



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		1/14/13			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #):		Kathleen Schonne X-7198		Proj. #6195	
CAPTION					
To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and JEN TEXAS 1, LLC for increasing the size of an existing sanitary sewer line within the Villas of Pecan Creek development and for offsite sanitary sewer improvements across Parker Road and Jupiter Road adjacent to the development.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	249,000	0	249,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-248,644	0	-248,644
BALANCE		0	356	0	356
FUND(S): SEWER CIP					
<p>COMMENTS: Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$248,644, will leave a current year balance of \$356 for the Oversize Participation project.</p> <p>STRATEGIC PLAN GOAL: Reimbursement to JEN TEXAS 1, LLC for increasing the sanitary sewer line associated with the development of Villas of Pecan Creek relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
This Subdivision Improvement Agreement authorizes the City to reimburse the Developer, JEN TEXAS 1, LLC for increasing the sanitary sewer line from an existing 15" line to a 21" line associated with the development of Villas of Pecan Creek. The existing line is at capacity and the new line will provide for future development in the area.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		
Subdivision Improvement Agreement					

Jupiter

**Subject
Property**



Parker

**Subdivision Improvement
Agreement**

Villas of Pecan Creek

SUBDIVISION IMPROVEMENT AGREEMENT
OVERSIZE IMPROVEMENTS

This agreement is made and entered into by and between the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation (the "City") and **JEN TEXAS 1, LLC**, a Delaware limited liability company, (the "Developer").

WHEREAS, the Developer is the owner of certain real property to be developed as a subdivision, Villas of Pecan Creek, located in the City of Plano, Collin County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City has authorized the Developer to construct the required Public Improvements, including oversizing of the Public Improvements, as provided herein; and

WHEREAS, Section 212.071 et seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct certain public improvements related to the development and provides exceptions from the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and

WHEREAS, the parties have entered into this Agreement for the purpose of the City providing reimbursement to the Developer for a portion of the costs of the oversizing of the public improvements required for the development of the Property as provided in Article VI of the City's Subdivision Ordinance.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.
CONSTRUCTION AND COMPLETION
OF PUBLIC IMPROVEMENTS

1.01. Construction of Improvements

Developer agrees to construct the Public Improvements, which include oversizing, as delineated on the Developer's Engineering Plans approved by the City on December 19, 2012, a copy of which is available in the City's Public Works Department and which are incorporated herein and made a part hereof by reference ("Engineering Plans"), and in accordance with the City's Standard Specifications for Public Works Construction, a copy of which is available in the

City's Public Works Department and which are incorporated herein and made a part hereof by reference ("Standard Specifications"). No change in the Engineering Plans shall be made by Developer without the prior written consent of the Director of Public Works. The entire cost of the construction of the Improvements shall be the responsibility and obligation of Developer, except for the portion of costs to be reimbursed by the City to Developer pursuant to Article 3 herein.

1.02. Contracting Requirements

The Developer shall contract with a qualified contractor to construct the Public Improvements in accordance with the Standard Specifications and Engineering Plans. Prior to the Developer executing a construction contract with the contractor or beginning construction of the Public Improvements, the Developer shall submit the contract documents, including all cost estimates, to the City Public Works Director for written approval. Once such construction contract documents are approved by the City, the Developer will not amend or change them without prior written approval by the City, which approval shall not be unreasonably withheld. Developer shall be solely responsible to make all payments for construction of the Public Improvements to the contractor subject to reimbursement to the Developer from the City pursuant to Article III herein.

1.03 Performance, Payment and Maintenance Bonds

Developer shall post with the City, or require the Contractor retained to construct or install the Public Improvements to post with the City, a performance, payment, and maintenance bond for construction of the Public Improvements to ensure completion of the project, on the forms attached hereto as Exhibits "B", "C", and "D" respectively.

1.04. Inspection

The City Public Works Director or his designee may periodically inspect the construction of the Public Improvements for conformance with this Agreement and the Standard Specifications and Engineering Plans.

1.05. Insurance

The Developer shall require all contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements to meet the insurance requirements of Item 1.26.1 of the special provisions of the Standard Specifications required for heavy construction, and the policy endorsement and special condition requirements of Item 1.26.4 of the Standard Specifications.

1.06. Accounting

The Developer shall submit to the City a complete accounting of all costs incurred by the Developer in the construction of the Public Improvements. City will not contribute or pay for any costs incurred by the Developer which were not approved by City in writing prior to being incurred. Developer shall maintain the records of accounting on this project for a period of two (2) years from the date of acceptance of the Public Improvements by the City, and the Developer shall allow the City to inspect the Developer's books and records related to the project at any time with reasonable notice from the City to the Developer.

