of Agreement Between Owner and Architect*, AIA Document B101-2017, as modified by the Addendum to the *Standard Form of Agreement*

Between Owner and Architect, AIA Document B101 – 2017; or

.2 *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, AIA Document A133-2009, as modified by the Addendum to the *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, AIA Document A133-2009*; or

.3 *Standard Form of Agreement Between Owner and Design-Builder*, AIA Document A141-2014, as modified by the Addendum to the *Standard Form of Agreement Between Owner and Design-Builder*, AIA Document A141-2014; or

.4 *Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor,* AIA Document A121 CMc-2003 and AGC Document 565, as modified by the Addendum to the *Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor,* AIA Document A121 CMc-2003 and AGC Document 565.

.4 Addenda to construction documents, with those of later date having precedence over those of earlier date.

.5 Specifications.

.6 Drawings.

These Contract Documents are incorporated by reference into this Addendum and the 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, with the most recently issued document taking precedence over previous issues of the same document.

6. Section 1.2 is hereby amended by adding a new Section 1.2.5 to read as follows:

§ 1.2.5 Relation of Specifications and Drawings

To be equivalent in authority and priority. If there exists a conflict or inconsistency between the Specifications and the Drawings it shall be the CMAR's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the CMAR 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 CMAR shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project. In the event of the above-mentioned conflict or inconsistency, the resolution shall be determined by the Initial Decision Maker.

7. Section 1.2 is hereby amended by adding a new Section 1.2.6 to read as follows:

§ 1.2.6 Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect and the Owner.

8. Section 1.2 is hereby amended by adding a new Section 1.2.7 to read as follows:

§ 1.2.7 When the work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the edition thereof officially adopted by the Town of Prosper, Texas, together with any officially adopted local amendments thereto as of the Agreement date shall apply. If the Town of Prosper, Texas, has not officially adopted a specific edition of a particular standard, building code, manufacturer's instruction, or other document that governs the work the then current edition as of the Agreement date together with any local amendments officially adopted thereto by the Town of Prosper, Texas, shall apply unless otherwise specified in the Contract Documents.

9. Section 1.2 is hereby amended by adding a new Section 1.2.8 to read as follows:

> **§ 1.2.8** Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

10. Section 1.5.1 is hereby amended by deleting the first sentence of such provision and replacing it with the following sentence:

> The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights as against the CMAR, Subcontractors, Sub-subcontractors, and material or equipment suppliers.

11. Section 1.5 is hereby amended by adding a new Section 1.5.3 to read as follows:

> **§ 1.5.3** The Owner and CMAR agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Guaranteed Maximum Price proposal by the CMAR is a representation that the CMAR has thoroughly reviewed and become familiar with the Contract Documents and that the CMAR is not then aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the CMAR in the performance of the Contract Work. Any claims for damages or increase in the Contract Amount asserted by the CMAR due to delays or disruptions to the Work arising out of any errors, inconsistencies or omissions impacting the completeness or accuracy of the Contract Documents shall be subject to the provisions of Sections 3.2.2, 8.3.1, and 8.3.3 of the Agreement as said sections have been amended and modified by this Addendum. This limitation on damages is further subject to the limitations set forth in the Contract Documents.

12. Section 1.6 and Subsections 1.6.1 and 1.6.2 are hereby amended by deleting Section 1.6 and Subsection 1.6.1 and 1.6.2 in their entirety and replacing Section 1.6 with a new Section 1.6 to read as follows:

§ 1.6 Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice. Notice will be effective upon physical delivery of the notice in person or by courier service providing proof of delivery; or, four (4) business days after the date of mailing by certified mail, return receipt requested.

In addition, or in the alternative, delivery of such written notice may be made by electronic mail transmission ("Email") to the Email address of the party to which such notice is being given. Any notice delivered by Email shall request a receipt thereof confirmed by Email or in writing by the recipient and followed by personal or mail delivery of such correspondence and any attachments as may be requested by the recipient. The effective date of written notice by Email shall be the date of receipt, provided such receipt has been confirmed by the Email recipient. If no Email reply has been received by the sender within one (1) business day from Emailing the notice, the written notice is deemed incomplete, and sender must send written notice in person or by messenger or certified mail, return receipt requested.

13. Section 1.7 is hereby amended by deleting Section 1.7 in its entirety and replacing Section 1.7 with a new Section 1.7 to read as follows:

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the development, use, transmission, and exchange of Instruments of Service or any other information or documentation in digital form, unless otherwise already provided in the Agreement or the Contract Documents.

14. Section 1.8 is hereby amended by deleting Section 1.8 in its entirety and replacing Section 1.8 with a new Section 1.8 to read as follows:

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement regarding protocols

governing the use of, and reliance on, the information contained in the model and without having those protocols shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

15. Section 2.1.1 is hereby amended by deleting Section 2.1.1 in its entirety and replacing it with a new Section 2.1.1 to read as follows:

> **§ 2.1.1** The Owner is the Town of Prosper, Texas, and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall no implied authority. beyond the scope of authority expressly set forth herein. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner in any regard.

16. Section 2.1.2 is hereby amended by deleting Section 2.1.2 in its entirety and replacing it with a new Section 2.1.2 to read as follows:

> **§ 2.1.2** CMAR acknowledges that no lien rights exist with respect to public property.

17. Section 2.2 and Subsections 2.2.1, 2.2.2, 2.2.3, and 2.2.4 are hereby amended by deleting Section 2.2 and Subsections 2.2.1, 2.2.2, 2.2.3, and 2.2.4 in their entirety and replacing Section 2.2 with a new Section 2.2 to read as follows:

> § **2.2 Evidence of the Owner's Financial Arrangements**
>
> This Project is a public project governed by Chapter 2253 of the Texas Government Code. Prior to the Owner's execution of the Guaranteed Maximum Price Amendment, the Owner acting by and through the Town Council of the Town of Prosper, Texas, approved the Owner's execution of the Guaranteed Maximum Price Amendment and authorized the expenditure of funds up to, and set aside funds in an amount not to exceed the full amount of the Guaranteed Maximum Price Amendment for the Construction Manager's full and complete performance of the Project in strict accordance with the Contract Documents.

18. Section 2.3.3 is hereby amended by deleting Section 2.3.3 in its entirety and replacing it with a new Section 2.3.3 to read as follows:

§ 2.3.3 If the employment of the Architect is terminated, the Owner shall employ a replacement Architect who shall assume the status of "Architect" under the Contract Documents.

19. Section 2.3.4 is hereby amended by deleting the last sentence of Section 2.3.4 in its entirety.

20. Section 2.3.5 is hereby amended by deleting Section 2.3.5 in its entirety and replacing it with a new Section 2.3.5 to read as follows:

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents and such other information or services that are within the Owner's control and relevant to CMAR's performance of the Work within a reasonable time following actual receipt of a written request for such information or services.

21. Section 2.3.6 is hereby amended by deleting Section 2.3.6 in its entirety and replacing it with a new Section 2.3.6 to read as follows:

§ 2.3.6 The Owner shall furnish one copy of the Contract Documents, including the Drawings and Project Manuals, free of charge. The CMAR will be responsible for the cost of any additional copies it needs or desires for the Project.

22. Section 2.3 is hereby amended by adding a new Section 2.3.7 to read as follows:

§ 2.3.7 Owner's personnel may be, but are not required to be, present at the construction site during progress of the Work to: assist the Architect in the performance of his duties; and, to verify the CMAR's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of CMAR's Applications for Payment.

23. Section 2.4 is hereby amended by deleting Section 2.4 in its entirety and replacing it with a new Section 2.4 to read as follows:

§ 2.4 If the CMAR fails to correct nonconforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by the Contract Documents or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the CMAR to stop the

Work or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the CMAR or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's rights under paragraph 12.2.

24. Section 2.5 is hereby amended by deleting Section 2.5 in its entirety and replacing it with a new Section 2.5 to read as follows:

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If CMAR defaults or neglects to carry out the Work in accordance with Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies.

§ 2.5.2 If the CMAR fails to complete the Work in accordance with the time limit stipulated in the Certificate of Substantial Completion, then Owner may take over the completion of Work without advance notice to CMAR and without prejudice to any other remedy that Owner may have.

