



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, July 26, 2016
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of recent and upcoming events.

4. **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.)

4a. Consider and act upon minutes from the following Town Council meetings. **(RB)**

- Regular Meeting – July 12, 2016

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

5. **CITIZEN COMMENTS:**

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

REGULAR AGENDA:

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

PUBLIC HEARINGS:

6. Conduct a Public Hearing and consider and act on a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential, on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (CA16-0002). [Companion Case Z16-0004] **(JW)**

7. Conduct a Public Hearing and consider and act upon a request to rezone 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (Z16-0004). [*Companion Case CA16-0002*] **(JW)**
8. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a retail building with a flat roof, parapet wall and cornice, in the Shops at Prosper Trail, Block A, Lot 3, on 1.3± acres, located on the east side of Preston Road, 175± feet north of Prosper Trail. (S16-0007). **(JW)**
9. Conduct a Public Hearing, and consider and act upon an ordinance amending the Town's Zoning Ordinance, Ordinance No. 05-20, as amended, by amending Subsection 2.6 of Section 2 of Chapter 4, Subsection 4.3 of Section 4 of Chapter 4, and Subsection 5.2 of Section 5 of Chapter 4 regarding Downtown Office (DTO) District landscaping, screening and off-street parking requirements. (Z16-0012). **(JW)**

DEPARTMENT ITEMS:

10. Consider and act upon awarding Bid No. 2016-58-B Prosper Road Improvement Project 2016, to GRod Construction, LLC, related to construction services for DNT and Prosper Trail Reconstruction; and authorizing the Town Manager to execute a construction agreement for same. **(FJ)**
11. Discussion on Town Hall/Multi-Purpose Facility. **(HW)**

12. **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:

12a. *Section 551.087 – To discuss and consider economic development incentives.*

12b. *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.*

13. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
14. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
 - Broadway Enhancements. **(HW)**
 - FY 2016-2017 Budget Calendar. **(RB)**
15. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on July 22, 2016, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Noticed 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.

<p>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.</p>



Prosper is a place where everyone matters.

MINUTES
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway Street
Prosper, TX 75078
Tuesday, July 12, 2016

1. Call to Order/Roll Call.

The meeting was called to order at 6:02 p.m.

Council Members Present:

Mayor Pro-Tem Curry Vogelsang, Jr.
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Michael Korbuly
Councilmember Kenneth Dugger (arrived at 6:08 p.m.)
Councilmember Meigs Miller
Councilmember Mike Davis

Council Members Absent:

Mayor Ray Smith

Staff Members Present:

Hulon Webb, Executive Director of Development and Community Services
Robyn Battle, Town Secretary/Public Information Officer
Terrence Welch, Town Attorney
John Webb, Development Services Director
Alex Glushko, Senior Planner
Jonathan Hubbard, Planner
Michael Bulla, CIP Project Manager
Betty Pamplin, Accounting Manager
January Cook, Purchasing Agent
Doug Kowalski, Chief of Police
Ronnie Tucker, Fire Chief

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

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

3. Announcements of recent and upcoming events.

Councilmember Miller read the following announcements:

The next "Fun Fridays at Frontier" will take place on July 15 at 10:00 a.m. in Frontier Park. This week's theme is "Christmas in July." Throughout the summer, the Parks and Recreation Department and the Library will hold weekly themed programs designed to keep young people physically and mentally fit during the summer months.

Several summer youth camps and adult fitness classes are now open for registration. Please visit www.prosperparksandrec.org for more information and to register.

Pavecon will begin road construction July 18 on First Street from Coit Road to Custer Road. The construction will take approximately four weeks, weather permitting. During this time, traffic flow will be restricted to one lane, eastbound only. Motorists are advised to use caution in this area.

The Prosper Police Department will host "Coffee with a Cop" on Thursday, July 21, from 8:00-10:00 a.m. at the Kroger Marketplace on Preston Road. Residents are invited to get to know their local police officers and ask questions about local police efforts in Prosper. Children are welcome to attend.

Councilmember Miller expressed his condolences on behalf of the Town Council for those affected by the shooting in Dallas on July 7. He thanked the residents for the generous outpouring of support for the Prosper Police Department over the past several days, and personally thanked Police Chief Doug Kowalski, Fire Chief Ronnie Tucker, and the members of the Police and Fire Departments for their efforts to keep our community safe.

4. 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.)

- 4a. Consider and act upon minutes from the following Town Council meetings. (RB)**
 - Regular Meeting – June 28, 2016
 - Special Meetings – June 29, 2016
- 4b. Receive the May 2016 Financial Report. (BP)**
- 4c. Consider and act upon approving the purchase of self-contained breathing apparatus, from Municipal Emergency Services, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. (JC)**
- 4d. Consider and act upon awarding Bid No. 2016-59-B to Durable Specialties, Inc., related to construction services for the First Street and DNT Traffic Signal Project; and authorizing the Town Manager to execute a construction agreement for same. (MB)**
- 4e. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project. (HW)**
- 4f. Consider and act upon an amendment to the Capital Improvement Plan. (HW)**
- 4g. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)**

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 6-0.

5. CITIZEN COMMENTS:

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a “Public Meeting Appearance Card” and present it to the Town Secretary prior to the meeting.

Loretta Baker, 115 E. 7th Street, Prosper, did not wish to speak, but expressed her support for a museum in the new Town Hall/Multi-Purpose Facility.

REGULAR AGENDA:

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PUBLIC HEARINGS:

- 6. Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002). (JW)**

Development Services Director John Webb presented this item before the Town Council. The applicant has requested this item be tabled to the August 9, 2016, Town Council meeting in order to resubmit a sign package to incorporate items discussed with Terra Verde and the Executive Development Team.

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Dugger seconded the motion to table Item 6 to the August 9, 2016, Town Council meeting. The motion was approved by a vote of 6-0.

- 7. Conduct a Public Hearing, and consider and act upon an ordinance for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road. (MD16-0007). (JW)**

Development Services Director John Webb presented this item before the Town Council. On April 12, 2016, the Town Council adopted an ordinance for a Special Purpose Sign District for the Gates of Prosper. Since adoption of the ordinance, the applicant has determined that the original request for increased wall sign height on two of the buildings is not of sufficient height for the proposed tenants, and is seeking a variance to allow for a further increase to the wall sign height allowance. The applicant is proposing to increase the wall sign height from 9' to 30' 1" for Field & Stream and from 9' to 15' 0.25" for Dick's Sporting Goods to allow for their typical corporate identification. The applicant is also proposing to allow for an increase in wall sign height on the rear of the building from 5' to 9'

for Dick's Sporting Goods and from 5' to 7' 4" for Field & Stream. Mr. Webb added that the rear signage will not be illuminated.

Mayor Pro-Tem Vogelsang opened the Public Hearing.

With no one speaking, Mayor Pro-Tem Vogelsang closed the Public Hearing.

Councilmember Miller made a motion and Councilmember Davis seconded the motion to approve Ordinance No. 16-43 for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road. The motion was approved by a vote of 6-0.

DEPARTMENT ITEMS:

8. **Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," including the adoption of an ordinance authorizing the issuance of such bonds and approving all other matters incident thereto. (HJ)**

Accounting Manager Betty Pamplin introduced Jason Hughes from FirstSouthwest, the Town's financial advisor, who presented this item before the Town Council. Also present for the discussion was Chris Settle from McCall, Parkhurst and Horton L.L.P., the Town's bond counsel. Mr. Hughes reviewed the terms of the bond sale, stating that interest rates are at an historic low. Proceeds from the sale of the bonds will be used for the following purposes:

- constructing and equipping of a multi-purpose municipal facility;
- constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs;
- constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs;
- paying the costs associated with the issuance of the Certificates; and
- paying legal, fiscal, engineering and architectural fees in connection with these projects.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to adopt Ordinance No. 16-44 authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," and approving all other matters related thereto. The motion was approved by a vote of 6-0.

9. **Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving all other matters incident thereto. (HJ)**

Mr. Hughes continued the presentation on the Certificates of Obligation. Responding to a question from the Town Council, Mr. Hughes stated that the Town has already refinanced all available remaining debt to take advantage of low interest rates.

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Dugger seconded the motion to adopt Ordinance No. 16-45 authorizing the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," and approving all other matters related thereto. The motion was approved by a vote of 6-0.

10. Consider and act upon a request for a Façade Exception for the Tribute Memory Care Facility in the Prosper Town Center development, located on the west side of Hays Road, 900± feet north of First Street. (MD16-0006). (JW)

Development Services Director John Webb presented this item before the Town Council. The applicant is requesting the exterior of the proposed structure to be constructed of a combination of brick, stone and cementitious fiber board siding (HardiePlank). The Zoning Ordinance requires the exterior of the buildings to be 100% masonry, and the cementitious fiber board siding is not considered a masonry material per the Zoning Ordinance.

In April 2016, Town staff approved a Façade Plan for the building, proposed to be constructed entirely of a brick and stone exterior meeting the requirements of the Zoning Ordinance. With the adoption of the Façade Exception process, the applicant is now proposing the use of cementitious fiber board on the perimeter of the building, within the courtyards, within the service areas, and in the centrally located clear story element. The intent of the request is to change the character of the structure to a more residential look, and to obtain a cost savings.

Charles Hodges, 13542 Omega, Dallas, is the project architect. He addressed the Town Council and went into greater detail on the merits of the request, noting that the fiber board material would reduce the amount of ambient heat in the courtyard, making it more comfortable for the residents.

John Harris, 170 N. Preston Road, Suite 10, Prosper, spoke in favor of the item.

Mr. Webb stated that the Planning & Zoning Commission recommended approval of the request, subject to the use of cementitious fiber board only within the courtyard areas and on the centrally located clear story element.

After discussion, the Town Council recommended tabling the item to allow further discussion with staff on alternate exterior materials. The applicant agreed. Councilmember Miller made a motion and Councilmember Dugger seconded the motion to table Item 10 to the August 23, 2016, Town Council meeting. The motion was approved by a vote of 5-1, with Councilmember Davis casting the opposing vote.

11. Consider and act upon a request for a Façade Exception for the Gates of Prosper, Phase 1, Block A, Lot 4, located on the northwest corner of future Lovers Lane and US 380, and Block B, Lot 3, located on the northwest corner of future Richland Boulevard and future Lovers Lane. (MD16-0008). (JW)

Development Services Director John Webb presented this item before the Town Council. The developer of the Gates of Prosper is seeking a Façade Exception to three retail buildings within the development to allow for an increase in secondary material. The buildings include Dick's Sporting Goods and Field & Stream, and two retail shell buildings. The Zoning Ordinance limits secondary materials to 10% of an elevation. The applicant is requesting the exterior of the structure of the proposed Dick's Sporting Goods and Field &

Stream to be constructed primarily of brick, stone and concrete tilt wall as required by the ordinance, but are requesting the use of wood, metal, and glass to exceed 10% only on the northern (front) elevation. The applicant is also requesting the use of secondary materials to not exceed 15% per elevation for future modifications, with the exception of the western (front) elevation of the 19,400 square foot building on Lot 4, in which secondary materials will not exceed 25%.

After discussion, Councilmember Miller made a motion and Councilmember Dugger seconded the motion to approve a request for a Façade Exception for the Gates of Prosper, Phase 1, Block A, Lot 4, located on the northwest corner of future Lovers Lane and US 380, and Block B, Lot 3, located on the northwest corner of future Richland Boulevard and future Lovers Lane. The motion was approved by a vote of 6-0.

12. Discuss proposed amendments to the Zoning Ordinance regarding accessory structures and guest houses. (JW)

Development Services Director John Webb presented this item before the Town Council. He reviewed the current Zoning Ordinance as it relates to accessory structures and guest houses. Recent developments of accessory structures and guest houses have warranted the need to review the standards of these uses to ensure the structures do not have a negative impact on adjacent residential properties.

George Dupont, 1400 Harvest Ridge Lane, Prosper, spoke in favor of revising the current ordinance. He noted that the relation of size of the accessory structure and/or guest house as compared to the residence should be considered when revising the ordinance. Other issues include the footprint of the structure, setback, and number of structures on a single lot.

After discussion, the Town Council directed staff to initiate formal amendments to the Zoning Ordinance to be brought forward for Council consideration at a future meeting. No further action was taken.

13. EXECUTIVE SESSION:

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

13a. Section 551.087 – To discuss and consider economic development incentives.

13b. Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

13c. Section 551-074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks and Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

The Town Council recessed into Executive Session at 7:39 p.m.

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

The Town Council reconvened the Regular Session at 8:00 p.m. No action was taken as a result of Executive Session.

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

- **Mosquito Abatement Program (JW)**

John Webb provided an updated on the Town's Mosquito Abatement Program. The Town has received some positive test results in mosquito traps over the past few weeks. To increase awareness and decrease the risk of mosquito-borne illness such as West Nile Virus, Town staff provided several options such as continued use of larvicide in problem areas, a targeted direct-mailing to residents of affected areas, increased educational efforts on the Town website and social media outlets, and aerial spraying. The Town Council directed staff to increase education efforts on the Town website and social media outlets, begin targeted direct-mailings in neighborhoods that receive three consecutive positive tests, and begin aerial spraying in areas that receive four consecutive positive tests.

16. Adjourn.

The meeting was adjourned at 8:22 p.m. on Tuesday, July 12, 2016.

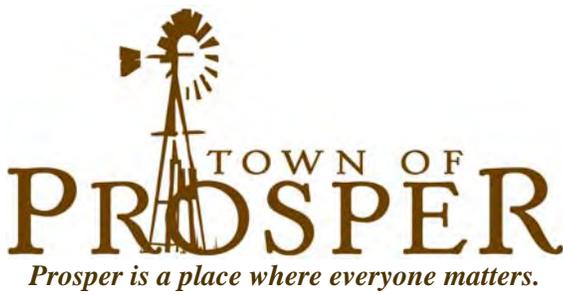
These minutes approved on the 26th day of July, 2016.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – July 26, 2016

Agenda Item:

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

Description of Agenda Item:

Attached is the Site Plan acted on by the Planning & Zoning Commission at their July 12, 2016, meeting. Per the Town's Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for an office building (northeast corner of First Street and Coleman Street)

Attachment Summary:

Project Name	Type	Location	Building Size	Existing/ Proposed Uses	Known Tenant(s)
Office Building	Site Plan	Northeast corner of First Street and Coleman Street	7,378 square feet	Office	Unknown tenants

Town Staff Recommendation:

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

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction purposes.
 CLAYMOORE ENGINEERING
 ENGINEERING AND PLANNING CONSULTANTS
 Engineer: **MATT MOORE**
 P.E. No. 95813 Date: 07/12/2016

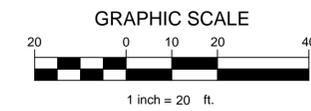
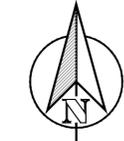
PROPOSED BUILDING
104/108 E 2ND ST
PROSPER, TEXAS

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN:	JEV
DRAWN:	JEV
CHECKED:	MAM
DATE:	7/12/2016

SHEET
SP-1



VICINITY MAP
 N.T.S.

TOWN OF PROSPER SITE PLAN GENERAL NOTES:

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THROUGHFARES 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.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

FLOOD PLAIN NOTE

ACCORDING TO MAP NO. 48085C02351, DATED JUNE 2, 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). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE

CASE#: DI6-0024

SITE PLAN

LEGAL DESCRIPTION
 BRYANT'S FIRST ADDITION
 VOL. 116, PG 162
 LOT 1R, BLOCK 15
 0.64 ACRES

OWNER:
 BROWN AND GRIFFIN REAL ESTATE ADVISORS LP
 PO BOX 129
 PROSPER, TX 75078
 PH:972-347-9900

APPLICANT:
 CLAYMOORE ENGINEERING, INC.
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PH: 817.281.0572

SURVEYOR:
 EAGLE SURVEYING, LLC.
 210 SOUTH ELM STREET, SUITE 104
 DENTON, TX 76201
 ERNEST WOODRSTER
 PH:940.222.3009

CITY: PROSPER STATE: TEXAS
 COUNTY: COLLIN SURVEY: EAGLE SURVEYING, LLC

LEGEND

	EX. FIRE HYDRANT
	FIRE HYDRANT
	WATER METER
	TRANSFORMER
	HEAVY DUTY CONCRETE PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	PRIVATE SIDEWALK

WATER METER SCHEDULE

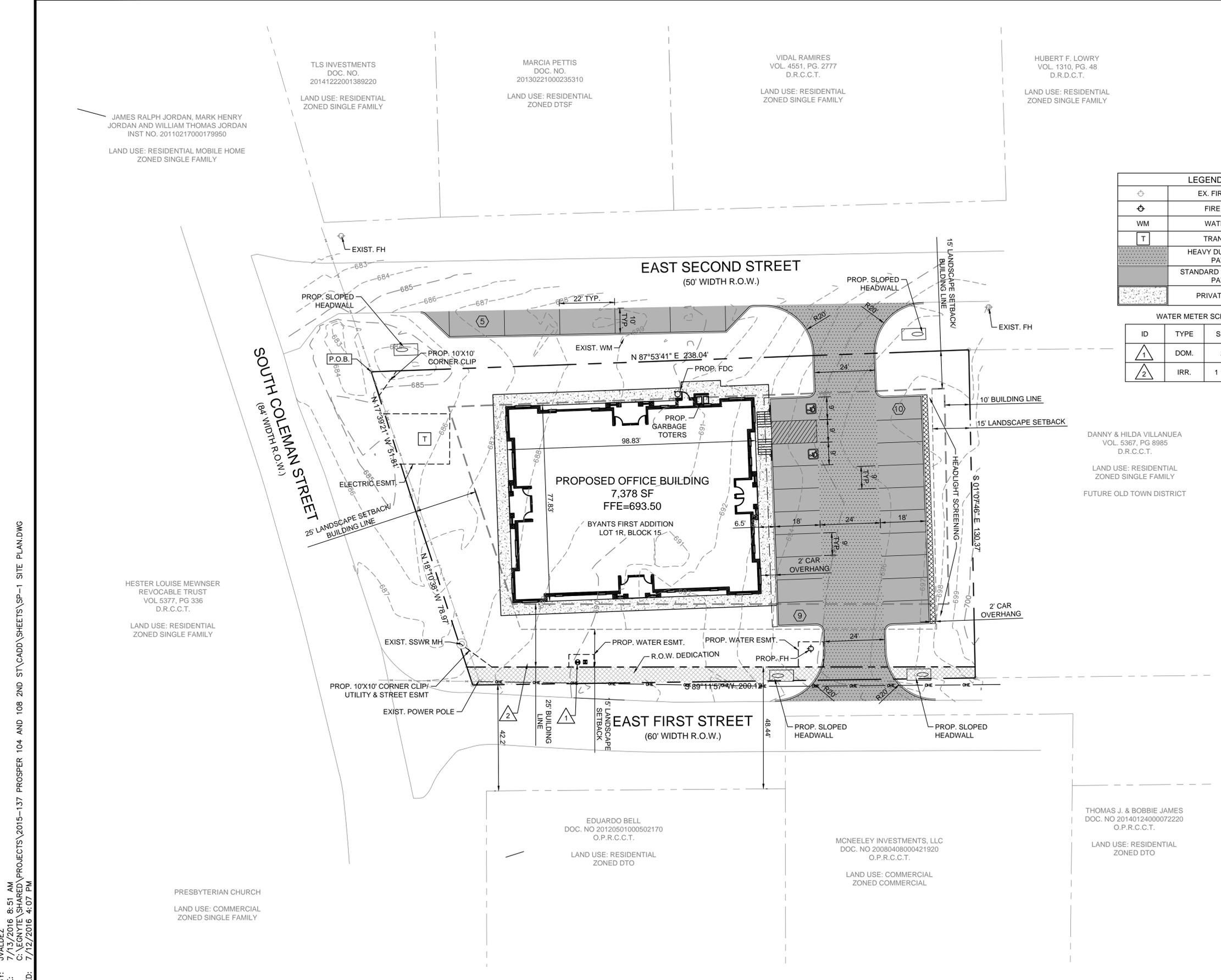
ID	TYPE	SIZE	NO.
1	DOM.	2"	1
2	IRR.	1 1/2"	1

DANNY & HILDA VILLANUEVA
 VOL. 5367, PG 8985
 D.R.C.C.T.
 LAND USE: RESIDENTIAL
 ZONED SINGLE FAMILY
 FUTURE OLD TOWN DISTRICT

THOMAS J. & BOBBIE JAMES
 DOC. NO 2014012400072220
 O.P.R.C.C.T.
 LAND USE: RESIDENTIAL
 ZONED DTO

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.		TOTAL IMPERVIOUS (SQ FT)		LANDSCAPING		OPEN SPACE		
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	REQ. (15 SF PER PARKING SPACE)	PROV.	REQ. (7% SITE AREA), SQ FT	PROV.		
1R	DTO	PROFESSIONAL OFFICE	0.62	26,811	7,378	34'-8"	55% MAX	27.5%	0.5:1 MAX	0.28	OFFICE (1 PER 350 SQ FT)	22	24	1	2	15,654	58%	360	11,157	1876.77	1,943



PLOTTED BY: JVALDEZ
 7/13/2016 8:51 AM
 PLOT DATE: C:\EGNITE\SHARED\PROJECTS\2015-137 PROSPER 104 AND 108 2ND ST\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LOCATION: 7/12/2016 4:07 PM
 LAST SAVED:



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Conduct a Public Hearing and consider and act upon a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential, on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (CA16-0002). *[Companion Case Z16-0004]*

History:

At the May 24, 2016, meeting, the Town Council tabled this item per the applicant's request, and at the June 28, 2016, meeting, the Town Council tabled this item to allow the applicant an opportunity to revise the building elevations and the site layout, specifically for the detention pond/open space requirements, for the companion zoning case. The applicant has revised the building elevations and the site layout to replace the central detention pond with an open space plaza.

Description of Agenda Item:

Town staff has received a request to rezone 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development, Zoning Case Z16-0004.

According to the Comprehensive Plan, Retail & Neighborhood Services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. It notes neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. According to the Plan, High Density Residential is for developments consisting of greater than 2.5 dwelling units per acre and lot sizes less than 10,000 square feet. It notes High Density Residential may take the form of multifamily or single family attached dwelling units and may include mixed-use lofts/apartments, patio homes, snout houses, brownstones and townhomes. The proposed development resembles a townhome development with single story duplex, four-plex, five-plex, and six-plex alley-served buildings. Further description of the Retail & Neighborhood Services and High Density Residential land use types are in the attached excerpt from page 30 of the Comprehensive Plan.

Rezoning requests which do not conform to the Future Land Use Plan shall be accompanied by a request to amend the Future Land Use Plan. The Comprehensive Plan document anticipates the Town will encounter “development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map.”

The document recommends that “development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent)” should be reviewed based on the following questions and should be reviewed on their own merit.

- Will the proposed change enhance the site and the surrounding area?
- Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?
- Will the proposed use impact adjacent residential areas in a negative manner?
- Will the proposed use be compatible with and/or enhance adjacent residential uses?
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
- Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?
- Would it contribute to the Town’s long-term economic stability?

The Plan states, “it should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project.”

In response, the applicant provided a letter regarding the proposed amendment, which addresses the aforementioned criteria. The applicant met with the adjoining residents of the Greenspoint Subdivision to inform them of this request, and indicated there is general support for the proposed Future Land Use Plan amendment and the age-restricted, private gated, senior living development.

The Plan also recommends that “it is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved and the Future Land Use Plan map should be amended accordingly.”

The development will consist of 102 units within duplex, four-plex, five-plex, and six-plex buildings, on 12.7 acres, equating to 8.05 dwelling units per acre on a single lot. Because the development consists of multiple buildings on a single lot, it is technically classified as a

multifamily development. For comparison purposes, the Multifamily District (MF) allows for a maximum of 15 dwelling units per acre. While this request is classified as a multifamily development, it more closely resembles a townhome development.

As is noted in the Economic Analysis Section of the Comprehensive Plan (attached for reference), the Future Land Use Plan can accommodate over 350 acres of retail acres as projected by the economic analysis; however, in 2012 there was over 750 acres of retail development expected based on the assumptions of the Future Land Use Plan. While an abundance of retail and the associated sales tax can benefit to the Town and citizens, the Plan notes “it is recommended that additional neighborhood service retail zoning beyond what is recommended on the Future Land Use Plan should be avoided,” and that an oversupply of retail may have negative consequences. There is currently an approved Preliminary Site Plan for a retail development of the subject property (Case D15-0010). Staff recommends the Town Council consider this opportunity to “down-zone” existing interior retail zoning, which is supported by the Comprehensive Plan.

Legal Obligations and Review:

The Town Council is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan. Town staff has received four Public Hearing Notice Reply Forms; not in opposition to the request. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Existing Future Land Use Plan
2. Proposed Future Land Use Plan
3. Existing and proposed Future Land Use Plan exhibit
4. Applicant’s Letter Regarding Proposed Amendment
5. Page 30 of the Comprehensive Plan
6. Economic Analysis from the Comprehensive Plan
7. Public Hearing Notice Reply Forms

Planning & Zoning Commission Recommendation:

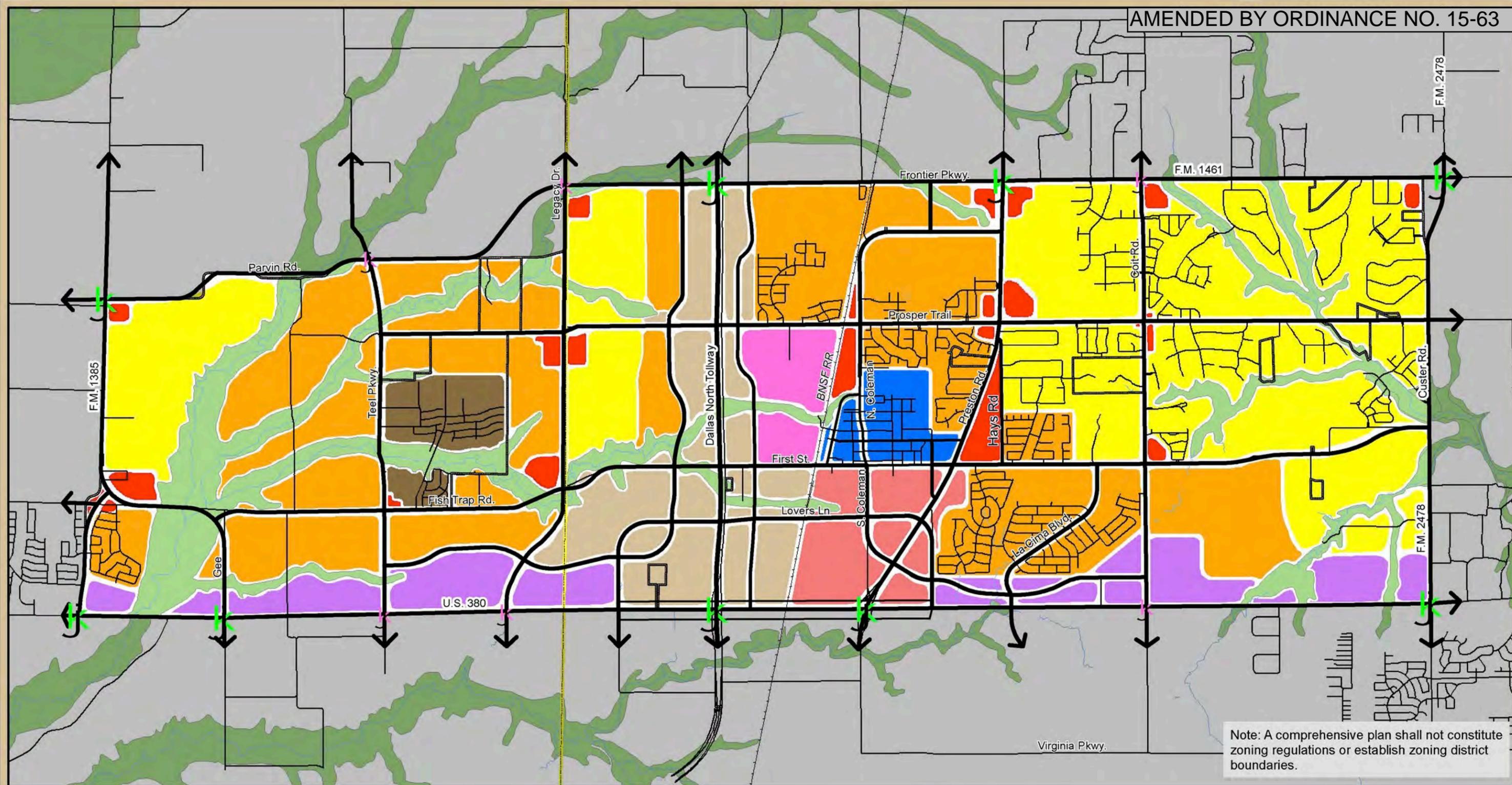
At their April 19, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 5-0.

Town Staff Recommendation:

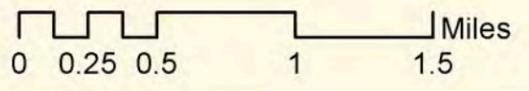
Town staff recommends the Town Council consider and act upon an ordinance amending the Town’s Future Land Use Plan.

Proposed Motion:

I move to _____ (approve / deny) an ordinance amending the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential, on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development.



OCTOBER 2015



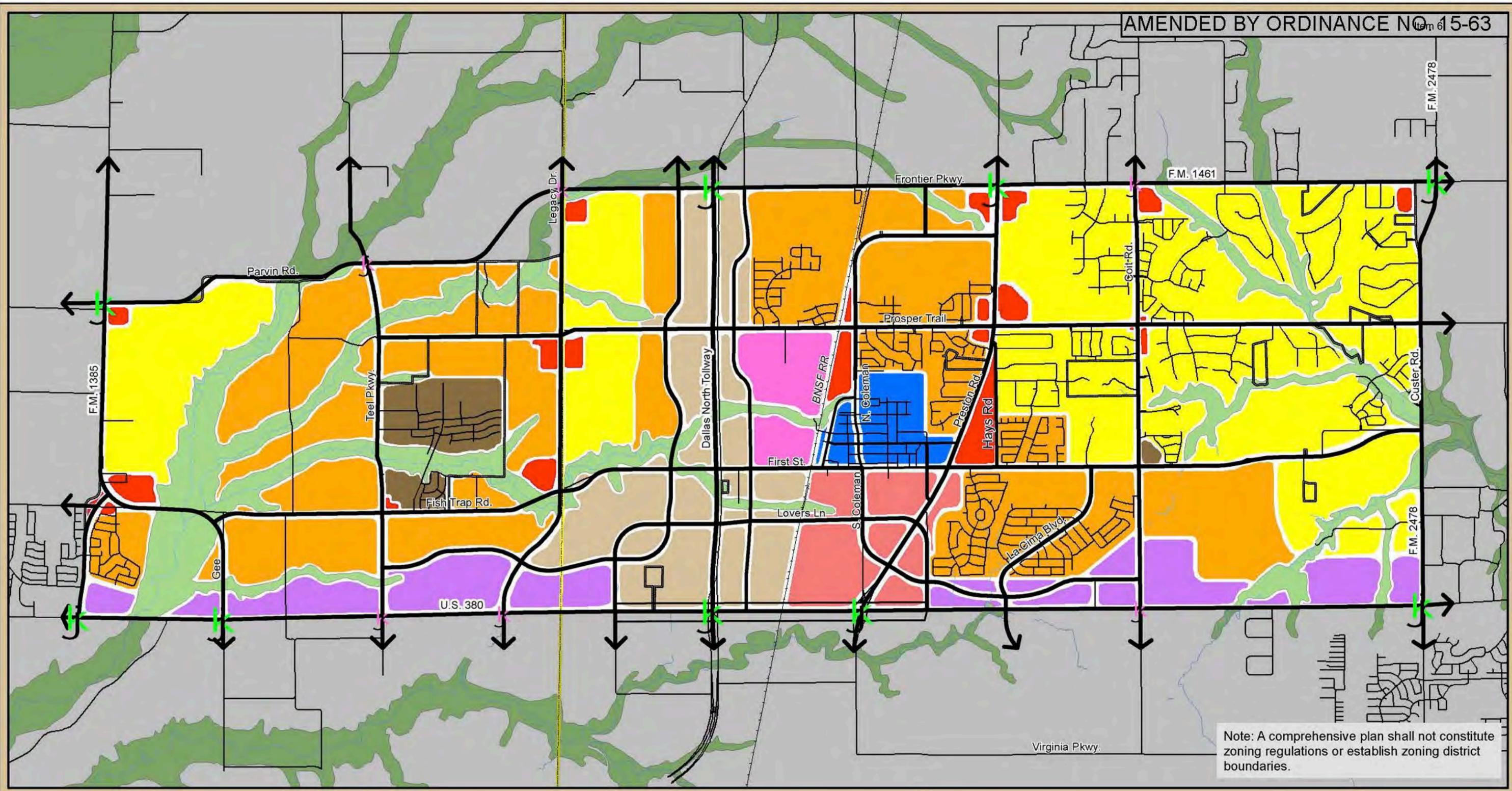
Legend

- | | | |
|--------------------------------|---------------------|--|
| Low Density Residential | Old Town District | Major Gateway
Minor Gateway
Town of Prosper
ETJ |
| Medium Density Residential | Town Center | |
| High Density Residential | Tollway District | |
| Retail & Neighborhood Services | US 380 District | |
| Business Park | 100 Year Floodplain | |
| | | |

CURRENT

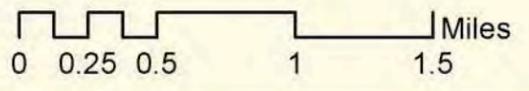
**Future
Land Use
Plan**





Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

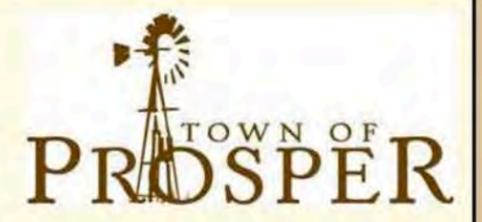
OCTOBER 2015

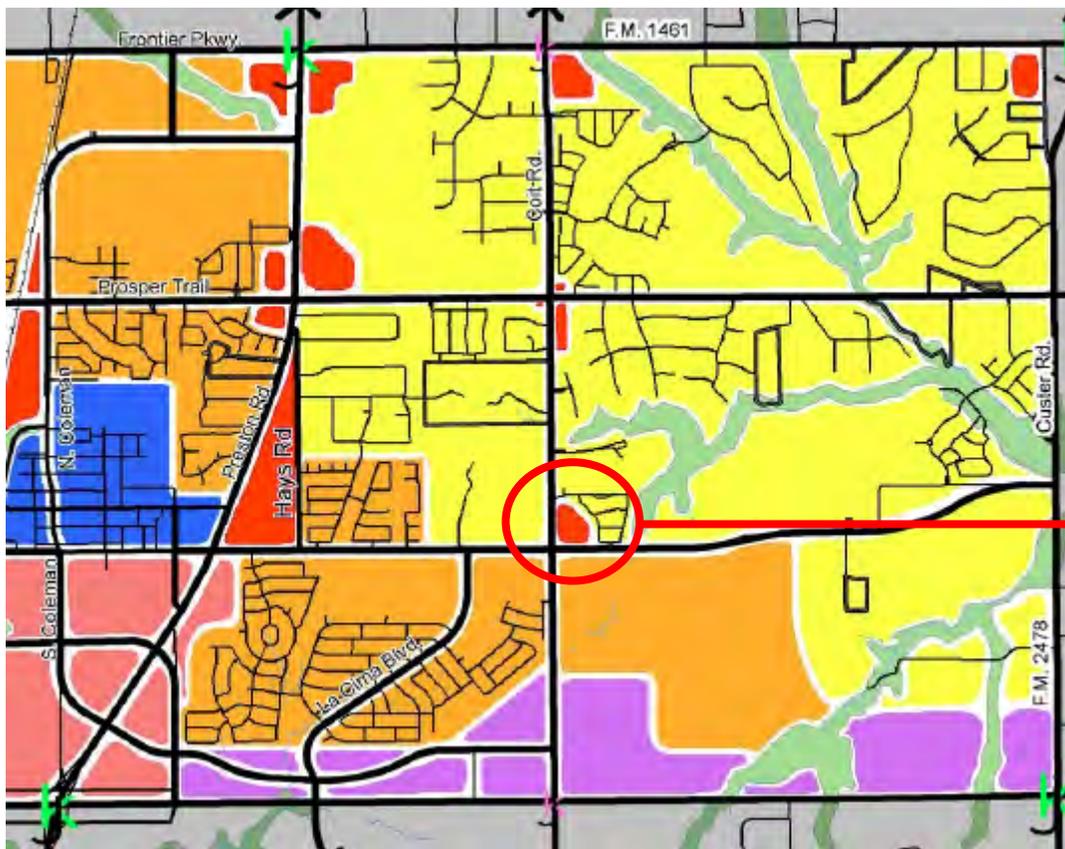


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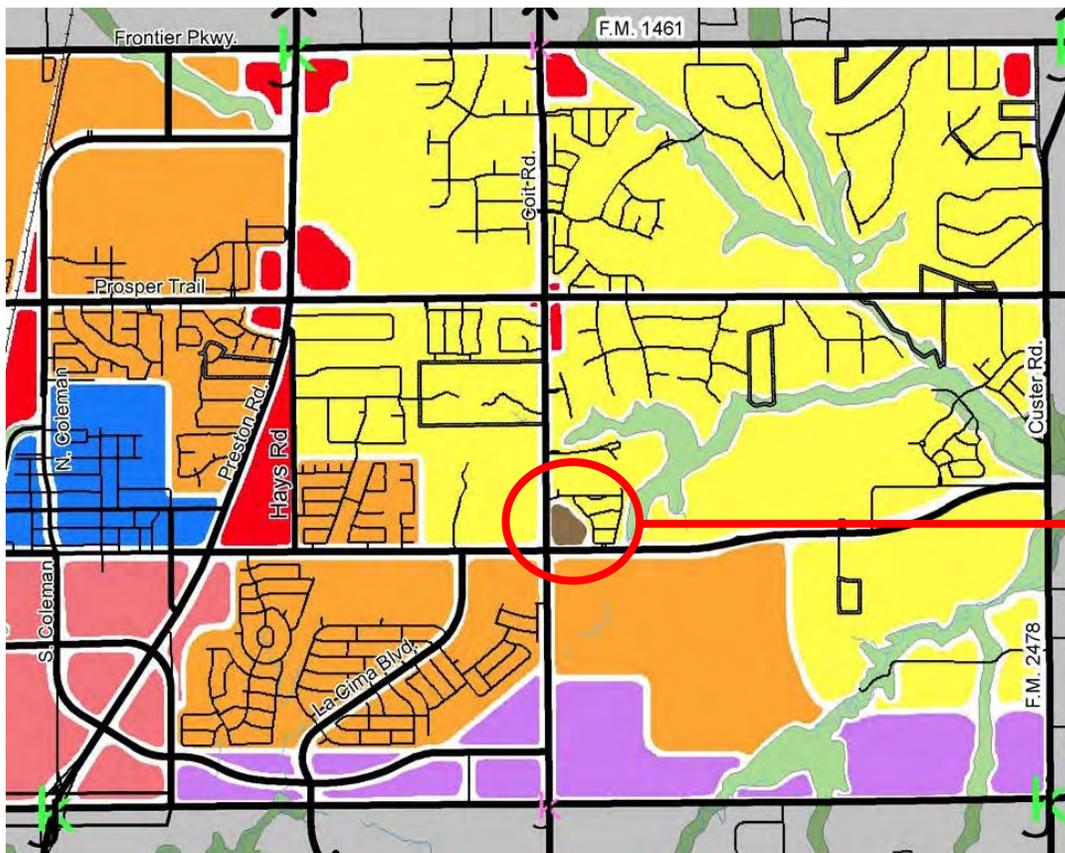
- | | | |
|--------------------------------|---------------------|--|
| Low Density Residential | Old Town District | Major Gateway
Minor Gateway
Town of Prosper
ETJ |
| Medium Density Residential | Town Center | |
| High Density Residential | Tollway District | |
| Retail & Neighborhood Services | US 380 District | |
| Business Park | 100 Year Floodplain | |
| | | |

PROPOSED
Future Land Use Plan





**CURRENT FUTURE
LAND USE
CLASSIFICATION -
RETAIL &
NEIGHBORHOOD
SERVICES**



**PROPOSED FUTURE
LAND USE
CLASSIFICATION -
HIGH DENSITY
RESIDENTIAL**

Legend

Low Density Residential	Old Town District	Major Gateway
Medium Density Residential	Town Center	Minor Gateway
High Density Residential	Tollway District	Town of Prosper
Retail & Neighborhood Services	US 380 District	ETJ
Business Park	100 Year Floodplain	

**Future
Land Use
Plan**

Plate 2

Amendment to the Comprehensive Plan – Future Land Use Plan

The request to change the zoning on property located at the northeast corner of First Street and Coit Road from Retail to a Planned Development District – Multi-Family necessitates an amendment to the Town of Prosper’s Comprehensive Plan. The current Future Land Use Map indicates that the site is to be developed as Retail & Neighborhood Services and appears to have been based on the existing entitlement on the site.

While the High Density Residential category allows a maximum density of 15 units/acre, the proposed Planned Development Standards limit the density of the proposed use to 8.53 units/acre. The traffic impacts, noise and light impacts on the neighborhoods and the future community park will all be significantly reduced with the proposed use.

- **Will the proposed change enhance the site and the surrounding area?**

Yes. The site is currently vacant with significant drainage issues that will be addressed with the proposed development. Development of a single-story, independent, senior facility provides an opportunity to add an important demographic component to the Prosper community. Seniors that choose an independent living community want to be active and provide a new volunteer base that could interact well with the adjacent Kids ‘R Us, the proposed community park and neighborhood churches.

- **Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?**

Yes.

- From a planning standpoint, the existing, intense retail designation seems to be out of context with the surrounding properties:

- North – Retail & Neighborhood Service and on the lot immediately north, the Kids R Kids proposed development
- East – Low Density Residential - Greenspoint neighborhood
- South – Medium Density Residential - undeveloped
- West – Low Density Residential for the future community park

Given the small parcel size, 12.6 acres, there is little opportunity to buffer the negative secondary effects of the current retail zoning, with an approved Concept Plan that includes over 65,000 square feet of retail and over 32,000 square feet of office, from the single family neighborhoods.

- In addition, from a redundancy of use standpoint, there is a large retail tract to the west of the site at First Street and Preston Road and there is a very large tract south on Coit Road at SH 380 that is planned for the US 380 District and will include retail and commercial uses. Both of these commercial centers are more than adequate to serve the resident’s needs, are more appropriately located and are much less intrusive into the single family neighborhoods.

- **Will the proposed use impact adjacent residential areas in a negative manner?**

No. The proposed use is significantly less intensive than the existing use shown on the Land Use Plan.

- **Will the proposed use be compatible with and/or enhance adjacent residential uses?**

- Yes. The proposed single-story, residential development is more compatible with the existing uses in numerous ways:
 - Commercial delivery traffic adjacent to both the Kids ‘R Us and the Greenspoint neighborhood will be eliminated
 - There will be a significant reduction in the noise generated from the site
 - The height of the buildings adjacent to the Greenspoint neighborhood will be reduced
 - General traffic to and from the site will be greatly reduced
- In a meeting with 7 of the residents whose properties abut the proposed Oak Timbers site, all preferred the proposed use – a single-story, senior living community.

- **Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?**

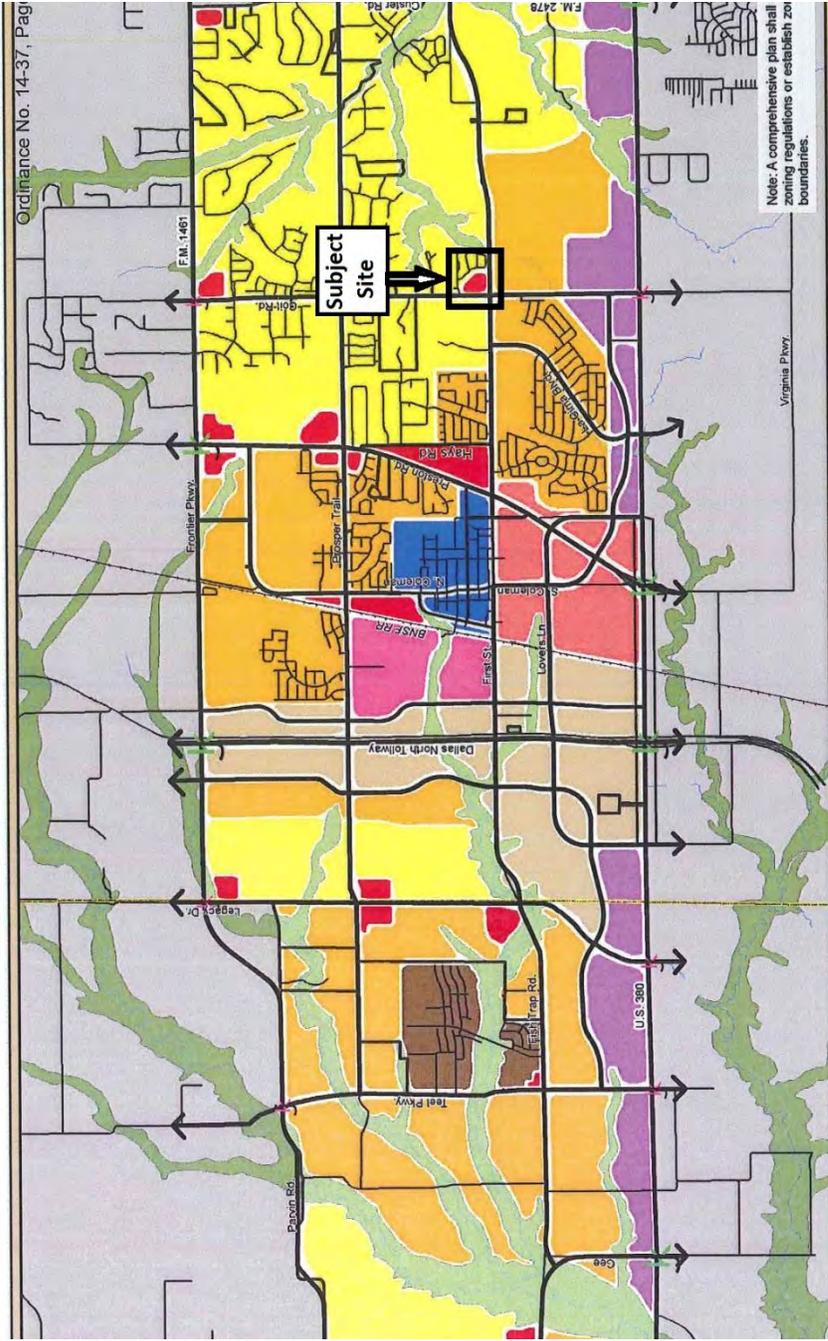
Yes. Unlike the existing, intense retail/commercial use, the appearance, hours of operation and other general aspects of the proposed single-story residential community are virtually identical to the surrounding uses.

- **Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?**

Yes. The proposed use brings a new age demographic to Prosper, one that contributes through volunteerism but does not add students to the school district. It also fulfills an unmet market demand that allows families to stay together – one generation benefitting another.

- **Would it contribute to the Town’s long-term economic stability?**

Yes. The proposed use meets an unmet market demand in Prosper. Other senior facilities have been proposed but none is a single-story cottage concept. As the population ages, this use will be economically viable for many, many years. It increases ad valorem property value without placing additional demands on the school district and without significantly increasing traffic.



14

ESE HOLLS

1 — 1.5 Miles

Legend

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Tollway District
- US 380 District
- 100 Year Floodplain

Major Gateway
Minor Gateway
Town of Prosper
ETJ

Future Land Use Plan

TOWN OF PROSPER

P

Note: A comprehensive plan shall zoning regulations or establish zoning boundaries.

Ordinance No. 14-37, Page

COMMUNITY CHARACTER

Residential High Density

High density residential represents the most intense residential land uses permitted in Prosper. High density single family uses will consist of developments greater than 2.5 dwelling units per acre and lot sizes smaller than 10,000 square feet. Within Prosper, the high-density residential district is reflective of the Artesia development, where single family residential lot sizes and dwelling units per acre will be substantially higher than the rest of the community. High density residential may be located within the Dallas North Tollway, Highway 380, town Center and Old Town Districts. In such areas, high density residential may take the form of multifamily or single family attached dwelling units and may include mixed-use lofts/apartments, patio homes, snout houses, brownstones and townhomes.



Retail and Neighborhood Services

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper's tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



ECONOMIC ANALYSIS

Economic Analysis

An important factor to consider in the planning process is how land use decisions ultimately impact the future financial state of the community. Therefore, Prosper's Future Land Use Plan not only guides development within the community but it provides the financial framework enabling Prosper to provide high-quality services for its residents. The following section pertains to this very topic and provides estimates on the potential sales tax and ad valorem tax revenue that could be collected by the Town at build-out. In order to provide a detailed analysis, experts at Catalyst Commercial were consulted and provided information on future retail trade potential in Prosper based upon the Future Land Use Plan.

Analysis from Catalyst

An analysis using the projected build-out population of Prosper at 69,303 served as a basis to project a retail purchasing power of \$856,013,933, assuming 23,024 households with a \$37,183 retail trade per household. This would equate to roughly 2,853,379 square feet of retail space.

Figure 8: Retail Demand Forecast

Retail Demand Forecast	2011 City Estimate	Total Build Out Capacity
Population	10,560	69,303
Households	3,504	23,024
2010 Median Disposable Income	\$67,422	\$67,422
2010 Per Capita Income	\$35,716	\$35,716
Total Retail Trade per HH	\$37,183	\$37,183
Household Income	\$107,641	\$107,641
Retail percentage of HH Income	34.54%	34.54%
Forecasted Total Retail Trade Potential	\$130,284,948	\$856,013,933
Est. Retail Sales per Square Foot		\$300
Retail Square Footage Demand*		2,853,379

Sales Tax Analysis

Annual Total	\$17,120,278
<i>Allocation</i>	
General Fund	\$8,560,139
Economic Development	\$4,280,069
Property Tax Reduction	\$4,280,069

*Est. \$300 sales per square foot based upon International Council of Shopping Centers

Acreage

For assumption purposes, we assumed a Floor to Area Ratio (FAR) of 0.18 for retail. Dividing the total square footage of retail by the FAR and further dividing by 43,560 achieves the estimated retail acres that would be needed to accommodate the 2,853,379 square feet of retail space. This number is 364 acres.



ECONOMIC ANALYSIS

In order to determine whether or not the Future Land Use Plan could accommodate the 364 retail acres projected by the economic analysis, a number of additional assumptions were made. These assumptions were derived from staff discussions, existing zoning regulations and future characteristics believed to define each district and include:

1. Approximately 70% of the Neighborhood Services will be retail in nature.
2. Approximately 45% of the Town Center would be retail in nature. The Town Center will likely have a mixture of retail, office, residential and public space. The primary use, however, will likely be oriented around retail.
3. 10% of the Tollway District will be retail. Office uses will constitute the largest majority of land within the Tollway District. Retail areas within the Town Center will likely be at major intersections and on the first floor of vertical mixed-use apartments/lofts.
4. 10% of the Highway 380 district will be retail. Commercial uses and residential uses will constitute a significant portion of the corridor. Retail areas at major intersections, including big-box retailers, will constitute the majority of retail establishments within the corridor.

Given these assumptions, a total of 757 retail acres is expected, based upon the Future Land Use Plan scenario and the above assumptions. Additionally, the presence of visible and attractive corridors in Prosper suggests the Town will be able to attract patrons from outside of the Town itself. Our preliminary analysis indicates that, based on current spending trends experienced today, the Future Land Use Plan contains more than sufficient retail space to meet the future needs of Prosper.

