

DEVELOPER PARTICIPATION AGREEMENT

This **DEVELOPER PARTICIPATION AGREEMENT** is entered into to be effective as of the 12th day of November 2024, by and between the City of Burnet, a Texas home rule municipality, and, Meritage Homes of Texas, LLC., an Arizona limited liability company, in order to facilitate the oversizing, at the request of the City, of certain Water Service Improvements proposed to serve the Subdivision defined herein.

WHEREAS, in accordance with Texas Local Government Code Chapter 212, Subchapter C, City is authorized to enter into an agreement with Developer to participate in the construction of certain public infrastructure; and

WHEREAS, in accordance with City Code Section 98-44(d) the City may require a subdivider to oversize water and/or wastewater facilities; and

WHEREAS, the Developer initially proposed to construct an eight inch diameter Water Main and an eight inch diameter Sewer Main to serve the Subdivision; and

WHEREAS, upon determination by the City Engineer that increasing the Water and Sewer Mains' diameter to twelve inches would be significantly beneficial to surrounding properties, City Council authorized the issuance of a notice of intent to consider oversizing the Water and Sewer Mains; and

WHEREAS, after receipt of notice of City's intent to consider oversizing, Developer provided a written cost estimate; and

WHEREAS, after receipt of the cost estimate, and authorization by City Council, the City Manager notified Developer that City wished to exercise its option; and

WHEREAS, as the oversizing of the Water and Sewer Mains will increase service capacity and facilitate future development in the area, the City's participation in this Project is exempted from statutory procurement laws pursuant to Texas Local Government Code Section 212.072, and limited to the incremental costs of oversizing the Water and Sewer Mains as required by City Code 98-44(d)(5); and

WHEREAS, City Council has authorized the additional costs for extending the Water and Sewer Mains, and Developer has agreed to construct such extension in consideration for the City's payment of costs of such extension; and

WHEREAS, Developer has acquired and is the current holder of any and all easements required for this Project and has all legal authorization necessary to transfer Developer's easement rights to the City with the dedication of the Project.

NOW THEREFORE, the Parties adopt, agree to be bound by, and approve the following Agreement and all related attachments and agree that the mutual promises contained in this Agreement constitute legal and sufficient consideration to constitute a binding contract.

I. Definitions.

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

“*Agreement*” means this agreement, including any amendments hereto.

“*City*” means the City of Burnet, Texas.

“*City Code*” means the City of Burnet’s Code of Municipal Ordinances.

“*City Council*” means the governing body of the City.

“*Contractor*” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.

“*Costs Comparison Table*” means the spreadsheet, attached hereto as Exhibit “B”, showing the projected costs to Developer under said table.

“*Day*” means a calendar day.

“*Developer*” means Meritage Homes of Texas, LLC.

“*Effective Date*” means the date stated in the first paragraph herein.

“*Improvements*” means the street, water, sewer, and related infrastructure the Contractor shall construct to serve the Subdivision.

“*LUE*” means Living Unit Equivalent as such term is defined in the City Code.

“*Parties*” means the City and Developer.

“*Project*” means the 12-inch diameter Water Main and the 12-in Diameter Sewer Main Developer shall cause to be constructed under this Agreement, and which is described and illustrated in the Construction Plans attached hereto as **Exhibit “A”** and per pages 22 and 23 of the Design Drawings for Creekfall Phase III, addendum two, dated 11/1/2024 and signed by engineer Tyler Freese.

“*Project Completion*” means City Council’s preliminary acceptance of the Project for public use and maintenance.

“*Subdivision*” means the proposed subdivision of land in Burnet, Burnet County, Texas, designated as “Creekfall Phase Three.”

“*Subdivision Ordinance*” means Chapter 98 of the City Code.

“*Warranty Period*” means the period of time specified in the Subdivision Ordinance the Developer shall warranty new construction after preliminary acceptance.

“*Water Main*” means the water line infrastructure planned for the provision of water service to the Subdivision and that is to be oversized under the terms of this Agreement to facilitate future development in the area.

“*Sewer Line*” means the sewer line infrastructure planned for the provision of sewer service to the Subdivision and that is to be oversized under the terms of this Agreement to facilitate future development in the area.