§ 2.5.3 In such cases as described in Sections 2.5.1 and 2.5.2, an appropriate modification will be issued deducting from the Contract Sum the reasonable cost of correcting such deficiencies or completing such Work, regardless of whether Owner actually undertakes completing such Work, in which case the deduction shall be based on the Architect's estimate in accordance with Section 7.3.4, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to CMAR are both subject to prior approval of the Architect. If the unpaid balance of the Contract Sum is not sufficient to cover such amounts, the CMAR shall pay the difference to the Owner.

§ 2.5.4 In the case of a Contract Sum based upon a Guaranteed Maximum Price that includes a GMP Contingency, the unused GMP Contingency shall not be included in the calculation required by Section 2.5.3 of unpaid balance of the Contract Sum, and the reduction in the Contract Sum shall not be applied to the GMP Contingency.

25. Section 3.1.2 is hereby amended by deleting Section 3.1.2 in its entirety and replacing it with a new Section 3.1.2 to read as follows:

> **§ 3.1.2** The CMAR shall perform the Work in a good and workmanlike manner in accordance with the Contract Documents save and except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which event the CMAR shall perform the Work to such higher degree of finish or workmanship.

26. Section 3.1 is hereby further amended by adding a new Section 3.1.4 to read as follows:

> **§ 3.1.4** It is understood and agreed that the relationship of CMAR to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make CMAR the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and CMAR. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect CMAR's independent contractor status as described herein.

27. Section 3.1 is also hereby amended by adding a new Section 3.1.5 to read as follows:

> **§ 3.1.5 Representations and Warranties**
>
> **§ 3.1.5** The CMAR represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the final completion of the Work:
>
> .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
> .2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

28. Section 3.2.1 is hereby amended by adding the following sentence to the end of Section 3.2.1 to read as follows:

> Signing any one of the Contract Documents shall be considered as signing all of the Contract Documents.

29. Section 3.2.2 is hereby amended by deleting the second sentence of such provision and replacing it with the following sentence:

> Any errors, omissions, or inconsistencies discovered by the CMAR shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

30. Section 3.2.2 is hereby further amended by adding the following sentence to the end of Section 3.2.2:

> CMAR shall not perform construction activity when CMAR knows, in exercise of reasonable diligence, that the activity involves error, inconsistency, or omission in Contract Documents.

31. Section 3.2.2 is hereby further amended by adding the following clauses to the end of Section 3.2.2 to read as follows:

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Owner.

.2 The CMAR shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, CMAR shall verify at the site all dimensions relating

to such existing or other work. Any errors due to the CMAR's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the CMAR.

.3 CMAR shall not be entitled to any additional time or compensation for any additional work caused by or arising out of the CMAR's failure to carefully study and compare the Contract Documents prior to execution of the Work.

32. Section 3.2.4 is hereby amended by deleting the second and third sentences of such provision and replacing them with the following sentences:

If the CMAR fails to perform the obligations of Sections 3.2.2 or 3.2.3, with reasonable diligence, the CMAR shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations with reasonable diligence. If the CMAR performs the obligations of Sections 3.2.2 or 3.2.3, with reasonable diligence the CMAR shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

33. Section 3.2 is hereby further amended by adding a new Section 3.2.5 to read as follows:

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, CMAR is responsible for contacting all private and public utilities to determine the location of existing facilities and compliance with the State of Texas' "call before you dig" program mandated by Texas Utility Code Chapter 251 prior to any digging or excavation. CMAR shall notify Owner in the event that one or more private and public utilities fails or refuses to respond to CMAR prior to any digging or excavation to allow the Owner an opportunity to assist in persuading the utility to identify the location of their existing facilities. CMAR shall use reasonable efforts to perform all work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. CMAR shall be responsible for, and shall repair at CMAR's own expense, any damage done to lines, cables, pipes, and

pipelines by CMAR that are identified by such entities through this coordination by CMAR.

34. Section 3.3.1 is hereby amended by deleting the fourth, fifth and sixth sentences of such provision and replacing them with the following sentences

> If the CMAR determines that such means, methods, techniques, sequences or procedures may not be safe, the CMAR shall give timely written notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. The CMAR shall propose to Architect and Owner alternate means, methods, techniques, sequences or procedures that the Architect shall review the proposed alternate for conformance with the design intent for the completed Work. If the CMAR is then instructed in writing by the Architect to proceed with the required construction means, methods, techniques, sequences or procedures set out in the Construction Documents without acceptance of the changes proposed by the CMAR, the Architect shall be responsible for any loss or damage arising solely from those required means, methods, techniques, sequences or procedures. All such construction directives will be submitted to the Owner for Owner's concurrence and written approval prior to CMAR's performance of that portion of the Work so questioned.

35. Section 3.3 is hereby further amended by adding a new Section 3.3.4 to read as follows:

> **§ 3.3.4** CMAR shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, *et seq*.

36. Section 3.3 is hereby further amended by adding a new Section 3.3.5 to read as follows:

> **§ 3.3.5** Trench safety systems shall be provided by the CMAR in accordance with the applicable subpart related to Excavation, Trenching, and Shoring of the OSHA Standards as published in Federal Register, Volume 54, No. 209 dated October 31, 1989, and revised effective January 2, 1990. These standards describe safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and health Administration (OSHA). The standards

specified by the OSHA Regulations shall be the minimum allowed on this Project. It shall be the responsibility of the CMAR to provide a design and install adequate trench safety systems for all trenches excavated on this Project.

37. Section 3.3 is also hereby amended by adding a new Section 3.3.6 to read as follows:

§ 3.3.6 The CMAR shall review subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the CMAR's duties shall not relieve any subcontractor(s) or any other person or entity (*e.g.*, a supplier) including any person or entity with whom the CMAR does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this paragraph are not intended to impose upon the CMAR any additional obligations that the CMAR would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

38. Section 3.4.1 is hereby amended by adding a new Section 3.4.1.1 to read as follows:

§ 3.4.1.1 Prevailing Wages. Attention is called to the Texas Government Code Chapter 2258, entitled Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the CMAR and upon any Subcontractor under the CMAR to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

39. Section 3.4.1 is hereby amended by adding a new Section 3.4.1.2 to read as follows:

§ 3.4.1.2 In accordance with Texas Government Code Chapter 2258, the Owner has established a scale of prevailing wages which is incorporated in the Project Manual, and not less than this established scale must be paid on the Project.

Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.

40. Section 3.4.1 is also hereby amended by adding a new Section 3.4.1.3 to read as follows:

§ 3.4.1.3 A CMAR or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty and No/100 Dollars ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

41. Section 3.4.2 is hereby amended by deleting Section 3.4.2 in its entirety and replacing it with a new Section 3.4.2 to read as follows:

§ 3.4.2 Specified materials, equipment, and systems are essential elements of the Contract. If CMAR desires to use another material, equipment, or system in lieu thereof, the CMAR may make substitutions only under the following circumstances:

.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the CMAR; and, (iii) in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

.2 The CMAR must submit to the Architect and the Owner: (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum related to the substitution; (iv) the adjustment, if any, in the time of completion of the Contract and the construction

schedule related to the substitution; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the CMAR accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

.3 Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the CMAR's submittal of complete substantiating data and information as stated hereinbefore.

.4 Whether or not any proposed substitution is accepted by the Owner or the Architect, the CMAR shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

.5 No substitution shall be made without approval in writing from the Architect. Owner will be the final judge of acceptability of any proposed substitution.

42. Section 3.4.3 is hereby amended by adding the following provisions to the end of Section 3.4.3 to read as follows:

The CMAR shall be responsible for the actions of CMAR's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The CMAR recognizes that the Project Site is public municipal property, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the CMAR's forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the CMAR or employees or invitees of the Owner by employees of the CMAR is strictly forbidden. Any employee of the CMAR who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the CMAR, including removal from the job site.

43. Section 3.4 is hereby amended by adding a new Section 3.4.4 to read as follows:

§ 3.4.4 The CMAR shall only employ or use labor in connection with the Work capable of working harmoniously

with all trades, crafts, and any other individuals associated with the Project.