1.07. Rough Proportionality

The Developer agrees that its portion of the costs or requirements for the Public Improvements do not exceed the amount required for Public Improvements that are roughly proportionate to the development of its Property, and **DEVELOPER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY CLAIMS, LIABILITY AND DAMAGES ASSOCIATED WITH AN EXACTION CLAIM ARISING OUT OF THIS AGREEMENT.**

1.08. INDEMNITY

THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO

AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPERS'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPERS'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY IN DOING SO.

DEVELOPER DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.

ARTICLE II. **REMEDIES**

2.01. Remedy

The Developer shall remedy all deficiencies in the construction, completion and maintenance of the Public Improvements within twenty (20) days of written notice to Developer from the City that a deficiency exists. If the deficiency is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said twenty (20) day period the particular reasons why such remedies cannot be completed in said twenty (20) day period. If, in the City's reasonable opinion, such reasons for delay are substantiated, the City may grant the Developer additional time to remedy the deficiency. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time.

2.02. Failure of Developer to Remedy Deficiency

If the Developer fails to remedy the deficiency pursuant to Section 2.02 above, it shall be considered in default and the City, at its option, may:

- (a) Contract with another party for the repair work for which the Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (b) Complete the repair work with its own crews for which the Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (c) Demand that the Surety on the bonds required by Section 1.03 herein, complete construction or maintenance of the Public Improvements in conformance with this Agreement.
- (d) Exercise any other available remedy at law or in equity.

ARTICLE III. **REIMBURSEMENT FOR** **OVERSIZE IMPROVEMENTS**

The City shall pay the Developer the construction costs for oversizing the Public Improvements in an amount not to exceed Two Hundred Forty Eight Thousand Six Hundred and Forty Four Dollars and Ten Cents (\$248,644.10), as identified and described in Exhibit "E" which is attached hereto and incorporated herein by reference. The amount, manner and time of reimbursement for the Public Improvements shall be strictly governed by Article VI of the City's Subdivision Ordinance, a copy of which can be found on the City of Plano website or in the City of Plano Engineering Division office. The term "costs for oversizing the Public Improvements" includes actual costs of construction of the oversize portion of the Public Improvements in accordance with the Standard Specifications and Engineering Plans and the construction contract approved in advance by the City, and includes engineering fees not to exceed six (6) percent of such costs. The costs of oversizing the Public Improvements specifically exclude costs to acquire right-of-way, real property, or other incidental costs. Any additional costs or modification to costs other than those described in Exhibit "E" shall be approved by the City in writing or shall be denied payment.

ARTICLE IV.
ASSIGNMENT

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

- (a) Developer is not in default;
- (b) The assignment is to a new owner and developer of the Property;
- (c) Developer provides the City with written evidence satisfactory to the City Attorney or his/her designee that the new owner is the record owner of the Property; and
- (d) Developer delivers to the City a letter to be signed by the new owner stating that the new owner agrees to assume and perform all obligations of the Developer under this agreement and to be bound by the terms and conditions of this Agreement.

The City Manager is authorized to approve assignments on behalf of the City pursuant to this Agreement.

ARTICLE V.
MISCELLANEOUS PROVISIONS

5.01. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

5.02. Notices

Unless instructed otherwise in writing, Developer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Attn: Gerald Cosgrove, Public Works Director
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Developer permitted or required under this Agreement shall be addressed to Developer at the following address:

JEN TEXAS 1, LLC
Attn: Richard D. Alberque, Vice President
7405 Covewood Drive
Garland, TX 75044

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

5.03. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

5.04. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

5.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

5.06. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

5.07. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.08. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

5.09. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

5.10. Benefits Inure to the Parties

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

5.11 Effective Date

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

JEN TEXAS 1, LLC, a Delaware limited liability company

Date: 1/3/13

By: _____
Richard D. Alberque
VICE PRESIDENT

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

--- AND ---

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 3rd day of January, 2013, by **RICHARD D. ALBERQUE**, Vice President of **JEN TEXAS 1, LLC**, a Delaware limited liability company, for and on behalf of said Limited Liability Company.

Notary Public, State of Texas

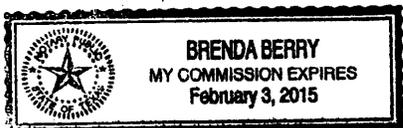


EXHIBIT "B"

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ 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, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, hereinafter called "City", and _____ hereinafter sometimes called "Owner" (the City and Owner are collectively called "Obligees") 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. 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 written Contract with Owner (the "Contract"), dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, wherein the City is a third party beneficiary with regard to the completion of certain public improvements (as defined therein); said Contract calling for the completion of the public improvements among other things.