Retail Assumptions	Comp. Plan Total Acres	Retail Acres per Category
Neighborhood Services*	331	231.7
Town Center**	575	258.8
Tollway District***	1,426	142.6
US 380****	1,248	124.8
Total	3,580	757.9
* Assumed 70% retail component		
**Assumed 45% retail component		
***Assumed 10% retail component		
****Assumed 10 % retail component		



ECONOMIC ANALYSIS

Analysis

Based upon an extremely conservative allocation of retail acres, the Future Land Use Plan may accommodate approximately 750 retail acres. This is significantly higher than the 364 retail acres recommended by the economic analysis.

Retail Sales Tax

While 364 acres of retail is recommended by the economic analysis, a number of different factors may affect long-term retail needs in Prosper and include the following:

- A potential build-out population higher than the current estimate of 69,303. The 2004 Comprehensive Plan and recent impact fee reports all estimate a buildout population of over 89,000 residents. Assuming a population of 82,000 residents, Prosper could accommodate approximately 430 acres of retail.
- Prosper will have a regional retail center in the Town Center. This area of the community will have a regional draw and will attract retail patrons from outside of Prosper. Additional retail acreage, therefore, can be accommodated due to the regional nature of such retail.
- Within retail areas, other uses such as churches, public facilities, schools and other non-retail uses may occur.

Due to the above factors, it is believed that the Town could potentially accommodate the 757 retail acres depicted in the chart on page 98. As the Town grows, and as further comprehensive plan studies are completed, this number should be carefully examined and adjusted, if necessary. Based upon the assumptions from page 97, 750 acres of retail would essentially double the initial 364 acre estimates from a 17.1 million total sales tax contribution to approximately **\$34 million** in sales tax revenue (**\$17.1 million to the general fund, \$8.6 million to Economic Development and \$8.6 million to property tax reduction**). This sales tax revenue, when combined with estimated Ad Valorem Tax

revenue, would enable Prosper to be financially secure and provide high level services and/or property tax reductions to its citizens. It is also recommended that additional neighborhood service retail zoning beyond what is recommended on the Future Land Use Plan should be avoided.

The 750 acres recommended by this economic analysis should be sufficient to meet Prosper's retail needs. Additional neighborhood services retail zoning should be avoided. Nodal retail activity should be concentrated at primary intersections, and the "four corner" principle should be avoided to reduce the possibility of an oversupply of retail acreage. Strip center development along major roadways should also be avoided, as the plan recommends.

The consequences of an oversupply of retail may include:

- Vacant, underutilized land;
- Lower rental rates leading to undesirable uses;
- Pressures for additional multifamily to fill vacant parcels; and
- Blighted corridors.



ECONOMIC ANALYSIS

Ad Valorem Tax

An Ad Valorem analysis was conducted. Comparative properties were selected in each of the following Future Land Use Plan categories. Based upon the data collected from the Collin and Denton County Appraisal Districts, an average value per acre was assessed on the comparative properties to derive an estimated value per acre per land use category. The derived value per acre was then multiplied by the total number of acres within each district to calculate the total gross value of the district. Using the current tax rate of .52 cents per \$100 of assessed value, an approximate gross Ad Valorem tax contribution per district was calculated. In order to account for right-of-way, such as public streets, and tax exemptions, such as schools and churches, 30% of the total value was subtracted to derive the estimated value and Ad Valorem amount that could be contributed to the General Fund annually.

It is important to note that this analysis is for estimation purposes only and is based upon assessed values in 2011 dollars. The purpose of this analysis is to determine the approximate Ad Valorem contributions that could be generated based upon the Future Land Use Plan.

Figure 9 : Ad Valorem Estimates

District	Taxable Value	Value per Acre	Tax Revenue (.52)
Dallas North Tollway	\$2,790,756,612	\$1,957,052	\$14,511,934
Highway 380	\$1,321,585,597	\$1,058,963	\$6,872,245
Town Center	\$2,465,780,302	\$4,288,314	\$12,822,057
Business Park	\$247,358,925	\$666,736	\$1,286,266
Neighborhood Services	\$478,977,403	\$1,447,062	\$2,490,682
Old Town	\$140,457,586	\$407,123	\$730,379
High Density	\$564,358,076	\$928,221	\$2,934,661
Medium Density	\$7,015,502,244	\$1,223,919	\$36,480,611
Low Density	\$3,136,282,464	\$567,550	\$16,308,668
Gross Ad Valorem Total Value	\$18,161,059,208	-	\$94,437,507
Total Ad Valorem Value (30% ROW & Exemption)	\$12,712,741,445	-	\$66,106,255



ECONOMIC ANALYSIS

Tax Gap

In order to determine whether or not the sales and Ad Valorem taxes generated by the Future Land Use Plan will be sufficient to cover the overall expenses incurred by the community at build-out, an approximate General Fund budget was calculated based upon the average per capita expenditures at today's spending levels.

The Fiscal Year 2010-11 budget indicates that the Town of Prosper had a General Fund budget of \$7,115,112. When this number is divided by the 2010 population of 9,423, an average per capita expenditure of \$755 per person is derived. This per capita expenditure by Prosper is comparable with other regional communities. Southlake has the highest per capital expenditure among the comparative group primarily due to its high residential property values, high-quality non-residential uses and its regional Town Center drawing patrons from outside the community. This situation enables Southlake to provide higher level services and enhanced aesthetics to its residents. The similarities between the economics and vision between Prosper and Southlake are similar in nature.

Multiplying the per capita expenditure of \$755 per person by the ultimate capacity of 69,303, an ultimate capacity General Fund budget for Prosper of \$52,323,765 is derived.

Discussed in the previous sections, the approximate Ad Valorem contribution to the General Fund at build-out would be approximately \$66.1 million. The approximate sales tax contribution to the general fund based upon the 750 retail acres would be approximately \$17.1 million. Based upon this scenario, total General Fund income from taxes at build-out would be approximately \$83.5 million. This scenario would position Prosper to be in a similar situation to Southlake and Richardson, enabling the Town to provide high quality services for its residents.

	2010 Population	FY 2010-2011 General Fund Budget	Per Capita Expenditure
Southlake	26,575	\$30,410,480	\$1,144
Richardson	99,223	\$94,180,002	\$949
Allen	84,246	\$72,270,464	\$858
Prosper	9,423	\$7,115,112	\$755
Argyle	3,282	\$2,320,366	\$707
Plano	258,841	\$182,758,485	\$706
McKinney	131,117	\$90,788,018	\$692
Frisco	116,989	\$77,945,250	\$666
Celina	6,028	\$3,945,684	\$655
Desoto	49,047	\$29,760,521	\$607
Rowlett	56,199	\$33,793,677	\$601
Little Elm	25,898	\$13,157,771	\$508

It should be noted that additional forms of sales tax, such as Industry Tax and Inventory Tax, are not included and will create additional avenues for income. These numbers are approximate and are derived for estimation purposes only.

Figure 10: Tax Gap Analysis

Total Town Ad Valorem Income at Build-out	\$66,106,255
Total Sales Tax Income at Build-out	\$17,120,278
Total Income from Tax at Build-out	\$83,590,594
Total Expenditures	\$52,323,765
Tax Gap Surplus*	31,266,829

*This is an *estimate* based upon the projected sales tax revenue and possible Ad Valorem revenue. This estimate does not include additional forms of sales tax such as Industry Tax and Inventory Tax.



ECONOMIC ANALYSIS

Economic Analysis Conclusion

Forecasted potential sales tax data indicates that Prosper has the potential to derive a significant monetary amount from sales tax receipts at build-out. This is ultimately dependent upon the community attracting high-quality retail establishments that serve residents of the community and provide regional retail destinations that attract patrons from outside of Prosper. The primary regional destinations will be located within the Town Center and at the intersection of the Dallas North Tollway and Highway 380. Additional retail may be located within the Dallas North Tollway and Highway 380 districts, but will likely be less intense in nature.

Retail/Neighborhood Service areas away from the major districts will likely serve the internal needs of Prosper, providing less intensive services to adjacent residential neighborhoods. Additional retail/neighborhood services zoning outside of the Dallas North Tollway, Town Center and Highway 380 districts should be carefully considered in order to avoid an oversupply of retail zoning. Flexibility within the Dallas North Tollway, Highway 380 and Town Center districts will enable Town staff to make appropriate, market-based land use decisions as development occurs.

An estimate of Ad Valorem taxes at build-out suggests that Prosper will have the potential for a significant Ad Valorem contribution to its General Fund. Prosper's high-quality neighborhoods and its dedication to providing high-quality retail destinations will be a primary factor in determining the ultimate Ad Valorem value of the community. As development

occurs, the community has expressed a desire to attract the highest quality development possible to protect the Town's visual character and maximize the taxable value for both the General Fund and Prosper ISD. Future non-residential land use decisions should consider the long-term potential contributions of that particular development to the community, favoring clustered nodal retail activity centers, Class A office space (office space defined by high-quality furnishings, state-of-the-art facilities and excellent accessibility) and corporate campuses over strip retail and stand-alone retail establishments.

The retail data provided indicates that the Future Land Use Plan created for Prosper provides a significant amount of retail space to meet the future needs of Prosper residents. The Future Land Use Plan also gives Town Staff, Planning & Zoning Commission and Town Council ultimate flexibility to determine where retail areas should be located within the established districts.

While the numbers provided are estimates on the potential sales tax and Ad Valorem income of the community at build-out, it is important to note that these are only estimates. To ensure that Prosper has a financially secure future, the land use and character principles outlined in this Plan should be used as a guide to attract the highest quality development possible. High-quality and long-lasting development is ultimately the key in ensuring that Prosper has a sound financial future. Focusing on attracting and maintaining such development will enable Prosper to meet the essential needs of its future residents.





RECEIVED

MAR 31 2016

TOWN OF PROSPER
DEVELOPMENT SERVICES

**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Comprehensive Plan Amendment CA16-0002: The Town of Prosper has received a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The Future Land Use Plan is used as a guide to assist with the zoning and development of the Town. The purpose of the request is to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential. There is a companion zoning change request (Z16-0004) to rezone 12.7± acres from Retail (R) to Planned Development-Multifamily, to allow for an age-restricted, private gated, senior living development.

- I **OPPOSE** the request as described in the notice of public hearing. 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): _____

Fadi El-Nachar

Name (please print)

130 N. Coit Rd.

Address

Prosper, TX

City, State, and Zip Code

214-535-4243

Phone Number (Optional)

Fadi El-Nachar

Signature

3-27-16

Date

fadinator@sbcglobal.net

E-mail Address



**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Comprehensive Plan Amendment CA16-0002: The Town of Prosper has received a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The Future Land Use Plan is used as a guide to assist with the zoning and development of the Town. The purpose of the request is to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential. There is a companion zoning change request (Z16-0004) to rezone 12.7± acres from Retail (R) to Planned Development-Multifamily, to allow for an age-restricted, private gated, senior living development.

- I **OPPOSE** the request as described in the notice of public hearing. 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): _____

- Senior Community provides for a stable tax base
 - There will be sufficient retail and other businesses
 located on 380, Preston and Dallas Tollway, All within
 close proximity

Robert Goldman
Name (please print)

RP Goldman
Signature

125 Springbrook Dr.
Address

04/05/2016
Date

Prosper, TX 75078
City, State, and Zip Code

rpgold@att.net
E-mail Address

(972) 346-2504
Phone Number (Optional)

RECEIVED

APR 18 2016

TOWN OF PROSPER
DEVELOPMENT SERVICES



**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502
Fax: 972-347-2842

REPLY FORM

SUBJECT:

Zoning Case Z16-0004: The Town of Prosper has received a request to rezone 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), to allow for an age-restricted, private gated, senior living development.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The purpose of the application is to allow the development of an age-restricted, private gated, senior living development. There is a companion Comprehensive Plan Amendment request (CA16-0002) to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

- I OPPOSE the request as described in the notice of public hearing. 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):

I SUPPORT THE SENIOR LIVING DEVELOPMENT.

JAMES GOWER
Name (please print)

James Gower
Signature

2560 CEDAR BROOK LN
Address

3-31-16
Date

PROSPER, TX 75078
City, State, and Zip Code

mfmoney@att.net
E-mail Address

Phone Number (Optional)



**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Comprehensive Plan Amendment CA16-0002: The Town of Prosper has received a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The Future Land Use Plan is used as a guide to assist with the zoning and development of the Town. The purpose of the request is to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential. There is a companion zoning change request (Z16-0004) to rezone 12.7± acres from Retail (R) to Planned Development-Multifamily, to allow for an age-restricted, private gated, senior living development.

- I **OPPOSE** the request as described in the notice of public hearing. 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): _____

SHELLY GOWER
Name (please print)

Shelly Gower
Signature

2560 CEDARBROOK
Address

4-1-16
Date

PROSPER, TX 75078
City, State, and Zip Code

shelly.gower@tenethealth.com
E-mail Address

Phone Number (Optional)

Pamela Clark

From: Michael Goddard <megoddard@prosper-isd.net>
Sent: Friday, April 15, 2016 4:40 PM
To: Pamela Clark
Subject: Re: Oak Timbers - Comprehensive Plan Amendment

Collin County Appraisal has given us some additional data that we needed regarding this project .
Please withdraw our opposition .

Michael Goddard, Ed.D.
Assistant Superintendent
Prosper ISD
(469) 219-2000

On Apr 15, 2016, at 3:38 PM, Pamela Clark <Pamela_Clark@prospertx.gov> wrote:

Dr. Goddard

Thank for returning the Public Hearing Reply form for the Oak Timbers Comprehensive Plan amendment. We just wanted to confirm your opposition in the event the letter was not clear that the request is for an age restricted senior living development. Please let me know if you have any questions, or if you need additional information.

Thank you,

Pamela Clark
Planning Technician
Development Services
P.O. Box 307
409 E. First St.
Prosper, TX 75078
(d) 972-569-1091
(o) 972-346-3502
Pamela_clark@prospertx.gov

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**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Comprehensive Plan Amendment CA16-0002: The Town of Prosper has received a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The Future Land Use Plan is used as a guide to assist with the zoning and development of the Town. The purpose of the request is to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential. There is a companion zoning change request (Z16-0004) to rezone 12.7± acres from Retail (R) to Planned Development-Multifamily, to allow for an age-restricted, private gated, senior living development.

- I **OPPOSE** the request as described in the notice of public hearing. 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):

The Zoning Change from Retail to High Density Residential is not beneficial to Prosper ISD.

Mika Gooddard
Name (please print)

605 E. Seventh St.
Address

Prosper, TX 75078
City, State, and Zip Code

469-219-2000
Phone Number (Optional)

Mika Gooddard
Signature

Apr. 14, 2016
Date

mgooddard@prosper-isd.net
E-mail Address



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Conduct a Public Hearing and consider and act upon a request to rezone 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (Z16-0004). *[Companion Case CA16-0002]*

History:

At the May 24, 2016, meeting, the Town Council tabled this item per the applicant's request, and at the June 28, 2016, meeting, the Town Council tabled this item to allow the applicant an opportunity to revise the building elevations and the site layout, specifically regarding the detention pond/open space requirements. The applicant has revised the building elevations and the site layout to replace the central detention pond with an open space plaza.

The applicant has revised the building elevations by decreasing the amount of brick and stucco and increasing the amount of stone, recessing window elements, and incorporating enhanced garage doors. The revised elevations and the previously approved elevations are attached for reference. The applicant has also provided an informational presentation prepared by the Stucco Manufacturers Association (SMA) regarding the three coat stucco system proposed in conjunction with construction of the buildings (Attachment 7).

The applicant has also conducted an analysis of the detention capacity of a regional lake (Town Lake) in order to determine the extent of on-site detention that may be needed. They have determined that the detention pond, originally proposed in the center of the property, may not be needed; therefore, the applicant has revised the central detention pond to become a flat, open space/plaza area. Upon further analysis, if it is determined that on-site detention is required in center of the property, as originally proposed, staff recommends the detention pond be a constant water level.

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Retail and Specific Use Permit-7 (Child Day Care Center)	Undeveloped Land	Retail & Neighborhood Services
North	Retail	Undeveloped Land (Future Child Day Care Center)	Retail & Neighborhood Services
East	Planned Development-18-Single Family	Single Family Residential (Greenspoint)	Low Density Residential
South	Single Family-15	Undeveloped Land	Medium Density Residential
West	Single Family-15	Future Community Park	Low Density Residential

The proposed development consists of 102 cottage/townhome-style units, on 12.7 acres, within either duplex, four-plex, five-plex, or six-plex single story buildings. The development will be private, gated and the homes will be alley served. The residents of the development will be age-restricted to 55 years and older.

Development of the property is proposed in accordance with Exhibit C (development standards), Exhibit D (conceptual development plan), Exhibit F (conceptual architectural elevations), and Exhibit G (conceptual landscape plans), and in accordance with the Multifamily (MF) District. The request is in accordance with the MF district due to the fact that there are multiple buildings on one lot; however, the development will resemble a townhome development. The notable proposed development standards are as follows:

1. Development Regulations – The proposed PD limits residents to 55 years and older; limits the density to 8.05 dwelling units per acre; allows for minimum 1,100 square foot dwelling units; and provides for building and landscape setbacks, as indicated in Exhibit C.
2. Parking – The proposed PD requires one enclosed space per unit, and 0.6 field parking spaces per unit. The Town's Zoning Ordinance does not provide for a parking ratio for senior living developments. As such, the applicant has provided a comparable analysis demonstrating the proposed parking is sufficient. Town staff also conducted a survey of surrounding municipalities to further determine if the proposed parking was in line with their requirements, and it was determined the proposed parking is consistent with other municipal requirements and adequate for a senior living development.
3. Elevations – The proposed PD requires the buildings to be constructed in accordance with Exhibit F, which includes the requirement for a minimum 8:12 roof pitch, and constructed primarily of stone.

4. Landscaping – The proposed PD requires the landscaping be provided in accordance with Exhibit G, including a solid living screen adjacent to Greenspoint, and a central open space/plaza.

The applicant has indicated that they met with the adjoining residents of the Greenspoint Subdivision to inform them of this request, and that there is general support for the proposed rezoning request. In addition, there is Preliminary Site Plan (Case# D15-0010) for a retail development, which has been approved and is attached for reference. During the Preliminary Site Plan approval process, residents of the Greenspoint Subdivision attended the Planning & Zoning Commission meeting to voice concern regarding the proposed retail development, and requested a masonry wall, as opposed to solid living screening, along their property lines.

Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services for the property, which typically includes retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. High Density Residential is for developments consisting of greater than 2.5 dwelling units per acre and lot sizes less than 10,000 square feet, and may take the form of multifamily or single family attached dwelling units and may include mixed-use lofts/apartments, patio homes, snout houses, brownstones and townhomes. The companion item is a request to amend the Future Land Use Plan for High Density Residential uses on the property to accommodate an age-restricted, private gated, senior living development.

Thoroughfare Plan – The property is adjacent to First Street, a future four-lane divided minor thoroughfare, and Coit Road, a future six-lane divided major thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water and sanitary sewer services have been extended to the property.

Access – Primary access to the property will be provided from First Street and Coit Road via a gated entry.

Schools – This property is served by the Prosper Independent School District. It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – No 100-year floodplain exists on the property.

Legal Obligations and Review:

Notification was provided to neighboring property owners, Homeowner's Associations, and Prosper ISD as required by state law. Town staff has received three Public Hearing Notice Reply Forms; not in opposition to the request. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Surrounding Zoning Map
2. Proposed Exhibits A, B, C, D, E, F, and G
3. Previously Proposed Exhibits D, F, and G
4. Applicant Provided Parking Analysis
5. Approved Preliminary Site Plan (D15-0010)

6. Public Hearing Notice Reply Forms
7. SMA Presentation

Planning & Zoning Commission Recommendation:

At their April 19, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 5-0, subject to incorporation of all Exhibits into an approved ordinance, with appropriate deed restrictions, and requiring larger caliper trees at development.

Since the meeting, the applicant has revised Exhibit G to increase the size of the trees within the solid living screen along the Greenspoint Subdivision from 3-caliper inches to 4-caliper inches.

Town Staff Recommendation:

There are two options for a recommendation, subject to the action taken on the companion case for the amendment to the Future Land Use Plan (CA16-0002).

1. If the Town Council recommends approval of the amendment to the Future Land Use Plan, the Council should recommend approval of the zoning request, subject to:
 - a. Requiring any on-site detention located in the central portion of the property to be at a constant water level.
2. If the Town Council recommends denial of the amendment to the Future Land Use Plan, the Council should deny the zoning request.

Proposed Motion:

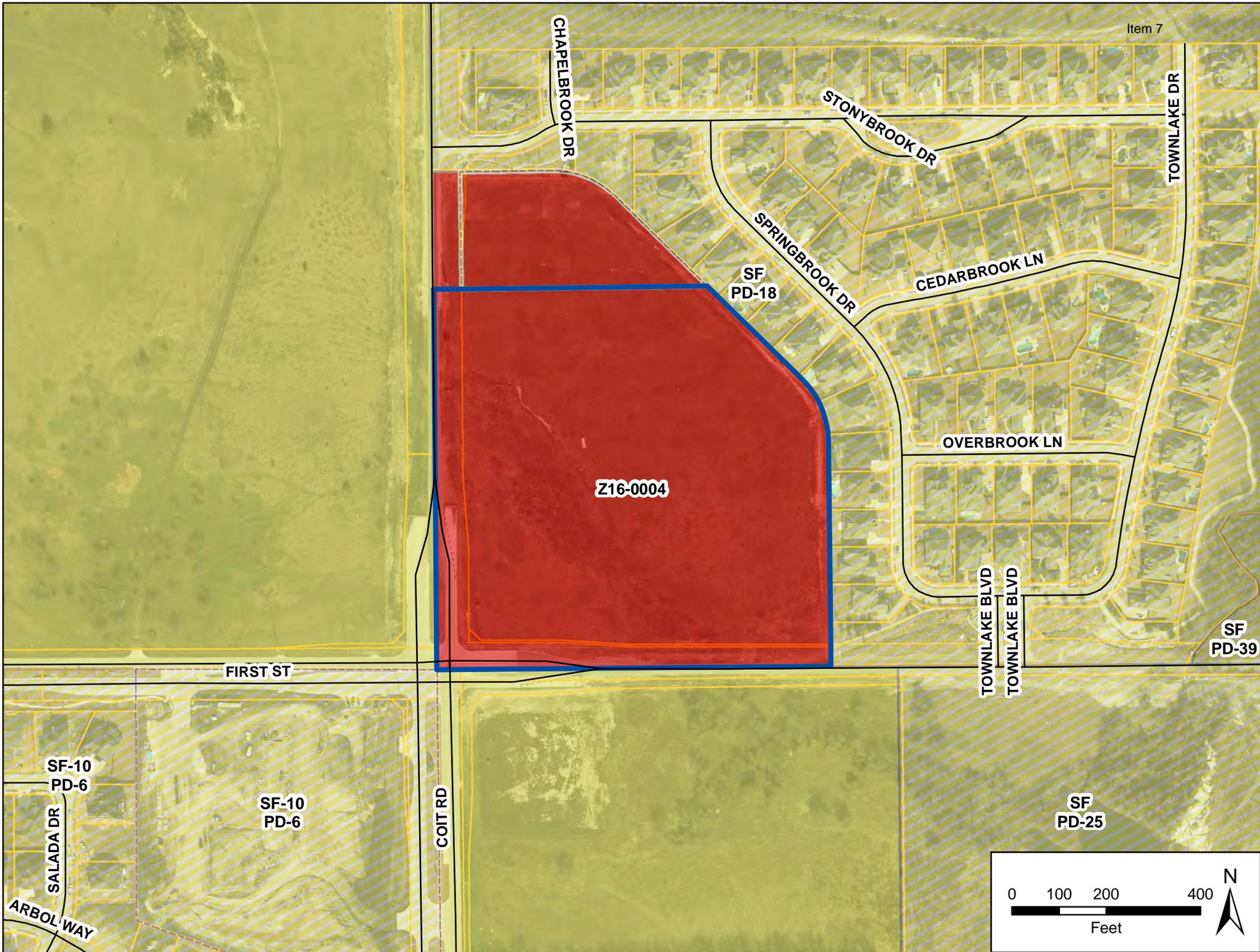
(Motion for approval)

I move to approve ordinance rezoning 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development, subject to:

1. Requiring any on-site detention in the central portion of the property to be at a constant water level.

(Motion for Denial)

I move to deny an ordinance rezoning 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development.



CHAPEL BROOK DR

STONY BROOK DR

TOWN LAKE DR

SPRING BROOK DR

CEDAR BROOK LN

OVERBROOK LN

Z16-0004

SF PD-18

SF PD-39

TOWN LAKE BLVD

TOWN LAKE BLVD

FIRST ST

COIT RD

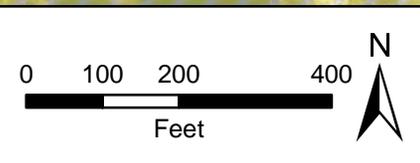
SF-10 PD-6

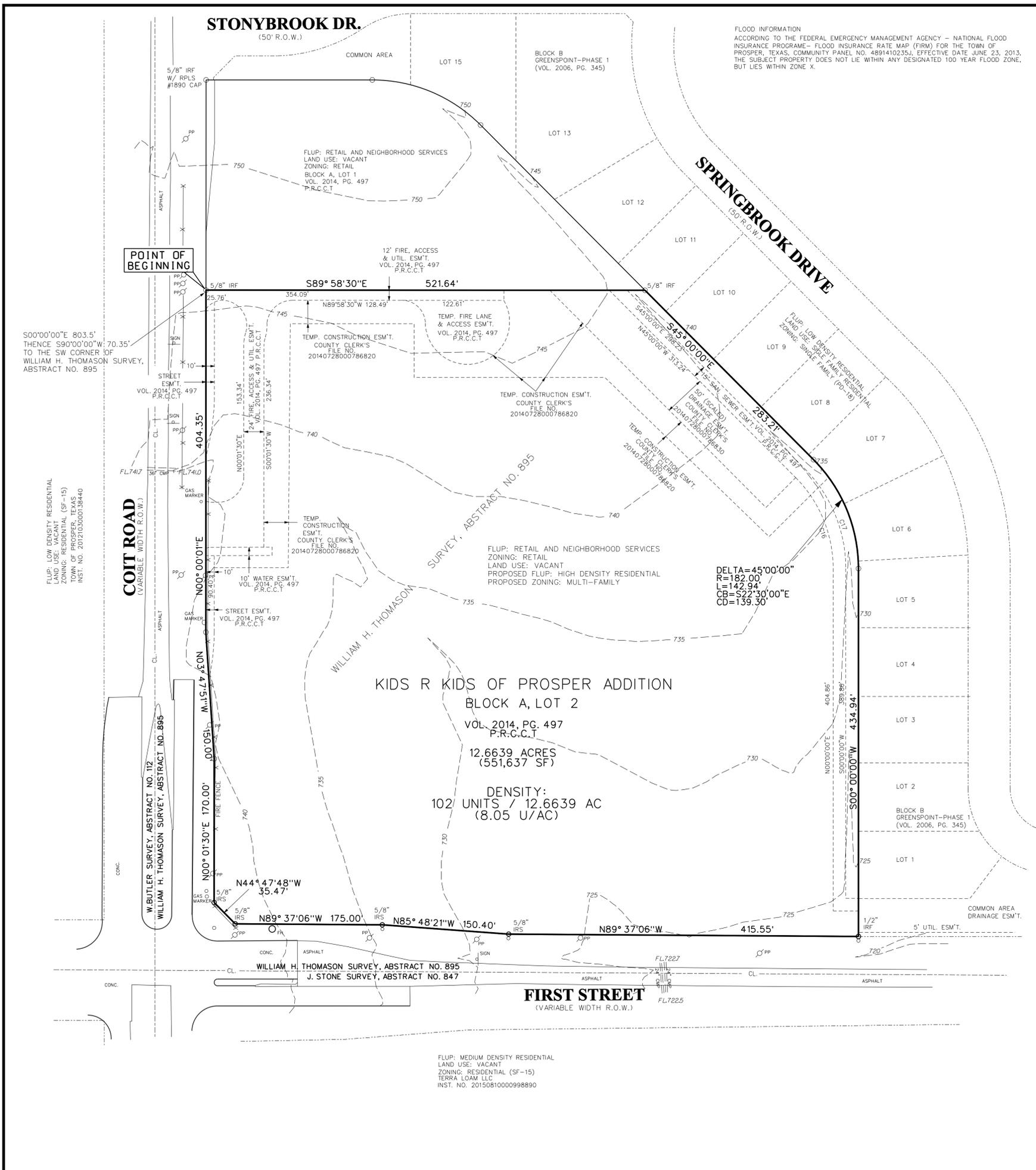
SF-10 PD-6

SF PD-25

ARBOL WAY

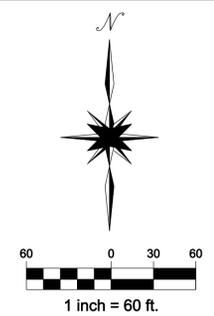
SALADA DR





FLOOD INFORMATION
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP (FIRM) FOR THE TOWN OF PROSPER, TEXAS, COMMUNITY PANEL NO. 4891410235J, EFFECTIVE DATE JUNE 23, 2013, THE SUBJECT PROPERTY DOES NOT LIE WITHIN ANY DESIGNATED 100 YEAR FLOOD ZONE, BUT LIES WITHIN ZONE X.

- LEGEND**
- SIR ○ SET IRON ROD
 - FIR ○ FOUND IRON ROD
 - MH ○ SAN. SEW. MANHOLE
 - CO ○ CLEAN OUT
 - WV ○ WATER VALVE
 - WM ○ WATER METER
 - FH ○ FIRE HYDRANT
 - PP ○ POWER POLE
 - W ○ WATER LINE
 - SS ○ SAN. SEWER LINE
 - T ○ TELEPHONE LINE
 - G ○ GAS LINE
 - LP ○ LIGHT POLE
 - 6" ○ OAK TREE
 - BM ○ BENCH MARK
 - 531.84 ○ TELEPHONE PEDESTAL
 - TEL-PED ○ ASPHALT PAVEMENT
 - GM ○ GAS METER



DESCRIPTION

BEING 12.6639 ACRE TRACT OF LAND IN THE WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895, IN CITY OF PROSPER, COLLIN COUNTY, TEXAS, AND BEING LOT 2, BLOCK A OF KIDS R KIDS, BLOCK A, LOTS 1&2 ADDITION, AN ADDITION TO THE CITY OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2014, PAGE 497, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF COIT ROAD (VARIABLE RIGHT-OF-WAY), SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 2, AND THE SOUTHWEST CORNER OF LOT 1, BLOCK A OF SAID KIDS R KIDS ADDITION;

THENCE S 89° 58' 30" E, WITH THE COMMON LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 521.64 FEET TO A 5/8" INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING IN THE WEST LINE OF GREENSPPOINT-PHASE 1 ADDITION, AN ADDITION TO THE CITY OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2006, PAGE 345, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE COMMON LINES OF SAID LOTS 2 AND SAID WEST LINE GREENSPPOINT-PHASE 1 ADDITION THE FOLLOWING CALLS:

S 45° 00' 00" E, A DISTANCE OF 283.21 FEET TO A 5/8 INCH IRON ROD FOUND W/ CAP MARKED "RPLS #1890" FOR THE BEGINING OF CURVE TO THE RIGHT WITH A DELTA ANGLE OF 45° 00' 00", RADIUS OF 182.00 FEET, AND A CHORD OF S 22° 30' 00" E, 139.30 FEET;

ALONG THE SAID CURVE TO THE RIGHT A DISTANCE OF 142.94 FEET TO A 5/8 INCH IRON ROD FOUND W/ CAP MARKED "RPLS #1890";

S 00° 00' 00" W, A DISTANCE OF 434.94 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FIRST STREET (VARIABLE RIGHT-OF-WAY), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2 AND THE MOST SOUTHWESTERLY CORNER OF SAID GREENSPPOINT-PHASE 1 ADDITION;

THENCE ALONG THE SAID NORTH LINE OF FIRST STREET THE FOLLOWING CALLS:

N 89° 37' 06" W, A DISTANCE OF 415.55 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

N 85° 48' 21" W, A DISTANCE OF 150.40 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

N 89° 37' 06" W, A DISTANCE OF 175.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE BEGINNING OF A CORNER CLIP AT THE NORTHEAST CORNER OF SAID FIRST STREET AND COIT ROAD CORNER;

THENCE N 44° 47' 48" W, ALONG THE SAID CORNER CLIP A DISTANCE OF 35.47 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER IN THE SAID EAST LINE OF COIT ROAD;

THENCE ALONG THE SAID EAST LINE OF COIT ROAD THE FOLLOWING CALLS:

N 00° 01' 30" E A DISTANCE OF 170.00 FEET TO A 5/8 INCH IRON ROD FOUND W/ CAP MARKED "RPLS #1890";

N 03° 47' 51" W A DISTANCE OF 150.00 FEET TO A 5/8 INCH IRON ROD FOUND W/ CAP MARKED "RPLS #1890";

N 00° 00' 01" E A DISTANCE OF 404.35 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.6639 ACRES (551,637 SQUARE FEET) OF LAND MORE OR LESS.

ERNEST HEDGCOTH
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 2804



NOTE:
 The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

Z16-0004

EXHIBIT "A"

OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
 BLOCK A, LOT 2

WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
 Oak Timbers- Prosper, LLC
 Prosper, Texas
 CONTACT: VAUGHAN MITCHELL
 (817) 996-9083
 E-mail: ovm@oaktimbers.net

PREPARED BY:
MORI'S ENGINEERING, INC. F-7701
 2616 Pickwick Lane Plano, Texas 75093
 CONTACT:
 MORI AKHAVAN 972-816-2626
 moriakhavan@yahoo.com

DATE: MARCH 2016

SCALE: 1"=60'

MORI'S ENGINEERING, INC.
 ENGINEERING AND LAND SURVEYING
 F-7701
 2616 Pickwick Lane
 Plano, Texas 75093
 TEL: 972-816-2626
 moriakhavan@yahoo.com
 CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
 Oak Timbers- Prosper, LLC
 Prosper, Texas

VAUGHAN MITCHELL
 (817) 996-9083

SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON MAR. 22, 2016

PROJECT NUMBER: 1522
 ISSUE DATE: March 22, 2016
 REVISIONS:

EXHIBIT "A"

SHEET NUMBER:

STATEMENT OF INTENT AND PURPOSE

Demand for a single-story, independent senior living is high as this is an unmet market demand in Prosper. Other senior living communities are recently constructed or are under development in north Frisco but none is a single-story, non-fee simple community.

Oak Timbers – Prosper is proposed as a rental community for several reasons:

1. The development team has experience with a condo-type ownership senior community that has failed to be successful because units have been difficult to sell initially and then have become tied up in probate issues when the owner passes away.
2. Seniors are hesitant to commit to buying the unit and face the future need to move into a different level of care facility. The rental community allows seniors flexibility to plan for their future needs without the worry of selling a property.

This PD application is a request to change the zoning on the 12.66 acres of land at the northeast corner of First Street and Coit Road from Retail to multifamily to allow development of an age-restricted, gated, independent senior living community. The development includes 108 one-story, cottage units, each with an attached one-car garage, an exterior front porch and an average floor area of approximately 1,200 square feet. The community is designed to emphasize common open space for the residents and includes a dog park and a 6,000 square foot cultural center with a pool, a great room, media room, lounge and fitness center.

The community will have senior-focused amenities such as:

- Valet Trash Pickup
- Complimentary Scheduled Transportation
- Personalized Fitness Programs
- Group Exercise & Dance Classes
- Cultural, Social and Activity Programs
- Resort Style Pool
- Water Aerobic Classes
- Movie Theatre
- Arts and Crafts Creative Studio
- Business Center with Internet
- Coffee and Conversation
- Weekly Blood Pressure Checks
- Birthday and Newcomer Celebrations
- Beauty and Barber Salon
- Library and Lounge
- Fitness Center
- Bible Study and Readings

EXHIBIT C
PLANNED DEVELOPMENT STANDARDS

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 exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

1. Except as noted below, the Tract shall develop in accordance with the Multi-Family (MF) District, 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 Exhibit D.
 - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
 - c. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses. Uses shall be permitted in accordance with the MF District with the exception of the following:
 - a. Occupancy shall be limited to residents 55 years of age and older. Such age restriction shall be contained in deed restrictions for the property, subject to the approval of the Town Attorney, consistent with the federal Fair Housing Act of 1968, as amended, and the Town shall have no enforcement obligations relative to said age restriction. Any amendment to the deed restrictions must be approved in writing by the Town Attorney and further, no amendment shall remove, modify or otherwise alter the foregoing enforcement obligations.
4. Regulations
 - a. Density: Maximum density shall not exceed 8.05 dwelling units per acre, and the maximum number of units shall not exceed 102 units.
 - b. Dwelling Size: Minimum residential dwelling size shall be 1,100 square feet.
 - c. Building Height: One story, and the maximum building height shall not exceed thirty (30) feet at the tallest building element.
 - d. Lot Coverage: Maximum lot coverage shall be 30%.
5. Setbacks
 - a. Building
 - i. Front yard shall be 50 feet
 - ii. Side yard (interior) shall be 25 feet
 - iii. Rear yard shall be 35 feet
 - b. Landscape
 - i. Front yard shall be 25 feet
 - ii. Side yard (interior) shall be 0 feet
 - iii. Rear yard shall be 15 feet

6. Parking. Required parking shall be as follows:
 - a. A minimum of one (1) off-street, enclosed space per unit shall be provided.
 - b. A minimum of six-tenths (0.6) space, unenclosed space per unit shall be provided.

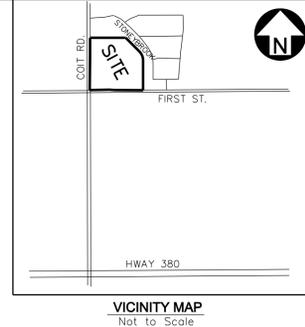
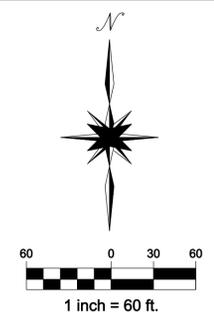
7. Architecture
 - a. Primary and secondary materials shall be permitted as shown on Exhibit F.
 - b. Minimum roof pitch shall be 8:12.

8. Landscaping
 - a. A solid living screen in lieu of a masonry wall shall be permitted as provided on Exhibit G. Plant species may be substituted in kind, subject to approval of Town staff.

STONYBROOK DR.
(50' R.O.W.)

FLOOD INFORMATION
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP (FIRM) FOR THE TOWN OF PROSPER, TEXAS, COMMUNITY PANEL NO. 4891410235J, EFFECTIVE DATE JUNE 23, 2013, THE SUBJECT PROPERTY DOES NOT LIE WITHIN ANY DESIGNATED 100 YEAR FLOOD ZONE, BUT LIES WITHIN ZONE X.

- LEGEND**
- SIR ○ SET IRON ROD
 - FIR ○ FOUND IRON ROD
 - MH ○ SAN. SEW. MANHOLE
 - CO ○ CLEAN OUT
 - WV ○ WATER VALVE
 - WM ○ WATER METER
 - FH ○ FIRE HYDRANT
 - PP ○ POWER POLE
 - W ○ WATER LINE
 - SS ○ SAN. SEWER LINE
 - T ○ TELEPHONE LINE
 - G ○ GAS LINE
 - LP ○ LIGHT POLE
 - 6" ○ OAK TREE
 - BM ○ BENCH MARK
 - TEL-PED ○ TELEPHONE PEDESTAL
 - GM ○ GAS METER



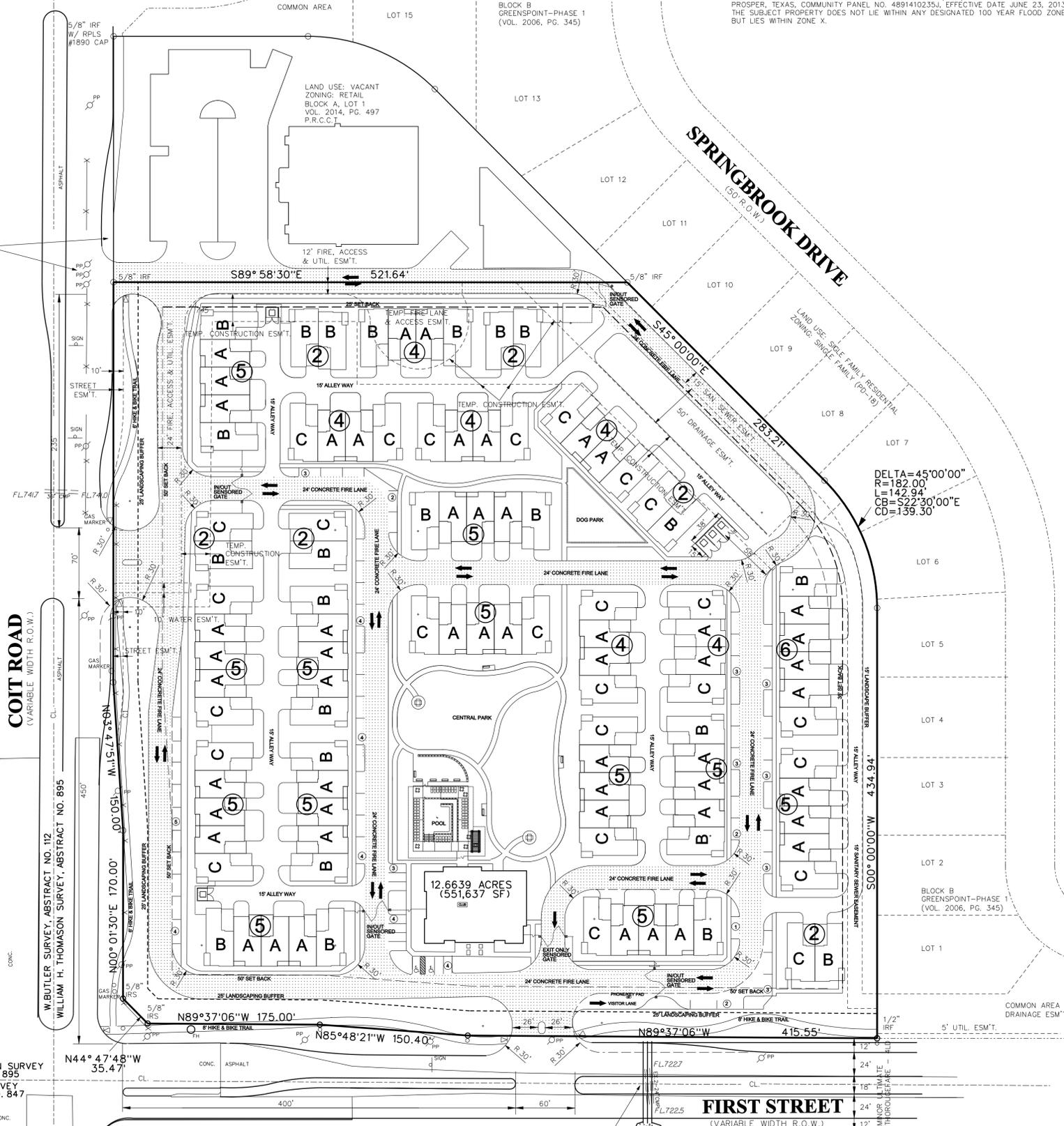
SITE PLAN GENERAL NOTES

- 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 conform to the standards contained within the Zoning Ordinance.
- 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- 8) Two points of access shall be maintained for the property at all times.
- 9) Speed bumps/humps are not permitted within a fire lane.
- 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- 11) All signage is subject to Building Official approval.
- 12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- 14) Sidewalks of not less than six (6") feet in width along thoroughfares and collectors and five (5") in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
- 15) Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
- 16) Site plan approval is required prior to grading release.
- 17) All new electrical lines shall be installed and/or relocated underground.
- 18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.

POWER POLE TO BE RELOCATED TO THIS LOCATION UNDER "KIDS R KIDS" PROJECT

LAND USE: VACANT
ZONING: RESIDENTIAL (SF-15)
TOWN OF PROSPER, TEXAS
INST. NO. 2012103000138440

COIT ROAD
(VARIABLE WIDTH R.O.W.)



UNITS CHART:

102 COTTAGE UNITS			
A	52	1,100 SF	57,200 SF
B	24	1,300 SF	31,200 SF
C	26	1,300 SF	33,800 SF
			122,200 SF

BUILDING CHART:

2	DUPEX	6	15,600 SF
4	4 PLEX	6	28,800 SF
5	5 PLEX	12	70,800 SF
6	6 PLEX	1	7,000 SF

SITE DATA

EXISTING ZONING	Proposed
RESIDENTIAL	RETAIL
RESIDENTIAL	MULTI-FAMILY
RESIDENTIAL	RETAIL AND NEIGHBORHOOD SERVICES
RESIDENTIAL	HIGH DENSITY RESIDENTIAL
RESIDENTIAL	Vacant
Land Area (square feet & acres)	551,637 SF (12.6639 ACRES)
BUILDING AREA	
1-CLUBHOUSE AREA	5000 SF
6-DUPEX AREA	17,250 SF
6-4 PLEX AREA	30,450 SF
12-5 PLEX AREA	74,100 SF
1-6 PLEX AREA	7,275 SF
TOTAL BUILDING AREA	134,075 SF
Building Height (# stories)	1 Story
Building Height (feet - distance to tallest building element)	30 feet
Lot Coverage	24.3%
OPEN SPACE CALCULATION	
OPEN SPACE REQUIRED	30.0%
OPEN SPACE PROVIDED (178731SF/551639SF)	32.4%
PARKING	
Parking Garages	102
Parking Spaces	62
Accessible Parking	1 SP
Enclosed Parking Spaces Ratio	1 SP / unit
Field Parking Spaces Ratio	62 SP / 102 unit
Total Parking Spaces Ratio	1.61 / Unit

DENSITY:
102 UNITS / 12.6639 AC
(8.05 U/AC)

Z16-0004
EXHIBIT "D"
OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMSON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovm@oaktimbers.net
DATE: JULY 2016

PREPARED BY:
MORI'S ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

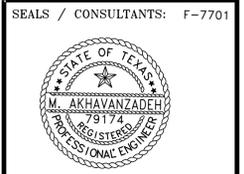
MORI'S ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas

VAUGHAN MITCHELL
(817) 996-9083



THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON JULY 12, 2016

PROJECT NUMBER: 1522
ISSUE DATE: JULY 12, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "D"

SHEET NUMBER:

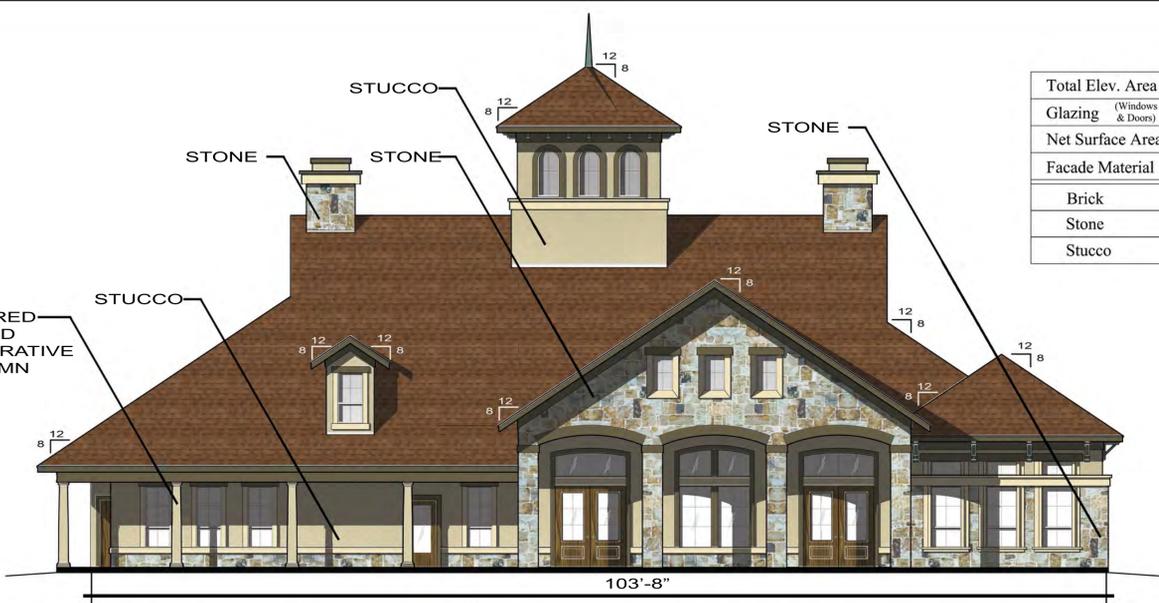
LAND USE: VACANT
ZONING: RESIDENTIAL (SF-15)
TERRA LOAM LLC
INST. NO. 20150810000998890

PROP. STORM SEWER UNDER THE ROAD AND EROSION IMPROVEMENT

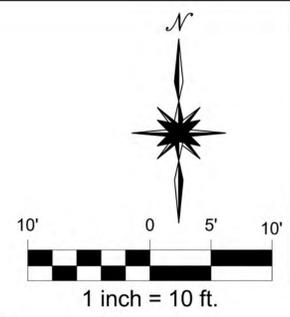
NOTE:
The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

Development Schedule

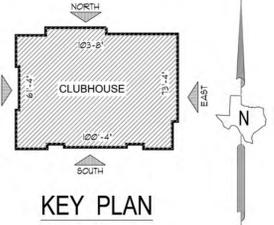
The proposed development will be constructed in one continuous phase with construction to commence following site plan approval and the issuance of appropriate construction-related permits. The current estimated construction start date is September 2016 with construction to take approximately 12 months. The developer may request that model units be given a temporary certificate of occupancy prior to completion to facilitate marketing of the project with final certificate of occupancies to be issued for each building as it completed subject to meeting all public safety access requirements.