44. Section 3.5 is hereby amended by deleting Section 3.5 in its entirety and replacing it with a new Section 3.5 to read as follows:

§ 3.5 WARRANTY

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

§ 3.5.2 The CMAR agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 3.5.3 CMAR's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 3.5.4 The warranty provided in Section 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require CMAR to replace defective materials and equipment and re-execute defective Work which is disclosed to the CMAR by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.5 The CMAR shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.1 and 3.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.6 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Owner acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. CMAR shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. CMAR agrees to provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, CMAR shall accompany the Owner and Architect on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, *i.e.*, roofing, compressors, mechanical equipment, Owner will notify the CMAR of deficiencies and CMAR shall start remedying these defects within three (3) days of initial notification from Owner. CMAR shall prosecute the work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If CMAR fails to provide notice of the expiration of the one-year warranty period at least one (1) month prior to the expiration date, CMAR's warranty obligations described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.7 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

45. Section 3.6 is hereby amended by deleting Section 3.6 in its entirety and replacing it with a new Section 3.6 to read as follows:

§ 3.6 TAXES

Owner is a governmental entity, to-wit: a Texas municipal corporation, which is exempted from paying sales and use taxes pursuant to Texas Tax Code Section 151.309(5). CMAR will not include in the Contract Price or any Modification any amount for sales, use, or similar taxes from which the Owner is exempt by and through Texas Tax Code Section 151.309(5). Owner will provide the CMAR with a Texas Sales and Use Tax Resale Certificate or other documentation necessary to establish the Owner's exemption from such taxes.

46. Section 3.7.1 is hereby amended by deleting Section 3.7.1 in its entirety and replacing it with a new Section 3.7.1 to read as follows:

§ 3.7.1 Unless otherwise specifically provided to the contrary in the Contract Documents, it shall be the full responsibility of the CMAR to acquire and comply with any and all permits as may be required to avoid delay of the Project, and which permits, fees, licenses and inspections are necessary for the proper execution, performance and completion of the Work. No separate payment will be made for this item and it will be considered subsidiary to the other items bid.

47. Section 3.7.2 is hereby amended by adding the following provisions to the end of Section 3.7.2 to read as follows:

The CMAR 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 including, but not limited to, the work eligibility of individuals performing the Work.* This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

*As it relates to the work eligibility of individuals performing the Work, the CMAR shall comply with the Employment Eligibility Verification (I-9) Form requirements outlined by U.S. Citizenship and Immigration Services ("USCIS") or the E-Verify process for each individual (including both citizens and noncitizens) after the individual has been hired for employment in the United States. In this regard the USCIS indicates that the employer must examine the employment eligibility and identity document(s) an employee presents to determine whether the document(s) reasonably appear to be genuine and to relate to the employee, and record the document information on the Form I-9 or the E-Verify process. For additional guidance, please feel free to refer to USCIS website at https://www.uscis.gov/i-9 and the U.S. Equal Employment Opportunity Commission ("EEOC") website at https://www.eeoc.gov/pre-employment-inquiries-and-citizenship.

48. Section 3.7.4 is hereby amended by deleting the first sentence of such provision and replacing it with the following sentence.

If the CMAR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents taking into account that unless otherwise stipulated in the Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructure, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CMAR shall promptly provide notice to the Owner and the Architect before disturbing such conditions and/or continuing activities that could lead to a claim for additional cost, and in no event later than fourteen (14) days after first observance of the conditions.

49. Section 3.7 is hereby amended by adding a new Section 3.7.6 to read as follows:

> **§ 3.7.6** The CMAR shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System ("NPDES") regulations administered by the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. CMAR's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by CMAR during the construction process which require the issuance of a permit shall be at CMAR's sole cost.

50. Section 3.9.1 is hereby amended by adding the following provisions to the end of Section 3.9.1 to read as follows:

> The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of Work being performed. The superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required.
>
> Such superintendent shall be furnished irrespective of the amount of Work subcontracted. The superintendent and the CMAR shall be responsible for all work performed by the Subcontractor at all times during construction.

51. Section 3.9.2 is hereby amended by deleting the last sentence of Section 3.9.2 and replacing it with the following provision to read as follows:

> Failure of the Architect to reply within the 14-day period shall constitute notice that the Architect and Owner have no known objection to the proposed superintendent. Failure to reply or affirmative consent by the Architect to the proposed superintendent shall not be deemed to waive or otherwise deprive the Owner and Architect of the right to thereafter complain to the CMAR regarding or otherwise object to the continued assignment of the superintendent to the Work if a reasonable objection to the superintendent arises during the course of the Work.

52. Section 3.9.3 is hereby amended by deleting the last sentence of that provision and replacing it with the following provision to read as follows:

> The CMAR shall not replace the superintendent prior to final completion of the Work unless (1) the superintendent shall cease to be employed by the CMAR or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The superintendent may not be employed on any other project prior to final completion of the Work.

53. Section 3.9 is hereby amended by adding a new Section 3.9.4 to read as follows:

> **§ 3.9.4** The CMAR shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors, Sub-subcontractors and material and equipment suppliers involved in construction of the Work. The Architect shall provide such information to the Owner.
>
> **§ 3.9.4.1** The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the CMAR, Subcontractor or Sub-subcontractor involved in the project.
>
> **§ 3.9.4.2** CMAR shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require CMAR to dismiss from the work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.
>
> **§ 3.9.4.3** The Owner reserves the right to utilize one or more of its employees to function in the capacity of the Town's Inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

54. Section 3.10.1 is hereby amended by deleting Section 3.10.1 in its entirety and replacing it with a new Section 3.10.1 to read as follows:

> **§ 3.10.1** The CMAR, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a CMAR's initial construction schedule for the Work utilizing critical path method scheduling

techniques. The initial schedule shall not exceed the time limits set forth in the Contract Documents. The initial schedule shall thereafter be updated on a monthly basis and submitted with each application for payment. The receipt of an updated schedule with each application for payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6.

.1 Each schedule shall break the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the CMAR, Owner, and Architect. Each schedule shall also include cash flow projections for the use of and review by the CMAR, Owner and Architect.

.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Architect is required to review submittals, shop drawings, product data, or samples.

.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the CMAR shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the CMAR's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the CMAR asserts that the failure of the Owner or the Architect to provide information to the CMAR is the reason for anticipated delay in completion, the CMAR shall also specify what information is required from the Owner or Architect.

.5 Neither the Owner or the CMAR shall have exclusive ownership of float time in the schedule. All float time shall inure to the benefit of the Project. The CMAR agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

.6 Submission of any schedule under this Contract constitutes a representation by the CMAR that: (1) the schedule represents the sequence in which the CMAR intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed work; (3) that to the best of its knowledge and belief the CMAR is able to complete the remaining Work in the sequence and time indicated; and, (4) that the CMAR intends to complete the remaining work in the sequence and time indicated.

55. Section 3.10 is hereby amended by adding a new Section 3.10.4 to read as follows:

§ 3.10.4 The construction schedule shall be in a detailed precedence - style critical path method ("CPM") format for each major item of work and the time frame for the initiation, progress and completion of such major item of work satisfactory to the Owner and the Architect. The construction schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit A. If not accepted, the construction schedule shall be promptly revised by the CMAR in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The CMAR shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the CMAR shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

56. Section 3.10 is hereby further amended by adding a new Section 3.10.5 to read as follows:

> **§ 3.10.5** In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the CMAR to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the CMAR's compliance with the construction schedule.
>
> .1 The CMAR shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.
>
> .2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the CMAR's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

57. Section 3.10 is also hereby amended by adding a new Section 3.10.6 to read as follows:

> **§ 3.10.6** If reasonably required by Owner, CMAR shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

58. Section 3.10 is also hereby amended by adding a new Section 3.10.7 to read as follows:

> **§ 3.10.7** The CMAR shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet

the project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the CMAR. Upon the Owner's acceptance of the CMAR's Cost of the Work plus a fee with a Guaranteed Maximum Price, all contracts previously entered into by Owner shall be assigned by Owner to the CMAR who shall accept responsibility for such contracts as if it had initially entered into such contracts. CMAR shall expedite the delivery of long-lead time items.

59. Section 3.11 is hereby amended by numbering the paragraph immediately following the line "**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**" as Section 3.11.1.

60. Section 3.11 is also hereby amended by adding a new Section 3.11.2 and a new Section 3.11.3 to read as follows:

§ 3.11.2 CMAR shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the project at the site. CMAR shall make such reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents.

§ 3.11.3 CMAR shall at all times have access, from the site, to all applicable building codes, reference standards, installation instructions and other documents referenced by the Contract Documents or otherwise applicable and/or necessary to the performance of the Work. In addition, current drawings, specifications, and submittals (including installation and warranty documents) shall be available to the Owner, Architect, or their respective agents during any site visits and construction meetings.

61. Section 3.12.6 is hereby amended by adding the following sentence to the end of Section 3.12.6:

§ 3.12.6 If a portion of the Work that is demonstrated by a submittal deviates from the requirements of the Contract Documents, the CMAR shall specifically identify the deviation and its difference in cost as part of the submittal.

