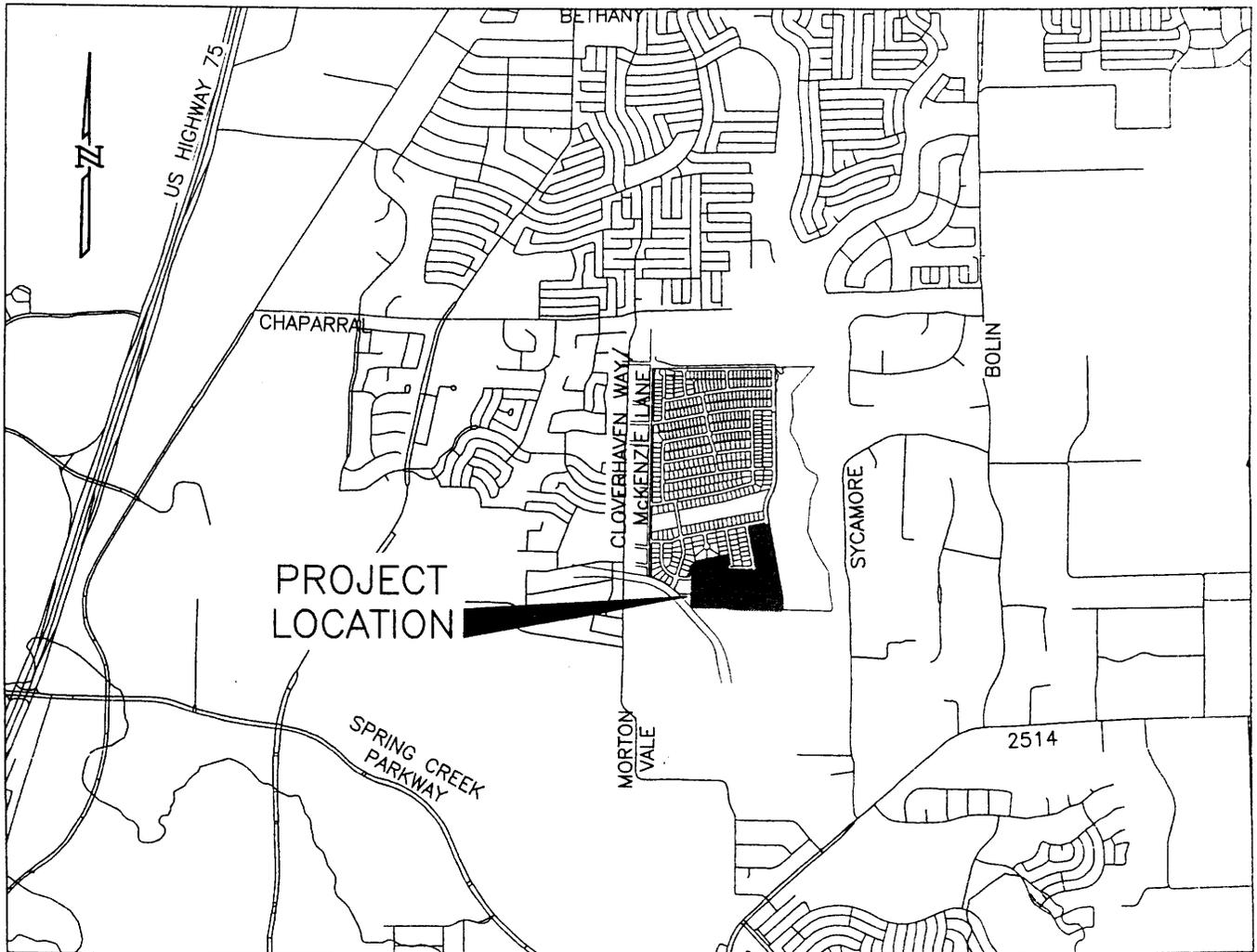




CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	09/23/13			
Department:	Engineering			
Department Head	Gerald Cosgrove			
Project	Trails of Glenwood Phase IV Project #5602-4			
Agenda Coordinator (include phone #): Kathleen Schonne X-7198				
CAPTION				
To approve the terms and conditions of a Subdivision Improvement Agreement by and between the City of Plano, Texas, and TOG Development I, LLC, for public improvements on Oceanview Drive and Acorn Drive/Acorn Court, associated with the construction of the Trails of Glenwood Phase IV.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	450,000	450,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-58,783	-58,783
BALANCE	0	0	391,217	391,217
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds will be carried forward from the 2012-13 CIP to the 2013-14 Street Improvement CIP. This item, in the amount of \$58,783 is anticipated to leave a balance of \$391,217 for Park Streets projects in the 2013-14 CIP.				
STRATEGIC PLAN GOAL: Encouraging developers to expand street size by reimbursing a portion of street improvements associated with subdivision development relates to the City's Goal of great Neighborhoods – 1 st Choice to Live.				
SUMMARY OF ITEM				
The Subdivision Improvement Agreement provides for the City to reimburse TOG Development I, LLC, \$58,783 for oversized costs associated with the construction of Oceanview Drive and Acorn Drive/Acorn Court, adjacent to City park land.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Subdivision Improvement Agreement Location Map				

LOCATION MAP
TRAILS OF GLENWOOD PH. IV



SUBDIVISION IMPROVEMENT AGREEMENT
OVERSIZE IMPROVEMENTS

This agreement (the "Agreement") is made and entered into by and between the **City of Plano, Texas**, a Home Rule Municipal Corporation (the "City") and **TOG Development I, LLC, a Texas Limited Liability Company**, (the "Developer"), for the estimated oversize public improvement participation in the amount of **FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS AND EIGHTEEN CENTS (\$58,783.18)**, as shown on Exhibit "A" attached hereto.

WHEREAS, the Developer is the owner of certain real property which is proposed to be developed as a subdivision, **Trails of Glenwood Phase IV**, located in the City of Plano, Collin County, Texas, (the "Subdivision") more particularly described on Exhibit "B" attached hereto; 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 No. 98-9-5, as amended;

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