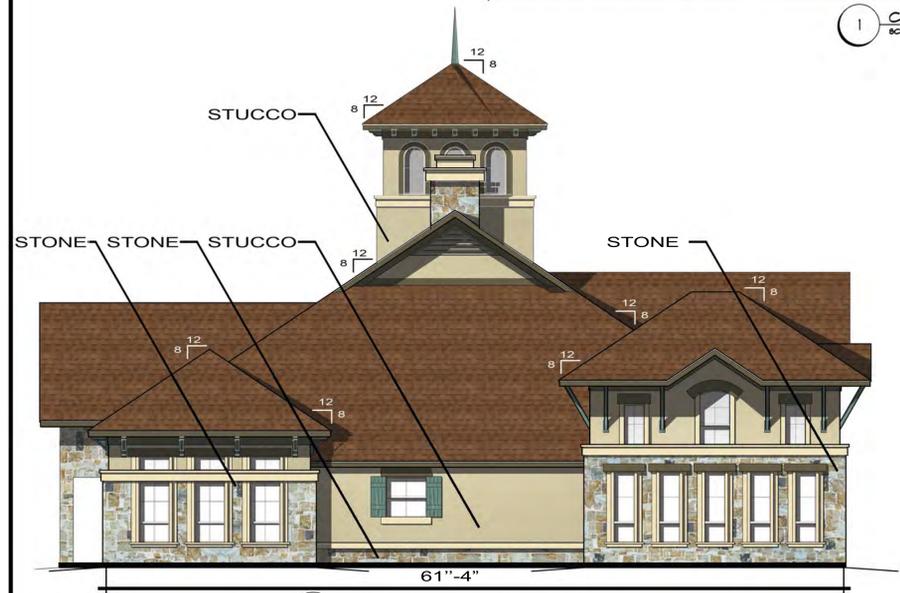
Total Elev. Area	1635 S.F.	100%
Glazing (Windows & Doors)	-414 S.F.	25%
Net Surface Area	1221 S.F.	75%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	500 S.F.	41%
Stucco	721 S.F.	59%



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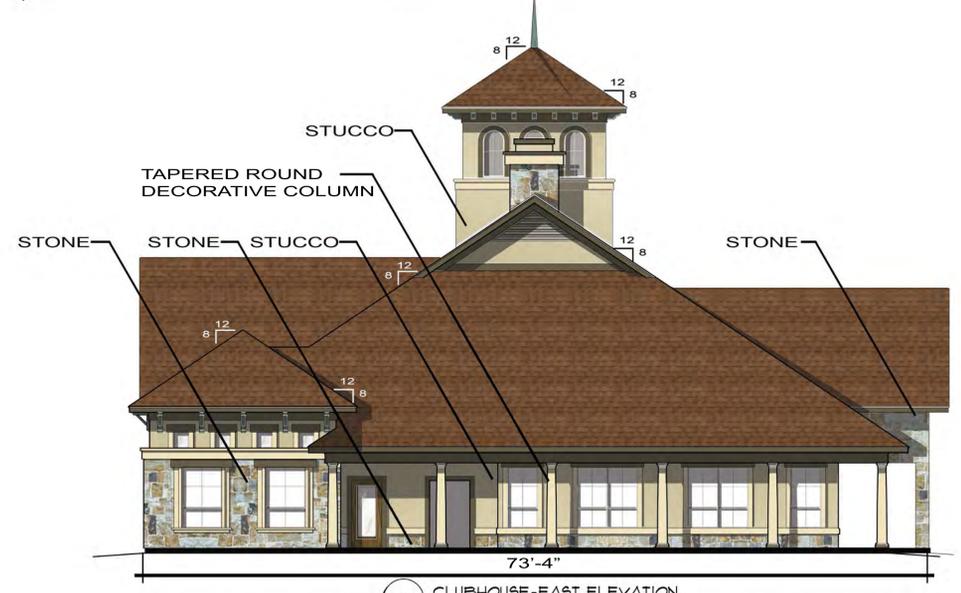


1 CLUBHOUSE-NORTH ELEVATION
SCALE 1/8" = 1'-0"



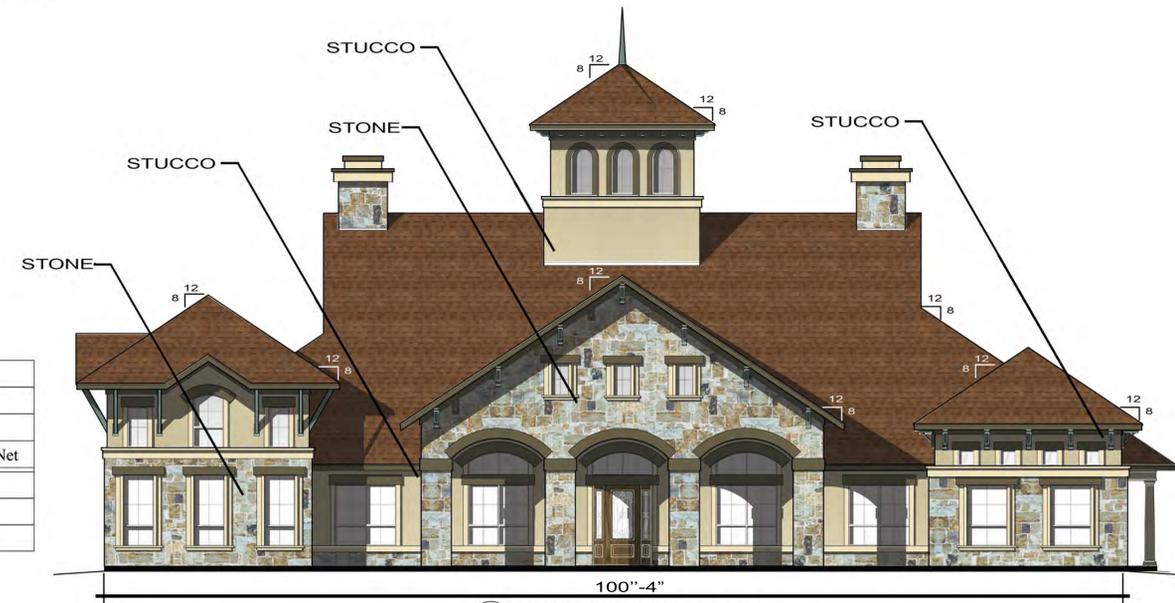
Total Elev. Area	1034 S.F.	100%
Glazing (Windows & Doors)	-183 S.F.	18%
Net Surface Area	851 S.F.	82%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	446 S.F.	52%
Stucco	405 S.F.	48%

2 CLUBHOUSE-WEST ELEVATION
SCALE 1/8" = 1'-0"



Total Elev. Area	747 S.F.	100%
Glazing (Windows & Doors)	-213 S.F.	29%
Net Surface Area	534 S.F.	71%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	186 S.F.	35%
Stucco	348 S.F.	65%

3 CLUBHOUSE-EAST ELEVATION
SCALE 1/8" = 1'-0"



Total Elev. Area	1,853 S.F.	100%
Glazing (Windows & Doors)	-420 S.F.	23%
Net Surface Area	1,433 S.F.	77%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	863 S.F.	60%
Stucco	570 S.F.	40%

4 CLUBHOUSE-SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Z16-0004

EXHIBIT "F"

OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovm@oaktimbers.net

PREPARED BY:
MORI'S
ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

DATE: MARCH 2016 SCALE: 1"=60'

MORI'S
ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:
Arrive
Architecture
Group
2344 Highway 121
Suite 100
Bedford, TX
817-514-0584
william@arriveag.com

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
March 4, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-1

MORI'S ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
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CONSULTANTS:
Arrive Architecture Group
2344 Highway 121
Suite 100
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william@arriveag.com

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
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Prosper, Texas

VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS: F-7701

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PROJECT NUMBER:
1522
ISSUE DATE:
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REVISIONS:

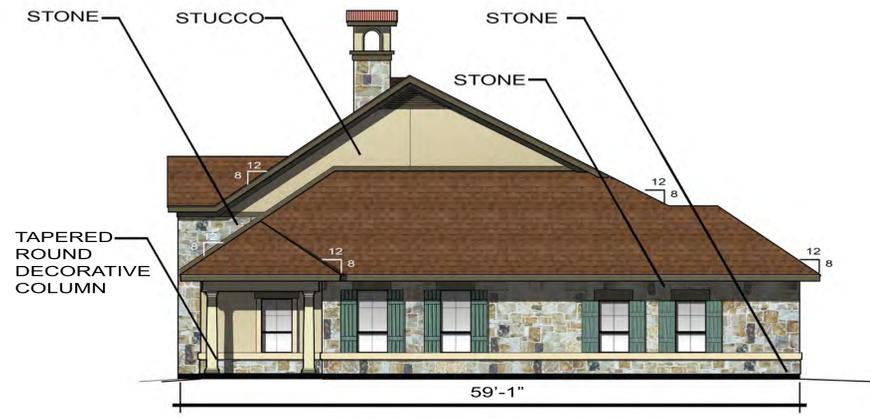
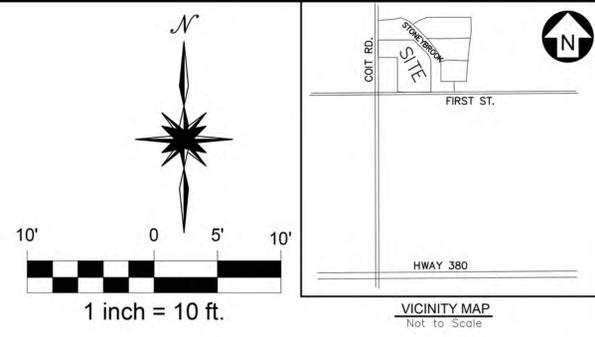
SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-2



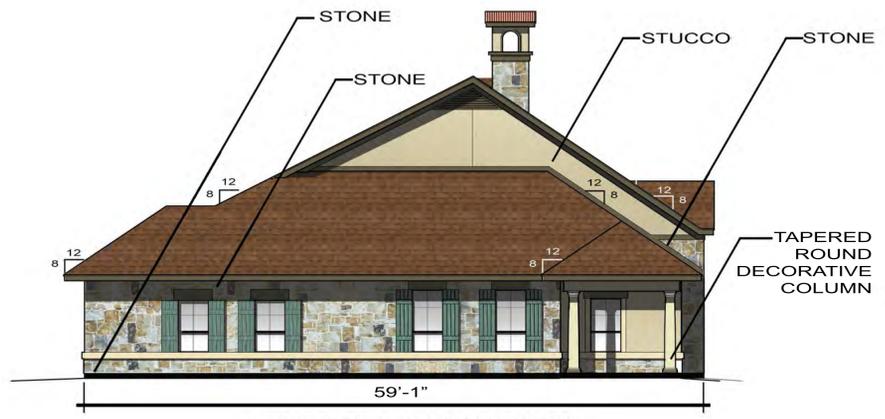
Total Elev. Area	990 S.F.	100%
Glazing (Windows & Doors)	-512 S.F.	51%
Net Surface Area	478 S.F.	49%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	188 S.F.	39%
Stucco	290 S.F.	61%

1 NORTH ELEVATION - FOURPLEX
SCALE: 1/8" = 1'-0"



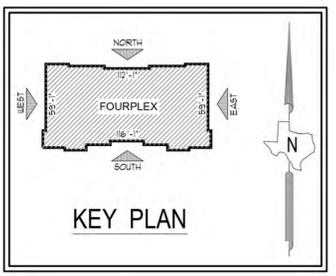
Total Elev. Area	724 S.F.	100%
Glazing (Windows & Doors)	-82 S.F.	11%
Net Surface Area	642 S.F.	89%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	450 S.F.	70%
Stucco	192 S.F.	30%

2 FOURPLEX - WEST ELEVATION
SCALE: 1/8" = 1'-0"

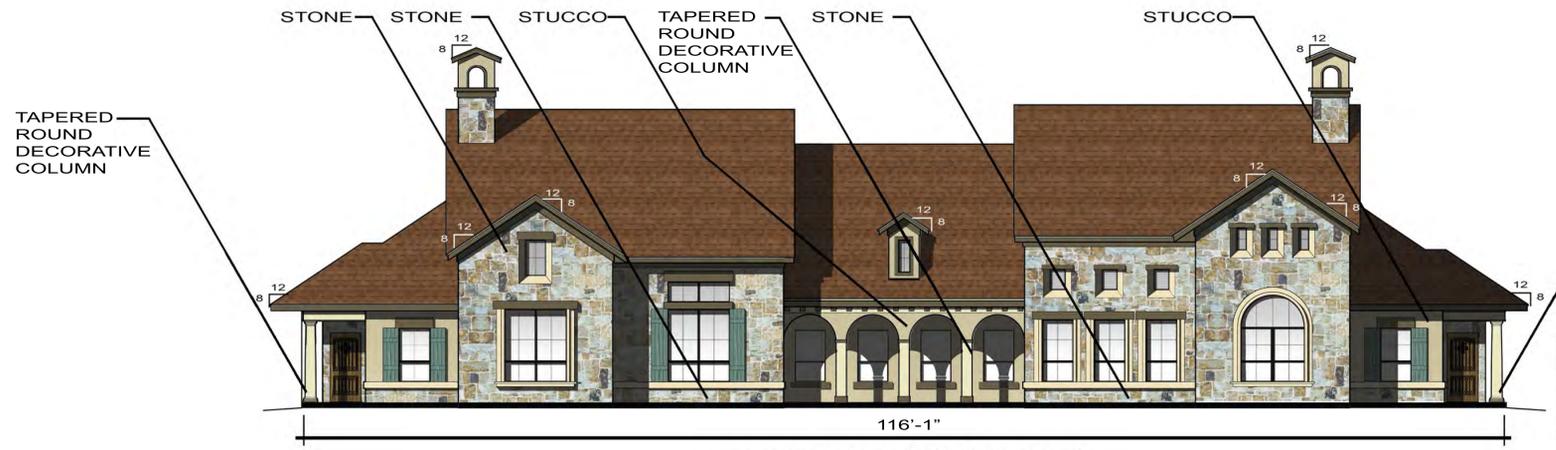


Total Elev. Area	724 S.F.	100%
Glazing (Windows & Doors)	-82 S.F.	11%
Net Surface Area	642 S.F.	89%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	450 S.F.	70%
Stucco	192 S.F.	30%

3 FOURPLEX - EAST ELEVATION
SCALE: 1/8" = 1'-0"



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- NOTE:
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Total Elev. Area	1,524 S.F.	100%
Glazing (Windows & Doors)	-353 S.F.	23%
Net Surface Area	1,171 S.F.	77%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	929 S.F.	79%
Stucco	242 S.F.	21%

4 FOURPLEX - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Z16-0004

EXHIBIT "F"
OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovm@oaktimbers.net
DATE: MARCH 2016

PREPARED BY:
MORI'S ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com
SCALE: 1"=60'

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CONSULTANTS:
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**OAK TIMBERS PROSPER
SENIOR COMMUNITY**
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas

VAUGHAN MITCHELL
(817) 996-9083

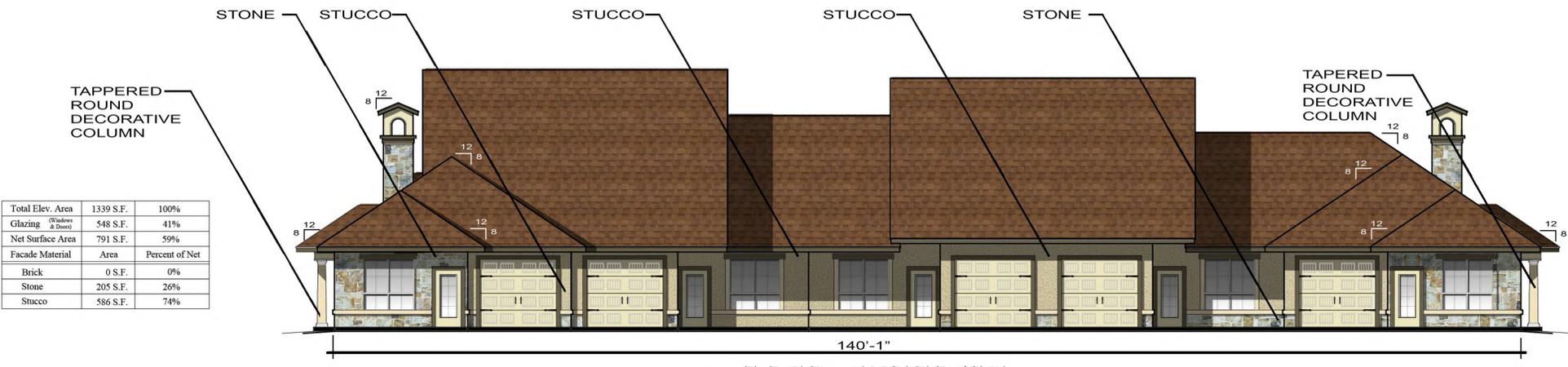
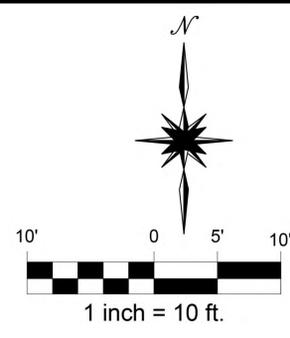
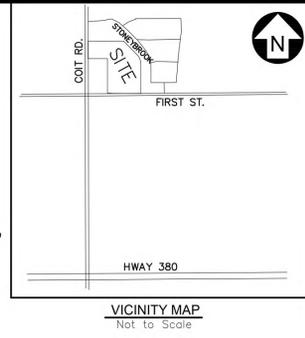
SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS
DRAWING IS AUTHORIZED BY
MORI AKHAVAN, P.E. NO.
79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
March 4, 2016
REVISIONS:

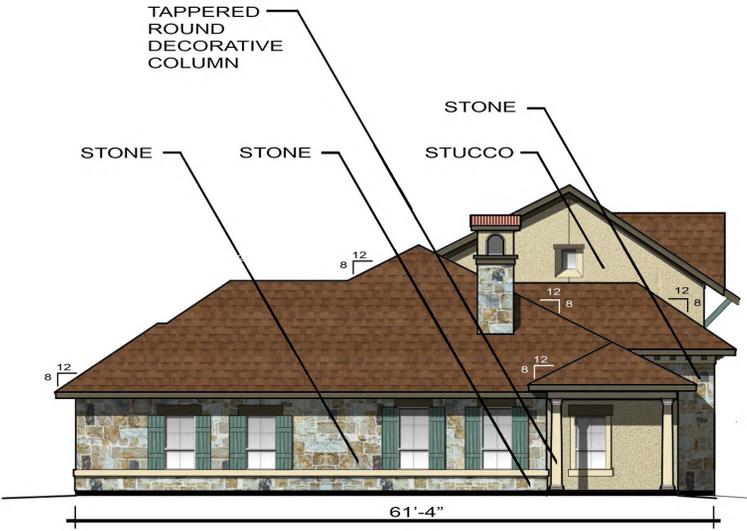
SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-3



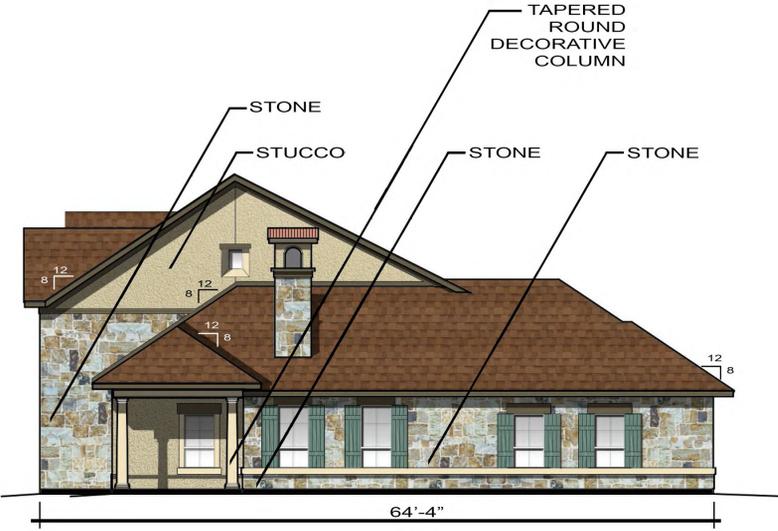
Total Elev. Area	1339 S.F.	100%
Glazing (Windows & Doors)	548 S.F.	41%
Net Surface Area	791 S.F.	59%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	205 S.F.	26%
Stucco	586 S.F.	74%

① FIVE-PLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"



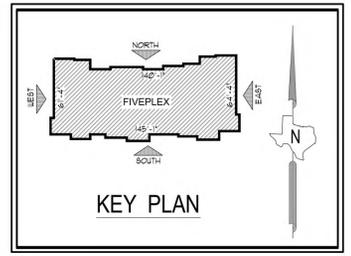
② FIVE-PLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	714 S.F.	100%
Glazing (Windows & Doors)	-84 S.F.	12%
Net Surface Area	630 S.F.	88%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	433 S.F.	69%
Stucco	197 S.F.	31%



③ FIVE-PLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	909 S.F.	100%
Glazing (Windows & Doors)	-87 S.F.	9%
Net Surface Area	822 S.F.	91%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	508 S.F.	62%
Stucco	314 S.F.	38%



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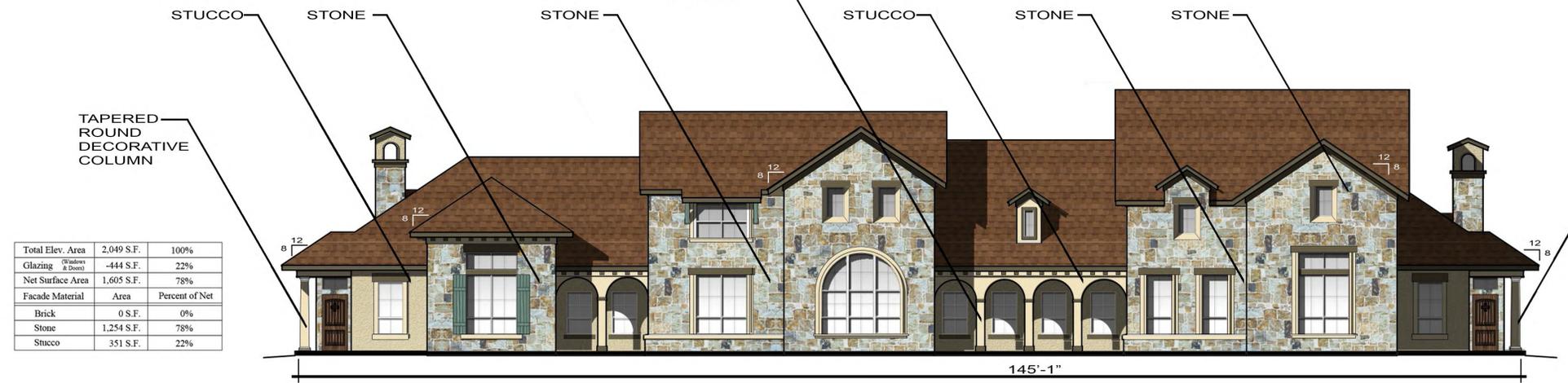
NOTE:

- MATERIAL WILL REMAIN THE SAME, HOWEVER COLOR IS SUBJECT TO CHANGE TO PROVIDE ARCHITECTURAL DIVERSITY WITHIN THE DEVELOPMENT. ANY CHANGES WILL REMAIN NEUTRAL IN COLOR.

Z16-0004

EXHIBIT "F"
**OAK TIMBERS PROSPER
SENIOR COMMUNITY**

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS



Total Elev. Area	2,049 S.F.	100%
Glazing (Windows & Doors)	-444 S.F.	22%
Net Surface Area	1,605 S.F.	78%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	1,254 S.F.	78%
Stucco	351 S.F.	22%

④ FIVE-PLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

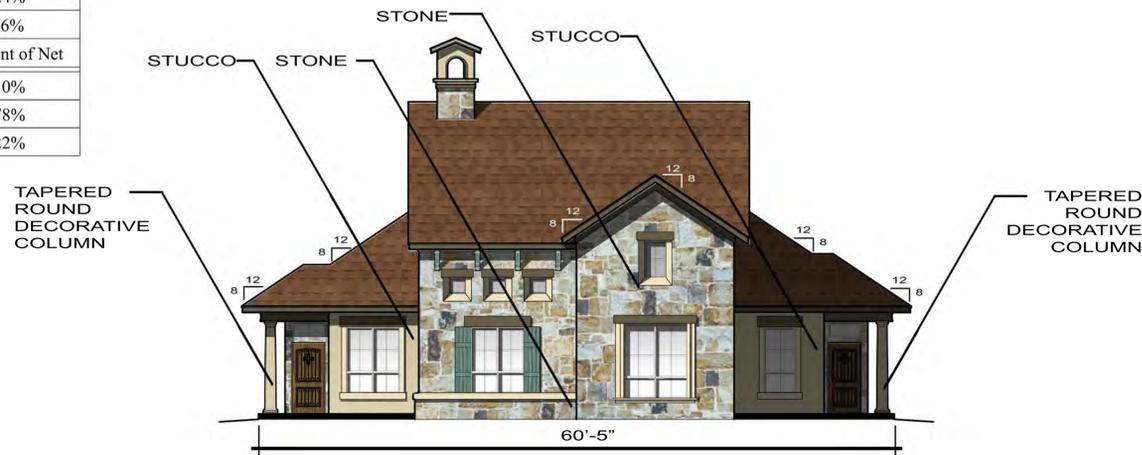
TAPERED
ROUND
DECORATIVE
COLUMN

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: avn@oaktimbers.net
DATE: MARCH 2016

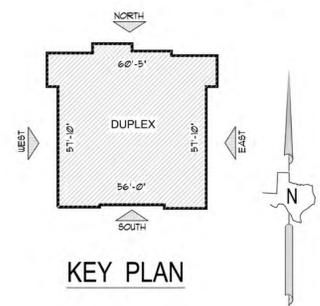
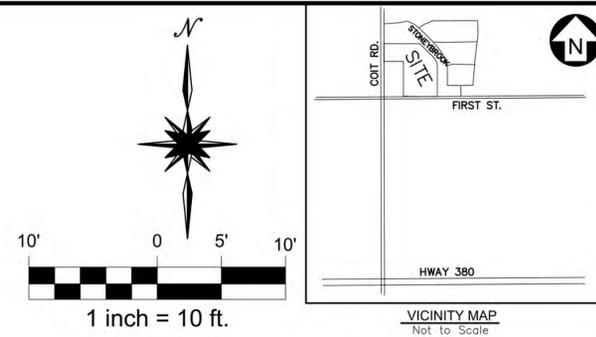
PREPARED BY:
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ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

SCALE: 1"=60'

Total Elev. Area	753 S.F.	100%
Glazing (Windows & Doors)	-184 S.F.	24%
Net Surface Area	569 S.F.	76%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	445 S.F.	78%
Stucco	124 S.F.	22%



1 DUPLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"



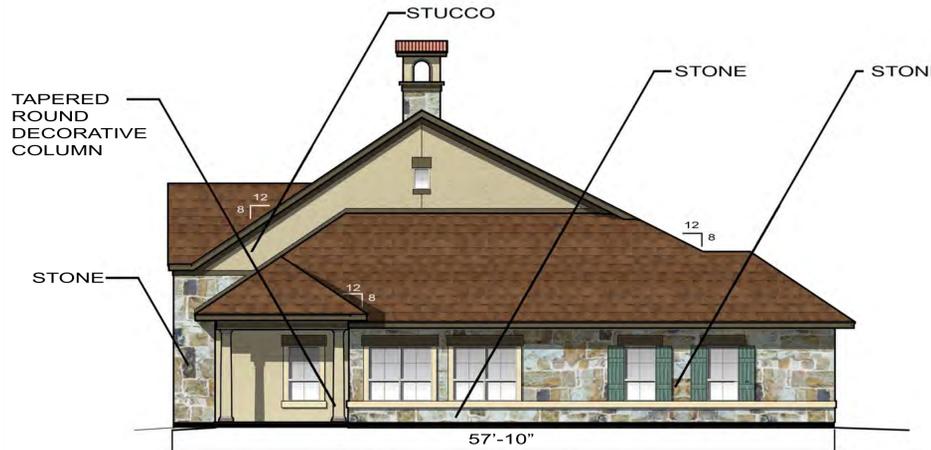
KEY PLAN

GENERAL NOTES:

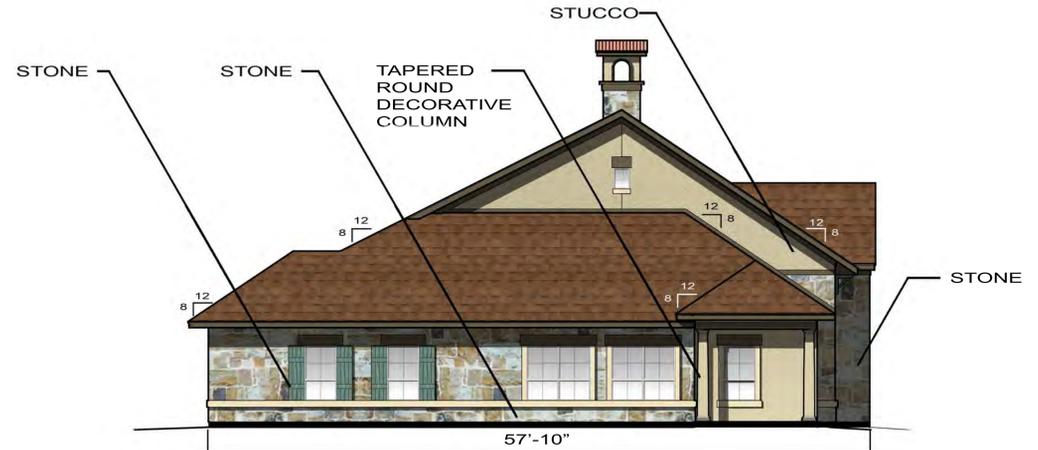
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NOTE:

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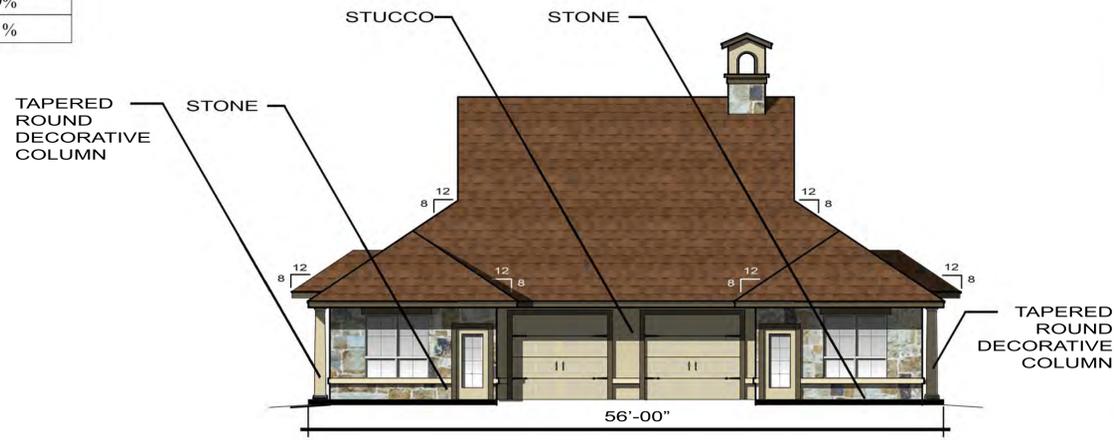
2 DUPLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"



3 DUPLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	779 S.F.	100%
Glazing (Windows & Doors)	-111 S.F.	14%
Net Surface Area	668 S.F.	86%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	330 S.F.	49%
Stucco	338 S.F.	51%

Total Elev. Area	779 S.F.	100%
Glazing (Windows & Doors)	-111 S.F.	14%
Net Surface Area	668 S.F.	86%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	330 S.F.	49%
Stucco	338 S.F.	51%



4 DUPLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	506 S.F.	100%
Glazing (Windows & Doors)	-256 S.F.	51%
Net Surface Area	250 S.F.	49%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	160 S.F.	64%
Stucco	90 S.F.	36%

Z16-0004

EXHIBIT "F"

OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovm@oaktimbers.net

PREPARED BY:
MORI'S
ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

DATE: MARCH 2016 SCALE: 1"=60'

MORI'S
ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:
Arrive
Architecture
Group
2344 Highway 121
Suite 100
Bedford, TX
817-514-0584
william@arriveag.com

OAK TIMBERS PROSPER
SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS: F-7701

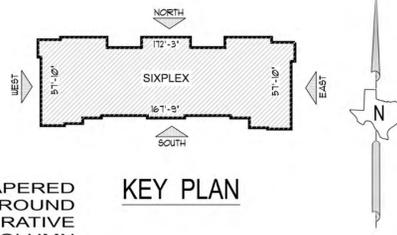
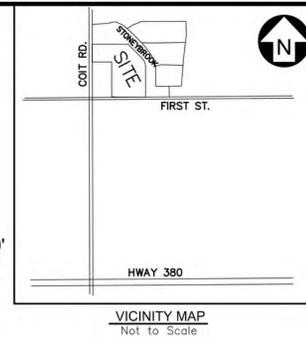
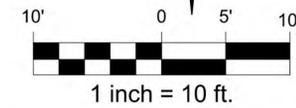
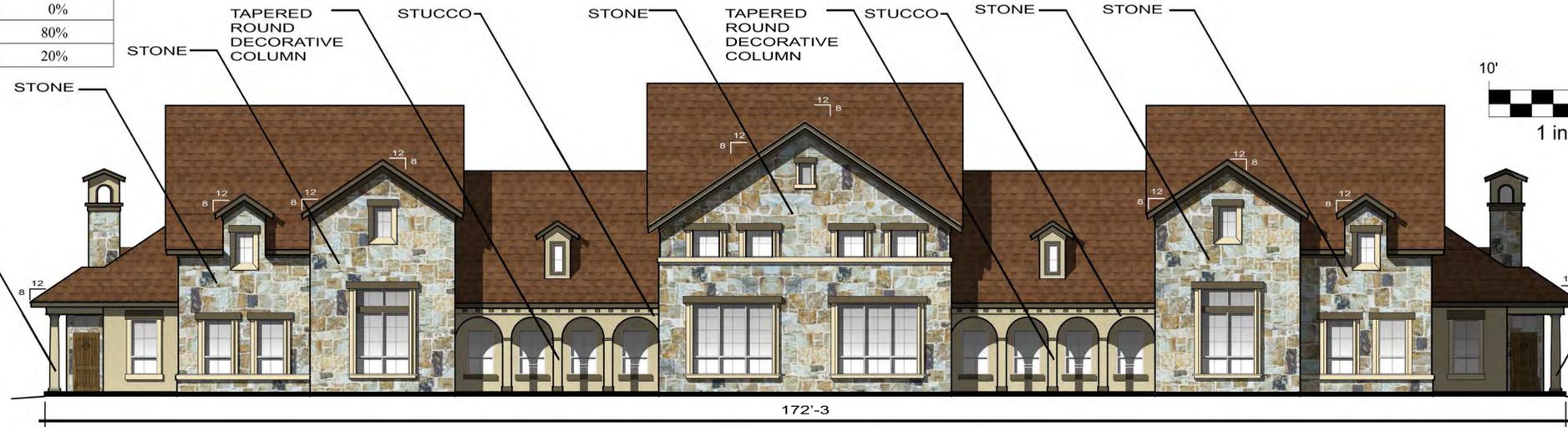
THE SEAL APPEARING ON THIS
DRAWING IS AUTHORIZED BY
MORI AKHAVAN, P.E., NO.
79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
March 4, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-4

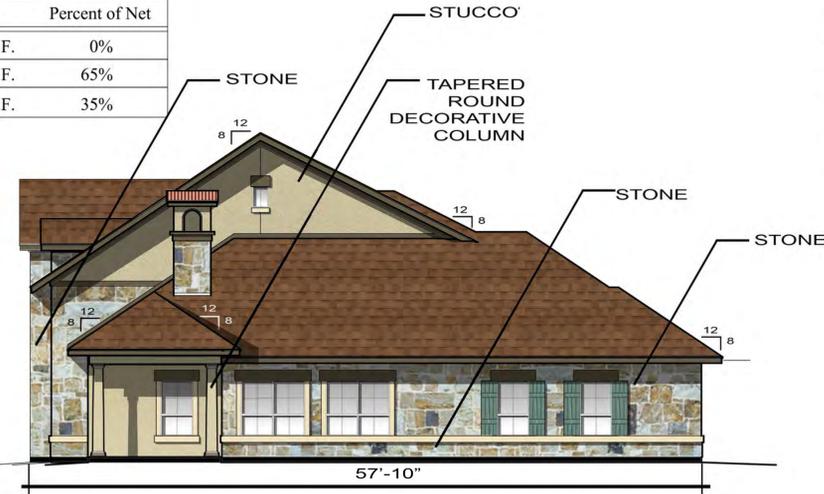
Total Elev. Area	2678 S.F.	100%
Glazing (Windows & Doors)	-600 S.F.	22%
Net Surface Area	2078 S.F.	78%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	1670 S.F.	80%
Stucco	408 S.F.	20%



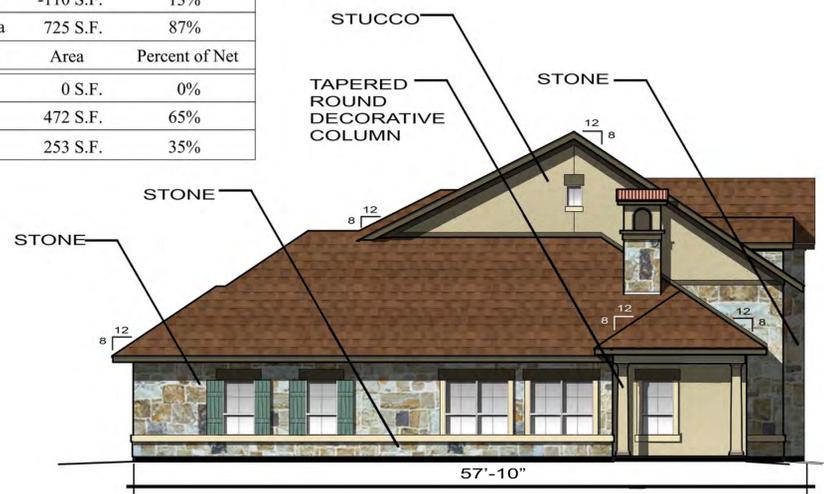
1 6-FLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	835 S.F.	100%
Glazing (Windows & Doors)	-110 S.F.	13%
Net Surface Area	725 S.F.	87%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	472 S.F.	65%
Stucco	253 S.F.	35%

Total Elev. Area	835 S.F.	100%
Glazing (Windows & Doors)	-110 S.F.	13%
Net Surface Area	725 S.F.	87%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	472 S.F.	65%
Stucco	253 S.F.	35%



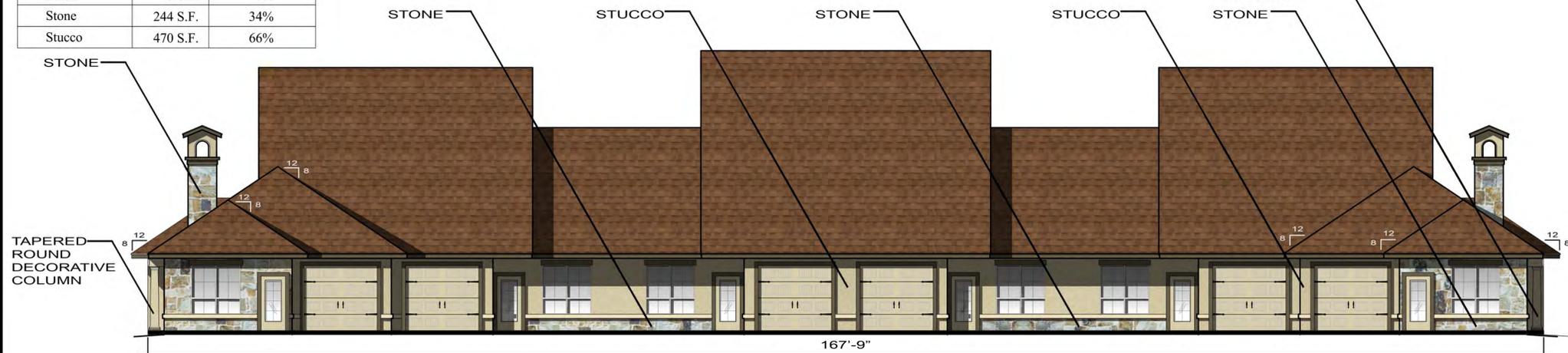
2 6-FLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"



3 6-FLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

- GENERAL NOTES:
- THIS CONCEPTUAL ELEVATION IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTION DIVISION.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH ZONING ORDINANCE.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION.
 - WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF 10%.
- NOTE:
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Total Elev. Area	1,482 S.F.	100%
Glazing (Windows & Doors)	-768 S.F.	52%
Net Surface Area	714 S.F.	48%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	244 S.F.	34%
Stucco	470 S.F.	66%



4 6-FLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Z16-0004

EXHIBIT "F"

OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2

WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
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Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovt@oaktimbers.net

PREPARED BY:
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ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

DATE: MARCH 2016 SCALE: 1"=60'

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ENGINEERING AND LAND SURVEYING
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moriakhavan@yahoo.com
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CONSULTANTS:
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Architecture
Group
2344 Highway 121
Suite 100
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817-514-0584
william@arriveag.com

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E., NO. 79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
March 4, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-5

MORI'S
ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:
mg
landscape architects
Meeks Design Group, Inc.
1755 N. Collins Blvd., #300
Richardson, TX 75080
P: (972) 690-7474
F: (972) 690-7878

**OAK TIMBERS PROSPER
SENIOR COMMUNITY**
PROSPER, TEXAS

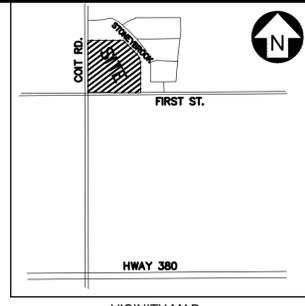
DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS:

PROJECT NUMBER:
1622
ISSUE DATE:
March 4, 2016
REVISIONS:
March 23, 2016
April 08, 2016
July 14, 2016

SHEET NAME:
EXHIBIT "G"

SHEET NUMBER:
G-1



LEGEND

- STREET FRONTAGE TREE
4" CAL. MIN.
- INTERIOR PARKING TREE
3" CAL. MIN.
- OPEN SPACE TREE
3" CAL. MIN.
- BUFFER TREE (LIVE OAK)
4" CAL. SHADE TREE
- PARK TREE
3" CAL. SHADE TREE
- EVERGREEN SHRUB
(NELLIE R. STEVENS HOLLY)
45 GALLON, 8' HT. MIN

LANDSCAPE REQUIREMENTS

PERIMETER REQUIREMENTS:
STREET FRONTS:
REQUIRED: A 25' WIDE LANDSCAPE AREA WITH (1) 3" CAL. TREE PLANTED ON 30' CENTERS.
-FIRST STREET: 698.67 L.F. / 30 = 23.3 TREES
-COIT ROAD: 660 L.F. / 30 = 22 TREES
PROVIDED: A 25' WIDE LANDSCAPED AREA WITH
-FIRST STREET: (23) 3" CAL. TREES
-COIT ROAD: (23) 3" CAL. TREES

SINGLE FAMILY BUFFERS:
REQUIRED: A 15' WIDE LANDSCAPE AREA WITH (1) 4" CAL. TREE PLANTED ON 30' CENTERS, AND A CONTINUOUS ROW OF 6' HT. EVERGREEN SHRUBS
-EAST PL: 861 L.F. / 30 = 28.7 TREES
PROVIDED: A 15' WIDE LANDSCAPE AREA WITH
-EAST PL: (29) 3" CAL. TREES AND A CONTINUOUS ROW OF 6' HT. EVERGREEN SHRUBS

INTERIOR PARKING REQUIREMENTS:
REQUIRED: (1) 3" CAL. TREE PER EVERY 10 PARKING SPACES
71 PARKING SPACES / 10 = 7.1 TREES
PROVIDED: (74) TREES
REQUIRED: AT LEAST (1) 3" CAL. TREE WITHIN 50' OF EVERY PARKING SPACE
PROVIDED: (1) 3" CAL. TREE WITHIN 50' OF EVERY PARKING SPACE

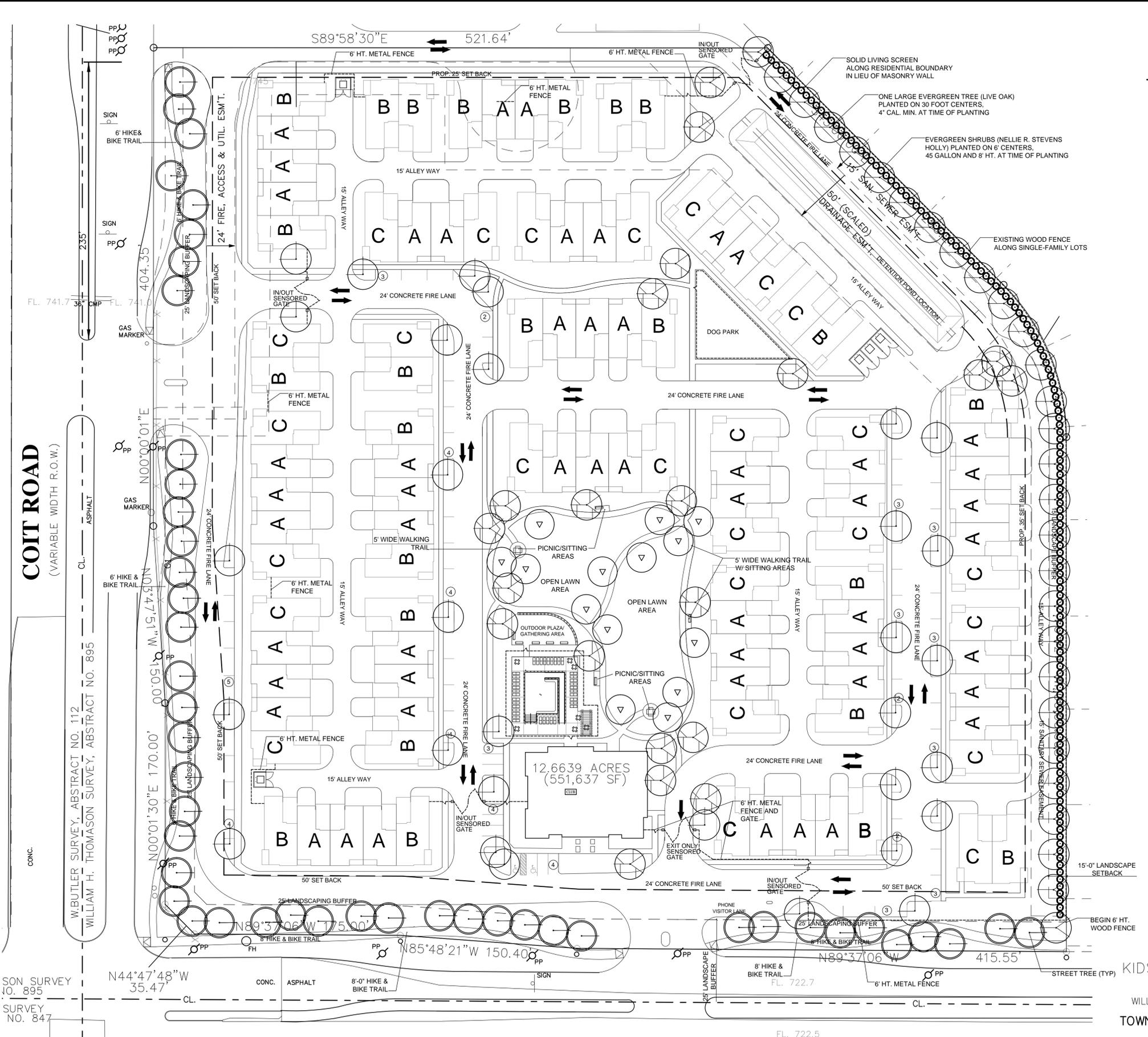
RESIDENTIAL OPEN SPACE:
REQUIRED: 30% OF THE AREA BEING DEVELOPED
551,637 S.F. X 30% = 165,491 S.F.
PROVIDED: 100,158 S.F. (18%)
REQUIRED: (1) 3" CAL. TREE FOR EVERY 1,000 S.F. OF REQUIRED OPEN SPACE
100,158 S.F. / 1,000 = 100 TREES
PROVIDED: (126) 3" CAL. TREES

2016-0004
EXHIBIT "G"
**OAK TIMBERS PROSPER
SENIOR COMMUNITY**
KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: avm@oaktimbers.net
DATE: MARCH 2016

PREPARED BY:
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ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

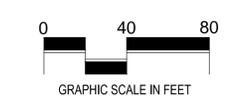
SCALE: 1"=40'



COIT ROAD
(VARIABLE WIDTH R.O.W.)

W. BUTLER SURVEY, ABSTRACT NO. 112
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
SON SURVEY
NO. 895
SURVEY
NO. 847

1 LANDSCAPE SITE PLAN
SCALE: 1"=40'-0"



LANDSCAPE ARCHITECT
MECKS DESIGN GROUP
1755 N. COLLINS BLVD.,
SUITE 300
RICHARDSON, TEXAS 75080
(972) 690-7474
BRANDON BOOHER

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: avm@oaktimbers.net
DATE: MARCH 2016

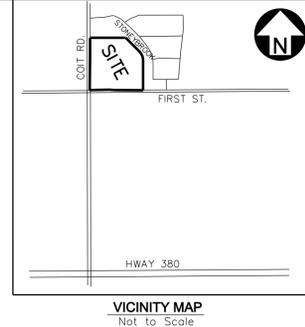
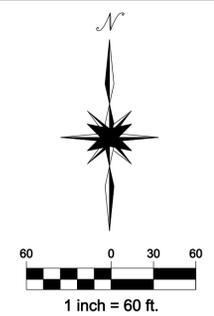
PREPARED BY:
MORI'S
ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

SCALE: 1"=40'

STONYBROOK DR.
(50' R.O.W.)

FLOOD INFORMATION
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP (FIRM) FOR THE TOWN OF PROSPER, TEXAS, COMMUNITY PANEL NO. 4891410235J, EFFECTIVE DATE JUNE 23, 2013, THE SUBJECT PROPERTY DOES NOT LIE WITHIN ANY DESIGNATED 100 YEAR FLOOD ZONE, BUT LIES WITHIN ZONE X.

- LEGEND**
- SIR ○ SET IRON ROD
 - FIR ○ FOUND IRON ROD
 - MH ○ SAN. SEW. MANHOLE
 - CO ○ CLEAN OUT
 - WV ○ WATER VALVE
 - WM ○ WATER METER
 - FH ○ FIRE HYDRANT
 - PP ○ POWER POLE
 - W ○ WATER LINE
 - SS ○ SAN. SEWER LINE
 - T ○ TELEPHONE LINE
 - G ○ GAS LINE
 - LP ○ LIGHT POLE
 - 6" ○ OAK TREE
 - BM ○ BENCH MARK
 - TEL-PED ○ TELEPHONE PEDESTAL
 - GM ○ GAS METER



SITE PLAN GENERAL NOTES

- 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 conform to the standards contained within the Zoning Ordinance.
- 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- 7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
- 8) Two points of access shall be maintained for the property at all times.
- 9) Speed bumps/humps are not permitted within a fire lane.
- 10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- 11) All signage is subject to Building Official approval.
- 12) All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- 14) Sidewalks of not less than six (6") feet in width along thoroughfares and collectors and five (5") in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
- 15) Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
- 16) Site plan approval is required prior to grading release.
- 17) All new electrical lines shall be installed and/or relocated underground.
- 18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.

POWER POLE TO BE RELOCATED TO THIS LOCATION UNDER "KIDS R KIDS" PROJECT

LAND USE: VACANT
ZONING: RESIDENTIAL (SF-15)
TOWN OF PROSPER, TEXAS
INST. NO. 2012103000138440

COIT ROAD
(VARIABLE WIDTH R.O.W.)