62. Section 3.13 is hereby amended by numbering the paragraph immediately following the line "**§ 3.13 USE OF SITE**" as Section 3.13.1.

63. Section 3.13 is also hereby amended by adding a new Section 3.13.2 to read as follows:

> **§ 3.13.2** The CMAR will abide by all applicable rules and regulations of the Owner with respect to conduct, including smoking, parking of vehicles and entry into adjacent facilities owned by Owner.

64. Section 3.15.1 is hereby amended by adding the following provisions to the end of Section 3.15.1 to read as follows:

> CMAR shall thoroughly wash and clean all glass and mirror surfaces, and shall leave the Work neat and clean. The CMAR shall, not less than two times each week, clean up after his operation, by removing rubbish, including old and surplus materials.

65. Section 3.15.2 is hereby amended by deleting Section 3.15.2 in its entirety and replacing it with a new Section 3.15.2 to read as follows:

> **§ 3.15.2** If the CMAR fails to clean up as required by the Contract Documents, the Owner may do so and the cost thereof shall be charged to the CMAR.

66. Section 3.15 is hereby amended by adding a new Section 3.15.3 to read as follows:

> **§ 3.15.3** The CMAR shall be responsible for any damaged or broken items, and at completion of the Work, shall replace such damaged or broken items.

67. Section 3.18.1 is hereby amended by deleting Section 3.18.1 in its entirety and replacing it with a new Section 3.18.1 to read as follows:

> **§ 3.18.1 TO THE FULLEST EXTENT ALLOWED BY LAW, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), CMAR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) 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 CMAR, HIS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUB-SUBCONTRACTORS, INVITEES OR ANY OTHER PERSONS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CMAR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE FULLEST EXTENT ALLOWED BY LAW, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), CMAR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, AND LIABILITY 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 CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS 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 CMAR 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.

68. Section 3.18.2 is hereby amended by deleting Section 3.18.2 in its entirety and replacing it with a new Section 3.18.2 to read as follows:

§ 3.18.2 IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED UNDER THIS SECTION 3.18 BY ANY EMPLOYEE OF THE CMAR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, 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 CMAR, ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKMEN'S COMPENSATION OR ANY OTHER DISABILITY BENEFITS ACT OR EMPLOYEE BENEFIT ACTS.

69. Section 3.18 is hereby further amended by adding a new Section 3.18.3 to read as follows:

§ 3.18.3 CMAR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CMAR'S OR ITS SUBCONTRACTOR'S OR ITS SUB-SUBCONTRACTOR'S CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CMAR'S OBLIGATIONS UNDER PARAGRAPH 3.18.1. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CMAR AND OWNER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH AS TO CMAR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN INDEMNITY BY CMAR TO INDEMNIFY AND PROTECT OWNER, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CMAR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CMAR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF

FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CMAR ARE ALL PARTIES.

70. Section 3.18 is also hereby amended by adding a new Section 3.18.4 to read as follows:

§ 3.18.4 INDEMNIFICATION HEREUNDER SHALL INCLUDE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIABILITY WHICH COULD ARISE TO THE OWNER, ITS AGENTS, CONSULTANTS, AND REPRESENTATIVES PURSUANT TO STATE STATUTES FOR THE SAFETY OF WORKMEN AND IN ADDITION, ALL FEDERAL STATUTES AND RULES EXISTING THEREUNDER FOR PROTECTION, OCCUPATIONAL SAFETY AND HEALTH TO WORKMEN, IT BEING AGREED THAT THE PRIMARY OBLIGATION OF THE CMAR IS TO COMPLY WITH SAID STATUTES IN PERFORMANCE OF THE WORK BY CMAR AND THAT THE OBLIGATIONS OF THE OWNER, ITS AGENTS, CONSULTANTS, AND REPRESENTATIVES UNDER SAID STATUTES ARE SECONDARY TO THAT OF THE CMAR.

71. Section 3.19 is hereby created by adopting and adding the following Section 3.19 to read as follows:

§ 3.19 BUSINESS STANDARDS.

CMAR, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. CMAR shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of CMAR's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

72. Section 4.2.2 is hereby amended by adding the phrase ", except as provided in Section 3.1.1" to the end of said Section 4.2.2.

73. Section 4.2.4 is hereby amended by adding the phrase "endeavor to" between the words "shall": and "include" in the first line of Section 4.2.4.

74. Section 4.2.6 is hereby amended by changing all references to the term "Architect" throughout Section 4.2.6 from "Architect" to "Architect or Owner."

75. Section 4.2.7 is hereby amended by deleting the phrase ", but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents" from the first sentence of Section 4.2.7.

76. Section 4.2.7 is hereby further amended by inserting the phrase "unless otherwise specifically stated by the Architect" at the end of the next to last sentence of said Section 4.2.7.

77. Section 4.2.9 is hereby amended by deleting Section 4.2.9 in its entirety and replacing it with a new Section 4.2.9 to read as follows:

> **§ 4.2.9** The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the CMAR, and will issue a final Certificate for Payment upon full compliance with the requirements of the Contract Documents.

78. Section 4.2.11 is hereby amended by deleting the first sentence of Section 4.2.11 in its entirety and replacing it with a new sentence to read as follows:

> Upon written request of the Owner or CMAR the Architect will issue its interpretation regarding performance under and the requirements of the Contract Documents.

79. Section 4.2.12 is hereby amended by deleting the second sentence of Section 4.2.12 in its entirety.

80. Section 4.2.13 is hereby amended by deleting Section 4.2.13 in its entirety and replacing it with a new Section 4.2.13 to read as follows:

> **§ 4.2.13** The Architect's decision on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

81. Section 5.2.1 is hereby amended by deleting the last sentence of Section 5.2.1 and replacing it with the following provision to read as follows:

Failure of the Architect to reply within the 14-day period shall constitute notice that the Architect and Owner have no known objection to the proposed persons and entities. Failure to reply or affirmative consent by the Architect to the proposed persons and entities shall not be deemed to waive or otherwise deprive the Owner and Architect of the right to thereafter complain to the CMAR regarding or otherwise object to the continued performance of the persons and entities on the Work if a reasonable objection to the persons and entities arises during the course of the Work.

82. Section 5.4.1 is hereby amended by deleting Subsection 5.4.1.1 in its entirety and replacing it with a new Subsection 5.4.1.1 to read as follows:

.1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

83. Section 5.4.2 is hereby amended by deleting Section 5.4.2 in its entirety and replacing it with a new Section 5.4.2 to read as follows:

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

84. Section 6.1.1 is hereby amended by replacing the phrase "including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation" with the phrase "Contract Documents" in the second sentence of Section 6.1.1.

85. Section 6.1.4 is hereby amended by deleting Section 6.1.4 in its entirety and replacing it with a new Section 6.1.4 to read as follows:

§ 6.1.4 Owner will not perform construction or operations related to the Project with Owner's own forces or any forces other than CMAR during the term of this Agreement save and except only to the extent specifically called for to the contrary by the Contract Documents or upon CMAR's default and termination as provided in the Contract Documents.

86. Section 6.2.2 is hereby amended by deleting the last sentence of Section 6.2.2 in its entirety and replacing it with a new sentence to read as follows:

The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable.

87. Section 7.2 is hereby amended by adding a new Section 7.2.2 to read as follows:

§ 7.2.2 Acceptance of a Change Order by the CMAR shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the Change Order.

88. Section 7.3.8 is hereby amended by deleting the first sentence of Section 7.3.8 and replacing it with the following provision to read as follows:

The amount of credit to be allowed by the CMAR to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost plus the CMAR's allocated percent for profit and overhead as confirmed by the Architect, subject to equitable adjustment recommended by the Architect and approved by the Owner.

89. Section 8.1.3 is hereby amended by deleting the phrase "Architect" and replacing it with the phrase "Architect and Owner."