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 Obligees, 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 fully indemnify and save harmless the Obligees from all costs and damages which Obligees may suffer by reason of failure to so perform herein and shall fully reimburse and repay Obligees all outlay and expense which the Obligees 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 be 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 Specifications 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 Texas Government Code Section 2253.001, et seq., 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 Texas Insurance Code Section 3503.003.

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

PRINCIPAL:

Address: _____

Tel. No. _____

ATTEST:

BY: _____

TITLE: _____

SURETY: _____

Address:

Tel. No. _____

ATTEST:

BY: _____

TITLE: _____

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

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

EXHIBIT "C"

Insert Payment Bond

EXHIBIT "D"

MAINTENANCE BOND

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____,
County of _____ and State of Texas, (called "Principal"), and
_____, a corporation organized and existing
under the laws of the State of Texas to act as surety on bonds for principals,
(called "Surety"), are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a
Home Rule Municipal Corporation (called "City"), in the amount of
_____ **DOLLARS** (\$_____), in
lawful money of the United States, to be paid in Plano, Collin County, Texas for the
payment of which, the Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these
presents:

WHEREAS, the Principal has entered into a contract (called "Contract") with
_____ (called "Developer") dated the ____ day of
_____, _____, which among other things calls for the construction of
certain public improvements (called "Work"), which inure to the benefit of the City, such
public improvements being in connection with development of
_____, an addition or subdivision incorporated
hereby reference and which public improvements are listed on Exhibit "A" attached
hereto and incorporated herein by reference; and

WHEREAS, under the terms of the specifications of the Work, the Principal is
required to give a bond in the amount specified hereinabove to guarantee the
replacement and repair of defective or faulty workmanship furnished or installed by the
Principal for a period of one (1) year, from and after the date the Work is completed by
Principal and accepted by the City.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
the Principal shall for a period of one (1) year, from and after the date the Work is
completed by the Principal and accepted by the City, replace and repair any and all
defective or faulty workmanship in the Work, then the above obligation shall be void;
otherwise, the said obligation shall remain in full force and effect.

Venue for any action to enforce this Bond shall be Collin County, Texas

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal		Surety	
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

The name and address of the Resident Agent of Surety is:

Name: _____
Address: _____
City, State, Zip _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

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

**COST SHARING AGREEMENT
SANITARY SEWER IMPROVEMENTS
VILLAS OF PECAN CREEK - PLANO, TEXAS**

Tipton Engineering, Inc.

CS-5026

OFFSITE SANITARY SEWER				
Item Description	Quantity	Unit	Price	Amount
21" PVC Sewer Pipe	220	LF	\$65.00	\$14,300.00
30" Steel Encasement	220	LF	\$465.00	\$102,300.00
Bore Spacers	220	LF	\$17.00	\$3,740.00
Bore Pit with Shoring	1	LS	\$19,750.00	\$19,750.00
5' Manhole	2	EA	\$5,300.00	\$10,600.00
5' Manhole over Ex. Main	1	EA	\$6,500.00	\$6,500.00
4' Manhole	1	EA	\$3,200.00	\$3,200.00
Conshield Additive for Manholes	53	VF	\$132.00	\$6,996.00
Night Time Reroute (21")	1	LS	\$7,500.00	\$7,500.00
Reroute and Connect Ex. 8" Main	1	LS	\$3,500.00	\$3,500.00
Traffic Control and Lane Closure	2	EA	\$6,500.00	\$13,000.00
Sewer Testing	220	LF	\$3.00	\$660.00
Total Construction Costs				\$192,046.00
Engineering and Staking				\$19,204.60
Total Cost				\$211,250.60

21" SANITARY SEWER				
Item Description	Quantity	Unit	Price	Amount
21" PVC Sewer Pipe	927	LF	\$65.00	\$60,255.00
21" X 4" Lateral Connections	12	EA	\$1,150.00	\$13,800.00
Cost of 21" Sewer				\$74,055.00
15" SANITARY SEWER				
Item Description	Quantity	Unit	Price	Amount
15" PVC Sewer Pipe	927	LF	\$34.50	\$31,981.50
15" X 4" Lateral Connections	12	EA	\$390.00	\$4,680.00
Cost of 15" Sewer				\$36,661.50

Difference in Cost of 21" and 15" Sewer	\$37,393.50
City's Portion of Offsite Sewer	\$211,250.60
Total City Participation	\$248,644.10