This Agreement calls for the Developer to construct and complete certain public improvements on the real property described in Exhibit "B" and for the City to reimburse the Developer for a portion of the costs of construction and completion as provided in Article III, *infra*. The public improvements for which the City will provide partial reimbursement to the Developer are called "Oversize Improvements," and the cost reimbursements are described in Exhibit "A." The public improvements for which the Developer shall incur all costs of construction and completion (without City reimbursement) are called "Basic Improvements." The Oversize Improvements and Basic Improvements are collectively called the "Public Improvements," and are set forth in Exhibit "C" attached hereto.

Developer shall construct (or cause to be constructed) the Public Improvements in accordance with the City's Standard Specifications for Public Works

Construction ("Standard Specifications"), which are made a part hereof by reference, and Developer's Engineering Plans approved by the City. Developer further agrees to construct all Public Improvements in accordance with all applicable City ordinances and regulations.

1.02. Contracting Requirements

The Developer shall submit to the City the total bid for the Public Improvements plus unit price bids. If, in the City's sole opinion, the bid amounts exceed prices normally bid for such Public Improvements, the City may, in its sole discretion, require the Developer to seek additional bids. It is understood that when requesting bids, the Developer must require bidders to separate their bid into unit prices. If, in the City's sole opinion, the bid is not sufficiently detailed, the City may require that the Developer have the bidder revise its bid to add such details. Before the Developer enters into a construction contract for the Public Improvements, all construction documents shall be submitted to the City for written approval, which approval shall not be unreasonably withheld. The construction contract documents shall provide that the City is a third party beneficiary by containing the following language:

"It is hereby agreed that this contract shall be incorporated and made a part of that certain Subdivision Improvement Agreement between the City of Plano and **TOG Development I, LLC**, ("the Developer"), **Contract No. 5602-4** (the "Subdivision Improvement Agreement"), which Subdivision Improvement Agreement is incorporated herein by reference. The Contractor agrees that the City of Plano shall be a third party beneficiary under this Agreement. The Contractor agrees that the City will not be responsible for any of Contractor's fees or other monies due under this Agreement, but that it will look solely to the Developer for payment of any such monies or fees."

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.