W. BUTLER SURVEY, ABSTRACT NO. 112
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895

WILLIAM H. THOMASON SURVEY
ABSTRACT NO. 895
J. STONE SURVEY
ABSTRACT NO. 847

LAND USE: VACANT
ZONING: RESIDENTIAL (SF-15)
TERRA LOAM LLC
INST. NO. 20150810000998890

UNITS CHART:

102 COTTAGE UNITS		
A	52	1,100 SF
B	24	1,300 SF
C	26	1,300 SF
		122,200 SF

BUILDING CHART:

2	DUPEX	6	15,600 SF
4	4 PLEX	6	28,800 SF
5	5 PLEX	12	70,800 SF
6	6 PLEX	1	7,000 SF

SITE DATA

EXISTING ZONING	Proposed Retail
PROPOSED ZONING	MULTI-FAMILY
EXISTING FLUP	RETAIL AND NEIGHBORHOOD SERVICES
PROPOSED FLUP	HIGH DENSITY RESIDENTIAL
Land Use	Vacant
Lot Area (square feet & acres)	551,637 SF (12.6639 ACRES)
BUILDING AREA	
1-CLUBHOUSE AREA	5000 SF
6-DUPEX AREA	17,250 SF
6-4 PLEX AREA	30,450 SF
12-5 PLEX AREA	74,100 SF
1-6 PLEX AREA	7,275 SF
TOTAL BUILDING AREA	134,075 SF
OPEN SPACE CALCULATION	
OPEN SPACE REQUIRED	30.0%
OPEN SPACE PROVIDED (178731SF/551639SF)	32.4%
PARKING	
Parking Garages	102
Parking Spaces	62
Accessible Parking	1 SP
Enclosed Parking Spaces Ratio	1 SP / unit
Field Parking Spaces Ratio	62 SP / 102 unit
Total Parking Spaces Ratio	1.61 / Unit

DENSITY:
102 UNITS / 12.6639 AC
(8.05 U/AC)

Z16-0004
EXHIBIT "D"
**OAK TIMBERS PROSPER
SENIOR COMMUNITY**

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

PREVIOUSLY PROPOSED

OWNER:
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CONTACT: VAUGHAN MITCHELL
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DATE: MARCH 2016

PREPARED BY:
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CONTACT:
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TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:

**OAK TIMBERS PROSPER
SENIOR COMMUNITY
PROSPER, TEXAS**

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

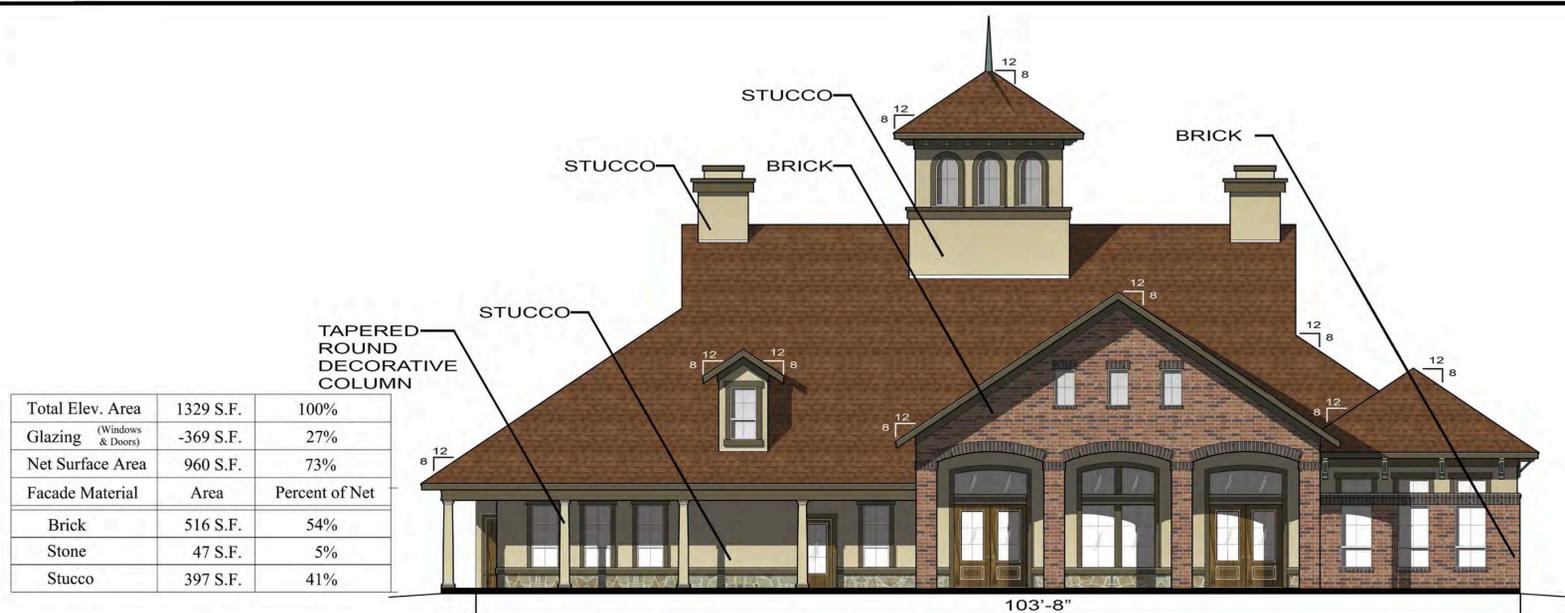
SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON MAR. 22, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
March 22, 2016
REVISIONS:

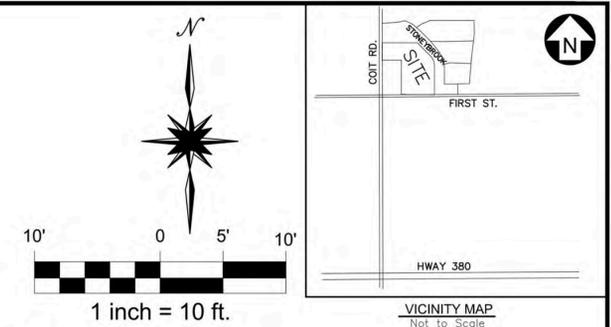
SHEET NAME:
EXHIBIT "D"

SHEET NUMBER:

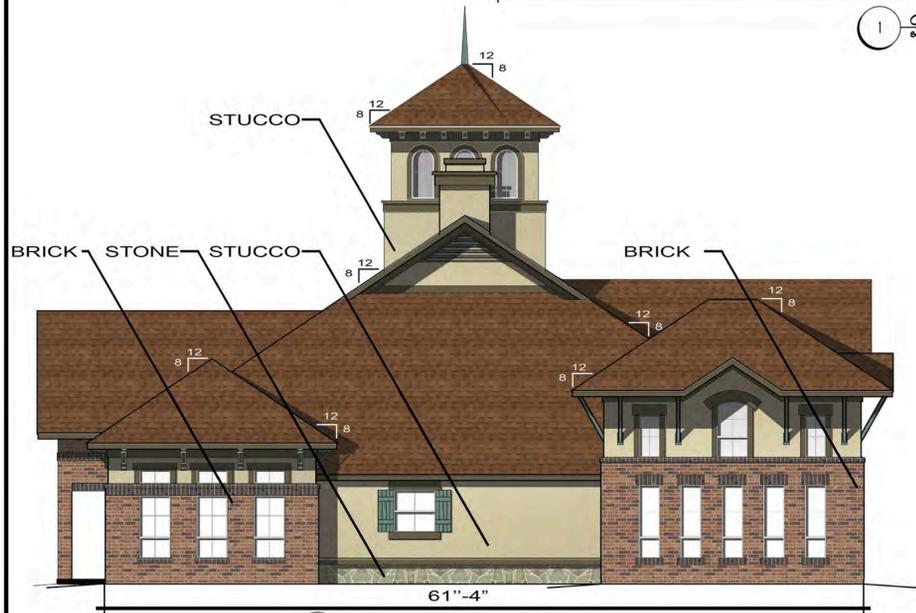
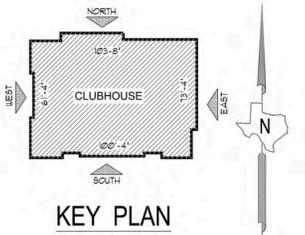


Total Elev. Area	1329 S.F.	100%
Glazing (Windows & Doors)	-369 S.F.	27%
Net Surface Area	960 S.F.	73%
Facade Material	Area	Percent of Net
Brick	516 S.F.	54%
Stone	47 S.F.	5%
Stucco	397 S.F.	41%

1 CLUBHOUSE-NORTH ELEVATION
SCALE 1/8" = 1'-0"

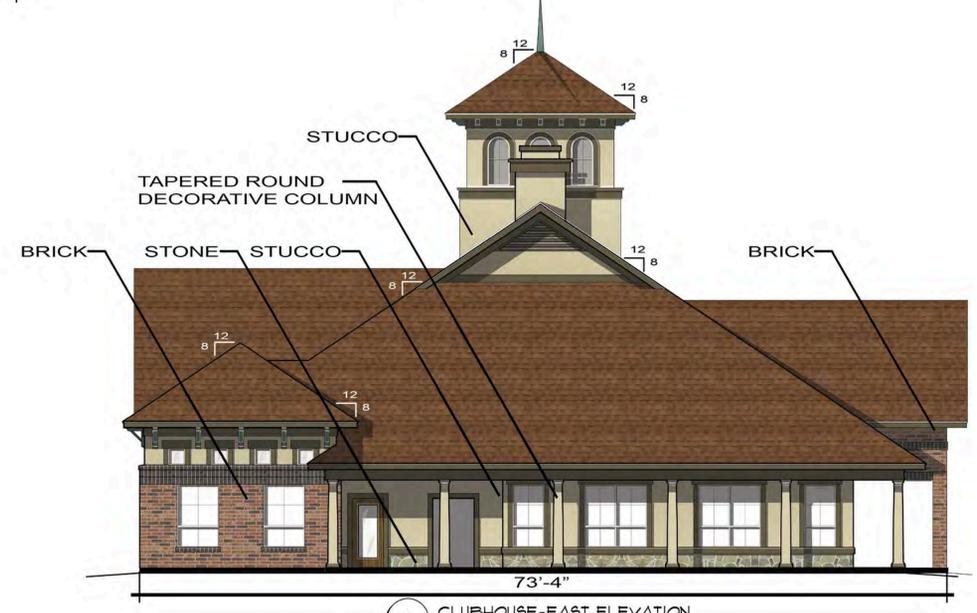


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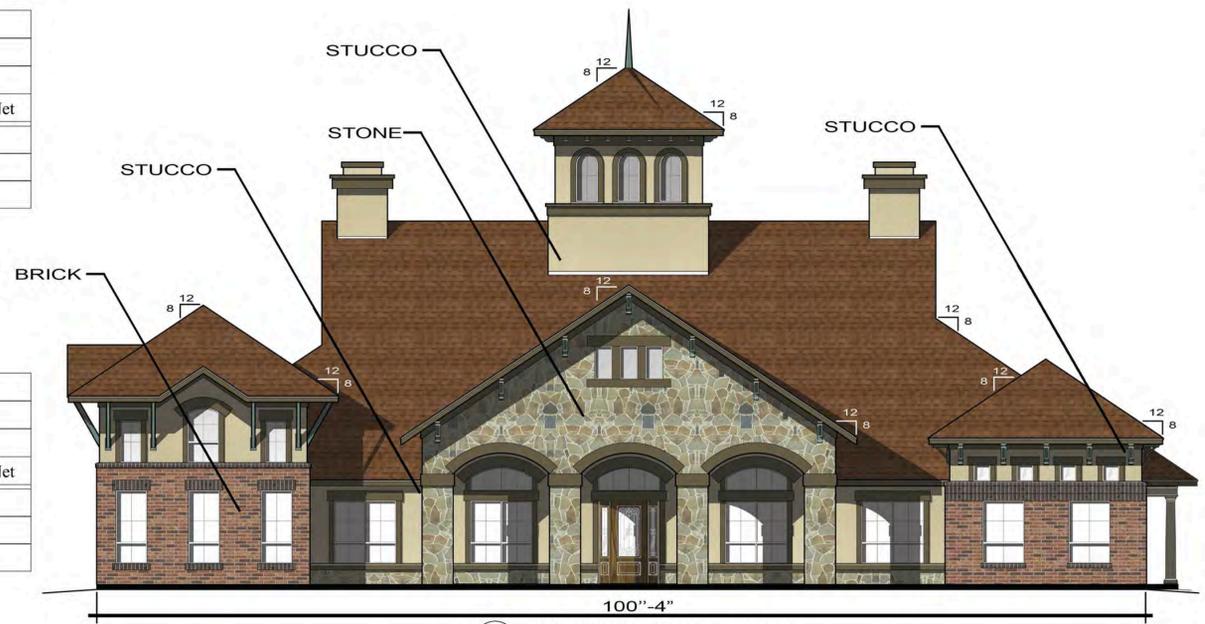
Total Elev. Area	1202 S.F.	100%
Glazing (Windows & Doors)	-183 S.F.	17%
Net Surface Area	1019 S.F.	83%
Facade Material	Area	Percent of Net
Brick	390 S.F.	38%
Stone	37 S.F.	4%
Stucco	592 S.F.	58%

2 CLUBHOUSE-WEST ELEVATION
SCALE 1/8" = 1'-0"



Total Elev. Area	650 S.F.	100%
Glazing (Windows & Doors)	-194 S.F.	30%
Net Surface Area	456 S.F.	60%
Facade Material	Area	Percent of Net
Brick	162 S.F.	36%
Stone	53 S.F.	12%
Stucco	241 S.F.	52%

3 CLUBHOUSE-EAST ELEVATION
SCALE 1/8" = 1'-0"



Total Elev. Area	1,733 S.F.	100%
Glazing (Windows & Doors)	-376 S.F.	22%
Net Surface Area	1,357 S.F.	78%
Facade Material	Area	Percent of Net
Brick	432 S.F.	32%
Stone	500 S.F.	37%
Stucco	425 S.F.	31%

4 CLUBHOUSE-SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Z16-0004

EXHIBIT "F"
OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
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WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

PREVIOUSLY PROPOSED

OWNER: Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL (817) 996-9083
E-mail: ovm@oaktimbers.net
DATE: MARCH 2016

PREPARED BY: MORI'S ENGINEERING, INC. F-7701
2616 Pickwick Lane, Plano, Texas 75093
CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com

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CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:
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817-514-0584
william@arriveag.com

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS: F-7701

THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON MAR. 4, 2016

PROJECT NUMBER: 1522
ISSUE DATE: March 4, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-1

MORI'S ENGINEERING, INC.
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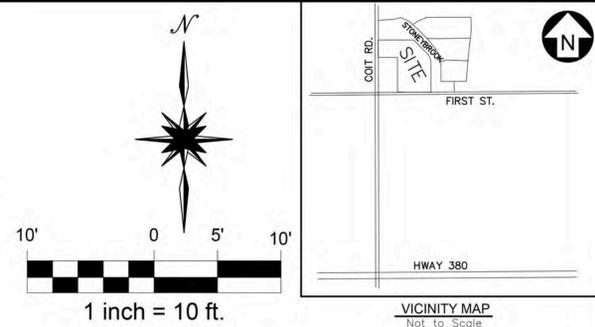
SEALS / CONSULTANTS: F-7701

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PROJECT NUMBER:
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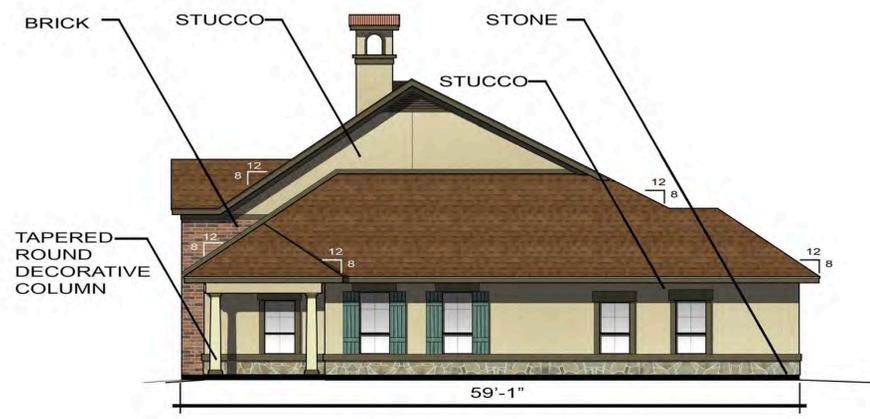
SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-2



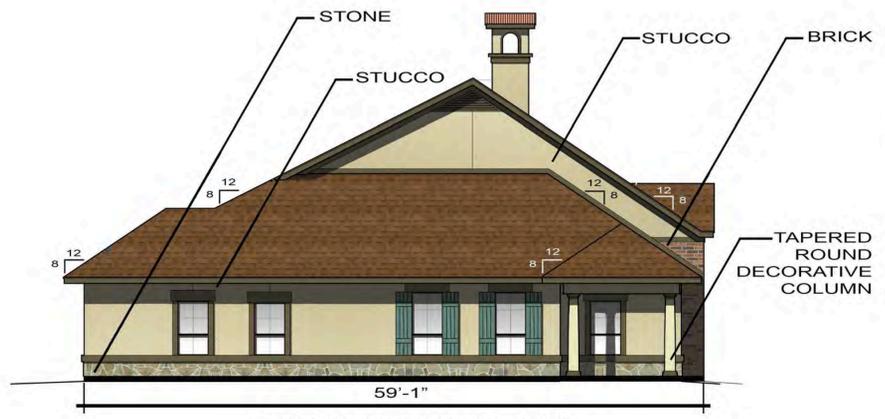
Total Elev. Area	990 S.F.	100%
Glazing (Windows & Doors)	-512 S.F.	51%
Net Surface Area	478 S.F.	49%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	176 S.F.	37%
Stucco	302 S.F.	63%

1 NORTH ELEVATION - FOURPLEX
SCALE 1/8" = 1'-0"



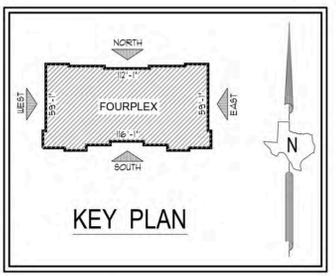
2 FOURPLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	697 S.F.	100%
Glazing (Windows & Doors)	-88 S.F.	13%
Net Surface Area	609 S.F.	87%
Facade Material	Area	Percent of Net
Brick	44 S.F.	7%
Stone	81 S.F.	13%
Stucco	484 S.F.	80%

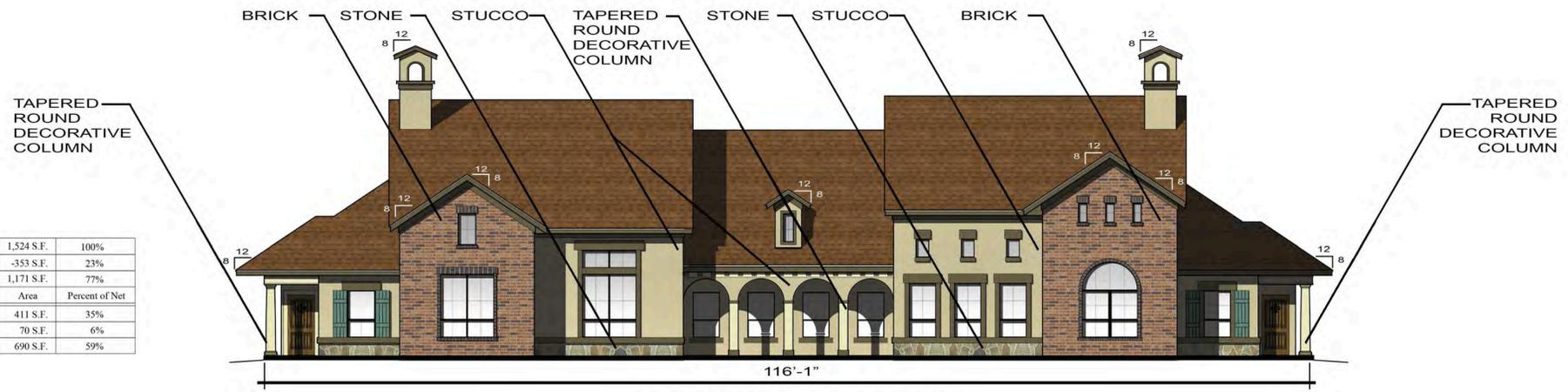


3 FOURPLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	697 S.F.	100%
Glazing (Windows & Doors)	-88 S.F.	13%
Net Surface Area	609 S.F.	87%
Facade Material	Area	Percent of Net
Brick	44 S.F.	7%
Stone	81 S.F.	13%
Stucco	484 S.F.	80%



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Total Elev. Area	1,524 S.F.	100%
Glazing (Windows & Doors)	-353 S.F.	23%
Net Surface Area	1,171 S.F.	77%
Facade Material	Area	Percent of Net
Brick	411 S.F.	35%
Stone	70 S.F.	6%
Stucco	690 S.F.	59%

4 FOURPLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

PREVIOUSLY PROPOSED

Z16-0004

EXHIBIT "F"
OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: ovm@oaktimbers.net
DATE: MARCH 2016 SCALE: 1"=60'

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PROSPER, TEXAS

DEVELOPER
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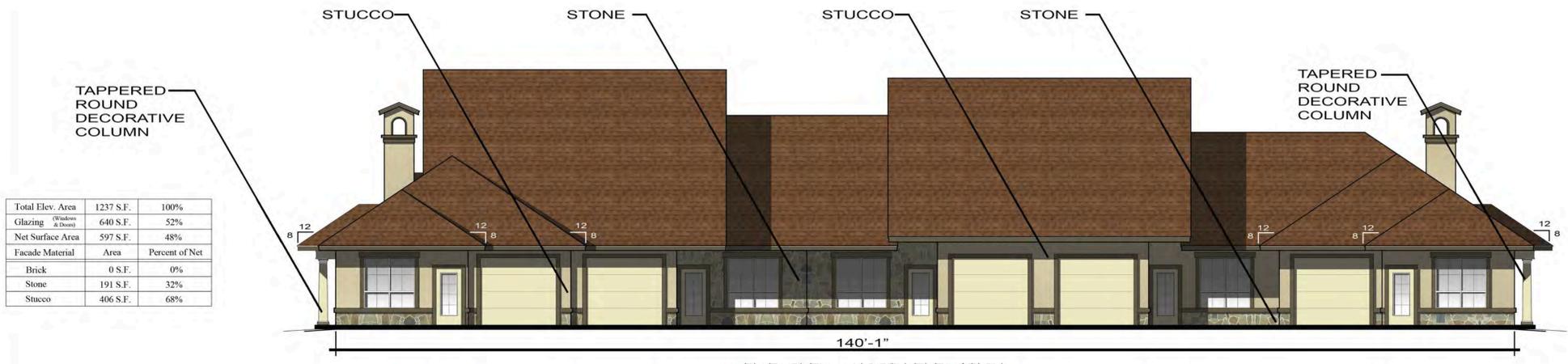
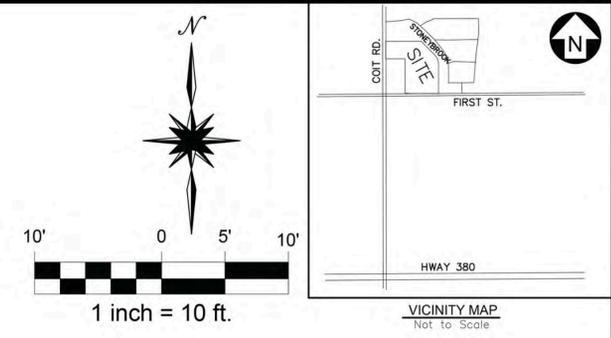
SEALS / CONSULTANTS: F-7701

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DRAWING IS AUTHORIZED BY
MORI AKHAVAN, P.E. NO.
79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
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REVISIONS:

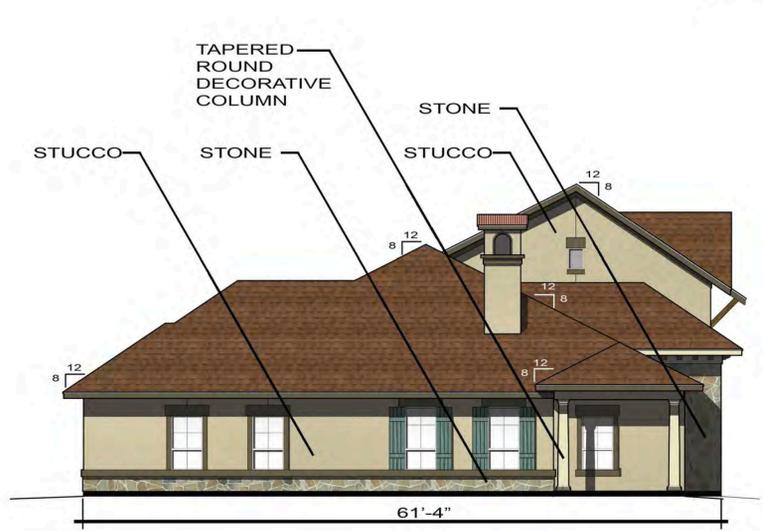
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EXHIBIT "F"

SHEET NUMBER:
F-3



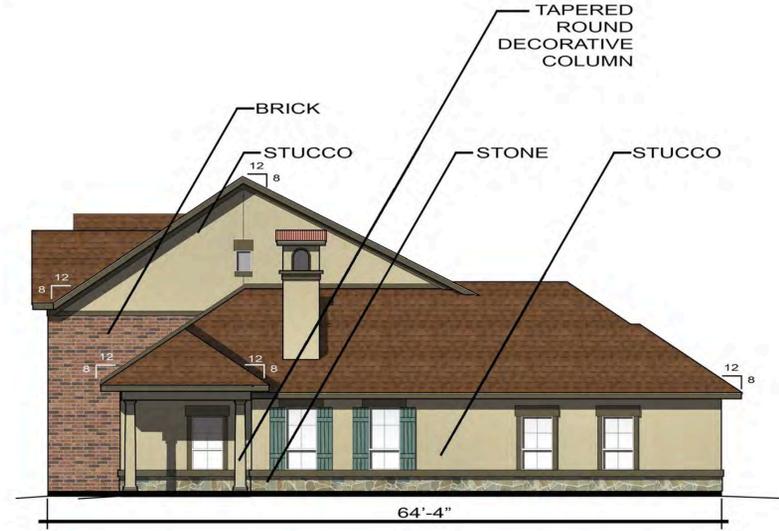
Total Elev. Area	1237 S.F.	100%
Glazing (Windows & Doors)	640 S.F.	52%
Net Surface Area	597 S.F.	48%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	191 S.F.	32%
Stucco	406 S.F.	68%

1 FIVE-PLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"



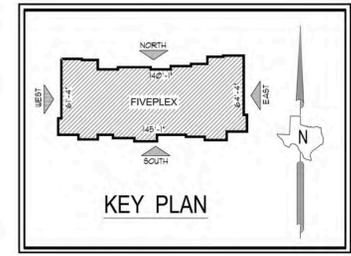
2 FIVE-PLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	725 S.F.	100%
Glazing (Windows & Doors)	-84 S.F.	12%
Net Surface Area	641 S.F.	88%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	128 S.F.	20%
Stucco	513 S.F.	80%



3 FIVE-PLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	909 S.F.	100%
Glazing (Windows & Doors)	-78 S.F.	9%
Net Surface Area	831 S.F.	91%
Facade Material	Area	Percent of Net
Brick	135 S.F.	16%
Stone	90 S.F.	11%
Stucco	606 S.F.	73%



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Total Elev. Area	2,049 S.F.	100%
Glazing (Windows & Doors)	-493 S.F.	24%
Net Surface Area	1,556 S.F.	76%
Facade Material	Area	Percent of Net
Brick	647 S.F.	42%
Stone	126 S.F.	8%
Stucco	783 S.F.	50%

4 FIVE-PLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

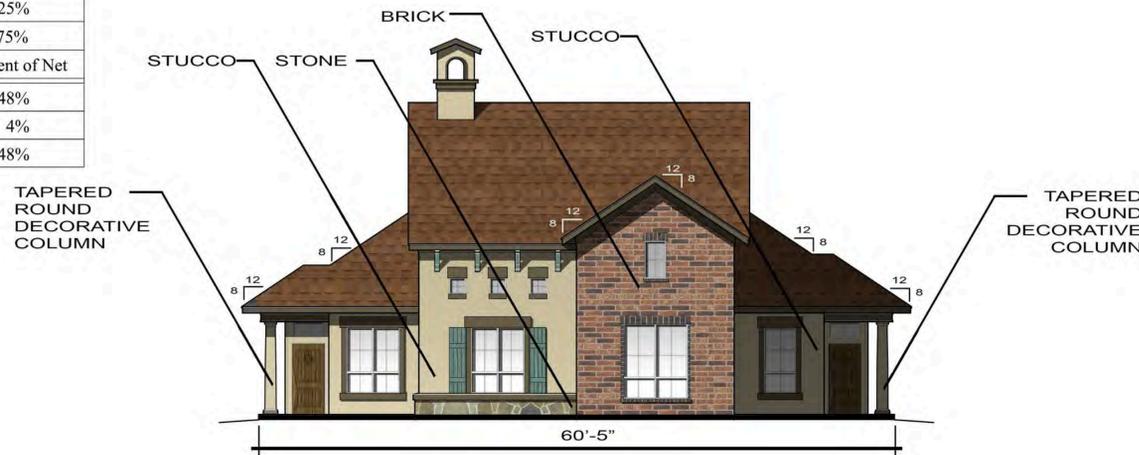
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Z16-0004
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OAK TIMBERS PROSPER SENIOR COMMUNITY
KIDS R KIDS OF PROSPER ADDITION
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TOWN OF PROSPER, COLLIN COUNTY, TEXAS

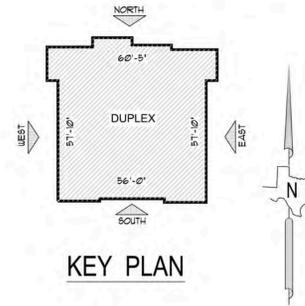
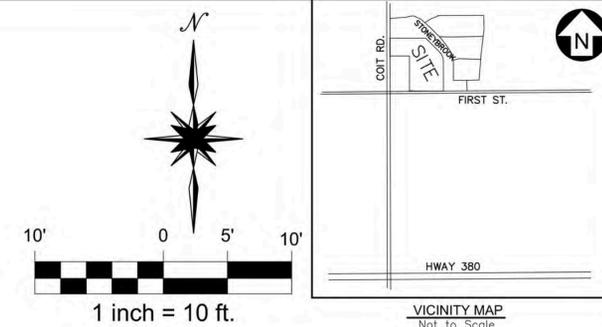
OWNER:
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DATE: MARCH 2016

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CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com
SCALE: 1"=60'

Total Elev. Area	757 S.F.	100%
Glazing (Windows & Doors)	-187 S.F.	25%
Net Surface Area	570 S.F.	75%
Facade Material	Area	Percent of Net
Brick	275 S.F.	48%
Stone	20 S.F.	4%
Stucco	275 S.F.	48%



1 DUPLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"

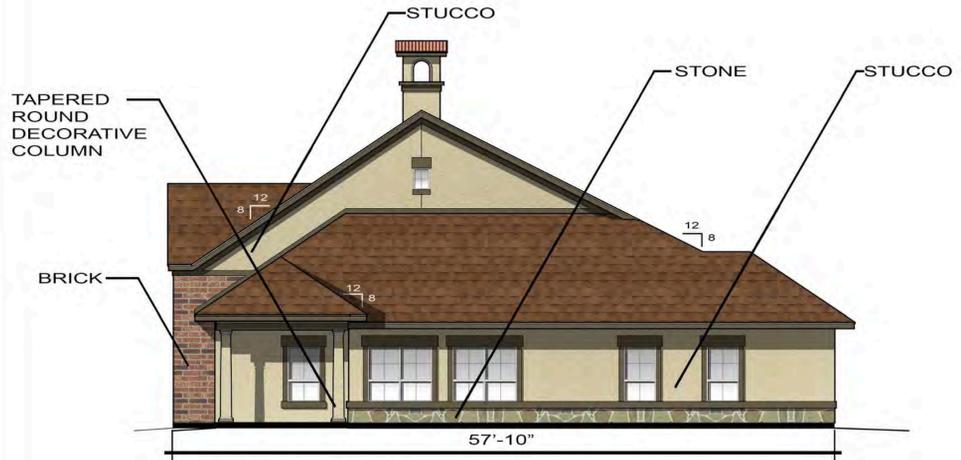


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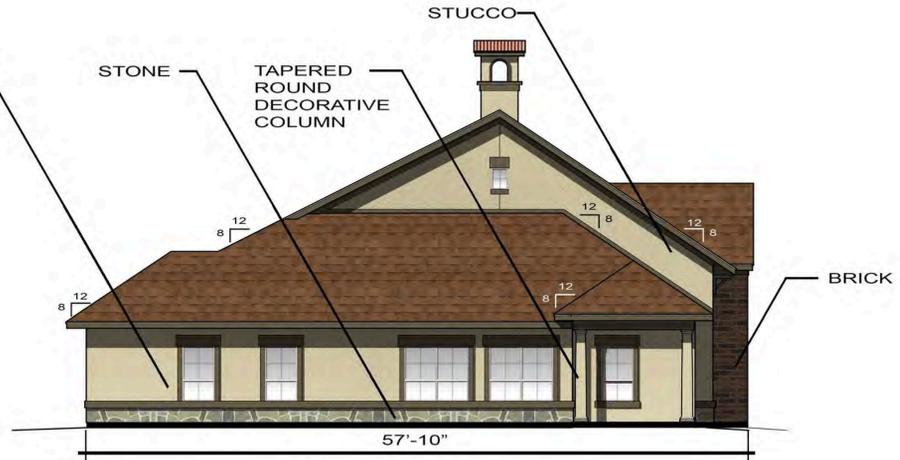
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2 DUPLEX - WEST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	742 S.F.	100%
Glazing (Windows & Doors)	-109 S.F.	15%
Net Surface Area	633 S.F.	85%
Facade Material	Area	Percent of Net
Brick	54 S.F.	9%
Stone	66 S.F.	10%
Stucco	513 S.F.	81%



3 DUPLEX - EAST ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	742 S.F.	100%
Glazing (Windows & Doors)	-109 S.F.	15%
Net Surface Area	633 S.F.	85%
Facade Material	Area	Percent of Net
Brick	54 S.F.	9%
Stone	66 S.F.	10%
Stucco	513 S.F.	81%



4 DUPLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	485 S.F.	100%
Glazing (Windows & Doors)	-112 S.F.	23%
Net Surface Area	373 S.F.	77%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	40 S.F.	11%
Stucco	333 S.F.	89%

PREVIOUSLY PROPOSED

Z16-0004

EXHIBIT "F"

OAK TIMBERS PROSPER SENIOR COMMUNITY

KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2

WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
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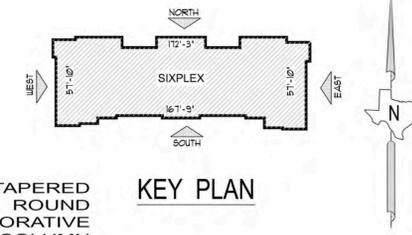
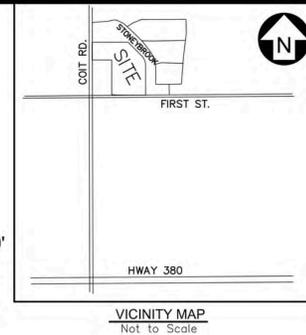
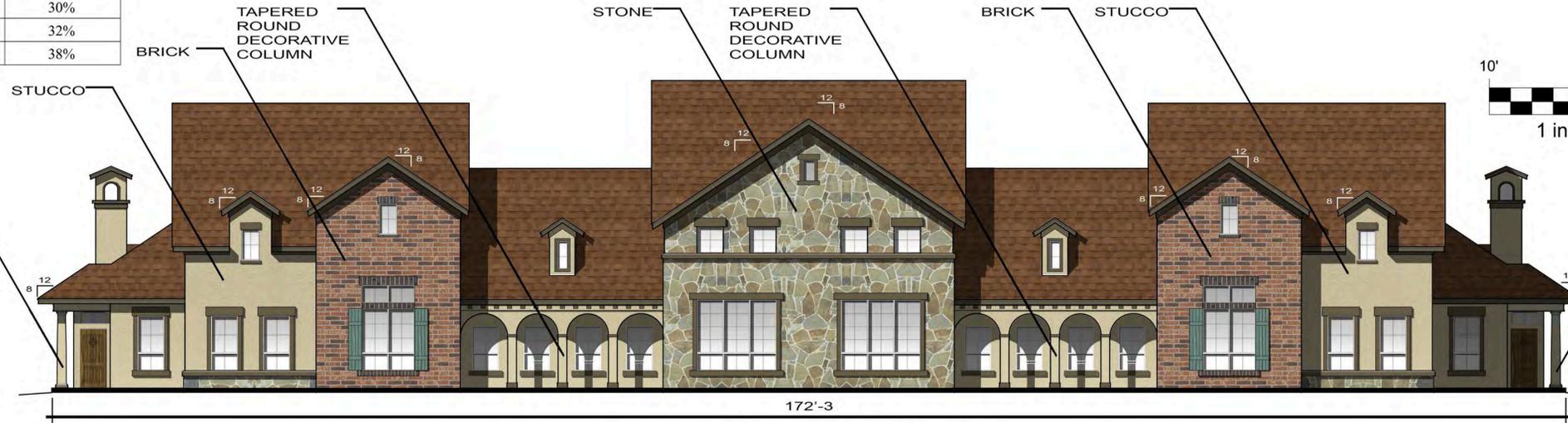
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MORI AKHAVAN, P.E. NO.
79174 ON MAR. 4, 2016

PROJECT NUMBER:
1522
ISSUE DATE:
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REVISIONS:

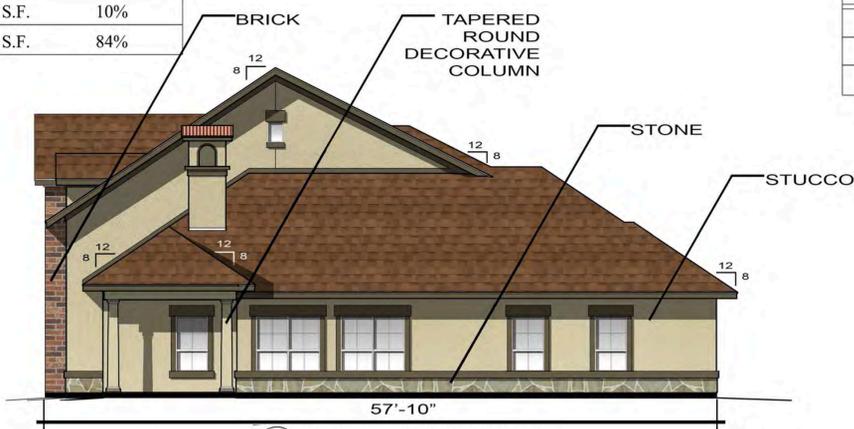
SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-4

Total Elev. Area	2678 S.F.	100%
Glazing (Windows & Doors)	-596 S.F.	22%
Net Surface Area	2082 S.F.	78%
Facade Material	Area	Percent of Net
Brick	638 S.F.	30%
Stone	643 S.F.	32%
Stucco	801 S.F.	38%

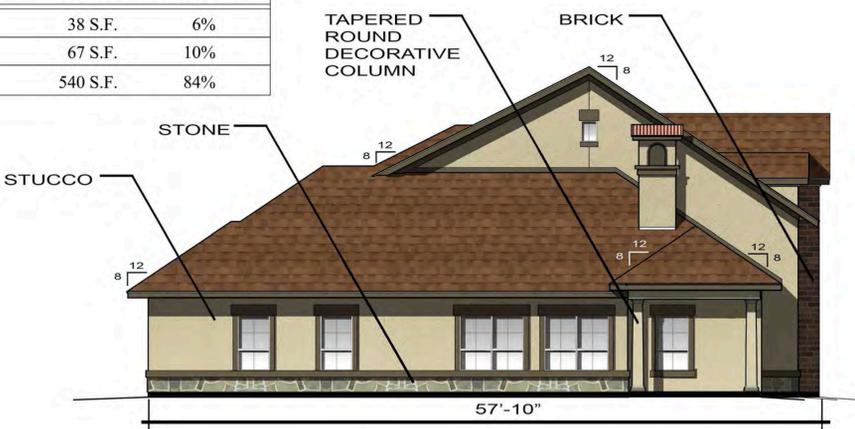


Total Elev. Area	757 S.F.	100%
Glazing (Windows & Doors)	-112 S.F.	15%
Net Surface Area	645 S.F.	85%
Facade Material	Area	Percent of Net
Brick	38 S.F.	6%
Stone	67 S.F.	10%
Stucco	540 S.F.	84%



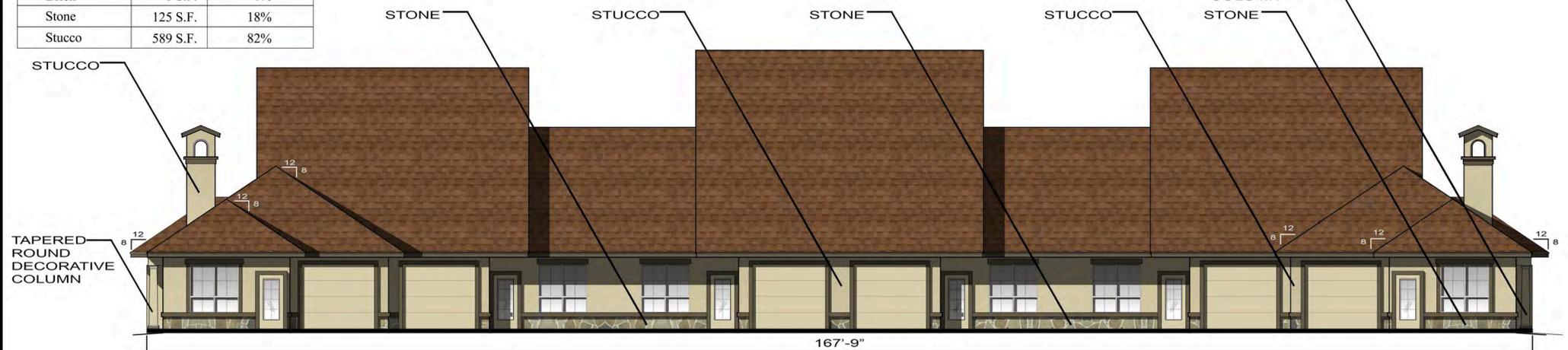
1 6-FLEX - NORTH ELEVATION
SCALE 1/8" = 1'-0"

Total Elev. Area	757 S.F.	100%
Glazing (Windows & Doors)	-112 S.F.	15%
Net Surface Area	645 S.F.	85%
Facade Material	Area	Percent of Net
Brick	38 S.F.	6%
Stone	67 S.F.	10%
Stucco	540 S.F.	84%



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Total Elev. Area	1,482 S.F.	100%
Glazing (Windows & Doors)	-768 S.F.	52%
Net Surface Area	714 S.F.	48%
Facade Material	Area	Percent of Net
Brick	0 S.F.	0%
Stone	125 S.F.	18%
Stucco	589 S.F.	82%



4 6-FLEX - SOUTH ELEVATION
SCALE 1/8" = 1'-0"

PREVIOUSLY PROPOSED

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DATE: MARCH 2016 SCALE: 1"=60'

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SEALS / CONSULTANTS: F-7701

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PROJECT NUMBER:
1522
ISSUE DATE:
March 4, 2016
REVISIONS:

SHEET NAME:
EXHIBIT "F"

SHEET NUMBER:
F-5

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mg
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1755 N. Collins Blvd., #300
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P: (972) 690-7474
F: (972) 690-7878

OAK TIMBERS PROSPER SENIOR COMMUNITY
PROSPER, TEXAS

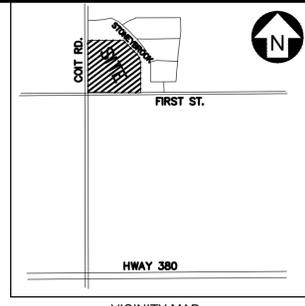
DEVELOPER
Oak Timbers- Prosper, LLC
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VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS:

PROJECT NUMBER: 2016-0004
ISSUE DATE: March 4, 2016
REVISIONS: March 23, 2016
April 08, 2016

SHEET NAME: EXHIBIT "G"

SHEET NUMBER: G-1



LEGEND

- STREET FRONTAGE TREE
4" CAL. MIN.
- INTERIOR PARKING TREE
3" CAL. MIN.
- OPEN SPACE TREE
3" CAL. MIN.
- BUFFER TREE (LIVE OAK)
4" CAL. SHADE TREE
- DETENTION POND TREE
3" CAL. SHADE TREE
- EVERGREEN SHRUB
(NELLIE R. STEVENS HOLLY)
45 GALLON, 8' HT. MIN

LANDSCAPE REQUIREMENTS

PERIMETER REQUIREMENTS:
STREET FRONTS:
REQUIRED: A 25' WIDE LANDSCAPE AREA WITH (1) 3" CAL. TREE PLANTED ON 30' CENTERS.
-FIRST STREET: 698.67 L.F. / 30 = 23.3 TREES
-COIT ROAD: 660 L.F. / 30 = 22 TREES
PROVIDED: A 25' WIDE LANDSCAPED AREA WITH
-FIRST STREET: (23) 3" CAL. TREES
-COIT ROAD: (23) 3" CAL. TREES

SINGLE FAMILY BUFFERS:
REQUIRED: A 15' WIDE LANDSCAPE AREA WITH (1) 4" CAL. TREE PLANTED ON 30' CENTERS, AND A CONTINUOUS ROW OF 6' HT. EVERGREEN SHRUBS
-EAST PL: 861 L.F. / 30 = 28.7 TREES
PROVIDED: A 15' WIDE LANDSCAPED AREA WITH
-EAST PL: (29) 3" CAL. TREES AND A CONTINUOUS ROW OF 6' HT. EVERGREEN SHRUBS

INTERIOR PARKING REQUIREMENTS:
REQUIRED: (1) 3" CAL. TREE PER EVERY 10 PARKING SPACES
71 PARKING SPACES / 10 = 7.1 TREES
PROVIDED: (74) TREES
REQUIRED: AT LEAST (1) 3" CAL. TREE WITHIN 50' OF EVERY PARKING SPACE
PROVIDED: (1) 3" CAL. TREE WITHIN 50' OF EVERY PARKING SPACE

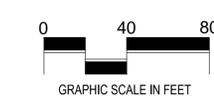
RESIDENTIAL OPEN SPACE:
REQUIRED: 30% OF THE AREA BEING DEVELOPED
551,637 S.F. X 30% = 165,491 S.F.
PROVIDED: 100,158 S.F. (18%)
REQUIRED: (1) 3" CAL. TREE FOR EVERY 1,000 S.F. OF REQUIRED OPEN SPACE
100,158 S.F. / 1,000 = 100 TREES
PROVIDED: (126) 3" CAL. TREES

2016-0004
EXHIBIT "G"
OAK TIMBERS PROSPER SENIOR COMMUNITY
KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER: Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: avm@oaktimbers.net
DATE: MARCH 2016

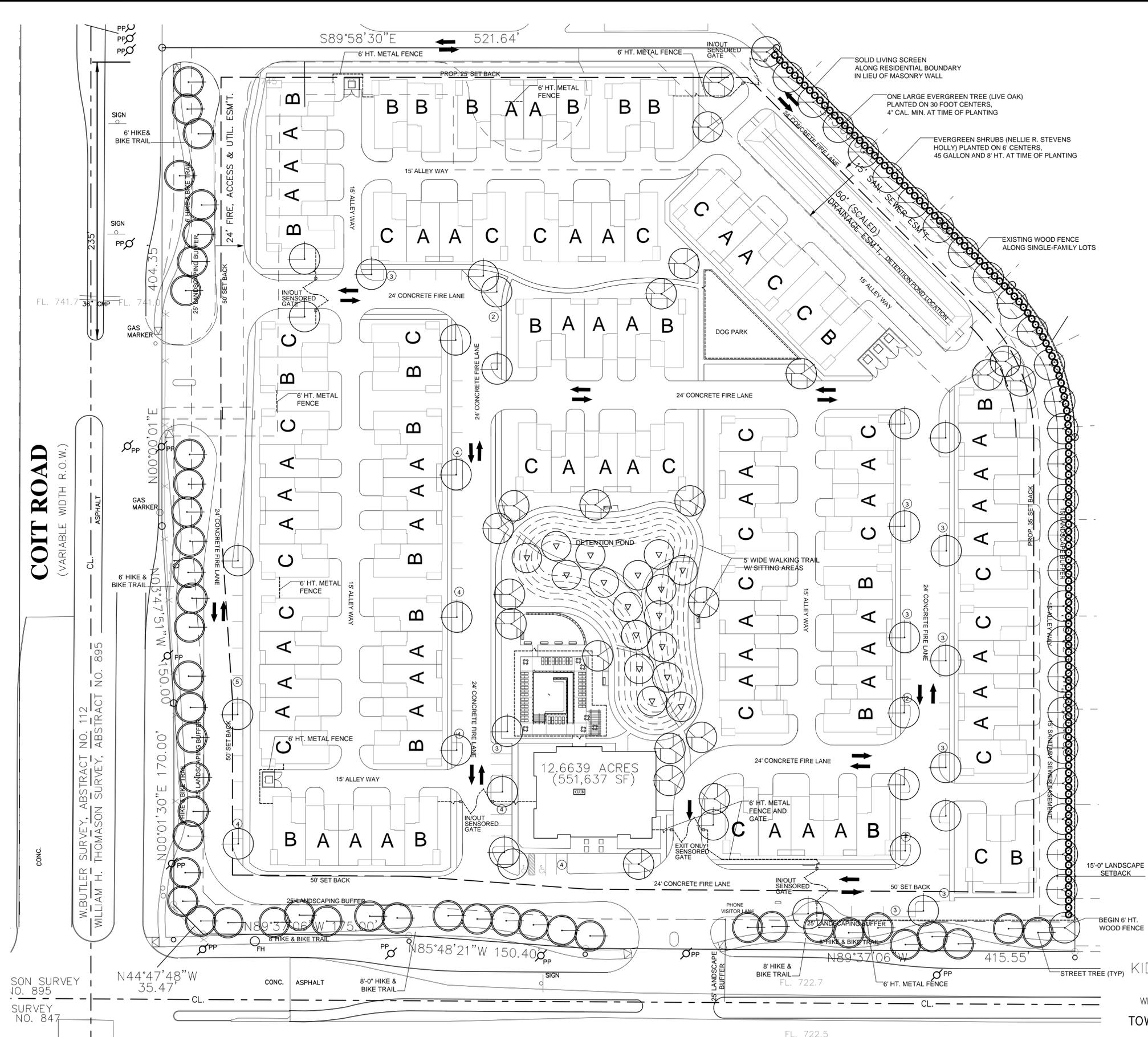
PREPARED BY: **MORI'S ENGINEERING, INC.** F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT: MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com
SCALE: 1"=40'

LANDSCAPE ARCHITECT
MEEKS DESIGN GROUP
1755 N. COLLINS BLVD.,
SUITE 300
RICHARDSON, TEXAS 75080
(972) 690-7474
BRANDON BOOHER



1 LANDSCAPE SITE PLAN
SCALE: 1"=40'-0"

PREVIOUSLY PROPOSED



COIT ROAD
(VARIABLE WIDTH R.O.W.)

W. BUTLER SURVEY, ABSTRACT NO. 112
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895

SON SURVEY
NO. 895
SURVEY
NO. 847

N44°47'48"W
35.47'

N89°3'06"W 175.00'

N85°48'21"W 150.40'

FL. 722.5

N89°37'06"W
415.55'

S89°58'30"E
521.64'

N00°00'01"E
170.00'

N00°01'30"E
170.00'

N44°47'48"W
35.47'

N89°3'06"W 175.00'

N85°48'21"W 150.40'

FL. 722.5

N89°37'06"W
415.55'

MORI'S
ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pickwick Lane
Plano, Texas 75093
TEL: 972-816-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

CONSULTANTS:
mgg
landscape
architects
Meeks Design Group, Inc.
1755 N. Collins Blvd., #300
Richardson, TX 75080
P: (972) 690-7474
F: (972) 690-7878

**OAK TIMBERS PROSPER
SENIOR COMMUNITY**
PROSPER, TEXAS

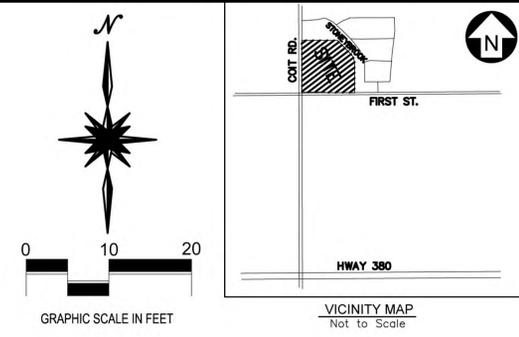
DEVELOPER
Oak Timbers- Prosper, LLC
Prosper, Texas
VAUGHAN MITCHELL
(817) 996-9083

SEALS / CONSULTANTS:

PROJECT NUMBER:
1622
ISSUE DATE:
March 4, 2016
REVISIONS:
March 23, 2016
April 08, 2016

SHEET NAME:
EXHIBIT "G"

SHEET NUMBER:
G-2



① AMENITIZED DETENTION POND SCALE: 1"= 10' - 0"

6' BENCH

5' WALKING PATH

5:1 SLOPE

LARGE TREES

RUNNEL

PREVIOUSLY PROPOSED

Z016-0004
EXHIBIT "G"
**OAK TIMBERS PROSPER
SENIOR COMMUNITY**
KIDS R KIDS OF PROSPER ADDITION
BLOCK A, LOT 2
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
Oak Timbers- Prosper, LLC
Prosper, Texas
CONTACT: VAUGHAN MITCHELL
(817) 996-9083
E-mail: avm@oaktimbers.net
DATE: MARCH 2016

PREPARED BY:
MORI'S
ENGINEERING, INC. F-7701
2616 Pickwick Lane Plano, Texas 75093
CONTACT:
MORI AKHAVAN 972-816-2626
moriakhavan@yahoo.com
SCALE: 1"=40'


MORI'S ENGINEERING, INC.
 Engineering • Surveying • Subsurface Utility
 2616 Pickwick Lane
 Plano, Texas 75093
 Ph. 972-816-2626
moriakhavan@yahoo.com

March 28, 2016

Mr. Alex Glushko, AICP
 Senior Planner
 Town of Prosper
 409 E. First Street
 Prosper, Texas 75078

RE:
 Oak Timbers-Prosper
 Northeast corner of Coit Rd. and First Street
 Parking Analysis

Dear Mr. Glushko:

We are providing an analysis of the vehicle parking for the proposed site per your request. This analysis is based on the data from three other similar sites that are operated by Oak Timbers LLC. The following data are from site current condition and interviewing the current operational managers at the sites:

Oak Timbers-Grand Prairie:

- Total Units	80
- Total Parking Provided	160
- Units with no vehicle	18
- Units with married couples	2
- Units with 2 vehicles	2
- Average spaces available at peak use and events	35
- Company Van for residents transportation	Yes

Oak Timbers-White Settlement I:

- Total Units	104
- Total Parking Provided	170
- Units with no vehicle	10
- Units with married couples	7
- Units with 2 vehicles	3
- Average spaces available at peak use and events	30
- Company Van for residents transportation	Yes

Oak Timbers-White Settlement II:

- Total Units	100
- Total Parking Provided	213
- Units with no vehicle	15
- Units with married couples	6
- Units with 2 vehicles	2
- Average spaces available at peak use and events	50
- Company Van for residents transportation	Yes

It should be pointed out that about 95% of the residents are single people and about 15% do not have vehicles and do not drive any more.