II. Water and Sewer Main Oversizing.

1. **Purpose.** The purpose of this Agreement is to authorize the City's participation in the costs of the construction of the Project. The Project, as originally proposed by Developer, consisted of the construction of an 8-inch diameter Water Main and an 8-inch diameter Sewer Line to serve the Subdivision. As shown on **Exhibit "A"**, this Agreement authorizes the oversizing of both the Water Main and Sewer Line to 12-inches in diameter.
2. **Project Costs.** As shown on the Costs Comparison Table, attached hereto as **Exhibit "B"**, the cost of the original design of the Project is projected to be **\$241,600.00** and the cost with the revised design requested by the City is projected to be **\$397,550.00**.
3. **City's Project Contribution Costs.** The City's contribution is the difference between **\$397,550.00** and **\$241,600.00**, said amount being **\$155,950.00**; and City shall not be obligated to pay any amount in excess of **\$155,950.00**, without the approval of City Council.
4. **Project Completion.** City Council's preliminary acceptance of the Project, as public infrastructure, shall occur after the City Engineer confirms the substantial completion of the Project in accordance with the Project's approved construction plans. City Council's preliminary acceptance shall not be unreasonably conditioned, delayed, or denied.
5. **Warranty.** City Council's preliminary acceptance of the Project shall be conditional on Developer guaranteeing the design, materials and construction of the Project during the Warranty Period and providing fiscal assurance during the Warranty Period as required by the City Code.
6. **Payment of City's Project Contribution Costs.** City shall make payment of its contribution in full within 30 days after the Project Completion, or October 31, 2025, whichever is later.
7. **Capacity.** Upon payment of impact, and all applicable other fees, Developer shall be entitled to **125 LUEs** to serve the Subdivision. This shall be the maximum capacity to which Developer shall be entitled from the Project. The remaining Project water capacity shall be the property of the City for any and all purposes. Any LUEs not used within five (5) years of the Effective Date of this Agreement shall expire and be forfeited. The City makes no guarantee regarding LUE availability for future phases. Any additional utility service needs shall be negotiated separately with the City.
8. **Insurance.** This Agreement shall be subject to the insurance coverage requirements of the Insurance Addendum attached hereto. With the prior written approval of the City Manager, the Contractor(s) may be substituted, for Developer, as the party required to maintain insurance coverage. In order for such substitution to be authorized, the contract

between Developer and its contractor shall include the Insurance Addendum and shall be provided, as executed, to the City Manager.

9. **Indemnification.** This Agreement is subject to (and any agreement Developer enters with Contractor(s) to construct the Improvements shall include) the indemnification language that follows: **DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR DEVELOPER KNOWN TO DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

This Indemnification Provision shall survive termination of this Agreement by expiration, mutual agreement, or Default, for eight years after such termination or until any claim made against the City during such survival period is resolved, whichever is later.

10. **Term.** This Agreement shall terminate twenty-four months from the Effective Date or upon acceptance, and payment of its contribution, by City related to the Project, whichever occurs first.
11. **Default.** Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party.
 - a. **Developer's failure to complete timely Project.** Subject to cure, force majeure, should Developer fail to complete the Project, or any component thereof by the prescribed Completion Date, City may either terminate this Agreement or exercise its right under the performance bond and require the surety to Complete the Project. In the event City elects to terminate, the Parties shall have no further obligations to the other after such termination save and except as provided under Section (9) (entitled "Indemnification"). In the event City elects to enforce its rights under the performance agreement: (i) Developer shall not be entitled to any reimbursement for any Project component for which Developer was in Default; and (ii) the reimbursement otherwise due to Developer, for completion of any Project component, shall be reduced by equal amount to the City's actual costs for the completion of the Project component for which Developer was in Default. Moreover, should the Developer fail to complete the utility upsizing project noted in this Agreement, the Developer may not continue to develop the land associated with the upsizing of the utility noted herein, until the performance deficiencies are remedied to the City's satisfaction.
 - b. **City's Default.** In the event of Default by City, Developer's sole remedy is an action for any unpaid portion of City's Project Contribution Costs.
 - c. **Special Damages.** Neither Party shall be entitled to special damages such as incidental, consequential, special, exemplary, or putative damages as a result of Default by the other Party.

III. MISCELLANEOUS

This Agreement shall be subject to the terms and conditions which follow:

1. **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

2. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction.
4. **Attorney's Fees.** In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful Party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorney's fees and costs.
5. **Assignment.** Developer understands and agrees that City expressly prohibits Developer from selling, transferring, assigning or conveying in any way any rights to receive the proceeds under this Agreement without City's prior written consent.
6. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
8. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement.
9. **Enforcement.** The City Manager or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. As required by Texas Local Government Code Section 212.074(a) all of Developer's records related to the Project shall be available for inspection by the City Manager upon reasonable request.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council.