90. Section 8.3.1 is hereby amended by deleting Section 8.3.1 in its entirety and replacing it with a new Section 8.3.1 to read as follows:

§ 8.3.1 The Owner and Architect, except as provided for in this Section 8.3.1, shall not be liable to the CMAR for delay to the CMAR's work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's and/or Architect's control. Should the Owner or Architect delay the CMAR in the work, CMAR shall receive an extension of time for completion equal to the delay if a written claim is made within forty-eight (48) hours of the beginning of such delay, and under no circumstances shall the Owner and Architect be liable to pay the CMAR any compensation for such Owner/Architect-caused delays of less than seven (7) consecutive business days in duration. If a written claim is timely submitted for an Owner/Architect-caused delay of seven (7) consecutive business days or longer, Owner will in addition to providing CMAR an extension of time for completion equal to the delay reimburse to CMAR the actual costs directly incurred by CMAR as a direct and proximate

result of such Owner/Architect-caused delay plus CMAR's prescribed fee on the Cost of the Work to the extent only that such actual costs and/or fee is not otherwise covered by insurance. It is specifically agreed and understood that, save and except as specifically provided in the immediately preceding sentence, CMAR shall have no other claim or cause of action for any Owner/Architect-caused delay.

91. Section 8.3.3 is hereby amended by deleting Section 8.3.3 in its entirety and replacing it with a new Section 8.3.3 to read as follows:

> **§ 8.3.3** Except as specifically provided in Paragraph 8.3.1, as amended herein-above, this Agreement does not permit the recovery of damages by the CMAR for delay, disruption or acceleration. CMAR agrees that CMAR shall be fully compensated for all delays solely in accordance with Paragraph 8.3.1, as amended herein-above.

92. Section 9.3.2 is hereby amended by deleting the phrase "and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site" from the last sentence of Section 9.3.2.

93. Section 9.3.2 is hereby further amended by adding the following sentence to the end of Section 9.3.2 to read as follows:

> The CMAR shall be solely responsible for payment of all costs of applicable insurance, storage and transportation to the site for materials and equipment stored off the site save and except only to the extent that (a) Owner determines in its sole discretion that off-site storage of materials and equipment constitutes a benefit to the Project and (b) Owner agrees in advance in writing through a formal written change order to the payment of costs associated with insurance, storage and transportation to the site for specified materials and equipment stored off the site.

94. Section 9.3.3 is hereby amended by adding the following sentence to the end of Section 9.3.3 to read as follows:

> **CMAR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CMAR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CMAR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CMAR.**

95. Section 9.3 is hereby amended by adding a new Section 9.3.4 to read as follows:

> **§ 9.3.4** In each Request for Payment, CMAR shall certify that there are no known mechanics' or materialmen's' liens outstanding at the date of the requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's' liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to CMAR.

96. Section 9.5.3 is hereby amended by adding the following sentence to the end of Section 9.5.3 to read as follows:

> The Owner shall not be deemed in default by reason of withholding payment as provided for in this Section 9.5.

97. Section 9.6.2 is hereby amended by deleting Section 9.6.2 in its entirety and replacing it with a new Section 9.6.2 to read as follows:

> **§ 9.6.2** The CMAR shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. CMAR's failure to make payments within such time shall constitute a material breach of this Contract. CMAR shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the CMAR hereunder, and if the Owner so requests, shall provide copies of such subcontractor payments to the Owner. If the CMAR has failed to make payment promptly to the CMAR's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the CMAR, the Owner shall be entitled to withhold payment to the CMAR in part or in whole to the extent necessary to protect the Owner.

98. Section 9.6.7 is hereby amended by deleting Section 9.6.7 in its entirety and replacing it with a new Section 9.6.7 to read as follows:

> **§ 9.6.7** The CMAR shall, as a condition precedent to any obligation of the Owner under this agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

99. Section 9.6.8 is hereby amended by deleting and intentionally omitting Section 9.6.8 in its entirety.

100. Section 9.7 is hereby amended by deleting the phrase "or awarded by binding dispute resolution" from the first sentence of Section 9.7.

101. Section 9.8.1 is hereby amended by adding the following provision to the end of Section 9.8.1 to read as follows:

> In the event substantial completion is not achieved by the designated dated, or as it may be extended, Owner may withhold payment of any further sums due until substantial completion is achieved. Owner shall also be entitled to deduct out of any sums due to CMAR any or all liquidated damages due Owner in accordance with the Contract Documents.

102. Section 9.8.3 is hereby amended by changing all references to the term "Architect" throughout Section 9.8.3 from "Architect" to "Architect or Owner."

103. Section 9.8.4 is hereby amended by changing all references to the term "Architect" throughout Section 9.8.4 from "Architect" to "Architect or Owner."

104. Section 9.8.5 is hereby amended by deleting the second and third sentences of Section 9.8.5 in their entirety.

105. Section 9.8 is hereby amended by adding a new Section 9.8.6 to read as follows:

> **§ 9.8.6** Retainage is not due to the CMAR until 30 days after final completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

106. Section 9.9.3 is hereby amended by deleting Section 9.9.3 in its entirety and replacing it with a new Section 9.9.3 to read as follows:

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

107. Section 9.10.1 is hereby amended by deleting Section 9.10.1 in its entirety and replacing it with a new Section 9.10.1 to read as follows:

§ 9.10.1 When all of the Work is finally completed and the CMAR is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the CMAR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the CMAR shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the CMAR's final payment.

108. Section 9.10.2 is hereby amended by deleting Section 9.10.2 in its entirety and replacing it with a new Section 9.10.2 to read as follows:

§ 9.10.2 The CMAR shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the CMAR and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the CMAR shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

109. Section 9.10.4 is hereby amended by deleting Section 9.10.4 in its entirety and replacing it with a new Section 9.10.4 to read as follows:

§ 9.10.4 The Owner shall make final payment of all sums due the CMAR not more than thirty (30) days after the Architect's execution of a final Certificate for Payment.

110. Article 9 is hereby amended by adopting and adding the following Section 9.11 to read as follows:

§ 9.11 AUDIT.

CMAR agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. CMAR agrees to retain all such books, payrolls and records (including data stored in computers) for a period of not less than three (3) years after completion of the Work. At all reasonable times during the performance of the Work, Owner and its duly authorized representatives shall have access to all personnel of CMAR and all such books, payrolls and records, and shall have the right to audit same. After completion of the Work, Owner shall continue to have the right to audit all such books, payrolls and records upon providing CMAR at least three (3) days written notice of Owner's intent to perform such an audit.

111. Article 9 is hereby amended by adopting and adding the following Section 9.12 to read as follows:

§ 9.12 In addition to any liquidated damages payable to the Owner by the CMAR, if: (a) the Architect is required to make more than one (1) inspection for Substantial Completion; (b) the Architect is required to make more than one (1) inspection for Final Completion; or (c) the Work is not substantially complete within sixty (60) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

112. Section 10.1 is hereby amended by numbering the paragraph immediately following the line "**§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**" as Section 10.1.1.

113. Section 10.1 is also hereby amended by adding a new Section 10.1.2 to read as follows:

§ 10.1.2 CMAR's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. CMAR, its employees, agents, Subcontractors and Sub-subcontractors, and their respective employees and agents shall not use,

possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. CMAR, its employees, agents, Subcontractors and Sub-subcontractors, and their respective employees and agents shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

CMAR has adopted or will adopt its own policy to assure a drug- and alcohol-free work place while performing the Work.

CMAR will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require CMAR to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, CMAR's employees may only be considered for return to work after the CMAR certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this Contract. CMAR will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

CMAR will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

114. Section 10.2.5 is hereby amended by deleting Section 10.2.5 in its entirety and replacing it with a new Section 10.2.5 to read as follows:

§ 10.2.5 CMAR SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN SECTION 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER'S OR OWNER'S OFFICERS', CONSULTANT'S, AGENT'S OR EMPLOYEES' NEGLIGENCE. AS TO PROPERTY REFERRED TO IN SECTION 10.2.1.3, CMAR SHALL

INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CMAR, ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OR OWNER'S OFFICERS', CONSULTANT'S, AGENT'S OR EMPLOYEES'. THE FOREGOING OBLIGATIONS OF THE CMAR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18; AND, ARE SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B).

115. Section 10.2.8 is hereby amended by deleting Section 10.2.8 in its entirety and replacing it with a new Section 10.2.8 to read as follows:

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be provided to the other party in writing within a reasonable time not exceeding 21 days after discovery. The written notice shall provide sufficient detail to enable the other party to investigate the matter.

116. Section 10.3.1 is hereby amended by deleting Section 10.3.1 in its entirety and replacing it with a new Section 10.3.1 to read as follows:

§ 10.3.1 The CMAR is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the CMAR encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CMAR, the CMAR shall, upon recognizing the condition, immediately stop Work in the

affected area and notify the Owner and Architect in writing of the condition.