The above statistics show that there are significant number of empty parking spaces, even at the peak use and during events.

We are providing 103 parking garages and 60 site parking spaces for the 103 units at the proposed Oak Timbers-Prosper site, and strongly believe that the total 163 parking are more than adequate for the site.

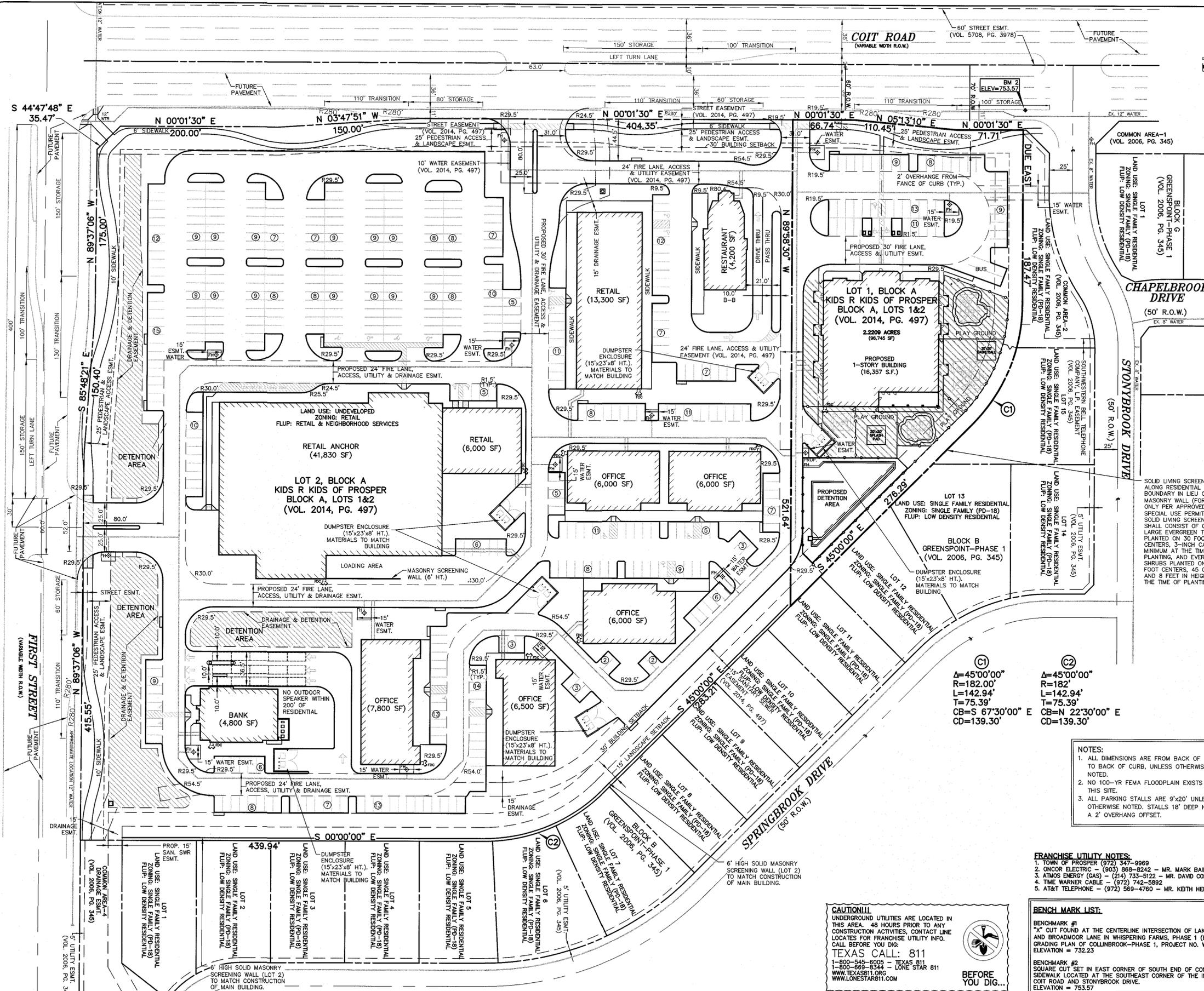
We hope that this information has provided a justification for the number of parking provided for the subject site and satisfies the Town.

Please contact with any question and concerns.

Sincerely,

Mori Akhavan, P.E., SIT

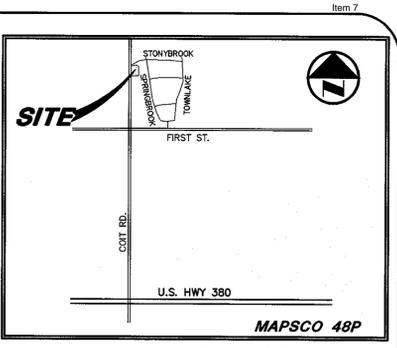
W93AHAM 03/20/2015 5:10PM N:\JOBS\1500-1569\1575-14-073-MRK-CIVILS-PROSPER\DWG\1575-14-073-PRM-PRELIMINARY SITE PLAN.DWG © POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. 2015. ALL RIGHTS RESERVED. THE ENGINEERING DESIGN, DETAIL AND ENGINEERING DRAWINGS FOR THIS PROJECT AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY POGUE ENGINEERING & DEVELOPMENT COMPANY, INC.



LEGEND

GRAPHIC SCALE IN FEET
SCALE: 1" = 50'

BOLLARD
ELECTRIC METER
POWER POLE
LIGHT STANDARD
WATER METER
WATER VALVE
IRRIGATION CONTROL VALVE
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
CLEAN OUT
MANHOLE
GAS METER
TRAFFIC SIGNAL CONTROL
TRAFFIC SIGNAL POLE
TRAFFIC SIGN
TELEPHONE BOX
TV BOX
FLAG POLE
LANDSCAPE AREA
PROPERTY LINE
O.H. POWER LINES
U/G TELEPHONE LINES
U/G WATER LINE
U/G GAS LINE
FENCE
FACE TO FACE OF CURB
CONTROLLING MONUMENT
5/8-INCH IRON ROD WITH "POGUE ENG & DEV" CAP SET
FIRE LANE
PLAYGROUND



SITE DATA SUMMARY TABLE

ITEM	LOT 1	LOT 2
ZONING	RETAIL/ SUP	RETAIL
PROPOSED USE	DAY CARE	RETAIL, BANK, OFFICE, RESTAURANT & BANK
LOT AREA (SF/ACRES) (GROSS)	98,012/2.2500	555,779/12.7589
LOT AREA (SF/ACRES) (NET)	96,745/2.2210	551,633/12.6638
PROPERTY LINE	96.745	104,030
OPEN SPACE AREA REQUIRED (LOT SF * 7%)	6,772	7,280
OPEN SPACE AREA PROVIDED	7,465	9
BUILDING (SF)	10,357	42 SPACES (4,200/100)
BUILDING HT (FT/STORIES)	28/1	93 SPACES (32,300/350)
LOT COVERAGE (%)	16.7%	14 SPACES (4,800/350)
FLOOR AREA RATIO	0.17:1	394 SPACES
* PARKING PROVIDED	48	562
(1/10 STUDENTS + 1/TEACHER)	50	17
PARKING PROVIDED	3	398,838 SF
HANDICAPPED PARKING REQUIRED	3	
HANDICAPPED PARKING PROVIDED	3	
IMPERVIOUS AREA (SF)	51,898 SF	
*PLAY AREA REQ'D. (65 SF/STUDENT)	17,810 SF	
PLAY AREA PROVIDED	17,859 SF	

* BASED ON 274 STUDENTS & 20 TEACHERS

SITE DATA SUMMARY TABLE

ITEM	LOT 1	LOT 2
ZONING	RETAIL	RETAIL
PROPOSED USE	DAY CARE	RETAIL, BANK, OFFICE, RESTAURANT & BANK
LOT AREA (SF/ACRES) (GROSS)	98,012/2.2500	555,779/12.7589
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BUILDING (SF)	10,357	42 SPACES (4,200/100)
BUILDING HT (FT/STORIES)	28/1	93 SPACES (32,300/350)
LOT COVERAGE (%)	16.7%	14 SPACES (4,800/350)
FLOOR AREA RATIO	0.17:1	394 SPACES
LOT AREA (SF)	551,637	562
OPEN SPACE AREA REQUIRED (LOT SF * 7%)	38,614	17
OPEN SPACE AREA PROVIDED	66,669	398,838 SF
RETAIL PARKING REQUIRED (1 PER 250 SF)	245 SPACES (61,300/250)	
RESTAURANT PARKING REQUIRED (1 PER 100 SF)	42 SPACES (4,200/100)	
OFFICE PARKING REQUIRED (1 PER 350 SF)	93 SPACES (32,300/350)	
BANK PARKING REQUIRED (1 PER 350 SF)	14 SPACES (4,800/350)	
TOTAL PARKING PROVIDED	394 SPACES	
PARKING PROVIDED	562	
HANDICAPPED PARKING REQUIRED	17	
HANDICAPPED PARKING PROVIDED	17	
IMPERVIOUS AREA (SF)	398,838 SF	

- PROSPER SITE PLAN NOTES**
- Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
 - Landscaping shall conform to landscape plans approved by the town.
 - All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
 - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
 - Two points of access shall be maintained for the property at all times.
 - Speed bumps/humps are not permitted within a fire lane.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
 - All signage is subject to Building Official approval.
 - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
 - All exterior building materials are subject to Building Official approval and shall conform to the approved FOGAGE plan.
 - Sidewalks of not less than six (6) feet in width along thoroughfares and five (5) feet in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
 - Approval of the site plan in not final until all engineering plans are approved by the Town Engineer.
 - Site plan approval is required prior to grading release.
 - All new electrical lines shall be installed and/or relocated underground.
 - All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
 - No 100-year flood plain exists on the site.
 - All DETENTION PONDS SHALL BE AMENITIZED.

NOTES:

- ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.
- NO 100-YR FEMA FLOODPLAIN EXISTS ON THIS SITE.
- ALL PARKING STALLS ARE 9'x20' UNLESS OTHERWISE NOTED. STALLS 18' DEEP HAVE A 2' OVERHANG OFFSET.

FRANCHISE UTILITY NOTES:

- TOWN OF PROSPER (972) 347-9969
- ONCOR ELECTRIC - (905) 868-8242 - MR. MARK BAILEY
- ATMOS ENERGY (940) 733-5122 - MR. DAVID COCKER
- TIME WARNER CABLE - (972) 742-5892
- AT&T TELEPHONE - (972) 569-4760 - MR. KEITH HELM

BENCH MARK LIST:

BENCHMARK #1
"X" CUT FOUND AT THE CENTERLINE INTERSECTION OF LAKEVIEW COURT AND BROADMOOR LANE IN WHISPERING FARMS, PHASE 1 (BM 2 PER GRADING PLAN OF COLLINBROOK-PHASE 1, PROJECT NO. WL 002), ELEVATION = 732.23

BENCHMARK #2
SQUARE CUT SET IN EAST CORNER OF SOUTH END OF CONCRETE SIDEWALK LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF COIT ROAD AND STONYBROOK DRIVE. ELEVATION = 753.57

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.

TEXAS CALL: 811
1-800-545-6005 - TEXAS 811
1-800-868-8344 - LONE STAR 811
WWW.TEXAS11.ORG
WWW.LONESTAR811.COM

BEFORE YOU DIG...

NO.	DATE	REVISION / DESCRIPTION
DESIGN	DRAWN	DATE
AWS	MLM	03-03-2015
		PI NUMBER
		1575-14-073

OWNER/APPLICANT
NASHAR GROUP, LLC
6644 JAMESTOWN RD.
FRISCO, TX 75035

PROJECT INFORMATION
KIDS R KIDS
BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION
TOWN OF PROSPER, TEXAS
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
PROPOSED USE: DAY CARE
ZONING: RETAIL/COMMERCIAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLYN W. SAMUELSON, PE 98871 ON 02-02-2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRELIMINARY FOR INTERIM REVIEW ONLY
NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

Engineer: ARLYN W. SAMUELSON, PE
P.E. No.: 98871
Date: 02-02-2015

POGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.

1512 GRAY CENTRAL DRIVE SUITE 100
MCKINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. # 000481; TX BOARD PROF. LAND SURVEYING, CERT. 100421-00

(214) 544-8880 PHONE
(214) 544-8882 FAX
www.PogueEngineering.com

PRELIMINARY SITE PLAN
KIDS R KIDS
BLOCK A, LOT 1, KIDS R KIDS OF PROSPER ADDITION
WILLIAM H. THOMASON SURVEY, ABSTRACT NO. 895
TOWN OF PROSPER, TEXAS

SHEET NO. P5P

DWG NO: 1575-14-073-PRM-PRELIMINARY SITE PLAN.DWG



RECEIVED

MAR 31 2016

TOWN OF PROSPER
DEVELOPMENT SERVICES

DEVELOPMENT SERVICES

DEPARTMENT

P.O. Box 307

Prosper, TX 75078

Phone: 972-346-3502

Fax: 972-347-2842

REPLY FORM

SUBJECT:

Zoning Case Z16-0004: The Town of Prosper has received a request to rezone 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), to allow for an age-restricted, private gated, senior living development.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The purpose of the application is to allow the development of an age-restricted, private gated, senior living development. There is a companion Comprehensive Plan Amendment request (CA16-0002) to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

- I OPPOSE the request as described in the notice of public hearing. 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): _____

Malak Agha
Name (please print)

130 N. Coit Rd.
Address

Prosper, TX
City, State, and Zip Code

214-532-1072
Phone Number (Optional)

Malak Agha
Signature

3-27-16
Date

malakagha@ymail.com
E-mail Address



**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502
Fax: 972-347-2842

REPLY FORM

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- I **OPPOSE** the request as described in the notice of public hearing. 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): _____

I SUPPORT THE SENIOR LIVING DEVELOPMENT.

JAMES GOWER
Name (please print)

James Gower
Signature

2560 CEDAR BROOK LN
Address

3-31-16
Date

PROSPER, TX 75078
City, State, and Zip Code

mymoney@att.net
E-mail Address

Phone Number (Optional)



**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Comprehensive Plan Amendment CA16-0002: The Town of Prosper has received a request to amend the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of First Street and Coit Road.

DESCRIPTION OF THE REQUEST:

The Future Land Use Plan is used as a guide to assist with the zoning and development of the Town. The purpose of the request is to amend a section of Future Land Use Plan from Retail & Neighborhood Services to High Density Residential. There is a companion zoning change request (Z16-0004) to rezone 12.7± acres from Retail (R) to Planned Development-Multifamily, to allow for an age-restricted, private gated, senior living development.

I **OPPOSE** the request as described in the notice of public hearing. 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): _____

SHELLY GOWER
Name (please print)

2560 CEDARBROOK
Address

PROSPER, TX 75078
City, State, and Zip Code

Phone Number (Optional)

Shelly Gower
Signature

4-1-16
Date

shelly.gower@tenethealth.com
E-mail Address

Three Coat Stucco System



Stucco Manufacturers Association

Course Sponsor
Stucco Manufacturers Association
Mark Fowler, Executive Director
Office: (213) 379-5890
Cell: (714) 473-7301
Mark@stuccomfgassoc.com
www.stuccomfgassoc.com

Course Number
sma09a



An AIA Continuing Education Program
Credit for this course is 1 AIA HSW CE Hour

An American Institute of Architects (AIA) Continuing Education ^{Item 7} Program

Approved Promotional Statement:

Ron Blank & Associates, Inc. is a registered provider with The American Institute of Architects Continuing Education System. Credit earned upon completion of this program will be reported to CES Records for AIA members. Certificates of Completion are available for all course participants upon completion of the course conclusion quiz with +80%.

Please view the following slide for more information on Certificates of Completion through RBA



This program is registered with the AIA/CES for continuing professional education. As such, it does not include content that may be deemed or construed to be an approval or endorsement by the AIA or Ron Blank & Associates, Inc. of any material of construction or any method or manner of handling, using, distributing, or dealing in any material or product.

An American Institute of Architects (AIA) Continuing Education Item 7 Program

- Course Format: This is a structured, web-based, self study course with a final exam.
- Course Credit: 1 AIA Health Safety & Welfare (HSW) CE Hour
- Completion Certificate: A confirmation is sent to you by email and you can print one upon successful completion of a course or from your RonBlank.com transcript. If you have any difficulties printing or receiving your Certificate please send requests to certificate@ronblank.com
- Design professionals, please remember to print or save your certificate of completion after successfully completing a course conclusion quiz. Email confirmations will be sent to the email address you have provided in your RonBlank.com account.



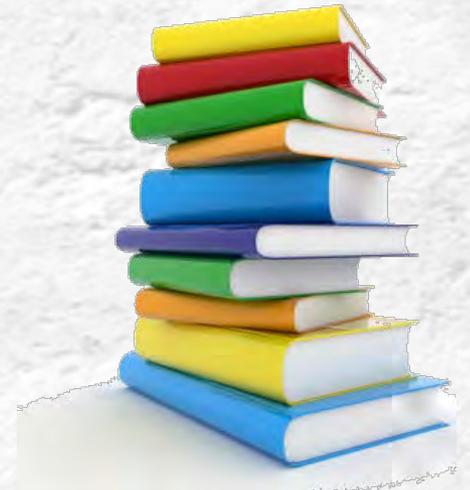
Course Description

This course will explain the benefits of three coat stucco systems, which include fire resistance, mold prevention, durability, low maintenance. The course will also explain in detail what codes are applicable for the different wall assemblies available to the use of three coat stucco systems.

Course Objectives

Upon completion of this course the design professional will be able to:

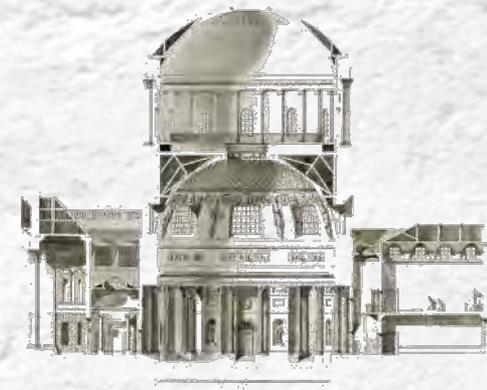
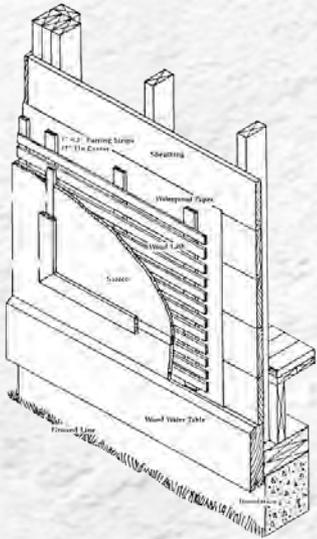
- Identify what the features & characteristics are in using Three-Coat Stucco Systems
- Illustrate the basics of Three-Coat Stucco system detailing
- Identify the different ways to color “Three-Coat Stucco” and also the various finishes available
- Describe the various Care & Maintenance methods and techniques for Three-Coat Stucco



Benefits of Three Coat Stucco

- Versatility of **design and aesthetics** appeal (natural beauty)
 - Infinite **textures and colors**
 - Provides **water tight** assembly
 - **Fire resistant**
 - The three coat stucco system is the **preferred system** currently recognized by all code bodies
 - **Tough, durable** and long lasting
 - Allows for many **architectural details**
 - **Long term value** – Building Life Cycle
-
- ❖ Some assemblies may not be appropriate for all climates
-
-

History of Stucco



Versatility of Design and Aesthetics Appeal

- Portland cement plaster **can be applied to most flat or curved surfaces**, inside or outside, in any structure or building lending itself to innovative and creative solutions.
- It simply looks great on **any type of architecture**.
- **The finish possibilities are infinite**, smooth to coarse, interesting variety; it is unique among the decorative finishing materials. It can be used to provide highlights, depth, and continuity.
- **Tough, long lasting, abuse and impact resistant**, its performance in a variety of climates, enduring wet/dry and freeze/thaw cycles and the extreme desert heat, has made stucco the global standard in cladding materials.



Some Examples of Textures



Light Lace



Medium Dash



16/20 Float Texture



Santa Barbara /Smooth

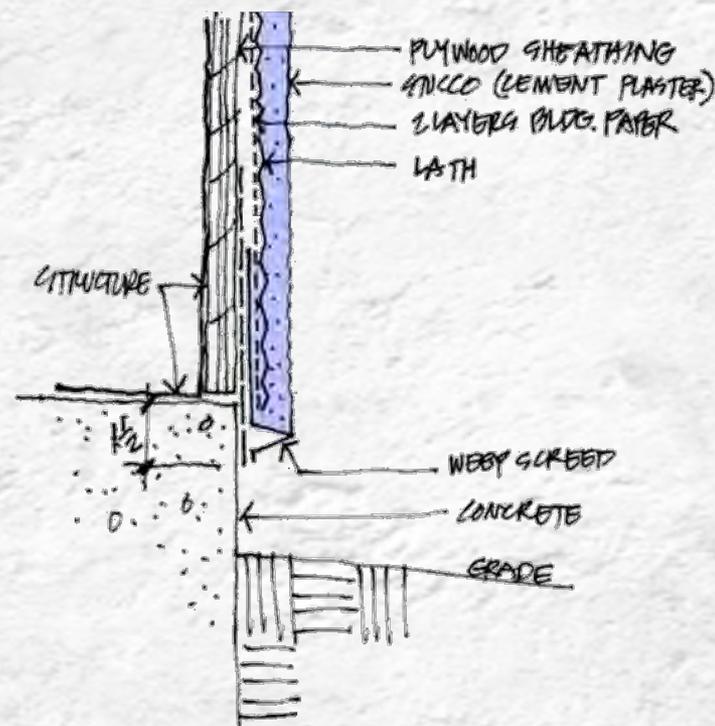
Natural and Locally Produced

- Stucco is made from plentiful natural raw materials, including **sand, limestone, clay, and iron oxide pigments.**
- Stucco has a **natural appearance and feel.**
- **Very low life cycle cost** because of durability and low applied cost.



Water Tight Assembly

- **The Moisture Barrier is a layer of water-resistant material** that completely covers the home's exterior. If water penetrates the exterior finish, it moves down the drainage plane and back to the exterior.
- **Flashing around wall openings is an essential part of water management on a wall.** It's a thin sheet or strip of water-resistant material that's installed to guide any water that gets behind the stucco downward and away from the building.
- **Weep screeds are installed at the bottom of all stucco walls.** They act as a stop for stucco and allow water to weep from behind the stucco.
- **Install Corner Aids and Stucco stops at corners, soffits, and all other locations required by code**



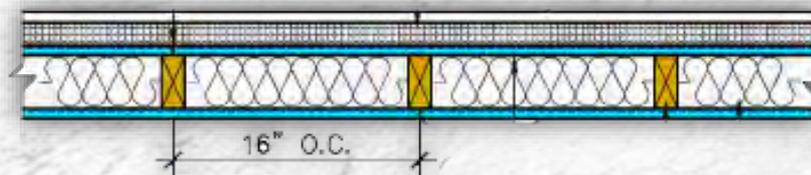
Section detail

Fire Resistance

By its nature, **cement-based stucco does not burn**. In fact, the furniture of a house will combust from the heat of a fire before the stucco is affected. By building with stucco, the **vulnerable contents and structure of a building are protected behind a 7/8" thick layer of cementitious stucco**. Anything the building designer can do to remove combustible materials from the exterior of the home will increase the home's ability to withstand a fire.



Brion Jeannette
Brion Jeannette Architecture



Fire Resistance

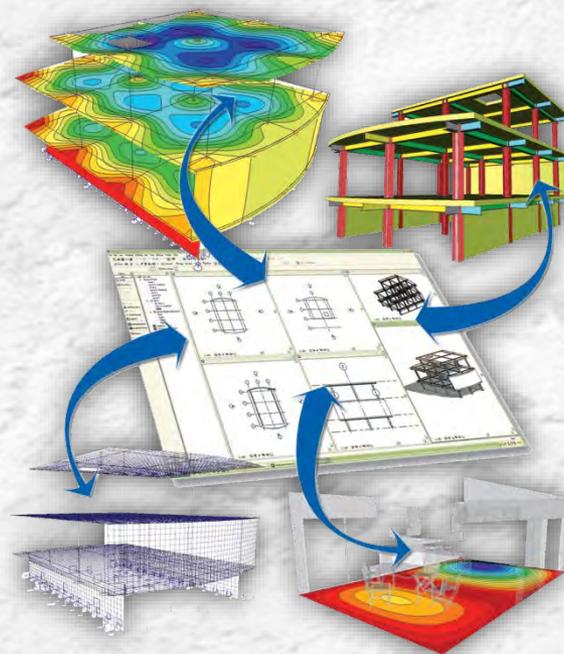


Best Practices for Fire Prevention

- Use **3-coat stucco** as the exterior cladding.
 - Use only **non-combustible accents**, including stone and masonry.
 - For window and door trims, use **foam shapes coated with mesh and cementitious foam coating material**.
 - Use **cement or clay roof tile** or other noncombustible materials.
 - Use tempered or dual-pane windows to knock down heat and prevent fire blow-outs to slow down the entry of the fire to the interior of the home.
 - **3-coat stucco should extend from foundation to roof, and coat all eaves.** On open eave homes, 3-coat stucco should extend from foundation to roof, and terminate at the 2X solid blocking.
 - **Do not put attic vents under the eaves** where burning embers can blow into the attic. Cover all attic vents with 1/4" wire mesh.
-
-

Best Practices for Fire Prevention

- **Pay attention to decks as well. These can be built from non-wood composites or out of decorative concrete, tiles, or pavers.** Also ensure that areas under elevated decks are enclosed with stucco to prevent ignition there.
- **Build walls out of concrete block and stucco instead of wood,** which can serve as a fuse to lead fire to a home.
- **Clear excessive landscaping from around the home,** instead using non-combustible walkways that serve as fire breaks.
- When homes are built close together, **take extra care to remove combustible materials** to prevent the spread of fire from house to house.



Durability & Long Term Value

Stucco is one of the most durable and long lasting wall finishes providing years of maintenance-free beauty. Its superior performance in a variety of climates with wet/dry and freeze/thaw cycles and the extreme desert heat has made stucco a global standard in cladding materials.

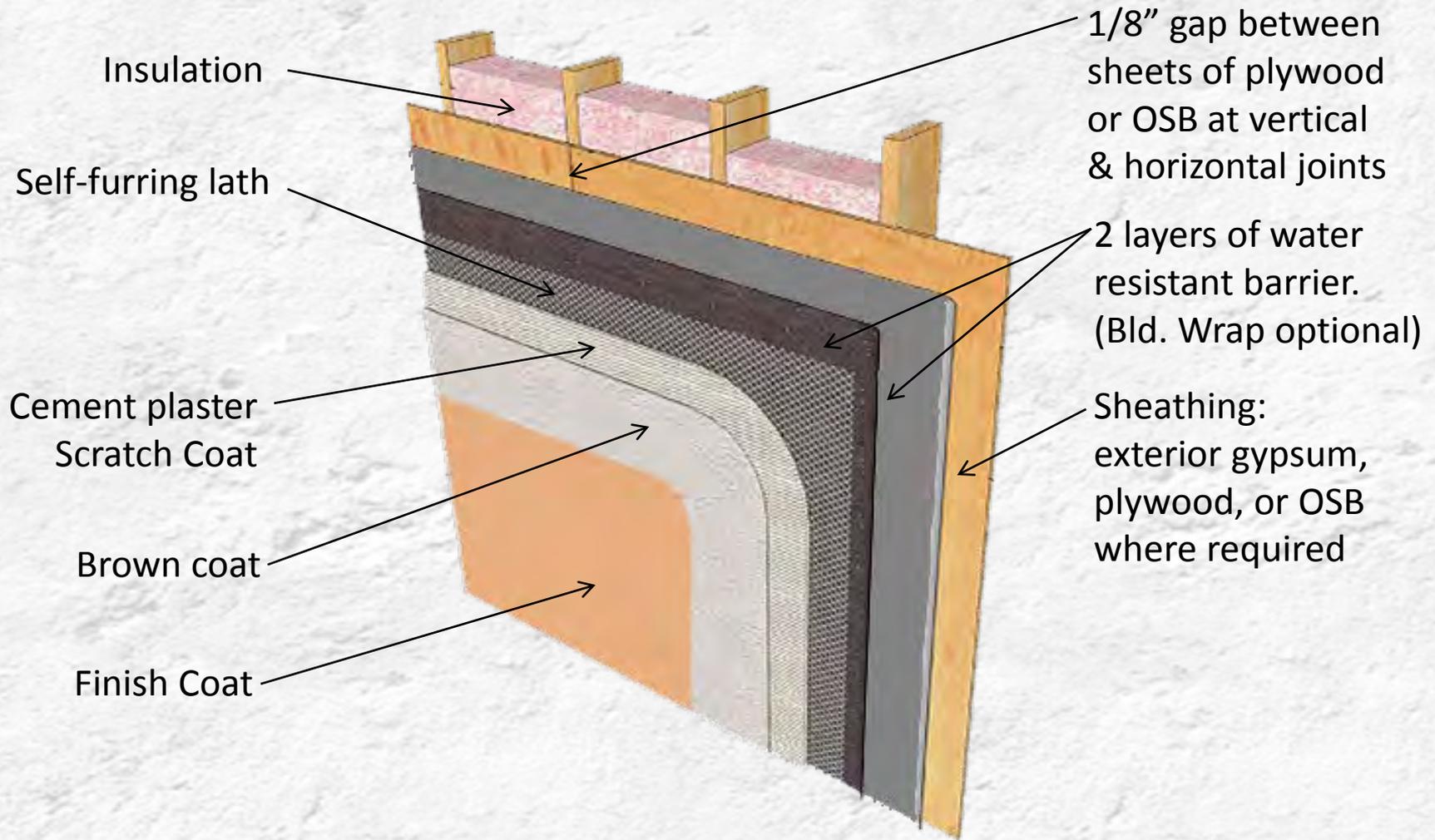


Portland cement plaster is the most inexpensive wall finish by far. Its proven long-term value has been time tested and well documented. Stucco is also easy and inexpensive to repair. **Re-stucco of existing buildings easily allows change to the appearance of color and texture, giving new character and variety to old buildings.**

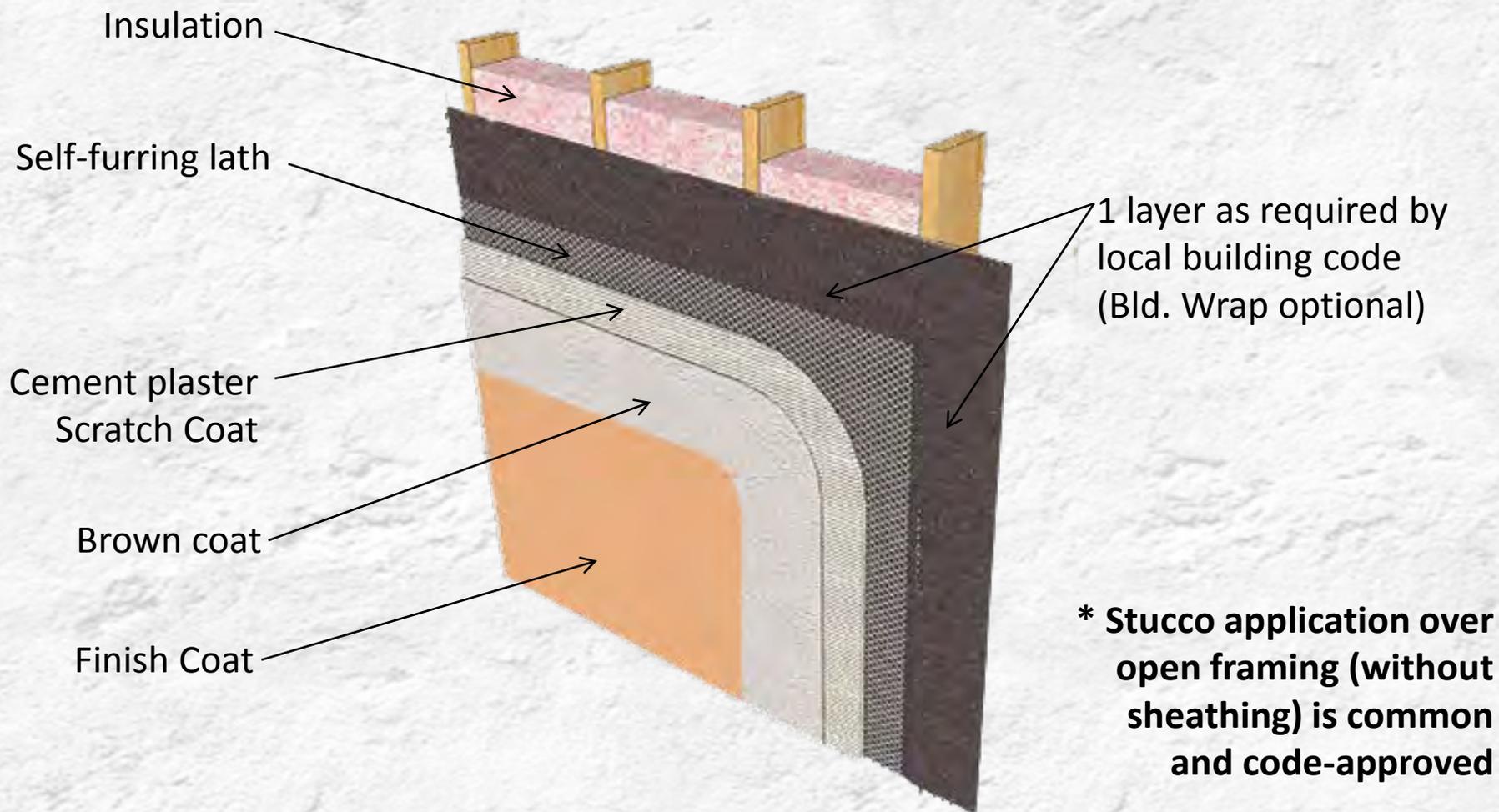
Stucco in Commercial Use



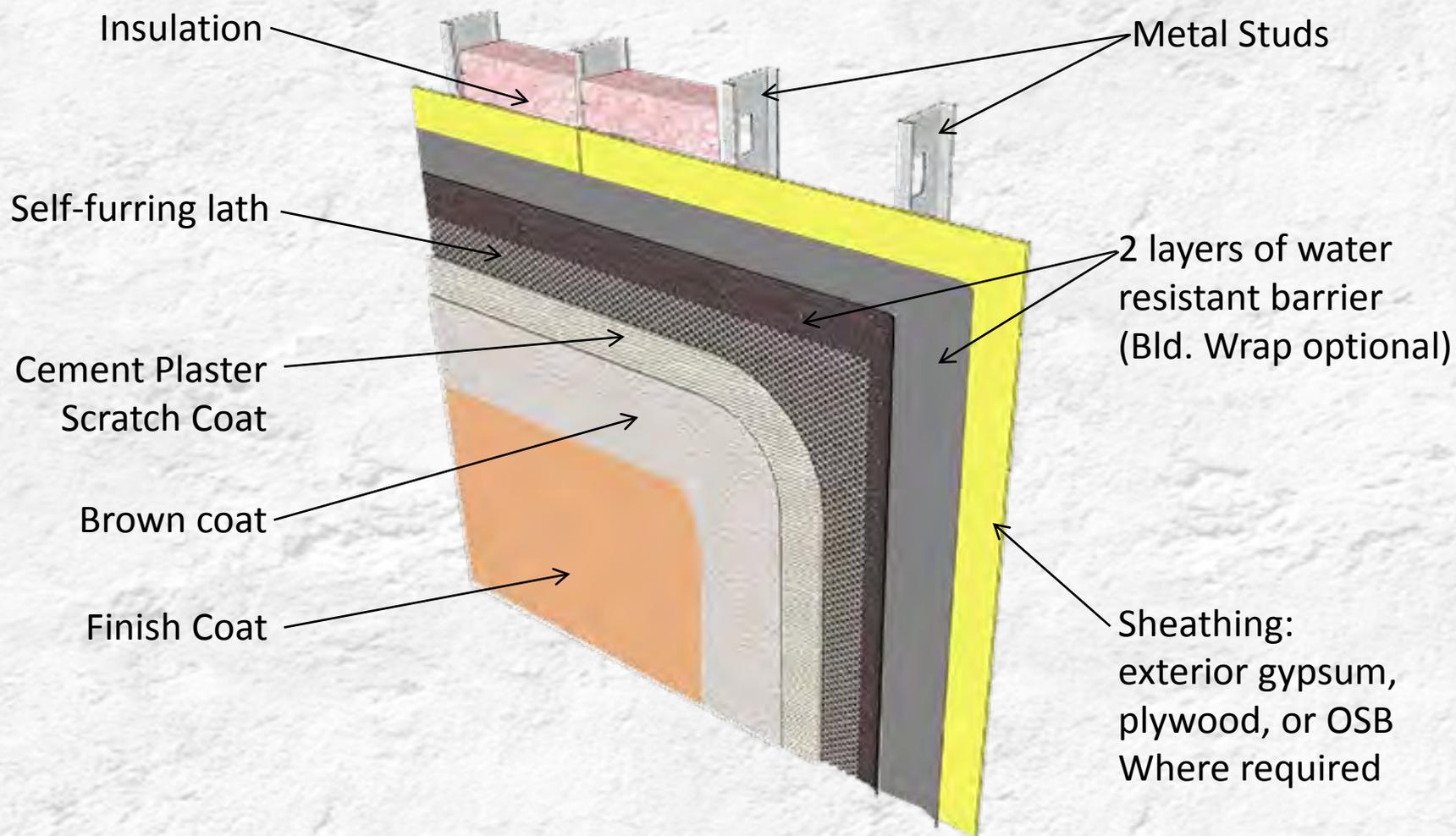
Wood Frame Application



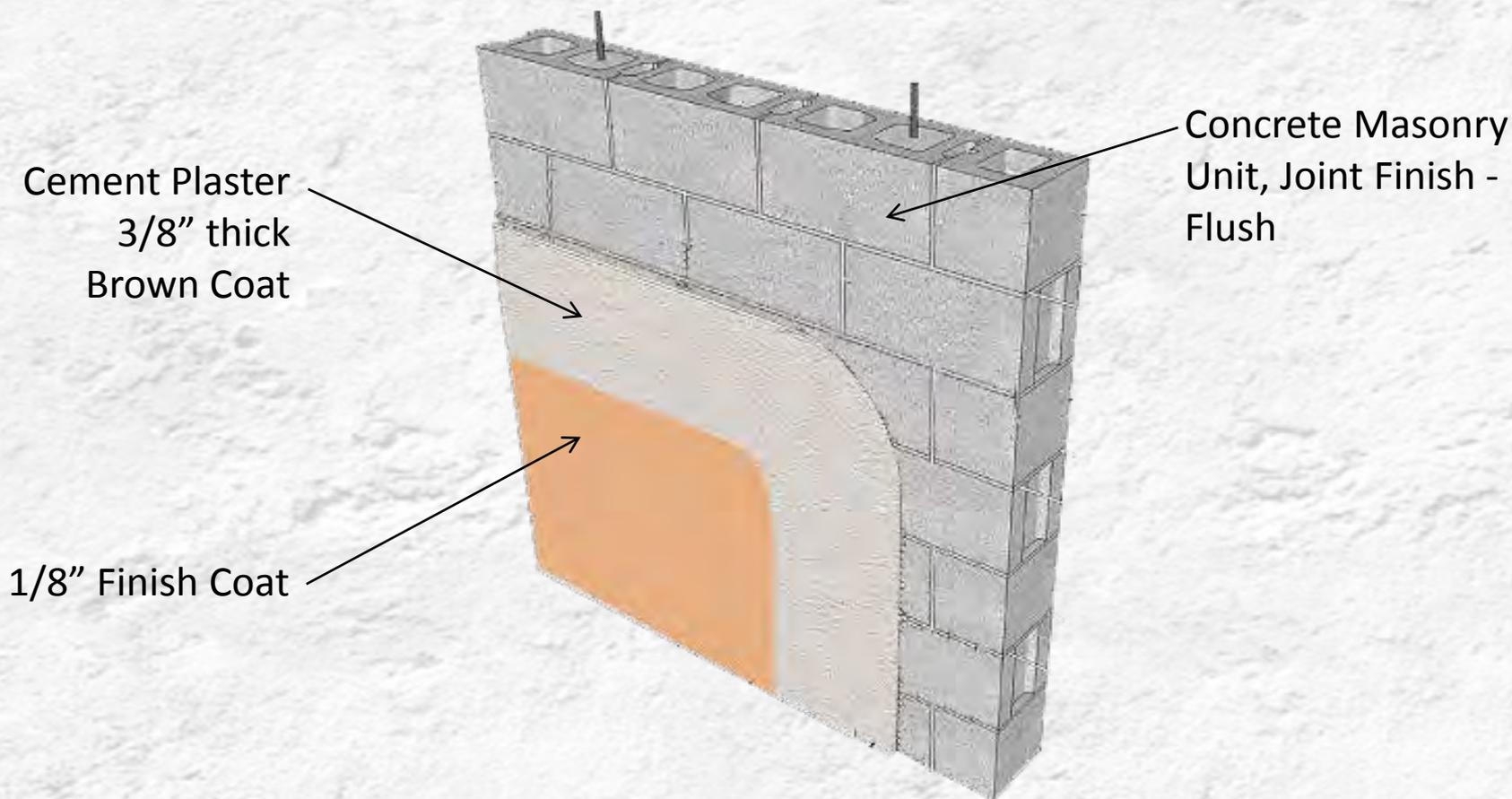
Open Wood Frame Application



Metal Frame Application



CMU Application

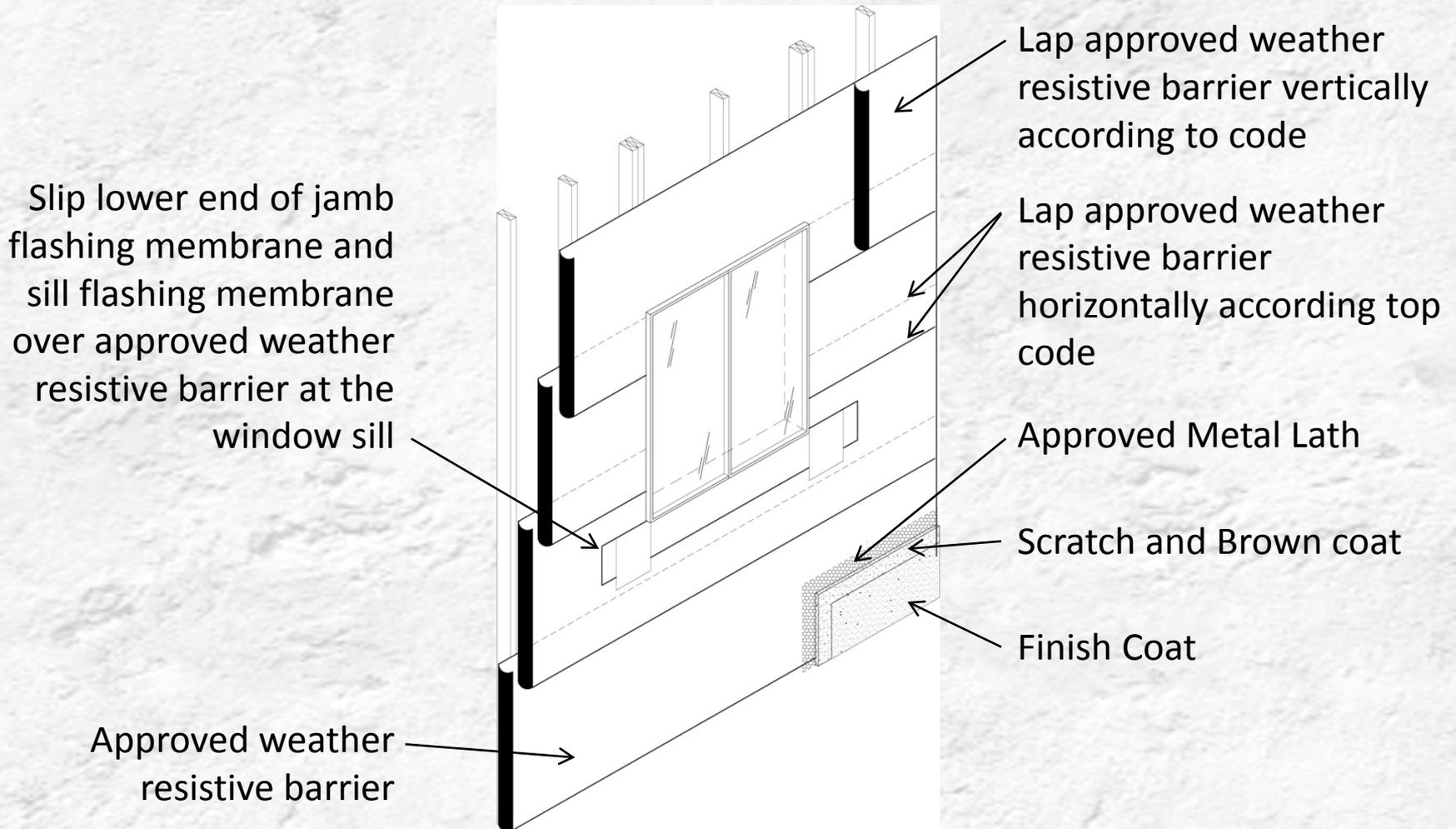


Water Barrier Material Detailing

The water resistive barrier is the key element to a properly installed system. The barrier provides the drainage plane for any moisture intrusion behind the Portland cement plaster. When properly installed, moisture problems should be eliminated. **Another important element is the application of sheathing products.** The manufacturers of plywood, oriented strand board and fiberboard all **recommend that a gap of 1/8" be maintained at the edges and ends of their products to accommodate any product expansion.** This detail is critical in stucco applications to help minimize potential cracking.

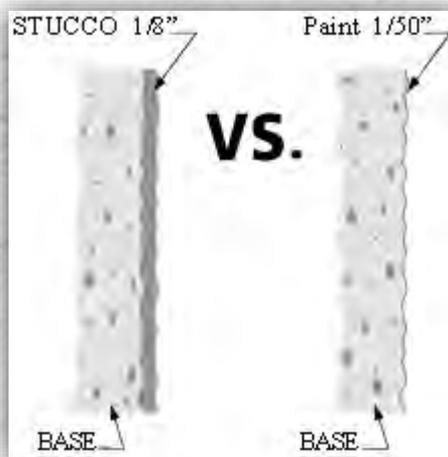


Water Barrier Material Detailing



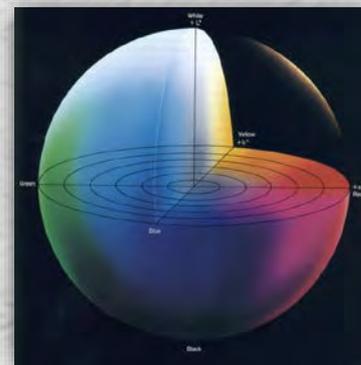
Stucco is Vapor Permeable

- **Some paints are not vapor permeable** and there are documented cases of interior damage that can be traced back to moisture being trapped in the wall.
- Stucco has advantages over paint because it can breathe; remember the envelope effect, if the **substrate can not breathe, mold, and the delamination of the finish can occur.**
- Elastomeric Coatings have a perm rating of 1 to 5, **Stucco has a perm rating of 15 to 20 with 10 perms** being considered as breathable.



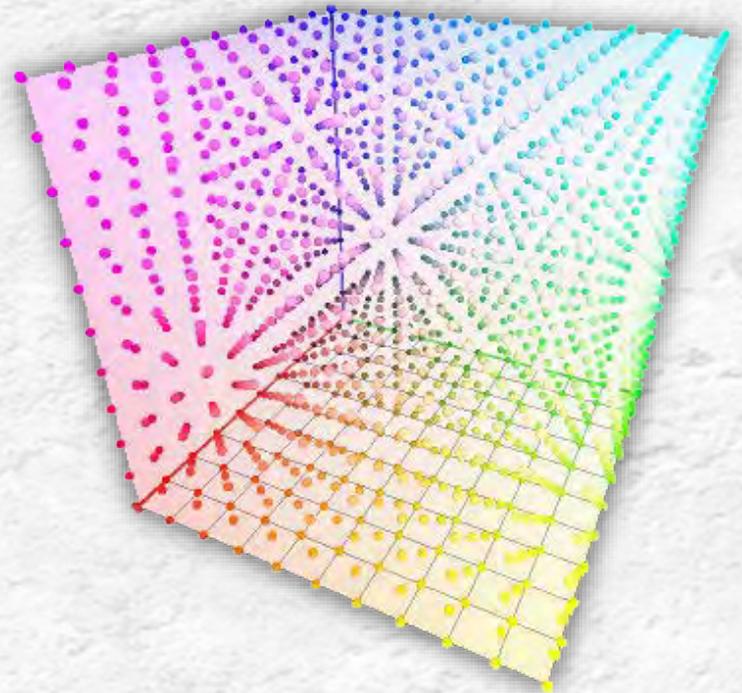
Paint Is Not The Complete System

- Paint is a complete system. **WRONG! Stucco is the complete system** and it cannot be easily damaged if hit or scratched because it has a 1/8" finish coat.
- Integral colored stucco is consistent throughout the product. Thereby, it lasts longer, **never needs painting if maintained properly**, can be easily repaired or freshened up with fog coat.
- **Some states including the California Green Building Code** advocates use of pre-finished building materials which do not require additional painting or staining when possible.



Cost and Time Advantages

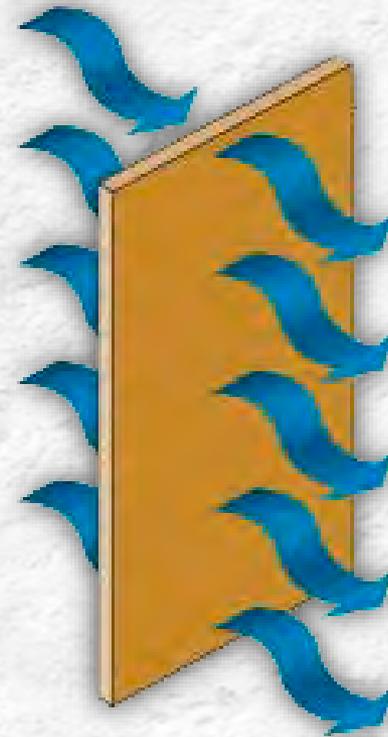
- **Saves Time** – Stucco applicators don't have to wait 28 days between brown coat and finish reducing one more step in the process.
- Allows for **scaffolding removal** decreasing application costs and finish time.
- No Reoccurring or preventative maintenance – **No need to paint every few years.**



Vapor Permeability Prevents Mold Growth

Molds:

- **Simple, microscopic organisms, present virtually everywhere, indoors and outdoors.** For molds to grow and reproduce, they need only a food source (organic material), such as leaves, wood, paper, or dirt and moisture. **Because molds grow by digesting the organic material, they gradually destroy whatever they grow on.** Molds release countless tiny, lightweight spores, which travel through the air.
- By keeping water out, a **water tight stucco assembly allows no way for mold to grow**
- Stucco will not support mold growth.