1.03. Inspection

The City's 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.

1.04. 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 in 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

1.05. 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 be required to contribute or pay for any costs incurred by the Developer which were not approved by City in writing prior to it 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.

1.06. Agreed Benefit and Rough Proportionality

The Parties to the Agreement agree that the Public Improvements to be constructed in accordance with this Agreement substantially advance a legitimate governmental interest by providing improved access to new development and expanding infrastructure capacity to accommodate new development, including the Subdivision. Developer also agrees that its share of the cost of the Public Improvements to be constructed under this Agreement is fair and equitable and is roughly proportional to the impact that the Subdivision will have on the City's roads and other infrastructure. **DEVELOPER ALSO AGREES TO RELEASE, IDEMNIFY AND HOLD THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CONSTITUTIONAL, STATUORY, OR COMMON LAW CLAIMS, LIABILITY OR DAMAGES ASSOCIATED WITH AN EXACTION CLAIM ARISING OUT OF THIS AGREEMENT.**

1.07. 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.
WARRANTIES AND REMEDIES

2.01. Warranty

The Developer expressly warrants that the Public Improvements shall be constructed in substantial compliance with the Standard Specifications and Engineering Plans and free from all defects. Developer shall indemnify the City from all expenses and liability incurred by the City as a direct and proximate cause of such defects. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the dedication of the Public Improvements, or if such Public Improvements are accepted separately, one (1) year after acceptance of the dedication of the last completed Public Improvement. The warranty and indemnity expressly includes any amounts that exceed any cash escrow retainage amount held by the City pursuant to Article V, *infra*.

2.02. 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.

2.03. 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) Use the Security tendered by Developer and discussed in Article V, *infra*, to pay for completion or repair 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 the Oversize Improvement portion of the Public Improvements in an amount not to exceed fifty eight thousand seven hundred eighty-three and 18/100 dollars (\$58, 783.18), as identified and described in Exhibit "A". The amount, manner, and time of reimbursement for the Oversize 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 department office. The term "costs for oversizing the public improvements," includes actual costs of construction of the Oversize 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 the Oversize 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 "A" 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.
SECURITY

In order to guarantee completion of the Public Improvements and the satisfactory performance of terms incorporated into this Agreement, the Developer shall deliver to the City one of the following no later than ten (10) days after the award of a construction contract and before commencement of the construction of the Public Improvements:

- (a) Performance Bond. A performance bond and a payment bond from the Contractor performing the work in the penal sum of one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to the City to insure the completion of the Public Improvements. The bonds shall be in form and substance identical to the bond forms attached hereto as Exhibit "D," and are made a part hereto by reference (the "Performance Bond" and "Payment Bond" respectively; collectively called the "Bonds," unless changes are approved in writing by the City, which approval shall not be unreasonably withheld. The Bonds shall be signed by a corporate Surety (or Sureties) authorized to do business in the State of Texas, and shall be signed by the Contractor performing the work as principal. The City shall be named as a co-obligee in the Bonds. A power of attorney shall be attached to the Bonds evidencing that the agent signing the Bonds has authority to sign the Bonds on behalf of the Surety. The Performance Bond shall additionally insure that the Public Improvements shall be free of defects for the warranty period set specified in Article II, *supra*; or

- (b) Irrevocable Letter of Credit. An irrevocable letter for credit in the sum of one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to the City to insure the completion of the Public Improvements. The letter shall be in form and substance identical to the letter attached hereto as Exhibit "E" and is made a part hereto by reference (the "Letter of Credit."), unless changes are approved in writing by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be issued by a local bank approved in advance by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be payable at sight to the City upon presentation of the City's written statement that Developer is in default or that the City is otherwise entitled to draw down on the Letter of Credit; such certification shall be conclusive to allow the City to draw the proceeds of the Letter of Credit. In no event shall the City be required to prove to the issuer that the Developer is actually in default or to specify grounds of default in order to draw the Letter of Credit proceeds. The Letter of Credit is intended to be security for the faithful completion of the Public Improvements and to insure that the Public Improvements shall be free of defects for the warranty period specified in Article II, *supra*; or

- (c) Cash Escrow. The cash sum in an amount equal to one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to

the City (the "Cash Escrow"). The Cash Escrow is intended to be security, in lieu of the Bonds or Letter of Credit, for the completion of the Public Improvements and to insure against defects for the warranty period specified in Article II, *supra*. Upon completion of the Public Improvements and final acceptance thereof by the City, the City shall release to the developer ninety percent (90%) of the cash escrow. The remaining amount shall be held until the expiration of the warranty period specified in Article II, *supra*, to ensure against defects during the warranty period.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

6.01. 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.