11. **Exhibits, Addenda, and Attachments.** All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following:

Exhibits:

Exhibit "A" Project Construction Plans
Exhibit "B" Costs Comparison Table

Addenda Insurance Addendum

12. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated Party and delays caused by the other Party, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.
13. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.
14. **Immunities and Defenses.**
- a. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - b. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.
15. **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
16. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement

does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

17. **Notices.** Any notice, statement, and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by electronic mail, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Meritage Homes of Texas, LLC
Attn: Brandon Hammann
12301 Research Blvd., Building 4, Suite 400
Austin, Texas 78759
Email: brandon.hammann@meritagehomes.com

CITY: City of Burnet
Attn: City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611
Email: citymanager@cityofburnet.com

18. **Recitals.** The recitals set out in the preamble of this Agreement are found and determined by the Parties to be true and correct and are made part of this Agreement for all purposes.
19. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
20. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
21. **Venue.** All obligations of the Parties created hereunder are performable in Burnet County, Texas; and, therefore, any action arising under this Agreement shall lie in a court of competent jurisdiction in said county.

22. **Waiver.** The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

Remainder of this page intentionally left blank. Signatures follow on the next page.

Creekfall Phase 3 Developer Participation Agreement

This Agreement is legally effective and enforceable the last date of execution of this Agreement by the Parties.

CITY:

DEVELOPER:

CITY OF BURNET

MERITAGE HOMES OF TEXAS, LLC

By: _____
David Vaughn, City Manager

By: _____
Brandon Hammann, VP of Land Development

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2024, by Brandon Hammann, in his capacity as Vice President, and on behalf, of Meritage Homes of Texas, LLC.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2024, by David Vaughn, in his capacity as City Manager, and on behalf, of the City of Burnet, Texas.

Notary Public in and for the State of Texas

INSURANCE ADDENDUM

This Agreement shall be subject to the insurance requirements that follow:

1. Prior to the commencement of any work under this Agreement, the Developer’s Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s City Manager, which shall be clearly labeled with the legal name of the Developer’s project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City’s City Manager, or Assistant City Manager. No officer or employee, other than the City’s City Manager, or Assistant City Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increased risk.

3. A Developer’s Contractor’s financial integrity is of interest to the City; therefore, subject to Developer’s Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Developer’s Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Developer’s Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

Creekfall Phase 3 Developer Participation Agreement

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Broad form property damage, to include fire legal liability 	<p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</p>

* May be waived by City Manager if not applicable to activities performed by Developer

4. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The Developer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. The Developer shall pay any costs incurred resulting from said changes. Copies of such documentation required under this section shall be delivered to:

City of Burnet, Texas
Attn. City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

5. Developer agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- a. Name the City, its officers, officials, employees, volunteers, and elected representatives as by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Burnet where the City is an additional insured shown on the policy.
 - c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

- d. Provide thirty (30) calendar days' advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days' advance notice for nonpayment of premium.
6. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Developer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Developer's authorization under this Agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's or its subcontractors' performance of the work covered under this Agreement.
8. It is agreed that Developer's Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Burnet for liability arising out of operations under this Agreement.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

Exhibit "A" (Sewer Line)