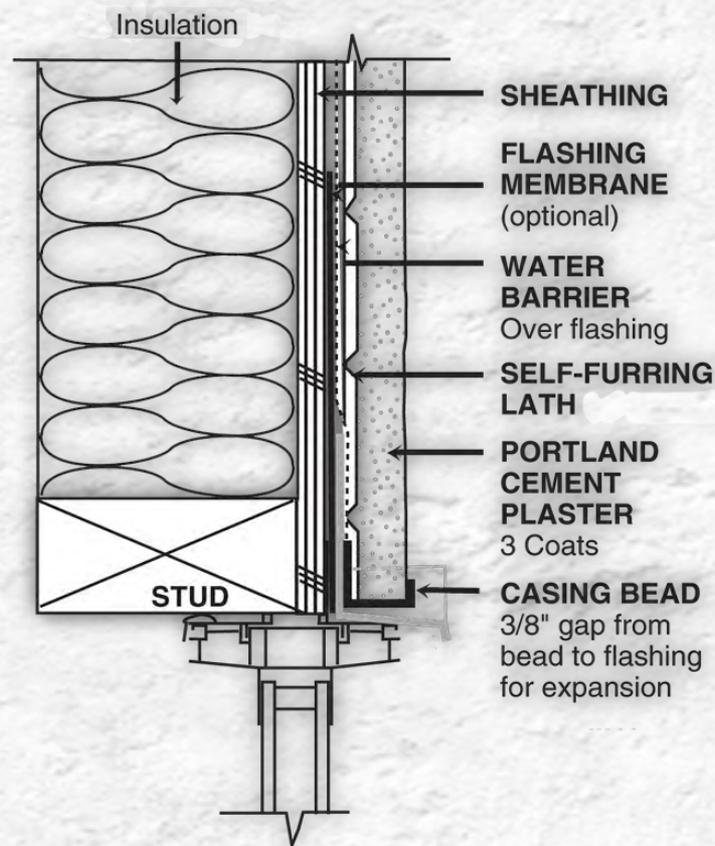


Why Mold is Important

How am I exposed to mold? – Everyone is exposed to some mold on a daily basis without evident harm. **It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources.** Mold spores primarily cause health problems when they are present in large numbers and people inhale many of them. **This occurs primarily when there is active mold growth within home, office, or school where people live or work.** People can also be exposed to mold by touching contaminated materials and by eating contaminated foods.

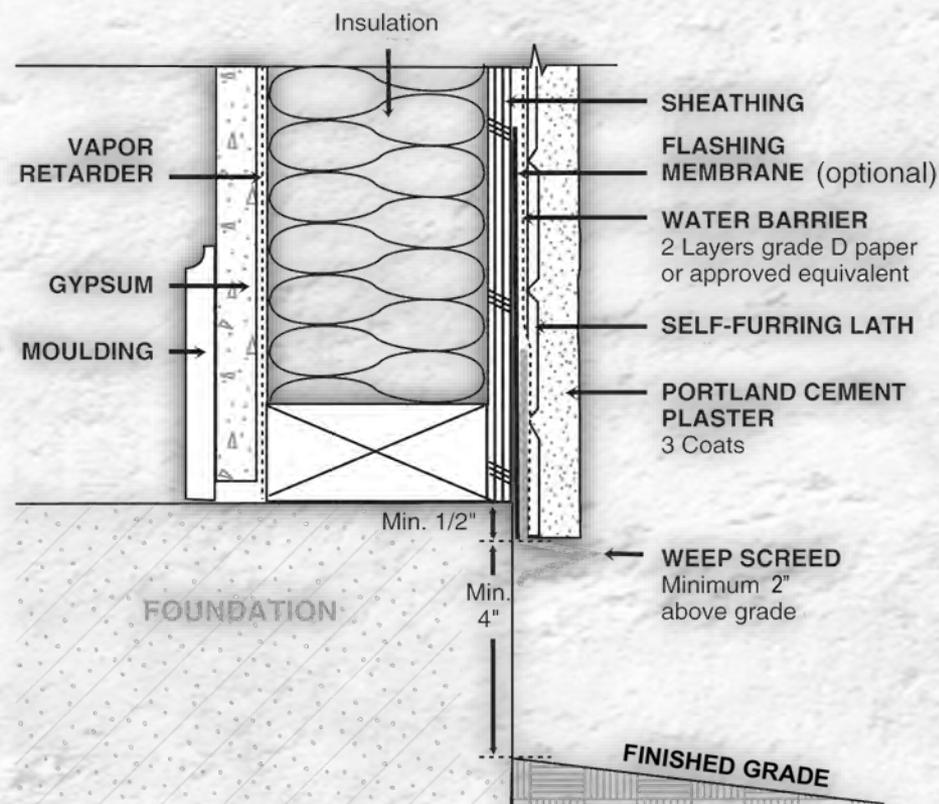
Stucco System Detailing

A corrosion and water-resistant flashing **shall be** installed around all windows, doors, and other penetrations. ***This must be accomplished for all door and window openings including encased openings.*** The general contractor must obtain installation instructions from the window manufacturer as to how the bottom of their windows are to be flashed for a stucco application, including local building codes.



Stucco System Detailing

- **Weep screeds shall be installed a minimum of 2 inches above all surrounding finish grades.** The water resistive barrier shall be placed over the nailing flange of the screed. The bottom of the screed must be a minimum of a 1/2 inch below the sill plate on the foundation walls.
- **Metal lath shall be galvanized, self-furring.** The lath provides a base for the scratch coat and must be applied with long dimensions of the sheets perpendicular to the studs. Verify local governing building codes for applicable assembly system.



3 Coat Stucco Application

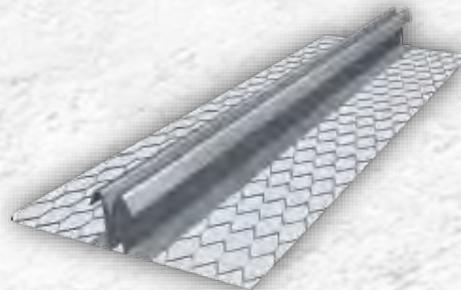


- **Install building paper**, overlapping all horizontal and vertical seams a minimum of 4". Layer the building paper over the top of the weep screed flange.
- **Install self-furring metal lath** continuously across the entire surface of the wall as required by local building code.
- Make sure **fasteners are properly embedded per local governing code in stud.**

Control / Expansion Joints

Best Practices

- **The International Building Code and most model building codes reference ASTM C1063**
- **C1063 makes no differentiation between control and expansion joints**
- **ASTM C1063 states, “Control joints shall be formed by using a single prefabricated member or fabricated by installing casing beads back to back with a flexible barrier membrane behind the casing beads. The separation spacing shall be not less than 1/8 inch or as required by anticipated thermal exposure range (per author and to accommodate stucco shrinkage).”**
- **Lath is cut behind expansion joints but not control joints**



Control / Expansion Joints

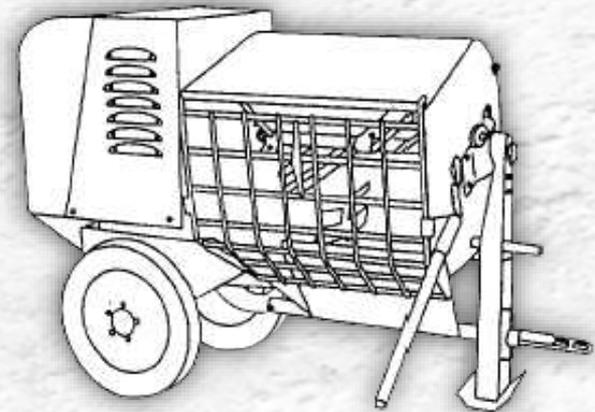
Best Practices

- The specification continues: “Control (expansion and contraction) joints shall be installed in walls to delineate areas **not more than 144 square feet and to delineate areas not more than 100 square feet for all horizontal applications, that is, ceilings, curves, or angle type structures.**”
- The distance between control joints shall not exceed 18 feet in either direction or a **length-to-width ratio of 2 1/2 to 1.** “A control joint shall be installed where the ceiling framing or furring changes direction.”
- “A control joint shall be installed where an expansion joint occurs in the base exterior wall. **Wall or partition height door frames shall be considered as control joints.**”

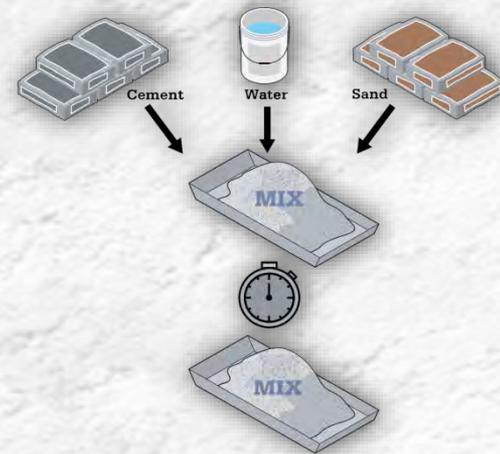


Mixing the Scratch Coat

- Mix the scratch coat according to the ASTM G926. **Ensure that the proper proportions of cement, sand, and water are used in the mix.** Let the mix sit a few minutes (**per ASTM C-926**) before remixing it for application.



Best Practices for Scratch Coat Application



- **Apply the scratch coat** at a nominal thickness of 3/8". Make sure the scratch coat is well embedded in the metal lath.
- **Score the scratch coat** to create a physical profile that the brown coat can key into.
- **Moist cure scratch coat** according to local code and weather conditions.



Gun-applied Scratch & Brown Coats



Best Practices for Brown Coat Application

- **Moisten the scratch coat.** Wet the wall surface with a gentle stream of water, working from the bottom to the top. Once the water has been absorbed by the surface of the scratch coat, it's ready to receive the brown coat.
- **Mix the brown coat** according to ASTM C-926. Ensure that the proper proportions of cement, sand, and water are used in the mix.
- **Install the brown coat** at a nominal thickness of 3/8" and rodding to an even plane.
- Moist cure brown coat for 48 hours as required by code.



Finish Coat

- Use a factory-blended finish coat stucco product to ensure quality and consistency. **Let the mix sit for a few minutes per manufacturers specifications before remixing it for application.**
- **Apply the finish coat** at a nominal thickness of 1/8”.
- **Moisten finish coat** to ensure proper hydration, if required by local weather conditions.



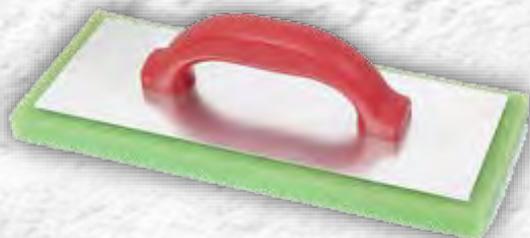
Finish Coat Application



Troweled Application Finish

Follow the technical specifications of ASTM C-926

- Smooth-troweled stucco is highly valued for its natural character and European aesthetics, especially in high-end homes
- Due to the smooth texture and small aggregate, cracking is more obvious with smooth-troweled stucco and should be expected
- To minimize cracking in smooth troweled finishes, a base coat with embedded fiberglass mesh can be used under the finish coat



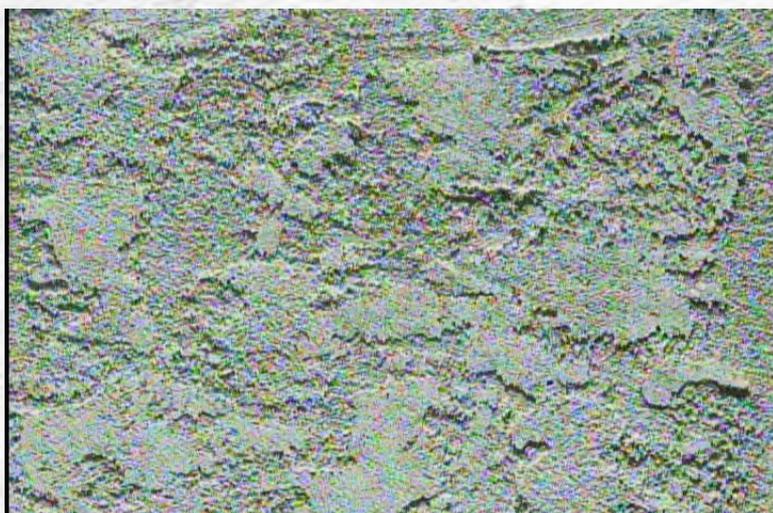
Troweled Application Finish



Fog Coating

- Fog Coat is a cementitious product formulated for use as a **spray-applied cement coating to color stucco**. The product may be used to even the color of new work or refresh existing stucco.
 - Prior to ordering Fog coat, you should consider the texture of the stucco, the age of the job, and the color. **Stucco color can change slightly over time, and weather can impact final appearance**, so a sample should be applied and allowed to dry for approval. **Also specify the texture when ordering Fog coat, so that the manufacturer can fine-tune the color.**
 - The wall surface to be fogged must be cool and clean. **A light mist of water may be applied one half hour prior to application.** Fog Coat applied to a hot, dry wall will dry light and chalky. When spraying, use a circular motion, holding the nozzle approximately 18 inches from the wall. Do not overload an area. Use several light coats rather than one heavy one. Work the sprayer up and down and side to side. **Be sure to catch all angles of the texture. For the best results**, always apply the Fog Coat end-to-end and top-to-bottom or to a prominent architectural break.
-
-

Fog Coating



Prior to ordering Fog Coat, it is necessary to **determine the type of surface texture** of the material it will be applied to.

Different surfaces require different strengths of Fog Coat. **The standard manufactured Fog Coat is designed to be used over a sand finish application.** A

textured stucco application will require approximately 25% more color pigment, and a machine application will require approximately 50% more color pigment.

Since colors may vary due to weather and job conditions, prior to fog coating, a sample should be applied and allowed to dry for color approval.

Color Considerations

- Cementitious stucco finish color **can be darkened or lightened by increasing or decreasing the amount of pigments.**
 - **Base coat composition:** The same color coat applied to different base coats (e.g., pre-existing stucco, accelerated mixes, and new brown coat) may vary due to different absorption characteristics.
 - Color coat hydration (i.e., weather): The color coat uses available moisture to cure. **The same stucco material may take on a different color in a humid environment than in a dry area or in shady versus sunny areas.**
 - Application technique: **The applicator can influence the final color** of the stucco finish through application method, choice of tools, etc.
 - Stucco texture: **The same stucco takes on a different appearance when used in a smooth finish, a sand finish, and a lace finish, for instance.**
-
-

Care & Maintenance

Chipped corners and small spalls can be patched. Premixed stucco can do the job. It will require only the addition of **water, mixing to a doughy consistency, then troweling** into the area to be patched and finishing to match the texture of the surrounding surface. The patch area should be dampened before patching. In the event uncleanable staining is encountered, **a bright new color may be achieved by refinishing, fog coating, or brush coating.**



Care & Maintenance

Washing plaster wall surfaces is done in 3-4 steps:

1. **Pre-wet the wall**, saturating it. Start at the bottom and work to the top.
2. Use a garden hose to direct a pressure stream of water against the wall to loosen the dirt. **Start at the top and wash the dirt down the wall.** Caked on dirt may require brushing.
3. Mild cleaners may be used to remove stains. **Choose water soluble cleaners** that will not attack portland cement, lime, or oxide pigment colors.
4. **Flush remaining dirt** off the wall with a follow-up rinse.

Like concrete and masonry, stucco is porous. Cleaning methods are similar. It is recommended to **wet the substrate starting from the bottom and working towards the top.** Pre-wetting the surface helps the wall shed water, preventing dirty water from being drawn into dry pores.

Care & Maintenance

- Most dirt is removed fairly easily. Cleaning power is increased by doing one or more of the following: **increasing water temperature, scrubbing with a brush, or using some type of chemical detergent.**
- **You always should test the method on an inconspicuous area to first demonstrate its effectiveness and to assure that it won't damage the plaster.**



Preventative Maintenance

1. Installation of **gutters and downspouts** is the best way to prevent staining and efflorescence on the exterior walls.
2. Lining the first few feet of planters with **rock, gravel, bark, etc.** will prevent dirt from splashing on the walls during seasonal weather conditions. Caution: All sprinkler and **irrigation systems must be directed away from all exterior stucco walls.**
3. Installing concrete walkways soon after move in will also help to keep your walls clean and dirt free. When installing **hardscape or landscape**, (i.e. brick, cement, planters, pavers, rough landscaping) make sure to maintain proper clearances from the weep screed per UBC requirements.
4. **Window cleaning solutions should be rinsed off** so that they are not left to dissolve or dry on the stucco surface.



Preventative Maintenance

- Over time, **rust and dirt accumulates on metal accessories** such as windowsills, light fixtures, vents, etc. and must be removed periodically to prevent stain deposits on the stucco surface. **Trims, flashings and building accessories need to be maintained so that water intrusion behind the weather resistive barrier does not occur.**
- **Three-coat stucco systems are designed with protection against water penetration** (i.e. around windows, doors, cracks, etc.). Any moisture that penetrates the weather-resistant barrier drains out at the weep screed. This is why it is extremely important to **keep finish grades, such as planters and concrete walkways, below the weep line.** For additional information, please consult the stucco manufacturer's written recommendations.



Efflorescence

Efflorescence refers to the crystalline deposit, usually white, that may develop on the surface of integrally colored exterior Portland cement plaster finishes.

Efflorescence often occurs during periods of damp, wet and cold weather. Efflorescence may also occur after the fog-coating process due to the additional moisture added to the wall. **Efflorescence often occurs right after the completion of the building project**, but this is not a definite rule as efflorescence can occur and reoccur at any time as long as the conditions for its manifestation are not eliminated or reduced from the exterior wall in question.



Causes of Efflorescence

Efflorescence is the manifestation of a process: water dissolves salts present within a substrate, this salt solution migrates to the substrate's surface, and a salt deposit remains after the water evaporates. **Efflorescence is not normally due to application or faulty materials.** Rather, it is an unfortunate manifestation of a combination of various factors and events that sometimes take place together at the same time despite human efforts to contain/prevent it.



salt deposits



Prevention & Remedies for Efflorescence

The removal practice developed in this case has been to saturate the wall as thoroughly as possible with water, and then wash with a diluted acid, followed immediately with an alkaline wash, then rinse with clean water. **Contact your manufacturer for recommendations on acid dilution and alkaline wash recommendations.**



Course Summary

By now the design professional should be able to:

- Identify what the features & characteristics are in using Three-Coat Stucco Systems
- Illustrate the basics of Three-Coat Stucco system detailing
- Identify the different ways to color “Three-Coat Stucco” and also the various finishes available
- Describe the various Care & Maintenance methods and techniques for Three-Coat Stucco



Three Coat Stucco System



Stucco Manufacturers Association

Course Sponsor
Stucco Manufacturers Association
Mark Fowler, Executive Director
Office: (213) 379-5890
Cell: (714) 473-7301
Mark@stuccomfgassoc.com
www.stuccomfgassoc.com

Course Number
sma09a



An AIA Continuing Education Program
Credit for this course is 1 AIA HSW CE Hour



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a retail building with a flat roof, parapet wall and cornice, in the Shops at Prosper Trail, Block A, Lot 3, on 1.3± acres, located on the east side of Preston Road, 175± feet north of Prosper Trail. (S16-0007).

History:

At the June 28, 2016, Council meeting, the Town Council tabled this item to allow the applicant the opportunity to revise the building elevations. The applicant has revised the building elevations by incorporating additional roof elements, incorporating more stone into the façade of the building, and adding windows along each elevation. The revised elevations and the previously approved elevations are attached for reference.

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-68-Retail	Undeveloped	Retail & Neighborhood Services
North	Planned Development-68-Retail	Retail (Shops at Prosper Trail – Kroger)	Retail & Neighborhood Services
East	Planned Development-68-Retail	Retail (Shops at Prosper Trail – Kroger and Retail Shell Building)	Retail & Neighborhood Services
South	Planned Development-68-Retail	Undeveloped	Retail & Neighborhood Services
West	Planned Development-31-Office	Undeveloped	Retail & Neighborhood Services

Requested Zoning – The purpose of this request is to allow for a retail building with a flat roof, parapet wall and cornice. Planned Development-68 (PD-68) states all pad sites shall have a pitched roof with a minimum 6 in 12 inch slope; however, a flat roof with a parapet wall and cornice may be permitted subject to Town Council approval of a SUP for same.

During the deliberation and approval process of the PD to accommodate the Shops at Prosper Trail, the desire was to ensure the multiple pad site buildings project a quality image along Preston Road. In lieu of the traditional, flat-roofed, rectangular, small box buildings, which have limited architectural appeal; the goal was to create a more residential-type image for the smaller commercial buildings, as shown in the pictures below. The slope roof requirement is intended to meet this goal.



La Madeleine Country French Café in Allen

The applicant indicated the flat roof is necessary to accommodate mechanical equipment, as opposed to providing a screening wall for ground mounted equipment. In conjunction with the SUP request, the applicant is proposing two associated exhibits, as follows:

1. Exhibit A (Boundary Survey)
2. Exhibit B (Façade Plan) – The exhibit shows a retail building constructed primarily of stone with a mansard roof and other pitched roof elements with an 8 in 12 inch pitch.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request. These criteria, as well as staff's responses for each, are below:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*

The proposed retail building is a compatible use with the existing and proposed retail uses of the Shops at Prosper Trail; however, this request does not focus on the proposed use but the building's design, specifically the roof. The applicant has indicated the building's design meets the intent of PD-68.

2. *Are the activities requested by the applicant normally associated with the requested use?*
The activities requested, as shown on the attached exhibits, are normally associated with the requested use.
3. *Is the nature of the use reasonable?*
As previously noted, the intent of the PD was to permit pad sites along Preston Road that resemble residential structures. The proposed design will set a precedent for the remaining pad sites that is not consistent with the intent of the PD.
4. *Has any impact on the surrounding area been mitigated?*
With the exception of setting an architectural precedent, the proposed roof design does not appear to require mitigation measures.

Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services. The proposed request is in conformance with the Future Land Use Plan.

Conformance to the Thoroughfare Plan – The property has access to Preston Road, an existing six-lane divided major thoroughfare, and Prosper Trail, a future four-lane divided minor thoroughfare. The SUP exhibits comply with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water and sanitary sewer service have been extended to the property.

Access – Access to the property will be provided from Preston Road and Prosper Trail.

Schools – This property is located within the Prosper Independent School District (PISD).

Parks – Per the PD, the subject property is not needed for a park.

Environmental Considerations – There is no 100-year floodplain on the property.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. Town staff has not received any Public Hearing Notice Reply forms.

Attached Documents:

1. Zoning map of surrounding area
2. Proposed SUP Exhibits A and B
3. Previously Proposed Exhibit B
4. Shops at Prosper Trail, Lot 3 Draft Site Plan

Planning & Zoning Commission Recommendation:

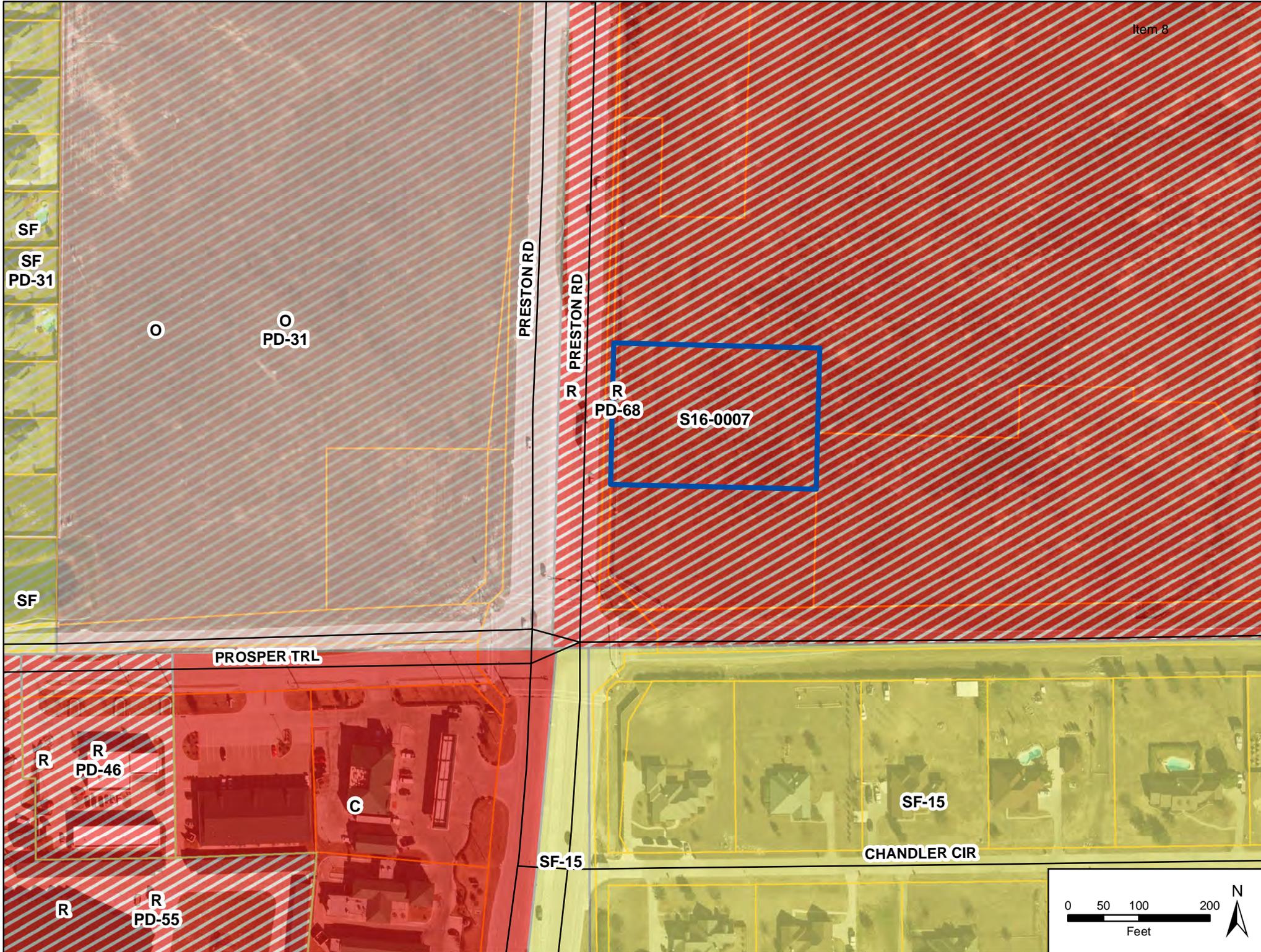
At their June 7, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 4-0.

Town Staff Recommendation:

Town staff recommends the Town Council consider and act upon a request for a Specific Use Permit (SUP) for a retail building with a flat roof, parapet wall and cornice, in the Shops at Prosper Trail, Block A, Lot 3, on 1.3± acres, located on the east side of Preston Road, 175± feet north of Prosper Trail.

Proposed Motion:

I move to _____ (approve/deny) a request for a Specific Use Permit (SUP) for a retail building with a flat roof, parapet wall and cornice, in the Shops at Prosper Trail, Block A, Lot 3, on 1.3± acres, located on the east side of Preston Road, 175± feet north of Prosper Trail.



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PD-31

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PD-31

PRESTON RD

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PD-68
S16-0007

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PROSPER TRL

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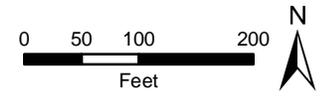
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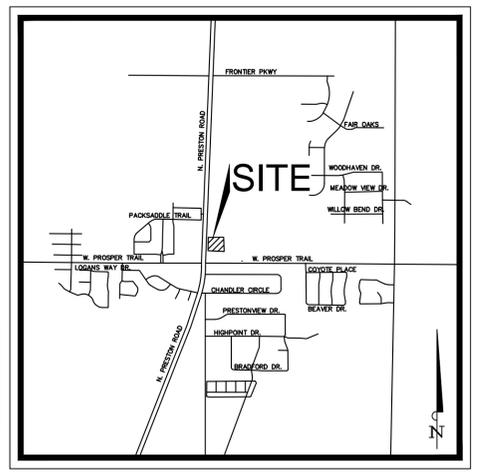


**THE SHOPS AT PROSPER TRAIL
 RETAIL BUILDING LOT 3**

No.	DATE	REVISION	BY

EXHIBIT A

DESIGN:	CLC
DRAWN:	JEV
CHECKED:	MAM
DATE:	05/15/2016



VICINITY MAP
N.T.S.

WHEREAS, MQ PROSPER RETAIL, LLC, IS THE SOLE OWNER OF A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND NO. 13 SURVEY, ABSTRACT NO. 172, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, BEING A PORTION A TRACT OF LAND DESCRIBED IN DEED TO MQ PROSPER RETAIL, LLC AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 20140826000915740, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (OPRCCT) AND BEING ALL OF LOT 3, BLOCK A OF THE SHOPS AT PROSPER TRAIL AN ADDITION TO THE TOWN OF PROSPER ACCORDING TO THE PLAY RECORDED IN CABINET 2016, PAGE 193-200 (OPRCCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD SET FOR CORNER AT THE NORTHERLY END OF A CORNER CLIP AT THE INTERSECTION OF THE NORTH LINE OF COUNTY ROAD NO. 81 (PROSPER TRAIL), A VARIABLE WIDTH RIGHT-OF-WAY, AS ESTABLISHED BY PLAY RECORDED IN CABINET 2016, PAGE 193-200 (OPRCCT) WITH THE EAST LINE OF STATE HIGHWAY NO. 289 (PRESTON ROAD), A VARIABLE WIDTH RIGHT-OF-WAY, AS ESTABLISHED IN DEED TO THE STATE OF TEXAS (PARCEL 8, PART 2) AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 20110802000807680 (OPRCCT);

THENCE ALONG THE EAST LINE OF SAID STATE HIGHWAY NO. 289, NORTH 01°23'03" EAST A DISTANCE OF 128.71 FEET TO A 5/8 INCH IRON ROD SET FOR THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3 AND THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK A;

THENCE CONTINUING ALONG THE EAST LINE OF SAID STATE HIGHWAY NO. 289, NORTH 01°23'03" EAST A DISTANCE OF 199.50 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER AT THE NORTHWEST CORNER OF SAID LOT 3 AND THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK A;

THENCE ALONG THE COMMON LINE OF SAID LOT 1 AND LOT 3, SOUTH 88°36'57" EAST A DISTANCE OF 290.23 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER AT THE NORTH EAST CORNER OF SAID LOT 3; THENCE CONTINUING ALONG SAID COMMON LINE, SOUTH 01°23'03" WEST A DISTANCE OF 199.50 FEET TO AN 'X' CUT IN CONCRETE SET FOR CORNER AT THE SOUTHEAST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF SAID LOT 4;

THENCE ALONG THE COMMON LINE OF SAID LOT 3 AND LOT 4 NORTH 88°36'57" WEST A DISTANCE OF 290.23 FEET TO THE POINT OF BEGINNING;
 CONTAINING 1.329 ACRES OR 57,900 SQUARE FEET OF LAND MORE OR LESS.

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 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" (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

"NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE"

BENCHMARK:

- 'X' CUT IN CONCRETE SOUTHWEST CORNER OF PRESTON ROAD AND PROSPER TRAIL, +/- 105 FEET WEST OF CENTERLINE OF PRESTON ROAD +/- 80 FEET SOUTH OF CENTERLINE OF PROSPER TRAIL. POSTED ELEVATION: 760.63
- SQUARE CUT ON THE TOP, MIDDLE OF A CONCRETE WALL, NORTH SIDE OF PROSPER TRAIL, +/- 713.5 FEET

CASE NO. S16-0007

SHOPS AT PROSPER TRAIL, LOT 3

SUP: EXHIBIT A

OWNER:

MQ DEVELOPMENT PARTNERS
 14801 QUORUM DRIVE
 DALLAS, TEXAS 75254
 PH: 214-980-8806
 CONTACT NAME: ROLLAND UPHOFF

APPLICANT:

CLAYMOORE ENGINEERING, INC.
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PH: 817.281.0572
 CONTACT NAME: MATT MOORE

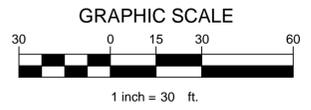
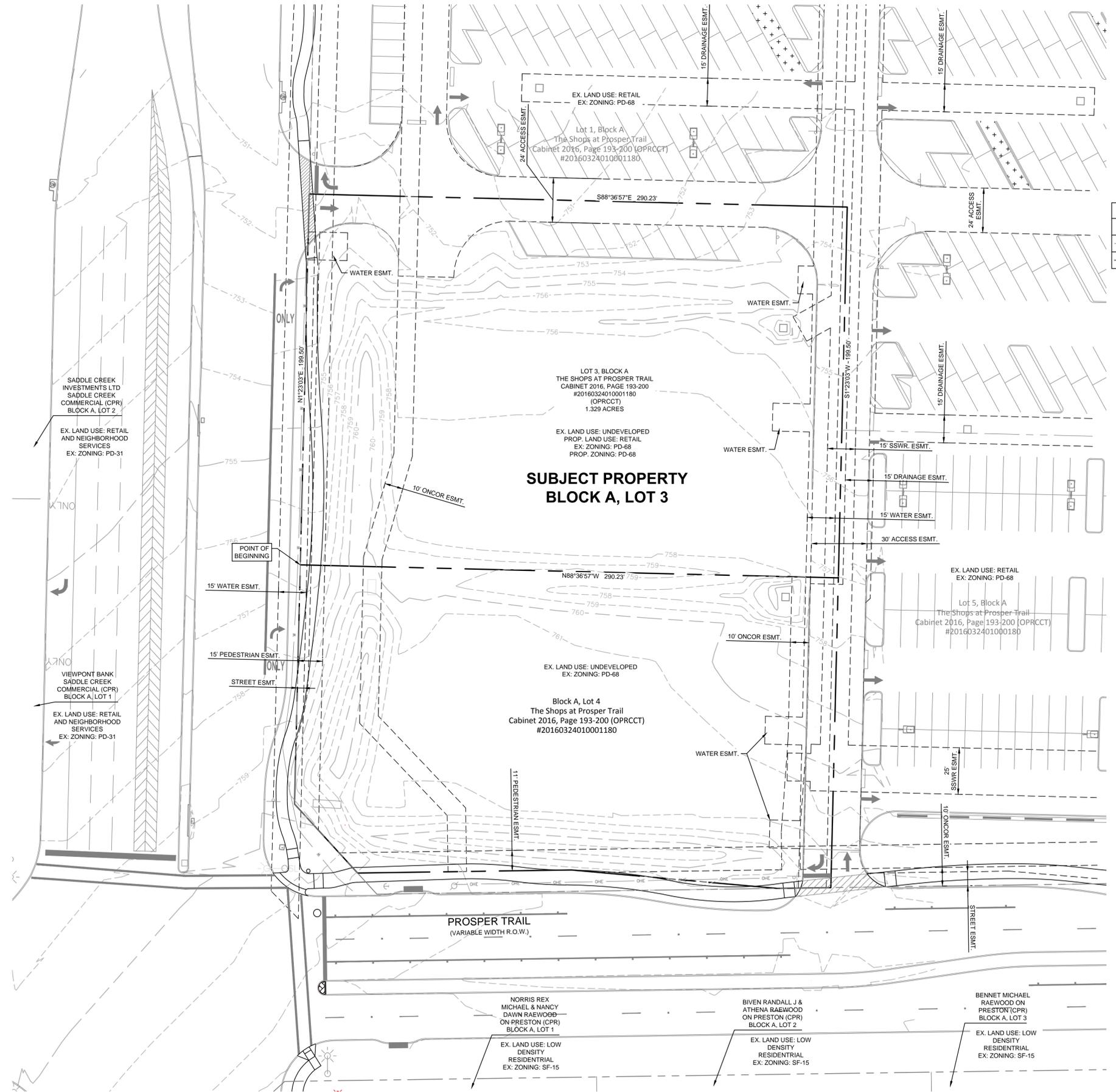
SURVEYOR:

AJ BEDFORD GROUP, INC.
 301 N. ALAMO RD.
 ROCKWALL, TX 75087
 PH: 972.722.0225
 CONTACT NAME: BILL ELAM

LEGAL DESCRIPTION:

**THE SHOPS AT PROSPER TRAIL
 BLOCK A, LOT 3
 1.329 ACRES (57,900 SQ. FT.)**

CITY:	STATE:	
TOWN OF PROSPER	TEXAS	
COUNTY:	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN COUNTY SCHOOL LAND NO. 13	172



LEGEND

---	PROPERTY BOUNDARY
---	ADJACENT BOUNDARY
---	EASEMENT LINE

PLOTTED BY: JVALDEZ
 PLOT DATE: 5/19/2016 3:02 PM
 LOCATION: C:\EGNYTE\SHARED\PROJECTS\2016-006 MQ PROSPER\CADD\EXHIBIT\EXHIBIT A.DWG
 LAST SAVED: 5/19/2016 2:32 PM



AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,835 SQ. FT.
OPENING AREA	420 SQ. FT.
NET FACADE AREA	1,215 SQ. FT.

B-1	AREA = 170 SQ. FT.	14 %
CS-1	AREA = 153 SQ. FT.	12 %
S-1	AREA = 227 SQ. FT.	19 %
S-2	AREA = 570 SQ. FT.	47 %
WT-1	AREA = 95 SQ. FT.	8 %



AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,057 SQ. FT.
OPENING AREA	136 SQ. FT.
NET FACADE AREA	921 SQ. FT.

B-1	AREA = 315 SQ. FT.	34 %
CS-1	AREA = 76 SQ. FT.	8 %
S-1	AREA = 182 SQ. FT.	20 %
S-2	AREA = 284 SQ. FT.	31 %
WT-1	AREA = 64 SQ. FT.	7 %

1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,430 SQ. FT.
OPENING AREA	139 SQ. FT.
NET FACADE AREA	1,291 SQ. FT.

B-1	AREA = 578 SQ. FT.	45 %
CS-1	AREA = 91 SQ. FT.	7 %
S-1	AREA = 240 SQ. FT.	19 %
S-2	AREA = 274 SQ. FT.	21 %
WT-1	AREA = 108 SQ. FT.	8 %



AREA CALCULATIONS & PERCENTAGES

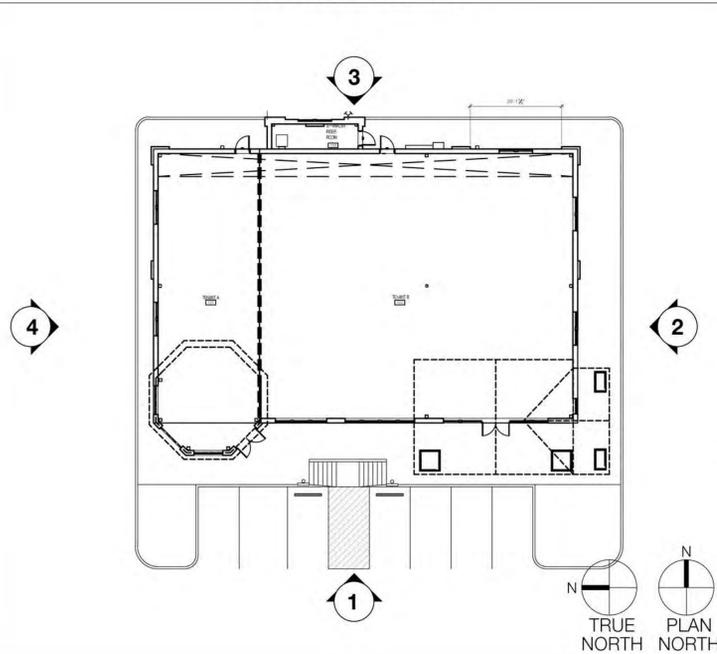
GROSS FACADE AREA	1,131 SQ. FT.
OPENING AREA	148 SQ. FT.
NET FACADE AREA	983 SQ. FT.

B-1	AREA = 324 SQ. FT.	33 %
CS-1	AREA = 68 SQ. FT.	7 %
S-1	AREA = 207 SQ. FT.	21 %
S-2	AREA = 318 SQ. FT.	32 %
WT-1	AREA = 66 SQ. FT.	7 %

3 EAST ELEVATION
SCALE: 1/8" = 1'-0"

4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING OUTLINE



GENERAL NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DEPARTMENT.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DEPARTMENT.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

COLOR LEGEND

S-1 MANUFACTURED STONE PALO PINTO COBBLE	SH-1 SHINGLED ROOF (SLOPE 8:12 MAX). GUTTERS & DOWNSPOUTS BERFRIDGE CHARCOAL GREY	B-1 DECORATIVE MASONRY OLDCASLITE - QUICK BRICK AUTUMN, NO FLASH
S-2 MANUFACTURED STONE GRANBURY COBBLE	DOOR & WINDOW FRAMES DARK BRONZE ANODIZED ALUMINUM	WT-1 WOOD TRIM CHARCOAL GREY
CS-1 CAST STONE - ST. THOMAS TAN NO. 1103		

OWNER: MQ PROSPER RETAIL 14801 Quorum Dr Ste 160 Dallas, TX 75254 214-980-8806	APPLICANT: SBLM ARCHITECTS 16910 Dallas Parkway Dallas, TX 75248 469-554-7770	SURVEYOR: WINKELMAN & ASSOCIATES 6750 Hillcrest Plaza Dr., Suite 325 Dallas, TX 75230 972-490-7090
---	--	---

THE SHOPS AT PROSPER TRAIL
ABS A0172 COLLIN COUNTY SCHOOL LAND #13
SURVEY, TRACT 11, RETAIL BUILDING LOT 3
July 18, 2016





AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,828 SQ. FT.
OPENING AREA	720 SQ. FT.
NET FACADE AREA	1,108 SQ. FT.

B-1	AREA = 119 SQ. FT.	11 %
B-2	AREA = 407 SQ. FT.	37 %
CS-1	AREA = 163 SQ. FT.	15 %
S-1	AREA = 38 SQ. FT.	3 %
S-2	AREA = 275 SQ. FT.	25 %
EF-1	AREA = 77 SQ. FT.	7 %
EF-2	AREA = 26 SQ. FT.	2 %

1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,293 SQ. FT.
OPENING AREA	168 SQ. FT.
NET FACADE AREA	1,125 SQ. FT.

B-1	AREA = 311 SQ. FT.	28 %
B-2	AREA = 348 SQ. FT.	31 %
CS-1	AREA = 128 SQ. FT.	11 %
S-1	AREA = 134 SQ. FT.	12 %
S-2	AREA = 139 SQ. FT.	13 %
EF-1	AREA = 39 SQ. FT.	3 %
EF-2	AREA = 26 SQ. FT.	2 %

2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,568 SQ. FT.
OPENING AREA	49 SQ. FT.
NET FACADE AREA	1,619 SQ. FT.

B-1	AREA = 532 SQ. FT.	33 %
B-2	AREA = 611 SQ. FT.	38 %
CS-1	AREA = 145 SQ. FT.	9 %
S-1	AREA = 240 SQ. FT.	15 %
S-2	AREA = 22 SQ. FT.	1 %
EF-1	AREA = 31 SQ. FT.	2 %
EF-2	AREA = 38 SQ. FT.	2 %

3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



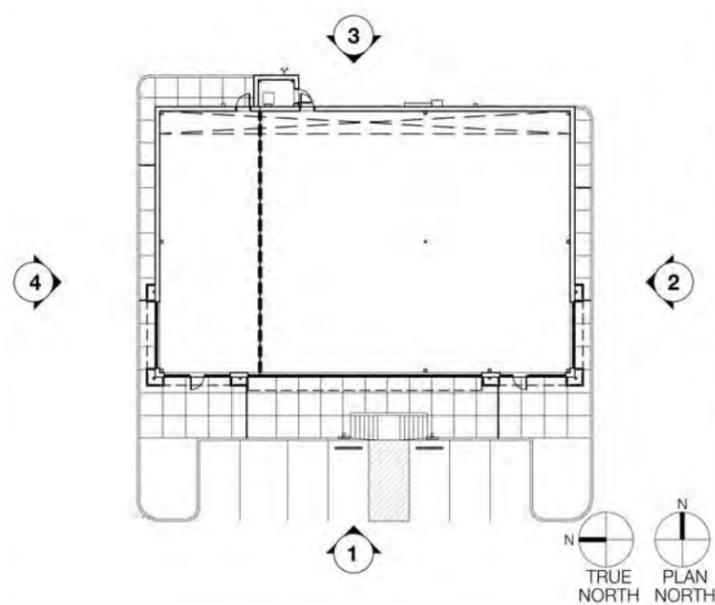
AREA CALCULATIONS & PERCENTAGES

GROSS FACADE AREA	1,293 SQ. FT.
OPENING AREA	144 SQ. FT.
NET FACADE AREA	1,149 SQ. FT.

B-1	AREA = 324 SQ. FT.	28 %
B-2	AREA = 349 SQ. FT.	31 %
CS-1	AREA = 130 SQ. FT.	11 %
S-1	AREA = 143 SQ. FT.	12 %
S-2	AREA = 139 SQ. FT.	13 %
EF-1	AREA = 39 SQ. FT.	3 %
EF-2	AREA = 26 SQ. FT.	2 %

4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING OUTLINE



GENERAL NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DEPARTMENT.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DEPARTMENT.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

COLOR LEGEND

B-1 DECORATIVE CONCRETE MASONRY OLDCASTLE - QUICK BRICK TIMBERLAND WITH RED FLASH	S-1 MANUFACTURED STONE PALO PINTO COBBLE	EF-1 EIFS SYSTEM 456 OYSTER SHELL w/ SANDPEBBLE FINE FINISH	M-1 STANDING SEAM METAL ROOF (SLOPE 6:12 MAX), AWNING, GUTTERS & DOWNSPOUTS BERRIDGE CHARCOAL GREY
B-2 DECORATIVE MASONRY OLDCASTLE - QUICK BRICK AUTUMN, NO FLASH	S-2 MANUFACTURED STONE GRANBURY COBBLE	EF-2 EIFS SYSTEM 381 MONASTERY BROWN w/ SANDPEBBLE FINE FINISH	
	CS-1 CAST STONE - ST. THOMAS TAN NO. 1103	DOOR & WINDOW FRAMES DARK BRONZE ANODIZED ALUMINUM	

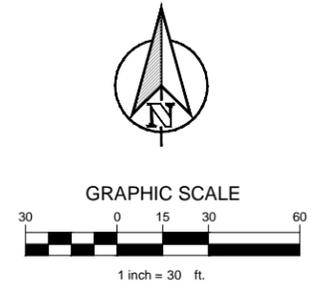
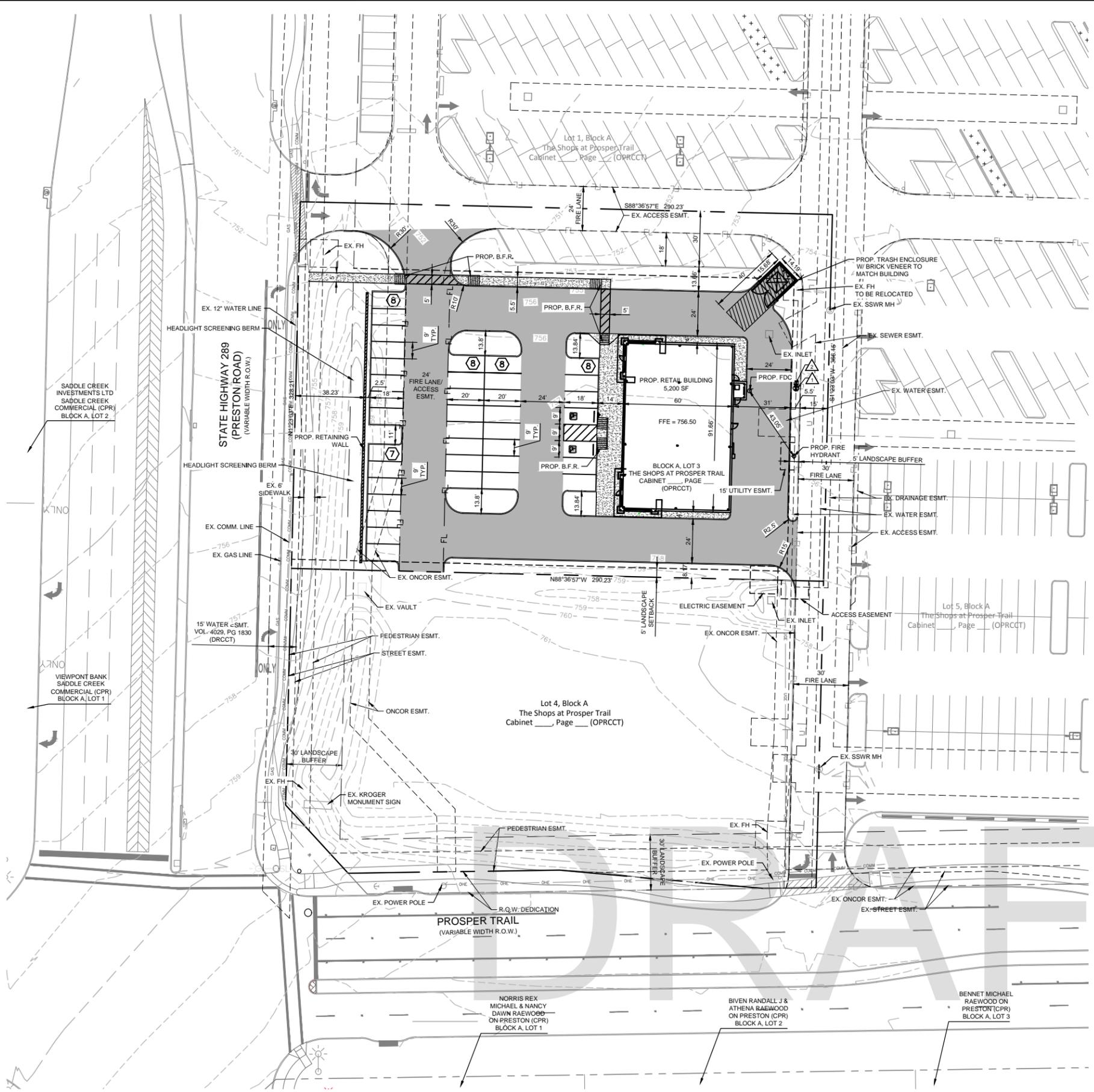
OWNER: MQ PROSPER RETAIL 14801 Quorum Dr Ste 160 Dallas, TX 75254 214-980-8806
 APPLICANT: SBLM ARCHITECTS 16910 Dallas Parkway Dallas, TX 75248 469-554-7770
 SURVEYOR: WINKELMAN & ASSOCIATES 6750 Hillcrest Plaza Dr., Suite 325 Dallas, TX 75230 972-490-7090

THE SHOPS AT PROSPER TRAIL
EXHIBIT B
 ABS A0172 COLLIN COUNTY SCHOOL LAND #13
 SURVEY, TRACT 11, RETAIL BUILDING LOT 3
 May 23, 2016
 CASE #: S16-0007



PREVIOUSLY PROPOSED ELEVATIONS

PLOTTED BY: JVALDEZ
 PLOT DATE: 4/6/2016 2:40 PM
 LOCATION: C:\EGNITE\SHARED\PROJECTS\2016-006 MQ PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 4/6/2016 2:33 PM



LEGEND

---	EX. STORM LINE
- - -	EX. SEWER LINE
- - -	EX. WATER LINE
+	EX. FIRE HYDRANT
+	PROPOSED FIRE HYDRANT
- - -	PROPOSED SEWER LINE
- - -	PROPOSED WATER LINE
- - -	PROPOSED STORM DRAIN
- - -	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- - -	PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- - -	PROPOSED PRIVATE SIDEWALK
- - -	PROPOSED DUMPSTER AREA CONCRETE PAVEMENT

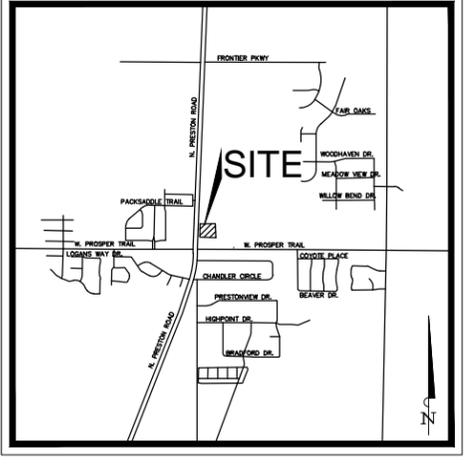
FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 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" (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE

WATER METER SCHEDULE

ID	TYPE	SIZE	NO.
1	DOM.	2"	1
2	IRR.	1 1/2"	1



VICINITY MAP
N.T.S.