117. Section 10.3.2 is hereby amended by deleting Section 10.3.2 in its entirety and replacing it with a new Section 10.3.2 to read as follows:

§ 10.3.2 Upon receipt of the CMAR's written notice, the Owner shall obtain the services of a licensed laboratory, sanitarian or other professional to verify the presence or absence of the suspected hazardous material or substance reported by the CMAR. In the event a hazardous material or substance is found to be present the Owner may (1) terminate the Work without any penalty or liability to CMAR or (2) suspend the Work for such time period as may be required to retain and contract with one or more third-party consultants and contractors to develop a plan to address and perform all work necessary to contain, encase, remove or remediate the hazardous material or substance as may be appropriate and recommended by a licensed laboratory, sanitarian or other professional in conformity with state and federal law. When the hazardous material or substance has been contained, encased, removed or remediated in conformity with state and federal law, Work in the suspect area shall resume upon written agreement of the Owner and CMAR. By Change Order, the Contract Time shall be extended appropriately. The Contract Sum may be adjusted upon agreement of the parties to address CMAR's actual costs of shut-down and start-up provided that the Work is stopped or abated for more than twenty-one (21) business days.

If Owner terminates the Work as a result of finding a hazardous material or substance as provided herein-above, CMAR will be entitled to receive payment for Work completed and approved as being performed in accordance with the Contract Documents until the date of such termination. CMAR will also be entitled to receive payment for costs incurred by CMAR by reason of such termination excluding overhead and profit on Work not executed and/or approved as being performed in accordance with the Contract Documents. Any payment under this paragraph will be conditioned upon submission and processing of a payment application in strict compliance with the Contract Documents, and the submission of any and all documentation in CMAR's possession or control as might be required for the closing out of the Project upon its final completion such as manuals, warranties, as-builts, releases, and any other similar documentation, which might

allow Owner to solicit proposals or bids for the completion of the Project at some date in the future upon the final remediation of any such hazardous material or substance.

118. Section 10.3.3 is hereby deleted in its entirety.

119. Section 10.3.4 is hereby amended by deleting Section 10.3.4 in its entirety and replacing it with a new Section 10.3.4 to read as follows:

> **§ 10.3.4** Notwithstanding anything to the contrary set forth in this Section 10.3, the Owner shall not be liable for potentially hazardous or hazardous materials or substances the CMAR brings to the site. In addition, the Owner shall not be liable for the CMAR's storage, use or handling of potentially hazardous or hazardous materials or substances.

120. Section 10.3.5 is hereby amended by deleting Section 10.3.5 in its entirety and replacing it with a new Section 10.3.5 to read as follows:

> **§ 10.3.5 THE CMAR SHALL INDEMNIFY THE OWNER FOR THE COST AND EXPENSE THE OWNER INCURS (1) FOR REMEDIATION OF A HAZARDOUS MATERIAL OR SUBSTANCE THE CMAR BRINGS TO THE SITE AND WRONGFULLY OR NEGLIGENTLY STORES, USES OR HANDLES, (2) FOR REMEDIATION OF A HAZARDOUS MATERIAL OR SUBSTANCE THE CMAR WRONGFULLY OR NEGLIGENTLY RELEASES INTO THE ENVIRONMENT, (3) WHERE THE CMAR FAILS TO PERFORM ITS OBLIGATIONS UNDER SECTION 10.3.1, (4) FOR THE COST OF ANY CITATIONS, COURT COSTS, ATTORNEY'S FEES AND EXPERT WITNESS FEES ARISING OUT OF ANY CLAIMS OR LITIGATION INVOLVING ANY SUCH HAZARDOUS MATERIAL OR SUBSTANCE, AND (5) FOR ANY CONTINUING COSTS ASSOCIATED WITH MONITORING AND REPORTING REQUIRED BY THE ENVIRONMENTAL POLLUTION AGENCY, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND/OR THE TEXAS STATE DEPARTMENT OF HEALTH.**

121. Section 10.3.6 is hereby amended by deleting Section 10.3.6 in its entirety.

122. Section 10.4 is hereby amended by deleting Section 10.4 in its entirety and replacing it with a new Section 10.4 to read as follows:

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the CMAR shall act, at the CMAR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CMAR on account of an emergency may be considered as provided in Article 15 and Article 7. It is specifically understood and agreed that Owner shall have no liability or responsibility for any emergency caused, in whole or in part, by any act or omission of CMAR and/or CMAR's contractors, suppliers, and/or any other person(s) or party(ies) for whom CMAR or its contractors or suppliers may be legally responsible.

123. Section 11.1.1 is hereby amended by deleting Section 11.1.1 in its entirety and replacing it with a new Section 11.1.1 to read as follows:

§ 11.1.1 Before commencing work, the CMAR 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. In the event of a conflict between the insurance requirements contained in this Article 11 and any other provision contained in the Contract Documents or the applicable request for bids or sealed proposals the more stringent requirements and higher policy limits shall control.

.1 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 $1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

.2 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.

.3 Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence.

.4 Umbrella or Excess Liability insurance with minimum limits of $5,000,000 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 1, 2 and 3. 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.

.5 Builder's Risk Insurance is required. It shall provide All-Risk coverage including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft in an amount equal to one hundred percent (100%) of the completed value of the project in question. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner. The policy shall be written on a Completed Value Form, including materials delivered and labor performed for the Project. The policy shall be written jointly in the names of the Owner, CMAR, Subcontractors and Sub-subcontractors as their interests may appear. The policy shall have endorsements as follows:

.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

.2 Loss, if any, shall be adjusted with and made payable to the Owner on behalf of all insureds as their interests may appear.

124. Section 11.1.2 is hereby amended by deleting Section 11.1.2 in its entirety and replacing it with a new Section 11.1.2 to read as follows:

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or as required by law, whichever coverage is greater. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent. In the event that any of the coverages contained in Section 11.1.1 conflict with the insurance provisions contained in any other of the Contract Documents the more stringent of such provisions with respect to each type of required coverage shall control. All coverages required for this work shall be written on an occurrence basis and NOT a claims-made basis.

Coverages required by this Section 11.1 shall be maintained without interruption from the date of commencement of the Work through the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the CMAR's completed operations coverage until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Notwithstanding the foregoing, the Builder's Risk Insurance coverage required by Section 11.1.1.5 shall be maintained by the CMAR without interruption from the date of commencement of the Work through the date Owner (a) issues a Certificate of Substantial Completion for the Work and (b) is able to take possession of and occupy the Work for its intended use.

The policy or policies so issued in the name of CMAR shall also name Subcontractors, Sub-subcontractors and the Owner as additional insureds, as their respective interests may appear. The insurance coverage provided under this Section 11.1 shall be primary coverage. If the coverages provided under this Section 11.1 are written with stipulated amounts deductible under the terms of the policy, the CMAR shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by and through such coverages.

If the Owner is damaged by the failure of the CMAR to maintain such insurance and to so notify the Owner then the CMAR shall bear all reasonable costs properly attributable thereto. Nothing contained herein shall limit or waive CMAR's legal or contractual responsibilities to Owner or others.

125. Section 11.1.3 is hereby amended by deleting Section 11.1.3 in its entirety and replacing it with a new Section 11.1.3 to read as follows:

> **§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to Owner's execution of the Agreement and thereafter upon renewal or replacement of each required policy of insurance. Certificate(s) of insurance provided to attest to coverage shall specifically cite each element of coverage and not less than limits set forth in Section 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, Insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in Section 11.1.4. The term "Commercial General Liability" shall mean all of the coverage listed in Section 11.1.1.1 unless specifically noted otherwise in the certificate. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The CMAR shall furnish such certificates of insurance, executed by the insurer or its authorized agent, to the Town of Prosper Purchasing Manager. The certificates of insurance shall state 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:
>
> <Project Name and Project Number>
> Town of Prosper
> Attn: Purchasing Agent
> P.O. Box 307
> Prosper, Texas 75078
>
> CMAR shall permit Owner to examine the insurance policies, or at Owner's option, CMAR shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1. Failure to provide or maintain any of the coverages required by Section 11.1 shall be deemed a material breach of the Agreement and shall result in termination unless immediately cured by CMAR.

126. Section 11.1.4 is hereby amended by deleting Section 11.1.4 in its entirety and replacing it with a new Section 11.1.4 to read as follows:

> **§ 11.1.4** With reference to the foregoing required insurance, the CMAR shall also endorse applicable insurance policies as follows:
>
> .1 A waiver of subrogation in favor of the Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
>
> .2 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.
>
> .3 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.