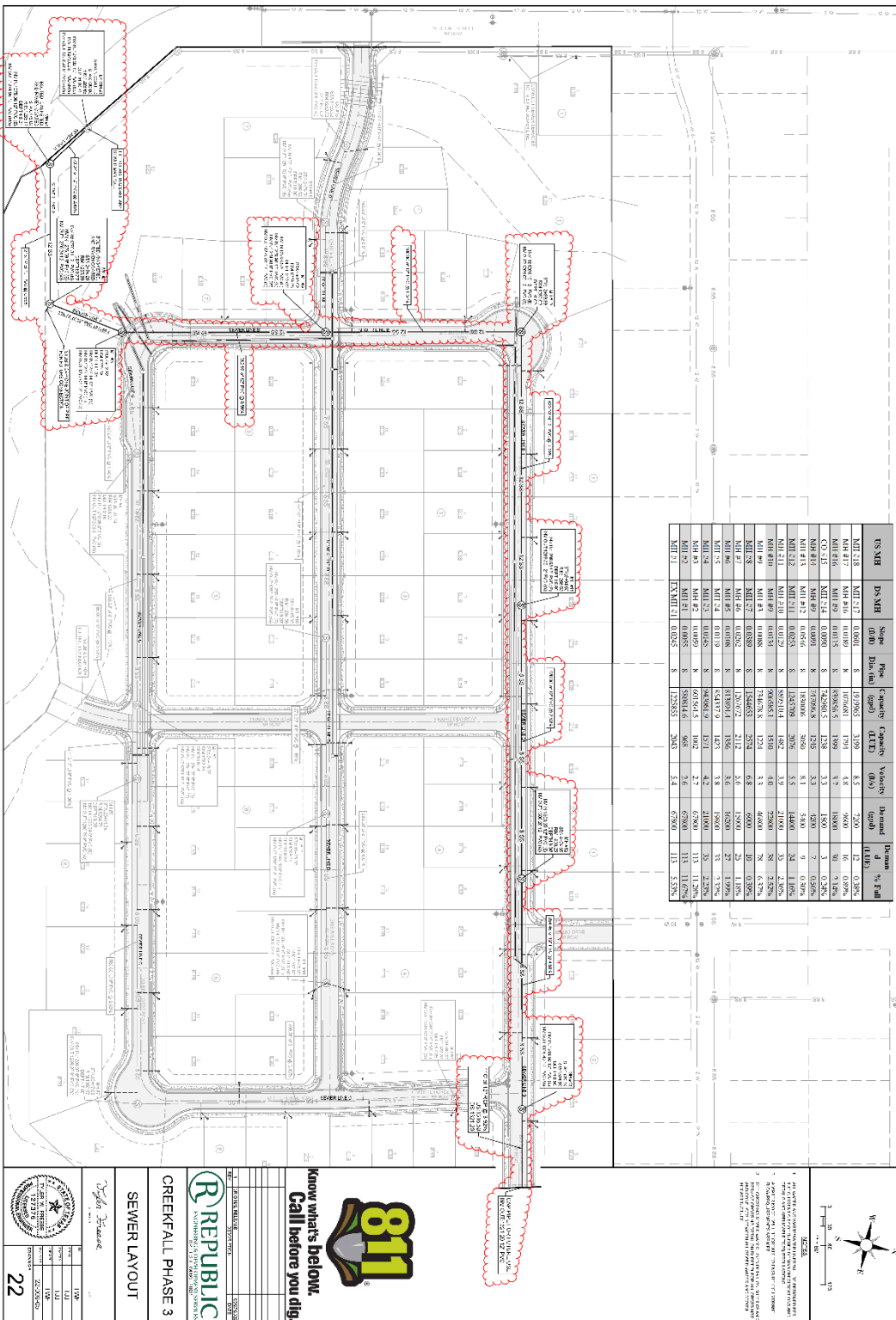


Exhibit "B"

CREEKFALL PHASE 3 WATER LINE OVERSIZING COST

WATER IMPROVEMENTS ALONG WESTFALL							
DESCRIPTION	QUANTITY	UNIT	8" UNIT PRICE	12" UNIT PRICE	8" AMOUNT	12" AMOUNT	DIFFERENCE
C900 DR-18	632.00	LF	\$60.00	\$100.00	\$37,920.00	\$ 63,200.00	\$25,280.00
Connect to Existing	2.00	EA	\$2,000.00	\$2,500.00	\$4,000.00	\$ 5,000.00	\$1,000.00
Fire Hydrants	1.00	EA	\$6,000.00	\$7,000.00	\$6,000.00	\$ 7,000.00	\$1,000.00
Gate Valve	4.00	EA	\$2,000.00	\$4,000.00	\$8,000.00	\$ 16,000.00	\$8,000.00
Long Double Service	1.00	EA	\$1,630.00	\$2,000.00	\$1,630.00	\$ 2,000.00	\$370.00
WATER IMPROVEMENTS TOTAL					\$57,550.00	\$93,200.00	\$35,650.00

Oversizing Cost \$35,650.00

CREEKFALL PHASE 3 SANITARY SEWER OVERSIZING COST

SEWER IMPROVEMENTS FROM EX MH#1 TO CAP AT BIG SUGAR ROAD							
DESCRIPTION	QUANTITY	UNIT	8" UNIT PRICE	12" UNIT PRICE	8" AMOUNT	12" AMOUNT	DIFFERENCE
SDR-26	2,360.00	LF	\$63.00	\$110.00	\$148,680.00	\$ 259,600.00	\$110,920.00
Double Service	18.00	EA	\$1,590.00	\$2,000.00	\$28,620.00	\$ 36,000.00	\$7,380.00
Single Service	5.00	EA	\$1,350.00	\$1,750.00	\$6,750.00	\$ 8,750.00	\$2,000.00
SEWER IMPROVEMENTS TOTAL					\$184,050.00	\$304,350.00	\$120,300.00

Oversizing Cost \$120,300.00