- TOWN OF PROSPER SITE PLAN GENERAL NOTES:**
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
 - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - 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 GO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

BENCHMARK:

- 'X' CUT IN CONCRETE SOUTHWEST CORNER OF PRESTON ROAD AND PROSPER TRAIL +/- 105 FEET WEST OF CENTERLINE OF PRESTON ROAD +/- 80 FEET SOUTH OF CENTERLINE OF PROSPER TRAIL. POSTED ELEVATION: 760.63
- SQUARE CUT ON THE TOP, MIDDLE OF A CONCRETE WALL, NORTH SIDE OF PROSPER TRAIL, +/- 713.5 FEET

CASE #: D16-0018

SHOPS AT PROSPER TRAIL, LOT 3

SITE PLAN

OWNER:
MQ DEVELOPMENT PARTNERS
14801 QUORUM DRIVE
DALLAS, TEXAS 75254
PH: 214-980-8806
CONTACT NAME: ROLLAND UPHOFF

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572
CONTACT NAME: MATT MOORE

SURVEYOR:
AJ BEDFORD GROUP, INC.
301 N. ALAMO RD.
ROCKWALL, TX 75087
PH: 972.722.0225
CONTACT NAME: BILL ELAM

LEGAL DESCRIPTION:
**THE SHOPS AT PROSPER TRAIL
BLOCK A, LOT 3
1.329 ACRES (57,900 SQ. FT.)**

CITY: TOWN OF PROSPER STATE: TEXAS

COUNTY: COLLIN SURVEY: COLLIN COUNTY SCHOOL LAND NO. 13 ABSTRACT NO. 172

DESIGN: CLC
DRAWN: JEV
CHECKED: MAM
DATE: 04/06/2016

SHEET
SP-1

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	PARKING				TOTAL IMPERVIOUS (SQ FT)	LANDSCAPING		OPEN SPACE							
							REQ.	PROV.	REQ.	PROV.		REQ. RATIO	REQ.	PROV.	REQ. (7% SITE AREA), SQ FT	PROV.					
3	PD-68	RETAIL	1.33	57,900	5,200	25' - 5"	40% MAX	9.0%	0.4:1 MAX	0.09	RETAIL (1 PER 250 SQ FT)	22	51	1	2	45,349	78%	585	12,551	4053.00	4,629

Item 8

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING

1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021

PHONE: 817.281.0572
WWW.CLAYMOOREENR.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS

Engineer: **MATT MOORE**
P.E. No. 95813, Date 04/06/2016

**THE SHOPS AT
PROSPER TRAIL
RETAIL BUILDING LOT 3
1170 N. PRESTON ROAD
PROSPER, TEXAS**

NO.	DATE	REVISION	BY

SITE PLAN



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon an ordinance amending the Town's Zoning Ordinance, Ordinance No. 05-20, as amended, by amending Subsection 2.6 of Section 2 of Chapter 4, Subsection 4.3 of Section 4 of Chapter 4, and Subsection 5.2 of Section 5 of Chapter 4 regarding Downtown Office (DTO) District landscaping, screening and off-street parking requirements. (Z16-0012).

Description of Agenda Item/Background:

On May 24, 2016, staff provided a briefing to the Town Council regarding the need to amend certain standards to facilitate and not hinder development in the DTO District. Staff identified regulations contained within the landscape, screening and off-street parking requirements which should be amended to accommodate the development of new office buildings and the conversion of existing homes into offices

Proposed Amendments:

DTO Landscape and Screening Requirements:

Staff recommends maintaining the majority of the landscaping and screening requirements, but eliminate or reduce certain standards that do not add significant value and/or are more appropriate for the smaller, office lots in the Downtown area. The following, recommended amendments are incorporated into the attached ordinance.

1. Amend Subsection 2.6(C)(1)(a) of Section 2 of Chapter 4. Eliminate the requirement for shrubs in the landscape area adjacent to a roadway in the DTO, but maintain the required screening of parking lots adjacent to the roadway with the use of shrubs or berms.
2. Amend Subsection 2.6(C)(1)(a) of Section 2 of Chapter 4. Require one, 3" caliper large tree per 30' of roadway frontage, excluding the width of driveways at the property line. Where the width of the roadway frontage is greater than 80', excluding the width of driveways at the property line, the number of large trees may be planted at a rate of one, 3" large tree per 40' of roadway frontage in the DTO. Remove the option of substituting three (3) ornamental trees for each large tree to provide for higher quality trees adjacent to the streets in the downtown area.
3. Amend Subsection 2.6(C)(1)(b) of Chapter 4. Regardless of the adjacent use, zoning or Future Land Use designation, reduce the width of the perimeter landscape area from 15' to 5' and require one (1) ornamental tree per 15' in lieu of one (1) large tree every 30' and remove the requirement for perimeter shrubs. With the narrower lots in the DTO, this accommodates the reasonable use of the property. The five-foot wide perimeter landscape edge is sufficient for ornamental trees.

4. Amend Subsection 5.2(A) of Section 5 of Chapter 4. Reduce the minimum height of required board-on-board fencing adjacent to residential areas designated on the Future Land Use Plan from 8' to 6'. Given the low intensity nature of offices, a six-foot fence provides sufficient screening.
5. Amend Subsection 5.2(K) of Section 5 of Chapter 4. Where parking is adjacent to an existing or zoned residential use, reduce the required six-foot high irrigated living screen to a minimum of 3'. The living screen shall be solid and 3' high at the time of planting. The living screen is not required if there is a required board-on-board fence. The minimum three-foot living screen provides adequate buffering.

DTO Off-Street Parking Requirements

One of the requirements of the off-street parking requirements, applicable to all Zoning Districts and including the DTO, is the prohibition of "dead-end" parking aisles. The physical limitations of a single, narrow lot, make it practically impossible to meet this requirement when converting a house to an office. Due to the limited amount of parking and trips associated with the smaller offices in the DTO, waiving the dead-end parking aisle prohibition would not create conflicts where there are ten (10) or fewer off-street parking spaces.

1. Amend Subsection 4.3 of Section 4 of Chapter 4 - where ten (10) or fewer off-street parking spaces are provided in the DTO District, a dead-end parking aisle shall be permitted.

Legal Obligations and Review:

Notification was provided in the newspaper for the Town Council Public Hearing as required by state law. Town staff has not received any correspondence to date. Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Ordinance

Planning & Zoning Commission Recommendation:

At their June 21, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0.

Town Staff Recommendation:

Town staff recommends the Town Council approve the ordinance amending the Zoning Ordinance as submitted.

Proposed Motion:

I move to approve an ordinance amending the Town's Zoning Ordinance, Ordinance No. 05-20, as amended, by amending Subsection 2.6 of Section 2 of Chapter 4, Subsection 4.3 of Section 4 of Chapter 4, and Subsection 5.2 of Section 5 of Chapter 4 regarding Downtown Office (DTO) District landscaping, screening and off-street parking requirements.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 16-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE, BY REPEALING EXISTING SUBSECTION 2.6(C)(1)(a) AND (b), "PERIMETER REQUIREMENTS," OF SECTION 2, "LANDSCAPING," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SUBSECTION 2.6(C)(1)(a) AND (b), "PERIMETER REQUIREMENTS"; REPEALING EXISTING SUBSECTION 4.3(D), "NON-RESIDENTIAL & MULTIFAMILY PARKING PROVISIONS," OF SECTION 4, "PARKING AND LOADING," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SUBSECTION 4.3(D), "NON-RESIDENTIAL & MULTIFAMILY PARKING PROVISIONS"; REPEALING EXISTING SUBSECTION 5.2(A) AND (K), "LOCATION OF REQUIRED SCREENING," OF SECTION 5, "SCREENING FENCES AND WALLS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SUBSECTION 5.2(A) AND (K), "LOCATION OF REQUIRED SCREENING"; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Subsection 2.6(C)(1)(a) and (b), "Perimeter Requirements," of Section 2, "Landscaping," of Chapter 4, "Development Requirements," of the Town's Zoning Ordinance, as amended, is hereby repealed in its entirety and replaced with a new Subsection 2.6(C)(1)(a) and (b), "Perimeter Requirements," to read as follows:

“2.6 LANDSCAPE AREA REQUIREMENTS

* * *

C. Non-Residential Landscaped Area Requirements

* * *

1. Perimeter Requirements:

- a. A landscaped area consisting of living trees (as specified below), turf, or other living ground cover and being at least twenty-five (25) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties located adjacent to a major or minor thoroughfare as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.
 - i. The landscaped area may be reduced to fifteen (15) feet for the portion of a property adjacent to a collector street as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.
 - ii. The landscaped area shall be increased to thirty (30) feet for properties adjacent to Preston Road, University Drive, and Dallas Parkway.
 - iii. One (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing for species.
 - iv. In the DTO District, one (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage, excluding the width of driveways at the property line, shall be planted within the required landscape area. Where the width of the roadway frontage is greater than eighty (80) feet, excluding the width of driveways at the property line, the number of large trees may be planted at a rate of one, 3” large tree per forty (40) feet of roadway frontage, in lieu of the required one tree per thirty (30) linear feet. The trees may be planted in groups with appropriate spacing for species. In the DTO District, the substitution of three (3) small, ornamental trees for one (1) large tree shall not be permitted.
 - v. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each will be planted in the landscaped area for each thirty (30) feet of linear frontage.
 - vi. Parking abutting the landscape area shall be screened from the adjacent roadway. The required screening may be accomplished with shrubs or earthen berms.
 - vii. Unless there is parking adjacent to the landscape area, shrubs are not required in the landscape area in the DTO District.
- b. Where a non-residential development is adjacent to the property line of residential zoned parcels or areas shown as residential on the Future Land

Use Plan, one (1) large tree, three (3) inch caliper minimum, will be planted on thirty (30) foot centers in a fifteen (15) foot landscape area. Evergreen trees shall be planted on twenty (20) foot centers within areas where truck docks or loading spaces are adjacent to single family property.

- i. In the DTO District, regardless of the adjacent use, zoning or Future Land Use Designation; the width of perimeter landscape area adjacent to the property line may be reduced to a minimum of five (5) feet.
- ii. In the DTO District, in lieu of the required large trees, one (1) small (ornamental) tree shall be planted thirty (30) foot centers along the adjacent property lines.”

SECTION 3

From and after the effective date of this Ordinance, existing Subsection 4.3(D), “Non-Residential & Multifamily Parking Provisions,” of Section 4, “Parking and Loading,” of Chapter 4, “Development Requirements,” of the Town’s Zoning Ordinance, as amended, is hereby repealed in its entirety and replaced with a new Subsection 4.3(D), “Non-Residential & Multifamily Parking Provisions,” to read as follows:

“4.3 NON-RESIDENTIAL & MULTIFAMILY PARKING PROVISIONS

* * *

- (D) Dead-end parking aisles are not permitted. In the DTO District, where ten (10) or fewer off-street parking spaces are provided, a dead-end parking aisle is permitted.”

SECTION 4

From and after the effective date of this Ordinance, existing Subsection 5.2(A) and (K), “Location of Required Screening,” of Section 5, “Screening Fences and Walls,” of Chapter 4, “Development Requirements,” of the Town’s Zoning Ordinance, as amended, is hereby repealed in its entirety and replaced with a new Subsection 5.2(A) and (K), “Location of Required Screening,” to read as follows:

“5.2 LOCATION OF REQUIRED SCREENING

- A. When a boundary of a multifamily, institutional, or non-residential Use sides or backs to a property that is zoned or designated on the Future Land Use Plan for residential (non-multifamily) uses, or when any institutional or non-residential Use sides or backs to a MF District, a solid screening wall or fence of not less than six (6) feet nor more than eight (8) feet in height shall be erected on the property line separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties.

The owner of such property of the lesser restrictive use shall be responsible for and shall build the required wall or fence on his property line dividing his property from the more restrictive zoning district. In cases where the Planning & Zoning Commission finds this requirement to be better met by an

irrigated living screen, the same may be substituted for the screening wall after a landscape plan has been prepared to demonstrate equal visual screening.

A screening wall or fence required under the provisions of this section, under a Specific Use Permit, a Planned Development District, or other requirement shall be constructed of clay-fired brick masonry units or other suitable permanent materials which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Concrete masonry units, poured in place concrete, tilt-up concrete, or concrete panels may be used upon approval by the Planning & Zoning Commission.

Properties zoned for the DTC, DTR, or DTO District are only required to provide screening along property lines that are adjacent to properties shown as residential on the Future Land Use Plan. The screening shall consist of an eight foot (8') cedar board-on-board wooden fence constructed in accordance with the fence ordinance as it exists or may be amended. In the DTO District, the height of the fence may be reduced to six (6) feet.

* * *

- K. A six (6) foot irrigated living screen shall be required when parking is located adjacent to a residential use in the DTC or DTR District. In the DTO District, the living screen may be reduced to a minimum of three (3) feet but shall be solid at the time of planting. In the DTO District, the living screen is not required where a wood fence is required in accordance with Subsection 5.2(A) above.”

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be

punished by fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 8

This Ordinance shall become effective from and after its adoption and publication as required by law; however, the provisions of this Ordinance shall not be applicable to any residential development or tract of land for which one or more final plats has been approved by the Town as of the effective date of this Ordinance.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Consider and act upon awarding Bid No. 2016-58-B Prosper Road Improvement Project 2016, to GRod Construction, LLC, related to construction services for DNT and Prosper Trail Reconstruction; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On July 12, 2016, at 3:00 PM, five bids were opened for the Town of Prosper Bid No. 2016-58-B Prosper Road Improvement Project 2016 – DNT and Prosper Trail Reconstruction. The verified bid totals from the bidders ranged between \$95,990.00 and \$241,068.80, with GRod Construction, LLC., being the low bidder.

The bid was \$98,320.00 under the Engineer's estimate and approximately \$213,990.00 under current funding.

This contractor will reconstruct portions of Prosper Trail at the DNT and the DNT at CR 27 by removing multiple existing concrete failures, compacting the sub grade, and installing 8" of new concrete. During construction, delays are expected with lane closures on both roadways. Staff will coordinate with the Prosper Fire Chief and Prosper Dispatch to inform them of the current roadway condition.

The contract specifies a substantial completion time of 50 calendar days.

Budget Impact:

The current budget of \$309,980 for this project will be funded from the Streets Department FY 2015-2016 Budget Account 100-5480-50-01 (Contract Services). Of the \$309,980 in the current budget for this project and the asphalt intersection reconstruction of Broadway at Coleman, the Town Council approved reallocating \$75,367.42, to the Prosper Trail (Coit Road to Custer Road) reconstruction project on June 14, 2016. After allocating \$95,990 to this project, there will still be \$138,622.58 remaining in the current budget for the asphalt intersection reconstruction of Broadway at Coleman project.

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:

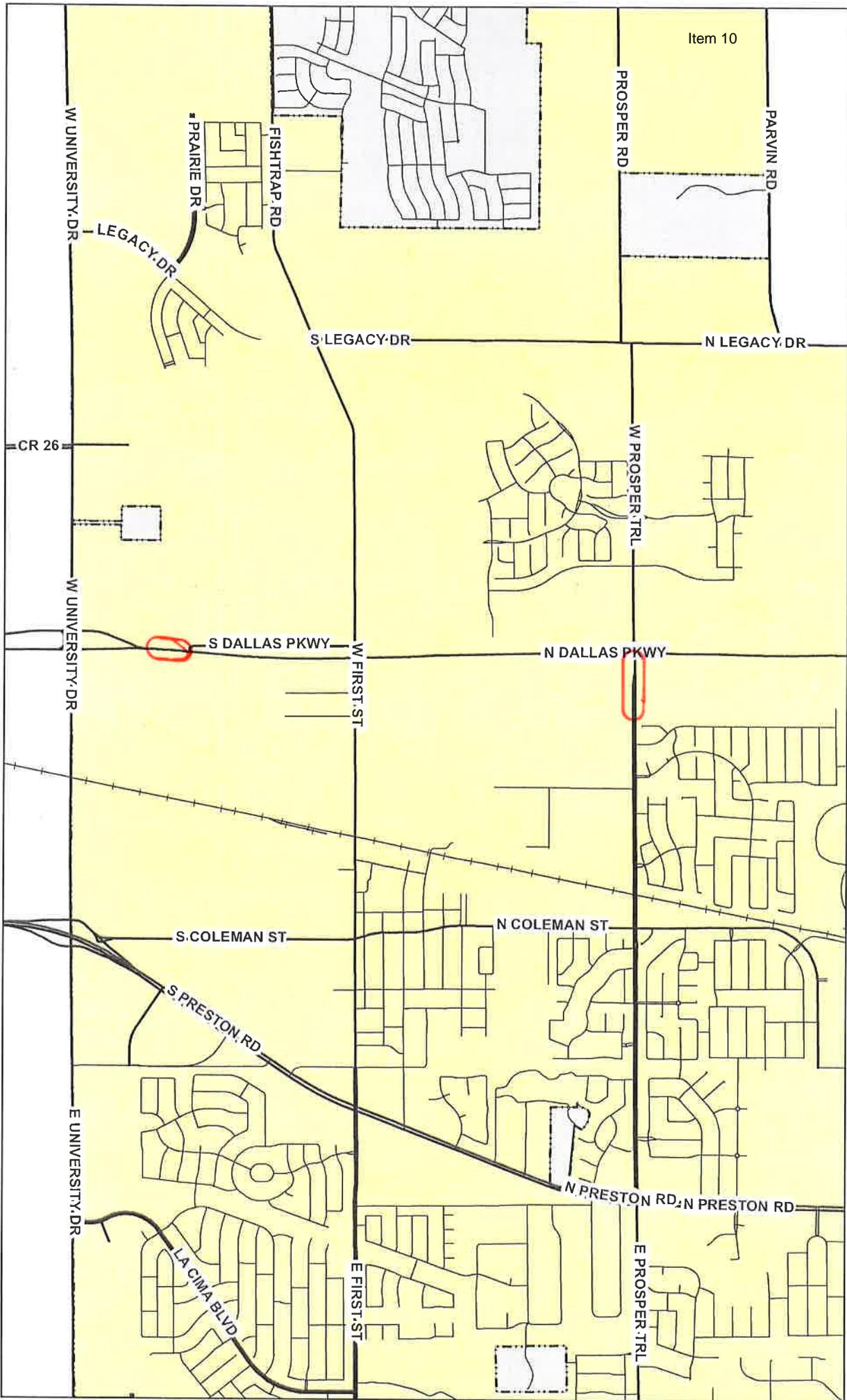
1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council award Bid No. 2016-58-B to GRod Construction, LLC., related to construction services for DNT and Prosper Trail Reconstruction; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2016-58-B to GRod Construction, LLC., related to construction services for DNT and Prosper Trail Reconstruction; and authorize the Town Manager to execute a construction agreement for same.



Prosper Road Improvements 2016-58-B

DISCLAIMER. The town of Prosper has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Prosper makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or information and DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.



TOWN OF PROSPER
BID TABULATION SUMMARY

Bid No. 2016-58-B Prosper Road Improvement Project 2016 - DNT and Prosper Trail Reconstruction

Bid Opening: 7/12/2016 at 3:00 PM

	Grand Total
Grod Construction, LLC	\$ 95,990.00
Quality Excavation, Ltd.	\$ 99,318.00
KT Contracting - Concrete Series, LLC	\$ 101,145.04
HQS Construction, LLC	\$ 125,262.00
Pavecon Public Works, LP	\$ 241,068.80
<p>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</p>	
Certified By: January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas	Date: 7/12/2016

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
**PROSPER ROAD IMPROVEMENT
PROJECT 2016**
BIDDING ONLY

DNT AND PROSPER TRAIL RECONSTRUCION
BID NO. BID NUMBER 2016-58-B



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Curry Vogelsang Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Michael Korbuly, Place 1
Kenneth Dugger, Place 2
Meigs Miller, Place 4
Mike Davis, Place 5

Harlan Jefferson, Town Manager



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LEGAL NOTICE

The Town of Prosper is accepting sealed bids for **Bid No. 2016-58-B Prosper Road Improvement Project 2016 – DNT and Prosper Trail Reconstruction**. Bids will be accepted until **3:00 P.M. on July 12, 2016** at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078. Any bids received after this time will not be accepted, and will be returned unopened. Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following this time.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the reconstruction of concrete roads, including concrete removal, preparing sub base and installing 8" reinforced concrete, and thermoplastic traffic markings. The Project locations are approximately: 2,200 feet north of US 380 on DNT, and Prosper Trail at DNT.

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

The successful bidder shall furnish performance and payment bonds in the amount of 100% of the contract amount as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful bidder shall also furnish a Maintenance Bond in the amount of 10% of the contract sum 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, 121 W. Broadway, Prosper, TX 75708, 972-347-9969** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$10 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. July 6, 2016, at 12:00 P.M. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO BIDDERS

1. **Submittal Deadline:** Bids will be accepted until 3:00 P.M. on Tuesday, July 12, 2016.
2. **Submittal Location:** Bids will be accepted at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078.
3. **Submittal Requirements:** Each Bidder shall submit one (1) original and one (1) copy of their bid, along with their bid security and Out of State Contractor Compliance (if necessary), in a sealed envelope clearly marked with their name and **Bid No. 2016-58-B, Prosper Road Improvement Project 2016 – DNT and Prosper Trail Reconstruction.**
4. **Bid Opening:** Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following the bid deadline.
5. **Bidding Documents:** Copies of Plans, Specifications, and Contract Documents may be examined without charge or obtained for the non-refundable purchase price of \$10 per set at the following location:

Town of Prosper
121 West Broadway
Prosper Texas 75078
972-347-9969
or

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

6. **Questions and Requests for Clarification:** Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. July 6, 2016 at 12:00 P.M. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
7. **Addenda:** If it becomes necessary to provide additional information to potential Bidders, the Town of Prosper will issue an addendum containing the necessary information.
8. **Pre-Bid Meeting:** A pre-bid meeting **will not** be held for this project.

BID PROPOSAL FORM
PROSPER ROAD IMPROVEMENT PROJECT 2016
DNT AND PROSPER TRAIL RECONSTRUCTION
BID NUMBER 2016-58-B

BIDDER: Grod Construction, LLC
 ADDRESS: 1204 Old Base Road
Aurora, TX 76078
 PHONE: 682-518-4145
 PRIMARY CONTACT: Guillermo Rodriguez
 EMAIL ADDRESS: grod@grodconstruction.com

PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR BID. ANY BID RECEIVED WITHOUT ONE (1) ORIGINAL AND ONE (1) COPY MAY BE CONSIDERED NON-RESPONSIVE.

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

Number	Dated	Received
No. 1	<u>N/A</u>	<u> </u>
No. 2	<u> </u>	<u> </u>
No. 3	<u> </u>	<u> </u>
No. 4	<u> </u>	<u> </u>

6. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
7. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
8. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
9. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
10. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
11. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
12. Bidder will complete the Work for the price(s) shown in the following schedule of bid items and within **50 calendar days**.

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

13. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **50 calendar days** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
14. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
15. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
16. Each bidder shall include the following information in this Bid:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Bid	\$ <u>47,995.00</u>	\$ <u>47,995.00</u>	\$ <u>95,990.00</u>

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

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	Metroplex Pavement Markings, LLC	Thermo Striping	1%
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
Total % of Work Subcontracted:			<u>1%</u>

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

<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1. Nelson Brothers Redi Mix	Concrete Ready Mix
2. Barnsco, Inc.	Concrete supply material
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

19. In the event of the award of a contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract with sureties offered by PCL Contract Bonding Agency 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 in the amount of 10% of the contract sum covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.

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

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

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

Seal and Authorization
(If a Corporation)



(Signed)

Managing Member

(Title)

1204 Old Base Road

(Street Address)

Aurora, Texas 76078

(City and State)

682-518-4145

(Telephone Number)

July 12, 2016

(Date)

BID BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, GRod Construction, LLC, whose address is 1204 Old Base Road Aurora, TX 76078, hereinafter called Principal, and Insurors Indemnity Company, a corporation organized and existing under the laws of the State of Texas, 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% of 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:

**PROSPER ROAD IMPROVEMENT PROJECT 2016
 DNT AND PROSPER TRAIL RECONSTRUCTION
 BID NO. 2016-58-B**

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

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

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

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

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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 (2) copies, each one of which shall be deemed an original, this, the 12th day of July, 2016.

ATTEST:

By: [Signature]
 Signature
Jessica Rodriguez
 Typed/Printed Name
Witness
 Title
1204 Old Base Road
 Address
Aurora TX. 76078
 City State Zip
882 556 0132
 Phone Fax

PRINCIPAL:

GRod Construction, LLC
 Company Name
 By: [Signature]
 Signature
Guillermo Rodriguez
 Typed/Printed Name
Managing Member
 Title
1204 Old Base Road
 Address
Aurora TX 76078
 City State Zip
682-518-4145
 Phone Fax

ATTEST:

By: [Signature]
 Signature
Jennifer Picchi
 Printed Name
Witness
 Title
8615 N. Freeport Pkwy Ste. 155
 Address
Irving TX 75063
 City State Zip
972-459-4749 972-459-4535
 Phone Fax

SURETY:

By: [Signature]
 Signature
Linda Stalder
 Printed Name
Attorney-in-Fact
 Title
225 S. 5th Street
 Address
Waco TX 76702
 City State Zip
800-933-7444 254-755-6399
 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: Steven W. Lewis, PCL Contract Bonding Agency
 STREET ADDRESS: 8615 N. Freeport Pkwy Ste. 155
 CITY, STATE, ZIP: Irving, TX 75063

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

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://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 or the company 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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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 o condicion del documento adjunto.



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-22311-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Linda Stalder of the City of Dallas, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

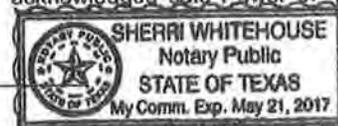
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherrri Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 12th day of July, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

OUT-OF-STATE CONTRACTOR COMPLIANCE TO STATE LAW

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

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

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

BIDDER

Company

By _____
(Please Print)

Address

Signature

City State Zip

Title (Please Print)

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

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 **GRod Construction, LLC**, a Texas coporation (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:

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Ninety-Five Thousand Nine Hundred Ninety Dollars and no cents (\$95,990.00)**. 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 **50 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,

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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

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shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

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

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

E. Insurance Requirements

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

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Town of Prosper
Attn: Purchasing Agent
121 W. Broadway
P.O. Box 307
Prosper, Texas 75078

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. If high risk or dangerous activities are included in the Work, explosion, collapse and underground (XCU) coverage is also required. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

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- (c) Umbrella or Excess Liability insurance with minimum limits of \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs a and b. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.
2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
 - (a) A waiver of subrogation in favor of Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The Town of Prosper, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
 - (c) All insurance policies shall be endorsed to the effect that Town of Prosper will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
 3. All insurance shall be purchased from an insurance company that meets a financial rating of "A" or better as assigned by the A.M. BEST Company or equivalent.
 4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

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

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

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have

known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be

covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of ten percent (10%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's PROSPER ROAD IMPROVEMENT PROJECT 2016 – DNT AND PROSPER TRAIL RECONSTRUCTION
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estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

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

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

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

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

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

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

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

I. Withholding Payments to Contractor

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

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

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

J. Acceptance of the Work

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

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

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

K. Acceptance of Erosion Control Measures

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

L. Final Payment

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

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

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

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

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

M. Contractor's Warranty

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

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

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the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

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

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

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

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

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

N. Compliance with Laws

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

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

O. Other Items

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

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

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

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

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

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

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

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

GROD CONSTRUCTION, LLC

TOWN OF PROSPER, TEXAS

By: _____

By: HARLAN JEFFERSON

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address: _____

Address: 121 W. Broadway
Prosper, Texas 75078

Phone: _____

Phone: (972) 346 - 2640

Fax: _____

Fax: (972) 569 - 9335

ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the _____ day of _____, A.D. 20____, 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:

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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

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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 six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter _____ called _____ Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$ _____) 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 _____ day of _____, A.D. 20____, 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:

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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 six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (ten percent (10%) 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 ____ day of _____, 20____, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

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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 six copies, each one of which shall be deemed an original, on this the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

GENERAL CONDITIONS

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

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

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

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

ENGINEER: The ENGINEER of the OWNER or his designee.

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

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

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

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

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

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

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

WRITTEN NOTICE: Notice required by the Contract shall be served concurrently to the OWNER'S REPRESENTATIVE, ENGINEER, and/or CONTRACTOR. Notice delivered by mail shall be effective on the postmark date, notice delivered by hand shall be effective the date of delivery, and notice delivered by facsimile or e-mail shall be effective the date of transmission, provided that any notice served after 5 PM or on a weekend or holiday shall be effective the following business day.

GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:

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

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

and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

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

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

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

GC.04 CONTRACTOR RESPONSIBILITIES:

- (a) Contractor Independence: The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.

- (b) Assignment and Subletting: The CONTRACTOR agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the OWNER or ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
- (c) Contractor's Understanding: It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- (d) Duty of Contractor: The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction
- (e) Supervision by Contractor: The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.
- (f) Character of Workmen: The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER or ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S or ENGINEER'S written consent.

- (g) Contractor's Buildings: The building of structures or the erection of tents or other forms of protection will be permitted only for use as temporary office space or for storage of materials, equipment, and supplies and only at such places as the OWNER or ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the OWNER or ENGINEER. At no time shall employees or agents of the CONTRACTOR occupy such facilities except in conjunction with performance of the Work.
- (h) Protection of Site: The Contractor shall protect all structures, walks, pipe lines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.
- (i) Sanitation: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER or ENGINEER, and their use shall be strictly enforced.
- (j) Equipment, Materials, and Construction Plant: The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.
- (k) Losses from Natural Causes: Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

GC.05 PROTECTION OF PERSONS AND PROPERTY:

- (a) Protection Against Claims: If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may

terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

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

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed a penalty by OWNER of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

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

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

property may result in a temporary suspension of work until such time as the threat is resolved.

GC.06 PROSECUTION AND PROGRESS:

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

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

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

- (e) Liquidated Damages: The time of completion is of the essence for this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract or in an executed Change Order, including milestone completion dates, substantial completion, and final completion, the OWNER may deduct the following sum from monies due to the CONTRACTOR for each day the work remains uncompleted:

GC.07

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

GC.08 CONTROL OF WORK AND MATERIAL:

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

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

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

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

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

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

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

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

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

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

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

- (e) Trench Excavation Protection: It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of a trench safety system to each field condition encountered on the project as required by Part 1926, Sub-part P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations. It will be the Contractor's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.
- (f) Explosives: The use of explosives shall not be permitted.

GC.09 INSPECTION AND ACCEPTANCE:

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

The CONTRACTOR shall be responsible for all costs associated with verifying the acceptability of work completed without proper inspection, as directed by the

OWNER, ENGINEER, or other reviewing agency. If deemed to be unacceptable, the work may be ordered removed at the CONTRACTOR's expense.

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

GC.10 MEASUREMENT AND PAYMENT:

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

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

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

- (d) Payment Withheld: The OWNER may withhold any payment otherwise due to the CONTRACTOR. The amount of any withheld payment shall be as necessary to protect the OWNER's interest in the following circumstances:
- (i) unsatisfactory progress of the Work within the CONTRACTOR's control;
 - (ii) reasonable doubt that the Work can be completed for the unpaid balance;
 - (iii) failure of the CONTRACTOR to carry out orders of the OWNER;
 - (iv) defective work not remedied;
 - (v) the filing of a claim against the CONTRACTOR or reasonable evidence that a claim will be filed against the CONTRACTOR;
 - (vi) failure of the CONTRACTOR to make payment to subcontractors or suppliers for material and labor used in performance of the Work;

- (vii) unsafe working conditions or threats to persons or property allowed to persist by the CONTRACTOR;
- (viii) failure of the CONTRACTOR to provide work schedules, invoices, or other records requested by the OWNER;
- (ix) use of subcontractors without the consent of the ENGINEER or OWNER;
- (x) or, failure of the CONTRACTOR to keep current redline as-built drawings at the job site or to turn redline as-built drawings over to the OWNER.

GC.11 EXTRA WORK AND CLAIMS:

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

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

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

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

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

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

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

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or

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

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

GC.12 CONTRACT TERMINATION

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

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

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

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

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

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

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

- (b) Abandonment by OWNER: In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.
- (c) Termination of Contract in Case of National Emergency: Whenever, because of a national emergency, so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with

reasonable continuity for a period of two (2) months, the Contractor shall within seven (7) days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If, after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contractor, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty (30) days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty (30) days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.

SPECIAL CONDITIONS

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

**PROSPER ROAD IMPROVEMENT PROJECT 2016
DNT AND PROSPER TRAIL RECONSTRUCTION
BID NO. 2016-58-B**

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: Frank E. Jaromin P.E, Town of Prosper, Texas, or his designee.

TECHNICAL SPECIFICATIONS

Technical Specifications:

Special Instructions

Storm Water Pollution Plan SW3P

Portland Cement Concrete Paving

Typical Sections

Limit Drawings

Location Map

PROSPER ROAD IMPROVEMENT PROJECT 2016**DNT AND PROSPER TRAIL RECONSTRUCTION
BID NO. BID NUMBER 2016-58-B****SPECIAL INSTRUCTIONS****GENERAL****1.01 WORK INCLUDED**

Furnish labor, materials, equipment, testing and incidentals necessary to perform operations in connection with the remove and replace existing 8" reinforced concrete paving.

ANTICIPATED PROCEEDURE

- A. Remove existing reinforced pavement.
- B. Install new reinforced concrete at locations shown.
- C. Access must be provided to County Road at all times.
- D. Grade and compact subgrade as required. Subgrade may require additional excavation or fill for proper compaction. Some areas will require additional fill, all work is subsidiary to Item 7 Compact Existing Subgrade.
- E. Pave intersections as shown with 8" high early concrete with # 5 on 16" each way.
- F. Prior to the start of construction the Contactor shall submit a traffic control plan for approval by the Town.
- G. Cores will not be used but concrete testing is required. Early breaks are recommended.
- H. Quantities are for bidding only, in place quantities will be paid.
- I. Roadways will remain open with lane closures as required.

1.02 TRAFFIC CONTROL SIGNAGE

The contractor shall install and maintain all required signage and shall comply with Texas Department of Transportation (TXDOT) Standards. The Contractor shall supply the Town with a Traffic Control plan prior to work.

1.03 RESIDENTS MEETING

There could be as many as two evening meeting to discuss this work with the residents. The Contractors Superintendent will be required to be present at this meeting to discuss process and what to expect.

END OF SECTION

SECTION SW3P

STORM WATER POLLUTION PREVENTION PLAN

SECTION SW3P
STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor will be required to provide a separate Storm Water Pollution Prevention Plan. The Erosion Control Plans included in the construction plans will not be considered a Storm Water Pollution Prevention Plan.
2. The Contractor will be required to submit a Storm Water Pollution Prevention Plan (SW3P) to the Town of Prosper for this project before the Notice to Proceed will be granted. The SW3P shall comply with the regulations established by the Texas Commission on Environmental Quality (TCEQ).
3. The Contractor will be required to submit all appropriate forms, including the NOI and NOT, as well as being responsible for producing and submitting all inspection reports throughout the duration of the project to the TCEQ and the Town of Prosper. The Contractor will be responsible for submitting the NOI and NOT on behalf of the Town of Prosper, including all fees associated with these forms. The Contractor shall submit two (2) copies of all NOIs and proof of payment of NOIs to the Town of Prosper before the Notice to Proceed will be granted.

Payment:

Payment for this work shall be considered subsidiary to the pay items.

PORTLAND CEMENT CONCRETE PAVEMENT

1.00 GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to construct finished pavement of portland cement concrete on the prepared subgrade, [crushed stone drainage course], [geotextile] with reinforcement, and with monolithic curbs, in conformity with the plans, and as specified herein to the lines and grades as established by the Engineer.

1.02 QUALITY ASSURANCE

A. DESIGN CRITERIA

1. The concrete shall be designed for a minimum compressive strength as indicated in paragraph 2.05E. Flexural strength is to be determined as a simple beam with center point loading (ASTM C-293). While concrete placing operations are in progress, beam and cylinder specimens, of such dimension and numbers as may be required, shall be made by the Owner's independent testing laboratory each day. Beams and cylinders shall be continuously cured in water until tested.
2. If the concrete fails to meet the strength requirements, as shown by the failure of any flexural or compressive test specimen on two (2) out of three (3) consecutive days' tests, increase the cement factor in the increments of 1/2 sack per cubic yard of concrete until the strength requirements are met and redesign the concrete mix. No increase in price or extra compensation shall be allowed the Contractor for such increase in the cement factor. Failure of all the test specimens, either flexural or compressive, on any day's run of concrete, may be cause for rejection of that particular section of pavement. In such event, submit a redesign of the concrete mix.
3. Redesign of the concrete mix by the Contractor, when required, shall include the required corrective measures as indicated by the deficiencies in the original design mix. Material samples shall be resubmitted for the laboratory check of the redesign mix. Sources of supply of materials may be changed, if desirable, at this time.

B. CONCRETE MIX CONTROL

Furnish, at the Contractor's own expense, continuous plant control of the concrete by securing the services of an independent local testing laboratory, sufficiently experienced. The following tests and inspections shall be required.

1. Check incoming aggregates, fine and coarse, for gradations, specific gravity, unit weight, abrasion wear, etc.
2. Determine moisture contents of the aggregates to adjust bin weights to comply with designs.
3. Make all concrete designs in accordance with the applicable specifications.
4. Check scales as needed for accuracy.
5. Help maintain proper slumps, as specified.
6. Send inspection reports for each day's operations.
7. Check fibrous reinforcement for conformance as specified.
8. If the characteristics of the aggregate furnished in the design are such that when mixed with the minimum allowable amount of cement and the maximum allowable amount of water, the slump and workability requirements are not met or if free water comes to the surface of the slab during finishing operations, as specified, add mineral filler or cement only to the limits provided in Paragraph 2.01D, or may be required to redesign of the concrete mix. When the finishing machine has gone over an area twice and all surface

voids are not filled, the workability shall be considered as unsatisfactory, terminate concreting operations and redesign the concrete mix.

C. LABORATORY TESTING

1. Material samples submitted for approval shall be sufficiently large to permit the Owner's independent testing laboratory-to-laboratory batch the construction of test beams to check the adequacy of the design. When the design mix has been approved, there shall be no change or deviation from the proportions thereof or sources of supply except as hereinafter provided. No concrete shall be placed on the job site until the mix design has been approved by the Engineer in writing to the Contractor.
2. The concrete shall contain not less than five (5) sacks of cement per cubic yard. Total water shall not exceed seven (7) gallons per sack of cement. The mix shall be uniform and workable. The amount of coarse aggregate (dry-loose volume) shall not be more than 85% per cubic yard of concrete.
3. The net amount of water shall be the amount added at the mixer plus the free water in the aggregate or minus the amount of water needed to compensate for absorption by the aggregates. Free water or absorption determinations shall be based on a 30 minute absorption period. No water allowance shall be made for evaporation after batching.
4. When gauged by the standard slump test, the settlement of the concrete shall not be less than 3" nor more than 5".

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01300, SUBMITTALS.
- B. Within a period of not less than 10 days prior to the start of concreting operations, submit to the Engineer a design of the concrete mix he proposes to use together with samples of materials to be incorporated into the mix and a full description of the source of supply of each material component. The design of the concrete mix shall conform to the provisions and limitation requirements of these specifications.
- C. Manufacturer's Certified Test Reports for each lot of silicone joint sealant shipped to the project site.

1.04 STANDARDS

The applicable provisions of the following standards shall apply as if written here in their entirety:

ASTM A-82	Specification for Steel Wire, Plain, for Concrete Reinforcement
ASTM A-184	Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A-185	Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement
ASTM A-615	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C-946	Standard Specification for Ready Mix Concrete
ASTM C-1077	Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation.
ASTM C-150	Specification for Portland Cement
ASTM C-293	Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C-309	Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM D-1751	Specification for Performed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
ASTM E-329	Standard Specification for Agencies Engaged in Testing and/or Inspection of Materials used in Construction

1.05 DELIVERY AND STORAGE [NOT USED]

1.06 JOB CONDITIONS

- A. Should the Contractor desire to use Type III cement in lieu of Type I, permission to do so must be secured from the Engineer in writing before use. When such use is granted, the concrete produced shall meet the requirements specified herein.
- B. When Type III cement is used, either as required on the plans or as an option to Type I cement, the average tensile strength of briquettes at the age of 28 days shall be higher than that attained at three (3) days.
- C. Any cement which, for any reason, has become partially set or which contains hard lumps or cakes shall be rejected.
- D. The following special requirements apply to this work.
 - 1. After a joint has been sealed, promptly remove surplus sealant or other residue on the pavement or structure surfaces.
 - 2. If a primer is recommended by the Manufacturer, use primer in accordance with such recommendations. When required, apply primer before installing backup material.
 - 3. Equipment compressors used for cleaning joints with suitable traps capable of removing surplus water and oil in the compressed air. The Engineer shall check the compressed air daily for contamination. Do not use contaminated air. The compressor shall be capable of delivering compressed air at a continuous pressure of at least 90 psi.
 - 4. Do not permit traffic over sealed joints until the sealant is tack free, cured sufficiently to resist displacement of the sealant due to slab movement or other causes, and until debris from traffic does not imbed into the sealant.
 - 5. Any of the following conditions at the sealed joint shall be cause for rejection and repair of the joint:
 - a. Adhesion or cohesion failure of joint sealant material.
 - b. Unsatisfactory or improper workmanship by Contractor.
 - c. Damage by Contractor's operations or public traffic.
 - d. Damage to the sealant due to displacement of the sealant from slab movements or insufficient cure before opening to traffic.

1.07 OPTIONS

Bulk cement meeting the above ASTM specifications may be used provided the manner and method of handling and storing is approved by the Engineer. When cement is delivered in bulk, the brand and the Manufacturer's name, as contained in the shipping invoices accompanying the shipment, shall be furnished to the Engineer prior to use of the cement.

1.08 GUARANTEES [NOT USED]

2.00 PRODUCTS

2.01 MATERIALS

A. CEMENT

1. Cement shall conform to ASTM C-150 for Type I. If high-early-strength Portland cement is required, it shall conform to ASTM C-150 for Type III, and current revisions.
2. Cement delivered in bags shall be marked plainly with the brand and name of the Manufacturer on the bag. A bag shall contain 94 pounds net. Bags shall be in good condition at the time of use. Bags of cement varying more than 5% from the specified weight shall be rejected, and if the average net weight of bags in any shipment, as shown by weighing 50 bags taken at random, is less than 94 pounds, the entire shipment shall be rejected. Do not use cement salvaged from discarded or used bags.

B. COARSE AGGREGATE

1. Coarse aggregate shall consist of gravel, crushed gravel, crushed stone, or a combination of these materials of which the maximum permissible percentage of deleterious substances, by weight, shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate, or similar materials	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances including friable, thin elongated, or laminated pieces	3.0%
The sum of all deleterious ingredients, exclusive of material removed by decantation, shall not exceed by weight	5.0%

2. The aggregate shall be free from an excess amount of salt, alkali, vegetable matter, or other objectionable matter. At the time of its use the aggregate shall be free from frozen material and all foreign material which may have become mixed with it in the stockpiles.
3. The coarse aggregate shall consist of sound particles having a percent of wear not more than 45 (Test Method TEX-410-A) and shall be mixed so that when tested by standard laboratory sieves, the coarse aggregate meets the following requirements:

Retained on 1-1/4" sieve	0%
Retained on 1-1/2" sieve	0% to 5%
Retained on 3/4" sieve	30% to 65%
Retained on 3/8" sieve	70% to 90%
Retained on No. 4 sieve	95% to 100%
Loss by Decantation Test Method TEX-604-A	1% max.

4. Coarse aggregate of different characteristics, though tested and approved, shall not be mixed with other aggregates; but shall be stored, batched, and weighed separately.

C. FINE AGGREGATE

1. Fine aggregate shall consist of sand or a mixture of sands with or without mineral filler. The sand or mixture of sand comprising one fine aggregate shall consist of clean, hard, durable, uncoated grains and shall be free from lumps. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains, and soft flaky particles	3.0%

2. An additional loss of 2% by decantation may be allowed provided this additional loss is material of the same quality as specified for fine aggregate or mineral filler.
 - a. The fine aggregate shall be free from an excess amount of salt or alkali and at the time of use shall be free from frozen material and foreign material.
 - b. When tested for organic impurities the fine aggregate shall not have a color darker than the standard color.
 - c. The fine aggregate shall be well graded from fine to coarse and when tested by standard laboratory sieves shall meet the following requirements:

Retained on 3/8" sieve	0%
Retained on No. 4 sieve	0% to 5%
Retained on No. 8 sieve	0% to 20%
Retained on No. 16 sieve	15% to 50%
Retained on No. 30 sieve	35% to 75%
Retained on No. 50 sieve	70% to 90%
Retained on No. 100 sieve	90% to 100%
Retained on No. 200 sieve	97% to 100%
3. Fine aggregate of different characteristics shall not be mixed prior to batching, but shall be weighed and batched separately.
4. Fine aggregate will be subjected to the sand equivalent test (test method TEX-203-F). The sand equivalent value shall not be less than 80.

D. MINERAL FILLER

Stone dust, crushed sand, or crushed shell may be added as a mineral filler, if so directed by the Engineer, in amounts not to exceed 5% of the fine aggregate to improve the workability or plasticity of the concrete mix. Such mineral filler must be of the quality specified for fine or coarse aggregate and when tested by standard laboratory sieves shall meet the following requirements:

Retained on No. 30 sieve	0%
Retained on No. 200 sieve	0% to 35%

E. MIXING WATER

Water for use in concrete and for curing shall be free from oil, acids, organic matter or other deleterious substances and shall not contain more than 1,000 parts per million of chlorides as Cl nor more than 1,000 parts per million of sulfates as SO₄. Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources shall be sampled and tested before use.

F. STEEL DOWEL BARS

Steel dowel bars, if shown and required on the plans, shall be of the size and type indicated and shall be open hearth, new billet steel of intermediate or hard grade conforming to the requirements of ASTM A-615. The free end of dowel bars shall be smooth and free of shearing burrs.

G. DOWEL CAPS

Provide dowel caps when required by the drawings. Encase one end of each dowel bar with an approved cap having an inside diameter of 1/16" greater than the diameter of the dowel bar. The cap shall be of such strength, durability, and design as to provide free movement of the dowel bar and shall be filled with a soft felt plug or shall be void in order to permit free movement of the dowel bar for a distance of 1-1/2 times the width of the expansion joint used. Securely hold the dowel caps and dowel bars in place.

H. BAR COATING

When bar coating is required, the material may be any standard grade of oil asphalt and shall be applied hot.

I. STEEL BAR REINFORCEMENT

Steel reinforcing bars shall be of the size and type indicated and shall be open hearth new billet steel of structural, intermediate, or hard grade, ASTM A-615, Grade 60 or shall be rail steel concrete reinforcement bars, ASTM A-616, Grade 60. Steel shall be bent cold. When tie bars are to be bent they shall be Grade 40 conforming to requirements of ASTM A-615.

J. REINFORCING MATS

When deformed bars are specified, the forms of the bar shall be such as to provide a net sectional area at all points equivalent to that of a plain square or round bar of equal nominal size. Fabricated steel bar or rod mats shall meet the current requirements of ASTM A-184.

OPTIONAL

K. STEEL WIRE FABRIC REINFORCEMENT

When steel wire fabricated reinforcement is specified, or permitted as an option, the wire fabric shall conform to the gauge and wire spacing shown on the plans and the requirements of ASTM A-82. Longitudinal and transverse wires shall be electrically welded together at all points of intersection and the welds shall be of sufficient strength so not to break during handling or placing. Welding and fabrication of the fabric sheets shall conform to the requirements of ASTM A-185. Welded steel wire fabric shall be furnished in flat sheets as per plan dimensions and steel fabric having been previously bundled into rolls shall not be accepted. If wire fabric is used, it shall replace only the longitudinal and transverse bars. The tie bars and load transmission units at joints shall not be affected.

[See Note 1 of Notes to Specifier.]

L. FIBER REINFORCEMENT

1. Synthetic Fiber: **[Monofilament] [or] [fibrillated]** polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, **[1/2 to 1-1/2 inches (13 to 38 mm)]** <Insert dimensions> long.
 - a. **[Available]** Products:
 - 1) Monofilament Fibers:
 - a) Axim Concrete Technologies; Fibrasol IIP.
 - b) Euclid Chemical Company (The); Fiberstrand 100.
 - c) FORTA Corporation; Forta Mono.
 - d) Grace, W. R. & Co.--Conn.; Grace MicroFiber.
 - e) Metalcrete Industries; Polystrand 1000.
 - f) SI Concrete Systems; Fibermix Stealth.
 - g) <Insert manufacturer's name; product name or designation.>
 - 2) Fibrillated Fibers:
 - a) Axim Concrete Technologies; Fibrasol F.
 - b) FORTA Corporation; Forta.
 - c) Euclid Chemical Company (The); Fiberstrand F.
 - d) Grace, W. R. & Co.--Conn.; Grace Fibers.
 - e) SI Concrete Systems; Fibermesh.
 - f) <Insert manufacturer's name; product name or designation.>

[See Note 2 of Notes to Specifier.]

M. DRAINAGE COURSE

The crushed stone drainage course shall be Class 1 aggregate fill as specified in Section 02256, AGGREGATE FILL CLASSIFICATIONS.

[See Note 3 of Notes to Specifier.]

N. GEOTEXTILE

The geotextile shall be as specified in Section 02261, GEOTEXTILE - SOIL STABILIZATION.

2.02 MIXES

Concrete shall be composed of Type I cement or Type III cement, coarse aggregate, fine aggregate, mineral filler, and water. Type III cement shall be used only when specifically approved by the Engineer in writing and the concrete made therewith shall be subject to all applicable provisions of these specifications. Mix shall comply with approved laboratory design or adjusted mix proportions.

2.03 RELATED MATERIALS

A. PAVEMENT MARKINGS

1. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type [I] [II] or AASHTO M 248, Type [N] [F].
 - a. Color: [White] [Yellow] [Blue] [As indicated] <Insert color>.
2. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than [3] [45] minutes.
 - a. Color: [White] [Yellow] [Blue] [As indicated] <Insert color>.
3. Glass Beads: AASHTO M 247, Type 1.

B. WHEEL STOPS

1. Wheel Stops: Precast, air-entrained concrete, [2500-psi (17.2-MPa)] <Insert strength> minimum compressive strength, [4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 72 inches (1820 mm) long] <Insert dimensions>. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - a. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.
2. Wheel Stops: Solid, integrally colored, 96 percent recycled HDPE or commingled postconsumer and postindustrial recycled plastic; UV stabilized; [4 inches high by 6 inches wide by 72 inches long] <Insert dimensions>. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - a. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.

2.04 MANUFACTURED PRODUCTS

A. REINFORCEMENT CHAIRS

Reinforcing steel, tie bars, dowels, etc., shall be placed and held securely in place during placing of concrete by steel or plastic chairs approved by the Engineer. These chairs shall be placed at every other intersection of longitudinal and transverse bars.

B. JOINT FILLER

Joint filler shall consist of boards or a pre-molded bituminous fiber of the size, shape, and type indicated.