127. Section 11.1 is hereby amended by adding a new Section 11.1.5 to read as follows:

> **§ 11.1.5** CMAR and its subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of CMAR and its Subcontractors and Sub-subcontractors are in force and the necessary certificates and statements required by Section 11.1 have been received by Owner and the Architect has issued a written notice to proceed.

128. Section 11.1 is hereby further amended by adding a new Section 11.1.6 to read as follows:

> **§ 11.1.6.** With respect to Workers' Compensation insurance, the CMAR 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 follows:
>
> **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 CMAR'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 CMAR has undertaken to perform on the project, regardless of whether that person contracted directly with the CMAR 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 CMAR 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 CMAR providing services on the project, for the duration of the project.

3. The CMAR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the CMAR's current certificate of coverage ends during the duration of the project, the CMAR 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 CMAR 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 CMAR, 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 CMAR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The CMAR shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the CMAR 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 CMAR 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 CMAR 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 CMAR, 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 CMAR, 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 CMAR:

(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 CMAR is representing to the governmental entity that all employees of the CMAR 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 CMAR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The CMAR's failure to comply with any of these provisions is a breach of contract by the CMAR which entitles the governmental entity to declare the contract void if the CMAR does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

129. Section 11.2, including all Subsections thereto, is hereby deleted in its entirety.

130. Section 11.3, including all Subsections thereto, is hereby deleted in its entirety.

131. Section 11.4 is hereby deleted in its entirety and a new Section 11.4 is hereby adopted to read as follows:

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The CMAR shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The performance and payment bonds shall be issued in the form attached to this Addendum as Exhibits A and B. Other performance and payment bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the one-year warranty period after acceptance as described in the Contract Documents. In the event of a conflict between the bonding requirements contained in this Article 11 and any other provision contained in the Contract Documents or the applicable request for bids or sealed proposals the more stringent requirements and higher limits shall control.

§ 11.4.2 The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Owner, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the CMAR shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds and proof to establish adequate financial capacity for this Project upon Owner's 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.

§ 11.4.3 Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that the amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the Agreement. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.5 All bonds shall be originals. The CMAR shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the CMAR's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the CMAR shall furnish to the satisfaction of the Owner within ten (10)

business days after notice to do so. In default thereof, the CMAR may be suspended, and all payment or money due to the CMAR withheld.

132. Section 11.5 together with Subsections 11.5.1 and 11.5.2 are hereby deleted in their entirety

133. Section 12.2.2 is hereby amended by deleting any reference to "one year" and replacing it with "two years."

134. Section 12.2.2.3 in its entirety and replacing it with a new Section 12.2.2.3 to read as follows:

§ 12.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the CMAR pursuant to this Section 12.2.

135. Section 12.2 is hereby amended by adding a new Section 12.2.6 to read as follows:

§ 12.2.6 CMAR shall (i) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of two (2) years from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or defects in the Work.

136. Section 12.2 is hereby further amended by adding a new Section 12.2.7 to read as follows:

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by subcontractors of the CMAR as well as work done directly by employees of the CMAR. The provisions of this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate CMAR of Owner (unless CMAR is acting in such capacities). The cost to CMAR of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by CMAR.

137. Section 12.2 is also hereby amended by adding a new Section 12.2.8 to read as follows:

> **§ 12.2.8** If, however, Owner and CMAR deem it inexpedient to require the correction of work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum and the Guaranteed Maximum Price shall be made by agreement between CMAR and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due CMAR. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

138. Section 12.2 is hereby further amended by adding a new Section 12.2.9 to read as follows:

> **§ 12.2.9** CMAR's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

139. Section 13.1 is hereby amended by deleting Section 13.1 in its entirety and replacing it with a new Section 13.1 to read as follows:

> **§ 13.1** The Contract Documents shall be governed by the laws of the State of Texas. The Contract is deemed performable entirely in Collin County, Texas. Any litigation to enforce or interpret any terms of the Contract Documents or any other litigation arising out of or as a result of the Work shall be brought in the State courts of Collin County, Texas.

140. Section 13.4.1 is hereby amended by deleting Section 13.4.1 in its entirety and replacing it with a new Section 13.4.1 to read as follows:

> **§ 13.4.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The CMAR shall use only materials in the Work, which meet the requirements of the Specifications. The Owner will contract for, independently of the CMAR, such inspection services, testing of construction materials engineering, and verification testing services necessary for the acceptance of the Work by the Owner. The CMAR shall give timely notice to the Architect and such other persons or entities selected by the Owner of

the need for such services. The CMAR shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the Work. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CMAR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. All materials not conforming to the requirements of the Specifications will be rejected. Repeating any of the foregoing procedures after failure to pass any such test, inspection or approval shall be at the sole cost and expense of the CMAR as provided in Section 13.4.2.

141. Section 13.4.2 is hereby amended by deleting Section 13.4.2 in its entirety and replacing it with a new Section 13.4.2 to read as follows:

§ 13.4.2 Owner shall pay for the initial testing performed by the engineering testing laboratory retained by the Owner on materials furnished and Work performed by CMAR. Retesting after failure to pass any test shall be at the sole expense of the CMAR. Payment for any and all Retests may be deducted and permanently withheld from the CMAR's total compensation unless the CMAR pays for such Retests within 20 days of the receipt of an invoice for such Retest.

Owner shall not be liable for or responsible to pay for tests or Retests performed by any person or entity other than the engineering testing laboratory retained by Owner for that purpose.

142. Section 13.5 is hereby amended by deleting Section 13.5 in its entirety and replacing it with a new Section 13.5 to read as follows:

§ 13.5 Payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

143. Article 13 is hereby amended by adding a new Section 13.6 to read as follows:

§ 13.6 CMAR'S RECORDS

CMAR agrees to furnish Owner such information as may be available in CMAR's files and records for the Project for the purpose of aiding Owner in establishing a depreciation

schedule for the Project or such portions thereof as Owner may determine.

144. Article 13 is hereby amended by adding a new Section 13.7 to read as follows:

§ 13.7 The CMAR shall certify in writing that no materials used in the work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The CMAR shall provide this written certification as part of submittals under the Section in the Contract Documents related to closing out the Project.

145. Article 13 is hereby amended by adding a new Section 13.8 to read as follows:

§ 13.8 The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the CMAR in interpreting the Contract Documents; however, such assistance shall not relieve the CMAR from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed work not in accordance with the Contract Documents to be performed shall not prevent the Architect from insisting that the faulty work be corrected to conform to the Contract Documents and the CMAR shall correct same. If, however, Architect or Architect's Representative interprets the Contract Documents incorrectly and specifically directs CMAR to perform work in a manner that is not in accordance with the Contract Documents any corrective work required to cure the faulty work will require the preparation and approval of a Change Order.

146. Section 14.1.1 is hereby amended by deleting Section 14.1.1 in its entirety and replacing it with a new Section 14.1.1 to read as follows:

§ 14.1.1 The CMAR may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the CMAR, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for or on behalf of the CMAR, for any of the following reasons:

147. Section 14.1.1.2 is hereby amended by inserting the word "or" at the end of the current line.

148. Section 14.1.1.3 is hereby amended by deleting ": or" at the end of the current line and inserting a period (.).

149. Section 14.1.1.4 is hereby deleted in its entirety.

150. Section 14.1.2 is hereby amended by deleting Section 14.1.2 in its entirety and replacing it with a new Section 14.1.2 to read as follows:

> **§ 14.1.2** The CMAR may terminate the Contract if, through no act or fault of the CMAR, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for or on behalf of the CMAR, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

151. Section 14.1.3 is hereby amended by deleting Section 14.1.3 in its entirety and replacing it with a new Section 14.1.3 to read as follows:

> **§ 14.1.3** If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the CMAR may, upon 7 days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

152. Section 14.1.4 is hereby amended by deleting Section 14.1.4 in its entirety and replacing it with a new Section 14.1.4 to read as follows:

> **§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the CMAR, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work for or on behalf of the CMAR, because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the CMAR may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

153. Section 14.2.2 is hereby amended by deleting Section 14.2.2 in its entirety and replacing it with a new Section 14.2.2 to read as follows:

> **§ 14.2.2** When any of the reasons described in Section 14.2.1 exist the Owner may without prejudice to any other rights or remedies of the Owner and after giving the CMAR and the CMAR's Surety, if any, seven (7) days' written notice, terminate employment of the CMAR and may, subject to any prior rights of Surety:
>
> .1 take possession of the site and of all materials, equipment, tools, and construction equipment, and machinery thereof owned by the CMAR.
>
> .2 accept assignment of subcontracts pursuant to Paragraph 5.4.
>
> .3 finish the Work by whatever reasonable method the Owner may deem expedient.