6.02. 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:

TOG Development I, LLC
15455 Dallas Parkway, Suite 1000
Addison, TX 79001

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.

6.03. 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.

6.04. 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.

6.05. 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.

6.06. 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.

6.07. 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.

6.08. No Waiver of Governmental Immunity

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

6.09. 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.

6.10. 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.

6.11 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

DEVELOPER:

**TOG Development I, LLC
A Texas Limited Liability Company**

By: _____
Stephen H. Brooks, President

By: _____
Randall Van Wolfswinkel, 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 DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **Stephen H. Brooks, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **Randall Van Wolfswinkel, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT "A"

PROJECT NAME:	The Trails of Glenwood, Ph 4	NET ACRES:		NO. OF LOTS:	76
CITY:	Plano, Texas	GROSS ACRES:		CREATED BY:	JMS
JOB NUMBER:	WFXK1704	CREATED:	11-Jun-13	CHECKED BY:	
FILE NAME:	TOG 4_SIA_Cost_6-11-13	PRINTED:	09-Jul-13	REVISED BY:	

Owner / Developer : TOG DEVELOPMENT I, LLC

OCEANVIEW DRIVE				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
18" R.C.P.	LF	10	\$29.00	\$290.00
48" R.C.P.	LF	10	\$96.00	\$960.00
5" 3,600 psi REINF. CONCRETE STREET PVMT	SY	1,064	\$22.07	\$23,482.48
6" STREET SUBGRADE PREPARATION	SY	1,064	\$2.18	\$2,319.52
HYDRATED LIME (27#/SY)	TON	17	\$145.25	\$2,469.25
INSPECTION FEE	PERCENTAGE	4.0%	\$29,521.25	\$1,180.85
ENGINEERING AND CONSTRUCTION STAKING	PERCENTAGE	6.0%	\$29,521.25	\$1,771.28
TOTAL				\$32,473.38

ACORN DRIVE / ACORN COURT				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
24" R.C.P.	LF	10	\$35.00	\$350.00
5" 3,600 psi REINF. CONCRETE STREET PVMT	SY	900	\$22.07	\$19,863.00
6" STREET SUBGRADE PREPARATION	SY	900	\$2.18	\$1,962.00
HYDRATED LIME (27#/SY)	TON	12	\$145.25	\$1,743.00
INSPECTION FEE	PERCENTAGE	4.0%	\$23,918.00	\$956.72
ENGINEERING AND CONSTRUCTION STAKING	PERCENTAGE	6.0%	\$23,918.00	\$1,435.08
TOTAL				\$26,309.80

SUMMARY

OCEANVIEW DRIVE	\$32,473.38
ACORN DRIVE / ACORN COURT	\$26,309.80

TOTAL COSTS: \$58,783.18

EXHIBIT "B"

Plat is available in the Engineering Department

EXHIBIT "C"

PROJECT NAME:	The Trails of Glenwood, Ph 4	NET ACRES:		NO. OF LOTS:	76
CITY:	Plano, Texas	GROSS ACRES:		CREATED BY:	JMS
JOB NUMBER:	WFXK1704	CREATED:	11-Jun-13	CHECKED BY:	
FILE NAME:	TOG 4_SIA_Cost_6-11-13	PRINTED:	09-Jul-13	REVISED BY:	