1. Redwood Boards: Boards used as a filler shall be sound heartwood obtained from redwood. Boards shall be of selected stock and shall be free from sapwood, knots, cluster bird's-eye, checks, and splits. Occasional sound or hollow bird's-eye, when not in

clusters, shall be permitted, provided the board is otherwise free of any defects that may impair the usefulness as a joint filler. The board, when tested in the condition as used in the pavement, shall have a compressive resistance of not more than 1,500 pounds per square inch in compressing to 1/2 of its original thickness.

2. Fiber Board: Fiber used for filler shall be preformed strips which have been formed of cane or other suitable fibers of a cellulose nature securely bound together and uniformly and thoroughly impregnated with a suitable asphaltic binder. Fiber joint fillers shall meet the requirements of ASTM D-1751.

C. JOINT SEALING MATERIAL

1. The sealant shall be furnished in a one-part silicone formulation which does not require a primer for bond to concrete. The compound shall be compatible with the surface to which it is applied. Acid cure sealants are not acceptable for use on concrete. Apply the sealant with a pressure applicator that forces it into the joint. Silicone rubber joint seals shall exhibit an adequate bond to concrete when subjected to testing.
2. The silicone sealant shall meet the requirements of Table I. Sealant may be accepted for immediate use on the basis of Manufacturer's certified test results which indicate the material meets the requirements of Table I. Each lot of sealant shall be delivered in containers plainly marked with the Manufacturer's name or trademark and a lot number. The Manufacturer shall furnish certified test results of each lot of joint sealant shipped to the project. The Manufacturer shall also indicate the date of shipment on each lot. Material shall not be used after six (6) months from the date of shipment from the manufacturer without first being sampled and tested. Foam back-up rod may be accepted based on visual inspection by the Engineer.

D. MEMBRANE CURING COMPOUND

[Specifier should select type of curing compound, Typically Type 2, White is used]

1. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
2. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
3. Water: Potable.
4. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
 - a. **[Available]**Products:
 - 1) Axim Concrete Technologies; Cimfilm.
 - 2) Burke by Edeco; BurkeFilm.
 - 3) ChemMasters; Spray-Film.
 - 4) Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
 - 5) Dayton Superior Corporation; Sure Film.
 - 6) Euclid Chemical Company (The); Eucobar.
 - 7) Kaufman Products, Inc.; Vapor Aid.
 - 8) Lambert Corporation; Lambco Skin.
 - 9) L&M Construction Chemicals, Inc.; E-Con.
 - 10) MBT Protection and Repair, ChemRex Inc.; Confilm.
 - 11) Meadows, W. R., Inc.; Sealtight Evapre.
 - 12) Metalcrete Industries; Waterhold.
 - 13) Nox-Crete Products Group, Kinsman Corporation; Monofilm.
 - 14) Sika Corporation, Inc.; SikaFilm.
 - 15) Symons Corporation; Finishing Aid.
 - 16) Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
 - 17) <Insert manufacturer's name; product name or designation.>

5. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

a. **[Available]** Products:

- 1) Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
- 2) Burke by Edoko; Aqua Resin Cure.
- 3) ChemMasters; Safe-Cure Clear.
- 4) Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
- 5) Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
- 6) Euclid Chemical Company (The); Kurez DR VOX.
- 7) Kaufman Products, Inc.; Thinfilm 420.
- 8) Lambert Corporation; Aqua Kure-Clear.
- 9) L&M Construction Chemicals, Inc.; L&M Cure R.
- 10) Meadows, W. R., Inc.; 1100 Clear.
- 11) Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
- 12) Symons Corporation; Resi-Chem Clear.
- 13) Tamms Industries Inc.; Horncure WB 30.
- 14) Unitex; Hydro Cure 309.
- 15) Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
- 16) <Insert manufacturer's name; product name or designation.>

6. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

a. **[Available]** Products:

- 1) Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
- 2) Burke by Edoco; Resin Emulsion White.
- 3) ChemMasters; Safe-Cure 2000.
- 4) Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
- 5) Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
- 6) Euclid Chemical Company (The); Kurez VOX White Pigmented.
- 7) Kaufman Products, Inc.; Thinfilm 450.
- 8) Lambert Corporation; Aqua Kure-White.
- 9) L&M Construction Chemicals, Inc.; L&M Cure R-2.
- 10) Meadows, W. R., Inc.; 1200-White.
- 11) Symons Corporation; Resi-Chem White.
- 12) Tamms Industries, Inc.; Horncure 200-W.
- 13) Unitex; Hydro White.
- 14) Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.
- 15) <Insert manufacturer's name; product name or designation.>

E. PAVEMENT MARKINGS

1. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type [I] [II] or AASHTO M 248, Type [N] [F].
 - a. Color: [White] [Yellow] [Blue] [As indicated] <Insert color>.
2. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than [3] [45] minutes.
 - a. Color: [White] [Yellow] [Blue] [As indicated] <Insert color>.
3. Glass Beads: AASHTO M 247, Type 1.

F. WHEEL STOPS

1. Wheel Stops: Precast, air-entrained concrete, [2500-psi (17.2-MPa)] <Insert strength> minimum compressive strength, [4-1/2 inches (115 mm)] high by 9 inches (225 mm) wide by 72 inches (1820 mm) long <Insert dimensions>. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.

- a. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.
2. Wheel Stops: Solid, integrally colored, 96 percent recycled HDPE or commingled postconsumer and postindustrial recycled plastic; UV stabilized; **4 inches (100 mm) high by 6 inches (150 mm) wide by 72 inches (1820 mm) long** <Insert dimensions>. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - a. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.

G. CONCRETE MIXTURES

1. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
 - a. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
2. Proportion mixtures to provide normal-weight concrete with the following properties:
 - a. Compressive Strength (28 Days): **4500 psi** **4000 psi** **3500 psi** **3000 psi** <Insert strength>.
 - b. Maximum Water-Cementitious Materials Ratio at Point of Placement: **0.45** **0.50** <Insert ratio>.
 - c. Slump Limit: **4 inches** **5 inches** **8 inches** <Insert dimension>, plus or minus **1 inch (25 mm)**.
3. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - a. Air Content: **5-1/2** **4-1/2** **2-1/2** percent plus or minus 1.5 percent for **1-1/2-inch (38-mm)** nominal maximum aggregate size.
 - b. Air Content: **6** **4-1/2** **3** percent plus or minus 1.5 percent for **1-inch (25-mm)** nominal maximum aggregate size.
 - c. Air Content: **6** **5** **3-1/2** percent plus or minus 1.5 percent for **3/4-inch (19-mm)** nominal maximum aggregate size
4. Limit water-soluble, chloride-ion content in hardened concrete to **0.15** **0.30** percent by weight of cement.
5. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - a. Use [water-reducing admixture] [high-range, water-reducing admixture] [high-range, water-reducing and retarding admixture] [plasticizing and retarding admixture] in concrete, as required, for placement and workability.
 - b. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
6. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements **[for concrete exposed to deicing chemicals.] [as follows:]**
 - a. Fly Ash or Pozzolan: 25 percent.
 - b. Ground Granulated Blast-Furnace Slag: 50 percent.
 - c. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
7. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than **1.0 lb/cu. yd.** **1.5 lb/cu. yd.** <Insert dosage>.

2.05 EQUIPMENT

A. GENERAL

The equipment necessary for the construction of this item shall be on the project and shall be approved by the Engineer as to condition before the Contractor is permitted to begin construction operations on which the equipment is to be used.

B. FIELD LABORATORY

A field laboratory structure shall be required only when specifically required and provided for in the Special Provisions.

C. CEMENT WEIGHING AND BATCHING EQUIPMENT

Where bulk cement is used, the method of handling and the handling equipment shall be inspected and approved by the Engineer. Cement shall be fully protected from contamination or damage during handling.

1. Cement shall be batched by weight and scales shall be of the beam or springless dial type and shall be the product of a reputable manufacturer. Scales not accurate to a tolerance of four (4) pounds per 1,000 pounds net load in the hopper shall not be used. The value of the minimum gradation on any type scale shall not be greater than five (5) pounds.
2. The scales shall be so constructed as to indicate to the operator that the required load in the hopper or container is being approached; similarly they shall also indicate when the hopper or container is empty. The indicator shall show at least the last 50 pounds of the load. After cement is weighed, protect cement from damage or loss in handling or in transit.

D. AGGREGATE WEIGHING EQUIPMENT

Aggregate weighing equipment shall conform to the following general requirements and shall be approved by the Engineer prior to use.

1. The storage bins shall be of a suitable size and shape to adequately meet the needs of the weighing and batching equipment. The framework and foundation shall be adequate to support the total imposed loads.
2. The weighing hopper or container shall be of sufficient size and tight enough to hold the entire load without leakage, shall be supported entirely upon the scales, and shall be free of other supports. The hopper or container shall be so constructed as to permit easy and sufficient removal of any overload. The discharge gate shall have a substantial latch which holds tightly in place during introduction of the aggregate into the hopper. When more than one aggregate size is to be weighed in a single hopper there shall be a separate compartment for each size so arranged that each could be discharged separately and the overload of any compartment easily removed.
3. Scales shall conform to the requirements as provided under Section 2.05C of this specification and in addition thereto the indicator requirement (paragraph 2) shall be amended to show at least the last 200 pounds of the load.
4. Aggregate weighing equipment shall be fully loaded for five (5) hours before testing and using in order to allow settlement and adjustment under working conditions.

E. PLANER AND TEMPLATES

1. A subgrade planer shall be furnished and shall be operated immediately ahead of the paving operations. The planer shall be equipped with adjustable blades which trim the subgrade to the exact section as shown on the plans. The planer shall be supported on wheels that travel on the side forms and shall be so constructed on wheels that are plainly visible during operations and must be heavy enough to remain on the form at all times. The frame shall be of such strength and rigidity that should the support of the planer be transferred from the wheels to the center, there shall not be a deflection of more than 1/8".

2. A template shall be provided having adjustable rods projecting downward at 1' intervals. The bottom of these rods shall be adjusted to the true cross-section of the bottom of the slab when the template rests upon the side forms. The template shall be of sufficient strength and rigidity that the deflection at the center shall be no greater than 1/8", should the support be transferred to that point.

F. MIXER

Unless otherwise provided for or approved by the Engineer, the paving mixer shall be of a capacity of not less than a 27-E paver; mixer rating to be as established by the Mixer Manufacturer's Bureau of the Associated General Contractors. The paving mixer shall be provided with a boom and bucket for placing concrete or with a full width mechanical spreading or placing machine of approved design. The motor shall be provided with a governor to regulate the speed of the mixer drum within a limit of 16 to 20 revolutions per minute. The mixer shall be equipped with an automatic attachment for satisfactorily timing the mix and locking the discharging device so as to prevent the discharging of the mixer until the materials have been mixed together for the minimum time required. This attachment shall be operated independently of the drum and shall have a bell in operation at all times to indicate the completion of the mixing time. The bell shall be such that it can be plainly heard at a distance of 50' from the mixer.

1. Dual drum mixers may be used provided their operations shall be properly synchronized so as to permit a minimum mixing time of 60 seconds exclusive of the time required to transfer the materials from the first to the second drum.
2. The distribution bucket shall be tightly constructed and of a sufficient capacity to hold an entire batch of concrete. The discharge gate shall be so constructed as to give a uniform distribution of the concrete on the subgrade without segregation.
3. The paver shall be equipped with a water measuring device of sufficient accuracy that it will measure the water within one (1) percent of the amount required per batch. The measuring device shall be so constructed that it opens to atmospheric pressure when the measured amount of water is in it and shall be so placed and constructed that the measured amount of water required for a single batch of concrete can be discharged into a calibrated tank or weighing device. The water measuring device shall be checked daily for accuracy.
4. When the use of a mixer of a capacity less than 27-E paver is permitted, it shall be of an approved type and so designed as to positively insure the uniform distribution of the materials throughout the mass and insure the discharge of the batch without segregation.

G. FORMS

The side forms shall be metal, of approved cross-section and bracing, of a height not less than the prescribed edge thickness of the concrete section, and a minimum of 10' in length for each individual form. Forms shall be of ample strength and shall be provided with adequate devices for secure setting so that when in place forms withstand the impact and vibration of equipment imposed thereupon without appreciable springing or settlement. In no case shall the base width be less than 8" for a form 8' or more in height. The forms shall be free from warps, bends, or kinks and shall show no variation from the true plane for face or top. Each 10' length of forms shall be provided with at least three (3) pins for securely staking in position. Sufficient forms shall be provided for satisfactory prosecution of the work. Ten (10) foot metal form sections shall be used in forming curves with a 250' and larger radius. For curves with a radius of less than 250', acceptable flexible metal forms or wood forms may be used upon approval of the Engineer.

H. FINISHING EQUIPMENT

Pavement shall be machine **[or hand finished]** except as hereinafter provided. The finishing machine shall be power-driven, equipped with two (2) screeds, and a tamp. The finishing machine shall be so designed, equipped, and operated as to strike off, consolidate, and compact the concrete. Strike-off grade shall be to the flowline of the gutter.

1. Alternate floating and finishing equipment may be substituted for the equipment specified herein, when approved by the Engineer in writing, provided the finished surface conforms to the surface test requirements of Paragraph 3.07.
2. Hand finishing shall not be permitted except in intersections, driveways, and parking areas inaccessible to a finishing machine. Provide a strike template 2" x 6" lumber at least 2' longer than the width of the pavement to be finished. The strike template shall be so constructed as to leave a sufficient amount of concrete above the finished surface to allow for tamping. The tamping template shall be cut to the crown section and shall have a 3/8" steel face. There shall also be provided a hand operated longitudinal float with wood face, of approved design, 12' to 16' in length, or an approved type of mechanical float with not less than 10' of longitudinal screed. There shall be furnished a sufficient number of bridges for the operation of the longitudinal float and for finishing all joints. Furnish edging and finishing tools required to complete the slab in accordance with the plans and specifications.
3. Furnish a belt of canvas-rubber composition, two to four ply, not less than 8" nor more than 10" wide, and at least 2' longer than the width of the slab, or furnish a burlap drag consisting of not less than two (2) layers of burlap, not less than 3' wide, and at least 2' longer than the width of the pavement.
4. Furnish and maintain at least two (2) standard 10' straightedges on the job at all times.

3.00 EXECUTION

3.01 PREPARATION

Prepare subgrade to receive the pavement **[geotextile and drainage course]** as specified in Section 02219, EXCAVATION and Section 02254, COMPACTED EARTH FILL and Section 02247, LIME STABILIZED SUBGRADE. **[Include if required.] [See Note 4 of Notes to Specifier.]** Any section of the subgrade which does not meet the requirements of those sections of the specifications immediately prior and following to the placement of the geotextile and drainage course shall be reprocessed and re-compacted to be in full compliance with specification requirements.

3.02 INSTALLATION

[OPTIONAL]

A. GEOTEXTILE

Install the geotextile on the prepared subgrade as indicated and as specified in Section 02261, GEOTEXTILE - SOIL STABILIZATION.

B. DRAINAGE COURSE

1. Install the drainage course on the prepared subgrade in conjunction with the geotextile as indicated and as specified in Section 02261, GEOTEXTILE - SOIL STABILIZATION.
2. After being spread to the specified thickness, compact the drainage course by rolling with a minimum of eight (8) passes of a vibratory roller of the type specified in Section 02254, COMPACTED EARTH FILL, Paragraph 3.05, COMPACTION. The drainage course shall not require specific compaction testing, but shall receive not less than eight (8) passes by the specified vibratory roller. Increase the number of passes, if necessary, to fully densify and interlock the aggregate particles.
3. The completed surface of the drainage course shall be within a tolerance of +0.00' and - 0.04' of the lines and grade indicated. The minimum thickness of the drainage course at any point in the completed course shall not be less than the thickness indicated on the plans.
4. If regrading or reshaping of the surface of the drainage course is required to meet the specified tolerances, reroll the surface with the vibratory roller as specified.

5. Protect the completed drainage course from all traffic which might loosen, contaminate with soil or otherwise damage the course, until the next course of surface course is installed. If the drainage course should become contaminated with soil from runoff or otherwise, replace those contaminated areas prior to proceeding with the next course.

3.03 PLACING AND REMOVING FORMS

Set forms to line and grade at least 100', where practicable, in advance of the paving operations. Adequately stake forms with at least three (3) pins per 10' section. Forms shall be capable of resisting the pressure of concrete placed against them and the thrust and the vibration of the construction equipment operating upon them without appreciable springing or settlement. Neatly and tightly join the forms and set with exactness to the established grade and alignment. Forms must be in firm contact with the subgrade throughout the length and base width. If the subgrade becomes unstable, reset the forms using heavy stakes or other additional supports as necessary to provide the required stability.

- A. When forms settle over 1/8" under finishing operations, stop paving operations, reset the forms to line and grade, and bring the pavement to the required section and thickness.
- B. Thoroughly clean forms after each use and oil forms before reuse.
- C. Forms shall remain in place until the concrete has taken its final set. At the time the forms are removed, bank earth against the sides of the slab and immediately and thoroughly wet.
- D. Form super-imposed curb from the flow line of the gutter to the top of curb. Expansion joints in the curbs shall conform to the joint locations in the slab.

3.04 PLACING REINFORCING STEEL, TIE, AND DOWEL BARS

Reinforcing steel, welded wire mesh, tie bars, dowels, etc. shall conform to the provisions set out under Paragraph 2.01 F-K and 2.04A and shall be placed as shown on the plans. Reinforcing shall be clean, free from rust in the form of loose or objectionable scale, and of the type, size, and dimensions shown on the plans. Securely wire reinforcing bars together at all intersections and splices and securely wire to each dowel and load transmission unit intersected. Install bars in their required position.

- A. Install reinforcing bars and bar mats in the slab at the required depth below the finished surface and support by and securely wiring to reinforcement chairs installed on prescribed longitudinal and transverse centers as shown by section and detailed drawings on the plans. After the reinforcing steel is securely installed above the subgrade, there shall be no loading imposed upon (or walking upon) the bar mats or individual bars before or during the placing or finishing of the concrete.
- B. Where welded wire fabric reinforcement mats are necessary, place and stuck off the concrete by means of a template to the depth below the finished surface as specified for the location of the mesh. Place welded wire mats, conforming to the specified side lap and end splice requirements upon the struck surface, and place the remainder of the concrete with finishing operations proceeding immediately. There shall be no loading imposed upon the mesh mats after installation in the slab concrete.
- C. Expansion joints or dummy joints which may require an assembly of parts supported by special devices shall be completely assembled and rigidly supported in the correct position well in advance of the placing of concrete.

3.05 JOINTS

- A. EXPANSION JOINTS

Install expansion joints perpendicular to the surface and to the center line of the pavement at the locations indicated. Joint filler shall be a pre-molded asphaltic type or redwood boards of the size and shape specified. The oven-dry weight of the wood shall not exceed 30 pounds per cubic foot. Board joint material with less than 25% of moisture at the time of installation shall be thoroughly wetted on the job. Green lumber of much higher moisture content is desirable and acceptable.

1. Appropriately drill the joint filler to admit the dowel bars. Extend the bottom edge of the filler to or slightly below the bottom of the slab and hold the top edge approximately 1/2" below the finished surface of the pavement in order to allow the finishing operations to be continuous. Where the joint filler is of a pre-molded asphaltic type, protect the top edge by a metal cap of at least 10 gauge material having flanges not less than 1-1/2" in depth. The channel cap may remain in place during the joint finishing operations to serve as a guide for tooling the edges of the joint. After the removal of the side forms, carefully open the ends of the joints at the edges of the slab for the entire depth of the slab. The joint filler may be composed of more than one length of board in the length of the joint, but no board of a length less than 6' may be used unless otherwise shown on the plans.
2. Where a monolithic curb or a separate curb and gutter is used, the expansion joints therein shall coincide and be continuous with the pavement joint and of the same size and type.
3. When the pavement is adjacent to or around existing structures, construct expansion joints in accordance with the details shown on the plans.
4. Install dowel bars through the pre-drilled joint filler and rigidly support in true horizontal and vertical positions by an assembly of bar chairs and dowel holders welded to transverse bars extending across the slab and placed on each side of the joint.

B. CONTRACTION JOINTS

Install contraction joints at the locations and at the intervals indicated. Construct the joints by sawing to the width and to the depth indicated. Saw joints into the completed pavement surface as soon after initial concrete set as possible to control cracking, but with enough lapsed time to prevent any damage by blade action to the slab surface and to the concrete immediately adjacent to the joint. Restore any portion of the curing membrane which has been disturbed by sawing operations by spraying the areas with additional curing compound. In the absence of joint sawing instructions on the plans, conduct and complete sawing operations within a time period of five (5) to 12 hours after the concrete slab is poured including the sealing operation.

C. CONSTRUCTION JOINTS

Construct construction joints formed at the close of each day's work or when the placing of concrete has been stopped for 30 minutes or longer by use of metal or wooden bulkheads cut true to the section of the finished pavement and clean and oil. Wooden bulkheads shall have a thickness of not less than 2-1/2". Longitudinal bars shall be continuous through the construction joints. Securely hold the bulkheads in place in a plane perpendicular to the surface and at right angles to the center line of the pavement. Round edges to a 1/4" radius. Remove any surplus concrete on the subgrade upon the resumption of the work. In no case shall an emergency construction joint be placed within 8' following a regular installation of expansion or contraction joint. If the emergency construction joint should fall within this limitation, remove the concrete back to the previously installed joint.

D. LONGITUDINAL PARTING STRIPS

Accurately place longitudinal parting strips or planes of weakness, when required.

E. LONGITUDINAL CONSTRUCTION JOINTS

Longitudinal construction joints shall be of the type indicated. Longitudinal construction joints shall be constructed accurately to the required lines in order to coincide with traffic lane lines. No width between longitudinal construction joints shall exceed 24', unless specifically

authorized or directed by the Engineer in writing. Construct concrete curbs as an integral part of the pavement.

3.06 MIXING

Mix concrete in an approved method conforming to the requirements of this specification. Ready-mix concrete shall be permitted in lieu of the paver-mixer. When ready-mix concrete is used, provisions of ASTM C-94 Alternate No. 2 shall govern. Materials for concrete placed in pavements shall conform to the requirements of the governing item of this specification.

A. BATCH MIXING INCLUDING MATERIAL TRANSPORTATION

Mix the concrete in a batch-mixer, as indicated and only in the quantities required for immediate use. The mixing of each batch shall continue for a period of not less than one (1) minute after all materials comprising the batch are in the mixer. The mixer discharge gate shall be locked by the automatic timing device until the required time has elapsed. The entire contents of the drum shall be discharged before any materials are placed therein for the succeeding batch. Retempering or remixing shall not be permitted.

1. Batch boxes, containers, or vehicle bodies used in transporting material from the proportioning plant to the mixers shall be tight and of a sufficient size to hold a batch of maximum size with a margin of safety to prevent spillage. The batch must be protected when hauling is in progress so as to positively prevent any loss of material and minimize loss of moisture by evaporation. On long length hauls, this may require tarpaulin covers. Partitions intended to separate batches shall be adequate and effective in preventing material spilling from one compartment into another while in transit or when being dumped.
2. When cement is transported in the original package, do not empty from the bags at a greater distance from the mixer than 1,000'.
3. The mixer shall produce a concrete of uniform consistency and appearance. Correct spilling of the mixer by reducing the size of the batch. When a 27-E mixer is used, a maximum overload of 20% above the rated capacity of the mixer shall be permitted. In other size mixers, a maximum overload of 10% above the rated capacity of the mixer shall be permitted. Replace pick-up and throw-over blades inside the mixer drum when worn down 3/4".
4. When the use of a mixer of a capacity greater than that of a
5. 27-E mixer is used, increase the mixing time to 1-1/2 minutes.
6. Do not use concrete which has developed initial set or has been mixed longer than 30 minutes.
7. Thoroughly clean the mixer each time when out of operation for more than 30 minutes.

B. TRANSIT MIXING

When transit mixing is used, the transit mixer shall be of an approved revolving drum or revolving blade type so constructed as to produce a thoroughly mixed concrete with a uniform distribution of the materials throughout the mass and shall be equipped with a discharge mechanism which insures the discharging of the mixed concrete without segregation.

1. The mixer drum shall be water-tight when closed and equipped with a locking device which automatically prevents the discharging of the mixer prior to receiving the required number of revolutions.
2. Accurately measure the entire quantity of mixing water by visible calibrated mechanism. Leaking water valves shall be considered as ample reason for condemnation of the mixer unit by the Engineer and removal from the job. Mix each batch not less than 70 nor more than 100 revolutions at the rate of rotation specified by the Manufacturer as mixing speed. Any additional mixing shall be done at a slower speed specified by the Manufacturer for agitation, and shall be continuous until the batch is discharged.

3. Truck mixers shall be equipped with actuated counters by which the numbers of revolutions of the drum may be readily verified. The counters shall be actuated at the time of starting mixing at mixing speeds.
4. The rate of delivery of the mixed concrete shall be such that the interval between loads shall not exceed 10 minutes. Deliver the concrete to the site of the work and discharge from the mixer within a period of 90 minutes, or before the drum has been revolved 300 revolutions, whichever comes first, after the introduction of the mixing water with the dry materials.

C. CENTRAL MIXING PLANT

A central mixing plant shall be allowed provided the method of mixing and handling has first been approved by the Engineer and concrete produced is in conformity with the specification requirements as herein provided.

1. Mix the concrete in a batch mixer of approved type and in the same manner as indicated.
2. Haul the concrete in vehicles so constructed and operated as to provide continuous mechanical agitation during the transportation period. The rate of delivery of the mixed concrete shall be such that the interval between loads shall not exceed 10 minutes. Deliver the concrete to the site of the work and discharge from the transporting vehicle within a period of 90 minutes after the introduction of water into the batch at the central mixing plant.

D. COMMERCIAL CONCRETE PLANTS

In the event the Contractor elects to use concrete produced by a commercial concrete plant, an agreement shall be drawn and executed by the responsible executive management of said plant granting the Engineer ingress and egress to all parts of the plant with full authority to have any and all required tests of aggregates and to observe all batching plant and/or central mixing plant operations. This regulatory access shall be applicable only to the concrete produced by the commercial plant for the work herein specified.

3.07 CONCRETE PLACEMENT

Unless otherwise provided for on the plans, the full width of the finished pavement shall be constructed monolithically. Rapidly deposit the concrete on the crushed stone drainage course in successive batches and distribute to the required depth and for the entire width of the pavement by shoveling or other approved methods. Where bar mats or wire mesh reinforcing is specified, see Paragraph 3.04A and B for method of concrete placement. Do not use rakes in handling concrete. The placing operation shall be continuous. At the end of the day, or in case of unavoidable interruption or delay of more than 30 minutes, place a transverse construction joint at the point of work stoppage, provided the point at which work has been suspended is not less than 8' from the last regularly established joint. If the length is less than 8', remove the concrete back to the last regularly established joint. (Refer Paragraph 3.05C.)

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.

- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- J. Screed pavement surfaces with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control

temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.08 FINISHING

A. MACHINE FINISHING

When the concrete has been deposited, level and strike off concrete to such elevation that when mechanically screeded and tamped the concrete is thoroughly compacted and finished to the required line, grade, and section with surface voids filled. Where bar mats or wire mesh reinforcing is specified, see Paragraph 3.04A and B for method of procedure.

1. After the finishing machine has processed the concrete surface, use the longitudinal float on the surface. Operate the float from parallel bridges or float carriages moving on the side forms. Operate the float transversely across the slab with a sawing motion, always maintaining the float parallel to the center line of the pavement, in such a manner as to remove variations in the surface. Add concrete to fill minor depressions, if needed, during the longitudinal floating operation. The longitudinal float shall not be moved ahead more than 1/2 its length at each time. The longitudinal float must be maintained straight and free from warp at all times. Take care to preserve the true cross-section of the pavement.
2. While the concrete is still workable, test for irregularities with a 10' straightedge placed parallel to the center line of the pavement so as to bridge depressions and to touch high spots. Ordinates measured from the face of the straightedge to the surface of the pavement shall at no place exceed 1/16" per foot from the nearest point of contact, and in no case shall the maximum ordinate to a 10' straightedge be greater than 1/8". Rework and refinish any surface not within the tolerance limits.
3. While the concrete is still workable, give the surface final belting in order to produce a uniform surface of gritty texture. This belting shall be of short, rapid, transverse strokes combined with a longitudinal sweeping motion. When the burlap drag is permitted in lieu of the belting, accomplish the burlap drag finish by drawing a wet drag over the surface in a longitudinal direction to produce a uniform surface of a gritty nature.
4. Carefully tool the edges of slabs and joints requiring edging with an edger, of the radius required by the plans, at the time the concrete begins to set and becomes non-workable. Leave work smooth and true to lines.

B. HAND FINISHING

1. Hand finishing shall be permitted only in intersections, driveways, and parking areas inaccessible to a finishing machine.
2. When the hand method of striking off and consolidating is permitted, level and strike off the concrete, as soon as placed, and screed to such elevation above grade that when consolidated and finished the surface of the pavement is at the grade elevation shown on the plans. Vibrate the entire surface to consolidate the concrete so as to insure maximum compaction and a minimum of voids. For the strike off and consolidation, provide both a strike template and tamping template on the work. Once in operation, move the strike template forward with a combined longitudinal and transverse motion and manipulate so that neither end of the template is raised from the forms during the striking off process. Keep a slight excess of material in front of the cutting edge at all times.
3. The longitudinal floating, straight edging, belting, and joint finishing shall be as specified above.

3.09 CURING

- A. The curing of concrete pavement shall be thorough and continuous throughout the entire curing period. Failure to provide proper curing as specified herein shall be considered sufficient cause for immediate suspension of the paving operations. The curing method specified herein does not preclude the use of any of the other commonly used methods of curing, and the Engineer may approve them if so requested by the Contractor. If any selected method of curing does not afford the desired results, the Engineer shall have the right to order that another method of curing be instituted. Immediately after the finishing of the surface, cover the pavement with a continuous, uniform, water-impermeable coating. The impermeable coating shall be of the type specified in Paragraph 2.04-D. After removal of the side forms, the sides of the slab shall receive a like coating before earth is banked against them. Apply the solution under pressure with a spray nozzle in such a manner as to cover the entire surfaces thoroughly and completely with a uniform film.
- B. The rate of application shall be such as to ensure complete coverage and shall not exceed 200 square feet per gallon of curing compound when applied mechanically and 150 square feet per gallon of curing compound when applied by hand sprayers. When thoroughly dry, it shall provide a continuous and flexible membrane, free from cracks or pinholes, and shall not disintegrate, check, peel, or crack during the curing period. If for any reason the seal is broken during the curing period, immediately repair the seal with additional sealing solution.
- C. When tested in accordance with ASTM C-156, the curing compound shall provide a film which will have retained within the test specimen the following percentages of the moisture present in the specimen when the curing compound was applied:

<u>Time</u>	<u>Retained Moisture (Min.)</u>
After 24 hours	97%
After 3 days	95%
After 7 days	91%

3.10 CLEANING JOINTS

Immediately after sawing the joint, completely remove the resulting slurry from the joint and clean the immediate area by flushing with a jet of water under pressure, and by the use of other tools as necessary. After flushing, blow out the joint with compressed air. When the surfaces are thoroughly clean and dry and just before the joint sealer is placed, use compressed air having a pressure of at least 90 psi to blow out the joint and remove traces of dust. Equip air compressors, used for cleaning joints, with suitable traps capable of removing surplus water and oil in the compressed air.

- A. In the event freshly cut sawed joints become contaminated before they are sealed, reclean the joints as outlined above.
- B. Cleaning methods shall not alter the joint profile, including rounding of the top corners, or alter the texture of the concrete riding surface. Accomplish cleaning of the joint faces by sandblasting.

3.11 INSTALLING BACKER-ROD IN JOINT

Prior to placing the backer-rod, thoroughly dry and clean the joint. Complete any necessary cleaning, air blasting, or air-drying before placing backer-rod and sealant. If backer-rod specified for applicable joint detail are on joints less than 1" wide after cleaning, install a round backer-rod of resilient material, compatible with silicone sealant, and slightly oversized to prevent movement during the sealing operation in the joint at the depth specified on the appropriate joint detail in the plans. The thickness of the backer-rod shall be greater after squeezing it into the joint and some "rebound" may occur allowance must be made for this to ensure placing at correct depth. Backer-

rod shall be a readily compressible, non-reactive, non-absorptive type material such as expanded closed cell polyethylene foam rod.

3.12 INSTALLING SILICONE SEALANT

- A. The installation of the silicone sealant is to be done as soon after cleaning and after placing the backer-rod as reasonably possible to ensure that joint is still clean and dry. In the event the joint does become contaminated, damp, or wet, remove the backer-rod, clean and dry the joint, and reinstall a new backer-rod prior to placing the sealant material. The sealant material used shall be a low modulus silicone sealant material as specified. The temperature of the concrete surface and air at time of placement must be 40 degrees Fahrenheit or higher. Apply the silicone sealant by pumping only.
- B. The pump shall be of sufficient capacity to deliver the necessary volume of material to completely fill the joint to the specified width and height of sealant in one (1) pass. The nozzle shall be of sufficient size and shape to closely fit into the joint and introduce the sealant inside the joint with sufficient pressure to prevent voids occurring in the sealant and to force the sealant into contact with the joint faces. Tool the sealant, after being placed, to provide the specified recess depth, thickness, and shape of sealant. Apply sufficient force or pressure to the sealant in this tooling operation to force the sealant against the joint faces to ensure satisfactory wetting and bonding of the sealant to the joint faces. The silicone sealant is not self-leveling and will not position itself correctly in the joint under its own weight. Place the sealant to reasonably close conformity with the dimensions and shape shown on the plans. Any unreasonable deviation shall be cause for rejection and necessary corrective action shall be made by the Contractor.

3.13 PAVEMENT TOLERANCES

[Specifier check with special conditions of client.]

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: **1/4 inch.**
 2. Thickness: Plus **3/8 inch**, minus **1/4 inch.**
 3. Surface: Gap below **10-foot-** long, unlevelled straightedge not to exceed **1/4 inch.**
 4. Lateral Alignment and Spacing of Tie Bars and Dowels: **1 inch.**
 5. Vertical Alignment of Tie Bars and Dowels: **1/4 inch.**
 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: **1/2 inch.**
 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel **1/4 inch per 12 inches.**
 8. Joint Spacing: **3 inches.**
 9. Contraction Joint Depth: Plus **1/4 inch** no minus.
 10. Joint Width: Plus **1/8 inch**, no minus.

3.14 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Allow concrete pavement to cure for **[28] <Insert number>** days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.

- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of **15 mils**.
 - 1. Spread glass beads uniformly into wet pavement markings at a rate of **6 lb/gal**.

3.15 OPENING PAVEMENT TO TRAFFIC

Exclude traffic from the pavement for a period of not less than fourteen (14) days unless the Engineer directs that sections be opened to traffic at an earlier date. On sections of the pavement where the use of Type III cement is required, or permitted, the pavement may be opened to traffic after four (4) days. Should tests of beam specimens show a flexural strength of not less than 500 pounds per square inch, the Engineer may direct that the pavement so represented be opened to traffic in less than 14 days and for Type III cement in less than four (4) days. In all cases, clean the pavement and fill and trim the joints before opening to public.

- A. When it is necessary to provide for traffic across the pavement, construct, at the Contractor's own expense, suitable and substantial crossings over the concrete which will be adequate for the traffic using same.
- B. Opening pavement to traffic shall not relieve the Contractor of responsibility for the work and shall not in any way affect the time charge on the entire project. The number of days stated in the contract shall govern for the completion of the entire work covered by the contract.

3.16 FIELD QUALITY CONTROL; TESTING OF MATERIALS

Samples of all materials for test shall be made at the expense of the Owner. In the event the initial sampling and testing does not comply with the specifications, all subsequent testing of the material in order to determine if the material is acceptable, shall be at the Contractor's expense at the same rate charged by the commercial laboratories.

- A. Testing Agency: **[Owner will engage] [Engage]** a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least 1 composite sample for each **[100 cu. yd.] [5000 sq. ft.]** or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is **40 deg F** and below and when **80 deg F** and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no

- compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 - E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
 - F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
 - G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
 - H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.17 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

3.18 SCHEDULES

See Table I for silicone sealant requirements.

TABLE I
SILICONE SEALANT REQUIREMENTS

ITEM	REQUIREMENT	TEST METHOD
Flow	0.3" maximum	MIL S 8801 ASTM D-2202
Extrusion rate	75-350 grams/minute	MIL S 8802
Tack free time @ 77°F ±1	20-90 minutes	MIL S 8802 ASTM C-679
Specific Gravity	1.010 - 1.515	ASTM D-792, Method A
Durometer hardness, Shore A. (7 days cured @ 77°F ±3 and 45-55% Relative Humidity)	10-25 (0°F)	ASTM D-2240
Tensile stress @ 150% elongation (7 day cure @ 77°F ±3 and 45-55% Relative Humidity)	45 psi maximum	ASTM D-412 (Die C)
Elongation: (7 day cure @ 77°F ±3 and 45-55% Relative Humidity)	700% minimum	ASTM D-412 (Die C)
Ozone and UV Resistance	No chalking, cracking, or bond loss after 5,000 hours	ASTM D-793
Movement Capability and Adhesion	+100% and -50%; no adhesive or cohesive failure after 10 cycles at 0°F	ASTM C-719
Shelf Life	6 months from date of shipment from manufacturer	

Silicone sealant material shall meet or exceed Federal Specifications TT-S-001543A (COM-NBS) and TT-S-00230C (COM-NBS).

END OF SECTION

EXIST ROW

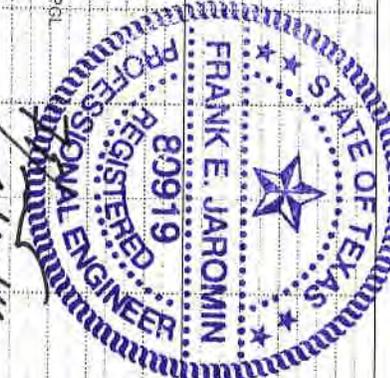
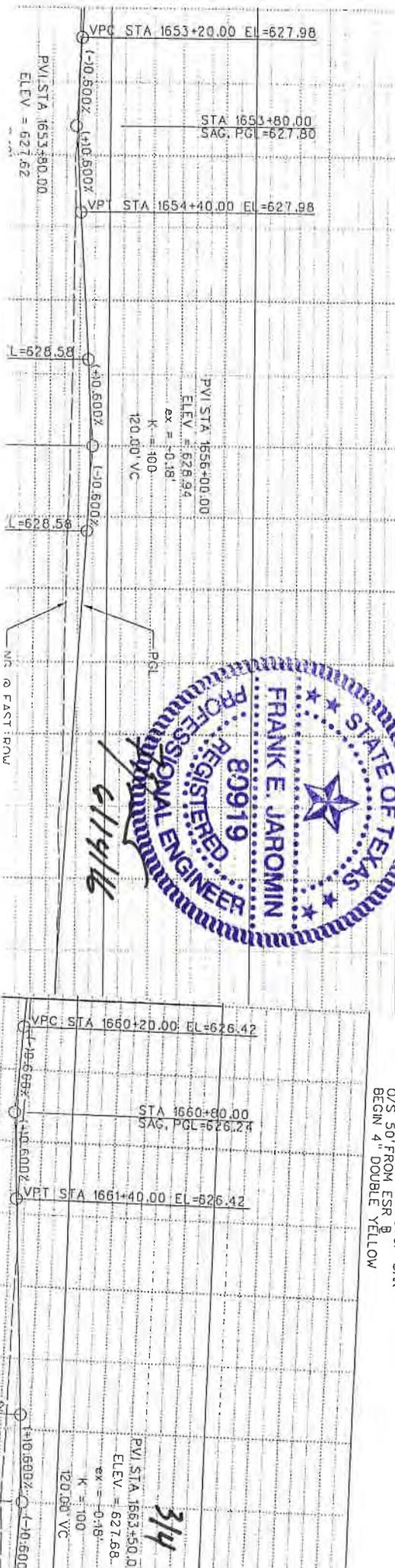
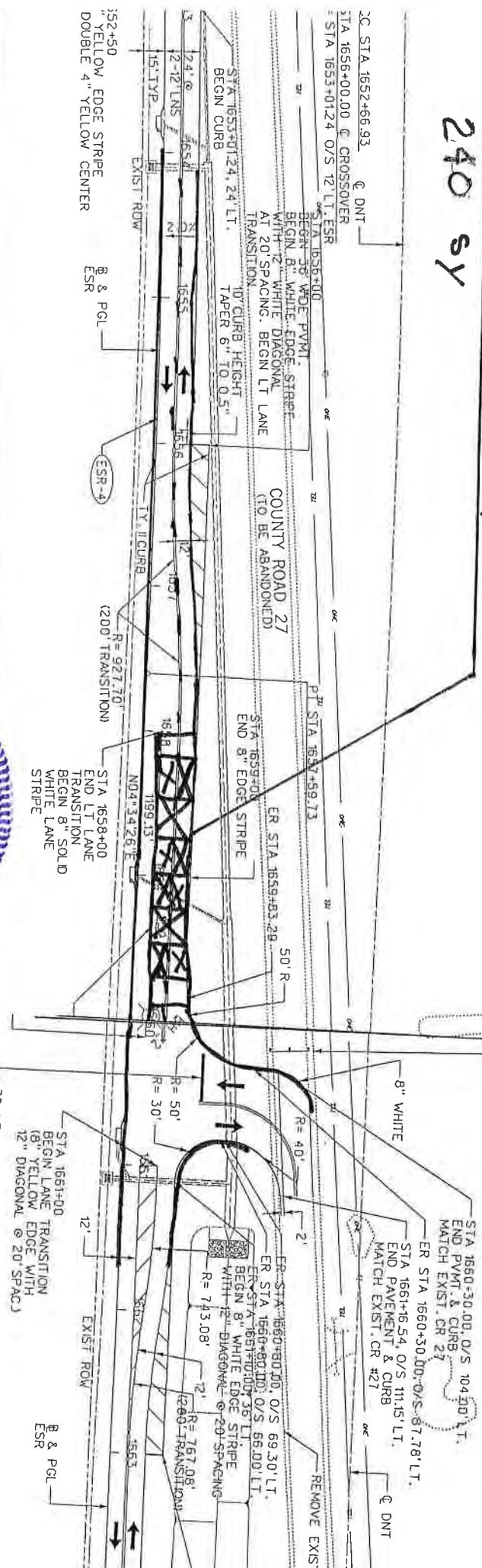
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15 Panels 12' x 12'
240 SY

CURVE ESR-3
P.I. STA = 1650+20.36
 $\Delta = 4^{\circ} 56' 04''$ (RT)
R = 5,729.58
T = 246.87
L = 493.44

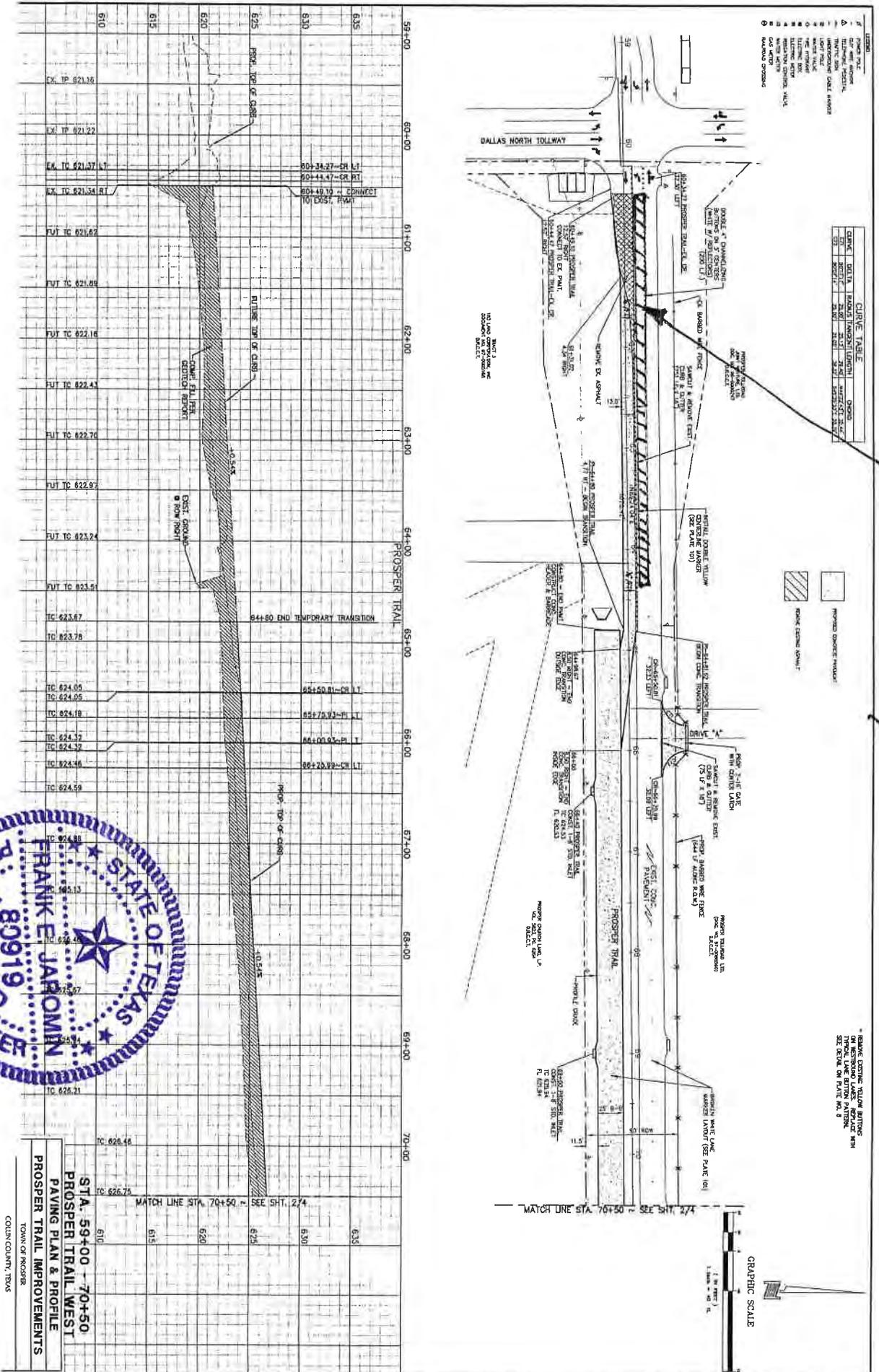
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 $\Delta = 2^{\circ} 30' 00''$ (RT)
R = 11,294.16
T = 246.44
L = 492.60

CONSTRUCT 25 LF BARB W/END SHOES
PLACE REFLECTIVE SHEETING
FOR PERMANENT DEAD END
BARRICADE AND CONSTRUCT 3
DM-4R PER WZ/ERD-03.
NO SEPARATE PAY ITEM.

EXIST ROW



Remove + Replace 9 Panels 21 Ft x 12 Ft
252 SY



6119116

4/4



Prosper Road Improvements 2016-58-B



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ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 26, 2016

Agenda Item:

Discussion on Town Hall/Multi-Purpose Facility.

Description of Agenda Item:

Randall Scott Architects continues to make progress on the design of the Town Hall/Multi-Purpose Facility and will be presenting revised exterior elevations with a material selection board, interior renderings of the main lobby, council chambers, executive conference room, and library. The purpose of the discussion is to get Council feedback on the following design elements:

1. Exterior design:
 - a. Fountain design and approaches to the north and south sides of the Town Hall
 - b. Cupola redesign without statue on top
 - c. General landscaping concept shown in the renderings
 - d. Present finishes board for the building exterior
 - e. Which type of stone to use at the base of the building
2. Interior design of the main lobby:
 - a. Use of stain grade vs. painted white wood locations
 - b. Terrazzo floor design
 - c. Location and quantity of glass display cabinets
 - d. Acoustical material and stone in the lobby
 - e. Entablature design at departmental entrances
 - f. Discuss overflow meeting conditions
3. Interior design of the council chambers:
 - a. Materials selection
 - b. Minor plan changes and why those were made
 - c. Door, sidelights and ramp along the north wall
 - d. Entablatures over the windows and doors
 - e. Motorized window shades
 - f. Detailed design of the dais
 - g. Use of stone on the back wall and location of the emergency exit door
 - h. Display monitor for the public and display monitors for Council at the dais and back of the podium
 - i. Explanation of how their space at the dais will work

4. Interior design of the executive conference room:
 - a. Materials selection
 - b. Minor plan changes and why those were made
 - c. Design and criteria we can reasonably provide for hardening of the EOC
 - d. Location of digital screen, cabinet white board and number of seats in the space
5. General overview of the design of the library:
 - a. Revisions made to the space
6. Status of schedule
7. Current cost estimate

Attached Documents:

1. Revised exterior elevations with sample board photo
2. Interior renderings of the main lobby
3. Interior rendering of the council chambers
4. Interior rendering of the executive conference room
5. Interior renderings of the library

Town Staff Recommendation:

Town staff recommends that the Town Council provide feedback on the Town Hall/Multi-Purpose Facility.





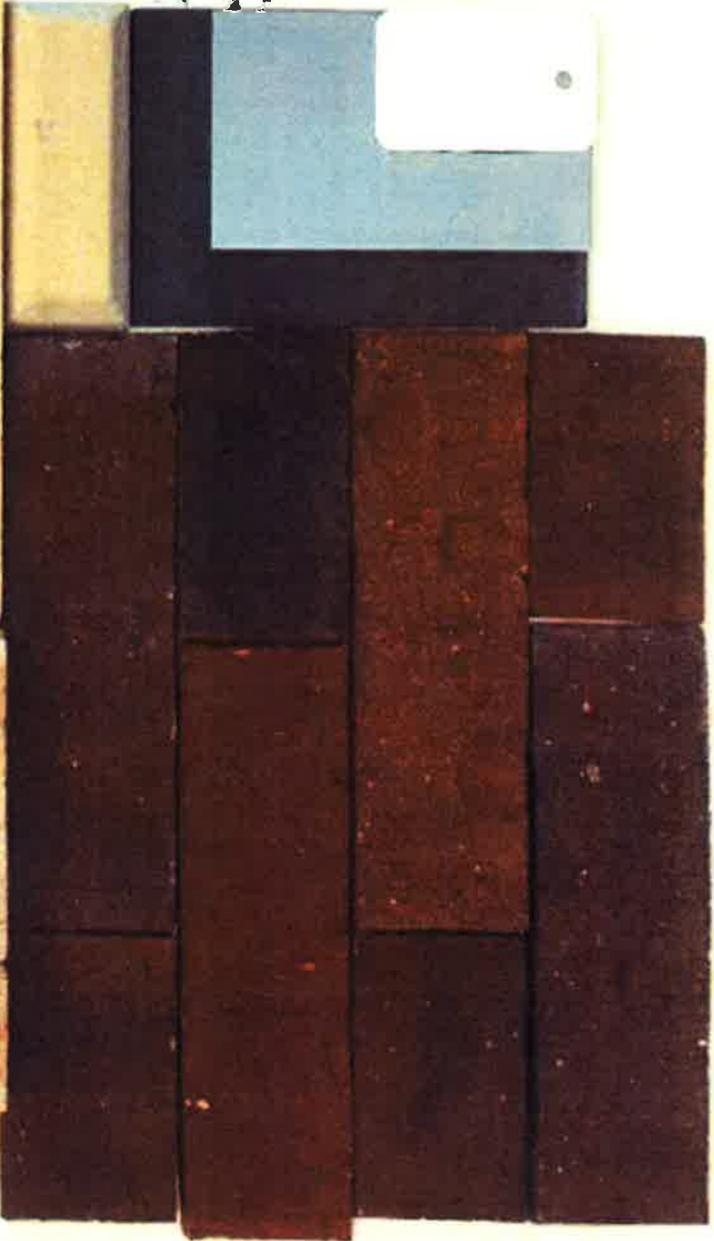


METAL PANELS &
WOODWORK

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WOODWORK



WOODWORK



PROSPER
ROSPER

PROSPER TOWNHALL & SUITE
EXTERIOR FINISH

FINISHING

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