154. Section 14.4.3 is hereby amended by deleting Section 14.4.3 in its entirety and replacing it with a new Section 14.4.3 to read as follows:

> **§ 14.4.3** In the case of such termination for the Owner's convenience, the CMAR shall be entitled to receive payment for Work executed, for profits only on that portion of the Work executed, and for reasonable costs of demobilization.

155. Section 15.1.2 is hereby deleted in its entirety.

156. Section 15.1.3.1 is hereby amended by deleting Section 15.1.3.1 in its entirety and replacing it with a new Section 15.1.3.1 to read as follows:

> **§ 15.1.3.1** Claims by the CMAR must be initiated within 21 days after occurrence of the event giving rise to such Claim. Claims by the CMAR must be initiated by written notice to the Owner and Initial Decision Maker with a copy to the Architect if the Architect is not serving as the Initial Decision Maker.

157. Section 15.1.3.2 is hereby deleted in its entirety.

158. Section 15.1.4.1 is hereby amended by deleting Section 15.1.4.1 in its entirety and replacing it with a new Section 15.1.4.1 to read as follows:

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the CMAR shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare change orders and issue certificates for payment in accordance with the decision of the Initial Decision Maker and subject to the consent and agreement of the Owner.

1589 Section 15.1.5 is hereby amended by deleting Section 15.1.5 in its entirety and replacing it with a new Section 15.1.5 to read as follows:

§ 15.1.5 If the CMAR wishes to make a Claim for an increase in the Contract Sum, written notice as required by the Contract Documents shall be given to the Owner by the CMAR, and written notice received by the CMAR from Owner acknowledging the claim and authorizing construction activity to proceed, before the CMAR shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under the provisions of Section 15.2. Documentation of claims shall conform to the requirements of Article 7.

160. Section 15.1.6.2 is hereby amended by adding the following provision to the end of Section 15.1.6.2 to read as follows:

The CMAR shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site, as determined from climatological data set forth in this Section. The CMAR shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions.

Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical cumulative average number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows,

based upon regional weather data from the National Weather Service (Dallas / Fort Worth, TX Weather Forecast Office):

Average Rain Days per Month

Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
3	2	3	2	4	3	3	2	3	3	2	2

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be promptly submitted to the Owner and no later than fourteen (14) days after the event(s) giving rise to such claim. The notice shall, in writing, specify the nature and duration of the delays or disruptions and the anticipated effect such weather days will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such weather days and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for

compensation, damages or mitigation of liquidated damages for any such delays."

161. Section 15.2.1 is hereby amended by deleting Section 15.2.1 in its entirety and replacing it with a new Section 15.2.1 to read as follows:

> **§ 15.2.1** Claims by the CMAR against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred initially to the Initial Decision Maker for consideration and recommendation to the Owner. An initial recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or litigation of all Claims by the CMAR arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no recommendation having been rendered by the Initial Decision Maker. The Architect shall serve as the Initial Decision Maker, unless otherwise indicated in the Contract Documents.

162. Section 15.2.2 is hereby amended by deleting Section 15.2.2 in its entirety and replacing it with a new Section 15.2.2 to read as follows:

> **§ 15.2.2** The Initial Decision Maker will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the CMAR; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Initial Decision Maker is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

163. Section 15.2.4 is hereby amended by deleting the last sentence of Section 15.2.4 and replacing it with a new sentence to read as follows:

> Upon receipt of the response or supporting data, if any, the Initial Decision Maker shall make a recommendation to the Owner regarding the claim or any part of the claim.

164 Section 15.2.5 is hereby amended by deleting Section 15.2.5 in its entirety and replacing it with a new Section 15.2.5 to read as follows:

> **§ 15.2.5** The Initial Decision Maker will render an initial recommendation regarding the claim, or indicating that the Initial Decision Maker is unable to make a recommendation. This initial recommendation shall (1) be in writing; (2) state the reasons therefore; and (3) notify the parties and the Architect,

if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Following receipt of the Initial Decision Maker's initial recommendation regarding a claim, the Owner and CMAR shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Section 15.3.

165. Section 15.2.6 is hereby deleted in its entirety.

166. Section 15.2.6.1 is hereby deleted in its entirety.

167. Section 15.2.7 is hereby deleted in its entirety.

168. Section 15.2.8 is hereby deleted in its entirety.

169. Section 15.2 is hereby amended by adding a new Section 15.2.9 to read as follows:

§ 15.2.9 Waiver of Lien. It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

170. Section 15.3 and all of its Subsections, including Sections 15.3.1 through 15.3.4, are hereby amended by deleting such Sections in their entirety and replacing such Sections with new Sections 15.3, 15.3.1, 15.3.2, 15.3.3 and 15.3.4 to read as follows:

§ 15.3 MEDIATION

§ 15.3.1 In the event that the Owner or the CMAR shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

§ 15.3.3 In the event the Owner and the CMAR are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 Venue for any mediation or lawsuit arising under this contract shall be in Collin County, Texas.

171. Section 15.3 is hereby further amended by adding new Section 15.3.5 to read as follows:

§ 15.3.5 The parties shall share the mediator's fee equally. The mediation shall be held in Collin County unless another location is mutually agreed upon by and between the parties. Agreements reached in or through mediation shall be enforceable in the state courts of Collin County, Texas.

172. Section 15.4 is hereby amended by deleting the entirety of Section 15.4 together with all of Sections 15.4.1, 15.4.1.1, 15.4.2, and 15.4.3 in their entirety.

173. Section 15.4.4 is hereby amended by deleting the entirety of Section 15.4.4.1 together with all of Sections 15.4.4.2, 15.4.4.3 in their entirety.

174. The *General Conditions of the Contract for Construction*, AIA Document A201-2017 is hereby further amended by deleting all references to arbitration from the Index and all other Sections, Subsections, paragraphs, provisions and/or phrases of such document.

II.

In the event of conflict in the language of the Agreement and this Addendum, the terms of this Addendum shall be final, controlling and binding upon the parties. Where a portion of the Agreement is not amended, replaced, modified and/or supplemented by this Addendum, the unaltered portions of the Agreement shall remain in full force and effect.

III.

This Addendum, when combined with the Agreement contains the entire agreement between Owner and Construction Manager with respect to the subject matter hereof, and except as otherwise provided herein cannot be modified without written agreement of the parties. Said Agreement shall be fully effective as written except that it shall be read as if the foregoing deletions, modifications and additions were incorporated therein word for word.

IV.

This Addendum and the Agreement are entered into subject to the Prosper Town Charter and ordinances of Town, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Construction Manager will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Construction Manager's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

V.

If any of the terms, provisions, covenants, conditions or any other part of this Addendum are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Addendum shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

VI.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Addendum may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Addendum.

VII.

For purposes of this Addendum, including its intended operation and effect, the parties (Owner and Construction Manager) specifically agree and contract that: (1) the Addendum only affects matters/disputes between the parties to this Addendum, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with Owner or Construction Manager or both; and (2) the terms of this Addendum are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Owner or Construction Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

OWNER:

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

Date Signed: _____

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM:

_____

Terrence S. Welch, Town Attorney

CONSTRUCTION MANAGER:

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

Date Signed: 6/7/2022

THE STATE OF TEXAS,
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Harlan Jefferson, Town Manager of the **TOWN OF PROSPER**, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the Town's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2022.

_____
Notary Public Denton County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF Collin

This instrument was acknowledged before me on the 7 day of June, 2022, by Ben Pogue, in his capacity as President/Chief Executive Officer of Ben Pogue, LC, a Texas Limited Liability Company, General Partner of **Pogue Construction Co., LP**, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that Ben Pogue is the President/Chief Executive Officer of Ben Pogue, LC, a Texas Limited Liability Company, which is the General Partner of **Pogue Construction Co., LP**, a Texas Limited Partnership, and that he executed the same on behalf of and as the act of Ben Pogue, LC, General Partner of **Pogue Construction Co., LP.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7
DAY OF June, 2022.

Maria Carolina Haylow
Notary Public 130232050 County, Collin
My commission expires 5/19/23

MARIA CAROLINA HAYLOW
Notary ID #130232050
My Commission Expires
May 19, 2023