Owner / Developer : TOG DEVELOPMENT I, LLC

OCEANVIEW DRIVE				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
18" R.C.P.	LF	51	\$29.00	\$1,479.00
24" R.C.P.	LF	54	\$35.00	\$1,890.00
39" R.C.P.	LF	12	\$67.50	\$810.00
48" R.C.P.	LF	46	\$96.00	\$4,416.00
8' INLET	EA	2	\$2,475.00	\$4,950.00
12' INLET	EA	2	\$3,110.00	\$6,220.00
INLET PROTECTION	EA	4	\$110.00	\$440.00
TYPE B 48" HEADWALL	EA	1	\$4,950.00	\$4,950.00
24" ROCK RIP-RAP	SY	61	\$82.50	\$5,032.50
TRENCH SAFETY	LF	163	\$0.05	\$8.15
5" REINF. CONCRETE STREET PVMT (3600 psi)	SY	4,038	\$22.07	\$89,118.66
6" SUBGRADE PREPARATION	SY	4,261	\$2.18	\$9,288.98
HYDRATED LIME (27#/SY)	TON	58	\$145.25	\$8,424.50
REMOVE STREET BARRICADE	EA	1	\$107.00	\$107.00
INSPECTION FEE	PERCENTAGE	4.0%	\$137,134.79	\$5,485.39
TOTAL				\$142,620.18

ACORN DRIVE / ACORN COURT				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
24" R.C.P.	LF	341	\$35.00	\$11,935.00
10' INLET	EA	2	\$2,750.00	\$5,500.00
14' INLET	EA	1	\$3,575.00	\$3,575.00
INLET PROTECTION	EA	3	\$110.00	\$330.00
TYPE B 24" HEADWALL	EA	1	\$3,000.00	\$3,000.00
24" ROCK RIP-RAP	SY	22	\$82.50	\$1,815.00
TRENCH SAFETY	LF	341	\$0.05	\$17.05
5" REINF. CONCRETE STREET PVMT (3600 psi)	SY	3,797	\$22.07	\$83,799.79

6" SUBGRADE PREPARATION	SY	3,998	\$2.18	\$8,715.64
HYDRATED LIME (27#/SY)	TON	54	\$145.25	\$7,843.50
BARRIER FREE RAMPS	EA	2	\$965.47	\$1,930.94
INSPECTION FEE	PERCENTAGE	4.0%	\$128,461.92	\$5,138.48
TOTAL				\$133,600.40

SUMMARY

OCEANVIEW DRIVE	\$142,620.18
ACORN DRIVE / ACORN COURT	\$133,600.40

TOTAL COSTS: \$276,220.58

date of final completion and final acceptance of the public improvements constructed under the Contract, 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 "D"

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 **CITY OF PLANO**, 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. 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 City of Plano, the Owner, dated on or about the _____ day of _____, A.D. 20____, which is made a part hereof by reference, for the _____.

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 said 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 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 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 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 Article 3503.003.

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

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

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: _____

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 4 of Payment Bond must be **same date as Contract**. Date on Page 5 of Payment Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

EXHIBIT "E"

IRREVOCABLE LETTER OF CREDIT
(Letterhead of Bank)

City of Plano, Texas
1520 K Avenue
P.O. Box 860358
Plano, Texas 75086-0358

Gentlemen:

By order of our client, _____, we hereby open our clean Irrevocable Letter of Credit No. _____, in your favor for an amount not to exceed the aggregate of U.S. \$ _____ (_____ U.S. Dollars), effective immediately and expiring at our offices on _____, _____, relative to our client's Contract No. _____ entitled Subdivision Improvement Agreement.

Funds under this Letter of Credit are available against your sight draft or drafts on us, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that _____ has failed to comply with the terms and conditions of the above-mentioned Contract. Said written statement shall be sufficient if signed by any one of the following representatives of the city of Plano: City Manager, an Executive Director, City Engineer or Finance Director. The above-mentioned written statement shall be sufficient and conclusive and you will not be required to specify the nature or grounds of noncompliance with or default of the above-mentioned Contract.

The amount of this Letter of Credit may be reduced at the sole option of the City of Plano upon our receipt of a written statement signed by any one of the above representatives of the City of Plano specifying the amount of the reduction.

If we receive your sight draft or drafts and statement or statements as mentioned above, here at our _____ office, on or before the expiration date of this Letter of Credit, we will promptly honor the same.

NAME OF BANK

BY: _____
Name: _____
Title: _____

