# \* STARLIGHTHOMES

November 7, 2017

Mr. Leon Barba City Engineer City of Kyle 100 W Center Street Kyle, Texas 78640

RE: Bunton Creek Wastewater Interceptor

Reimbursement Agreement

Dear Mr. Barba:

Starlight Homes Texas, LLC (Starlight) is currently constructing the subdivision infrastructure for Bunton Creek Reserve Phase 1. A portion of this infrastructure crosses the proposed Bunton Creek Wastewater Interceptor (Interceptor), a City of Kyle project.

In order to prevent the trenching of newly constructed streets and detention facilities in Bunton Creek Reserve for the construction of the Interceptor, the City of Kyle and Starlight agree that Starlight should construct the portion of the Interceptor that crosses Bunton Reserve Boulevard and the adjacent detention facilities with reimbursement by the City of Kyle.

The limits of the Interceptor constructed with Bunton Creek Reserve Phase 1 are from approximate Sta 56+66 to approximate Sta 61+30, as shown on the attached plan and profile exhibit. Cost of the project is \$145,380.00 as shown on the attached cost estimate under Option 4.

The City of Kyle will provide the final engineered plans to Starlight, with the City's engineer and Starlight's engineer confirming that benchmark information is correctly coordinated. The City of Kyle will reimburse Starlight \$145,380.00 plus any costs incurred by specific onsite field conditions related to the Interceptor. Reimbursement will be provided within 30 days of the acceptance by City Council of the Bunton Creek Reserve, Phase 1 subdivision improvements.

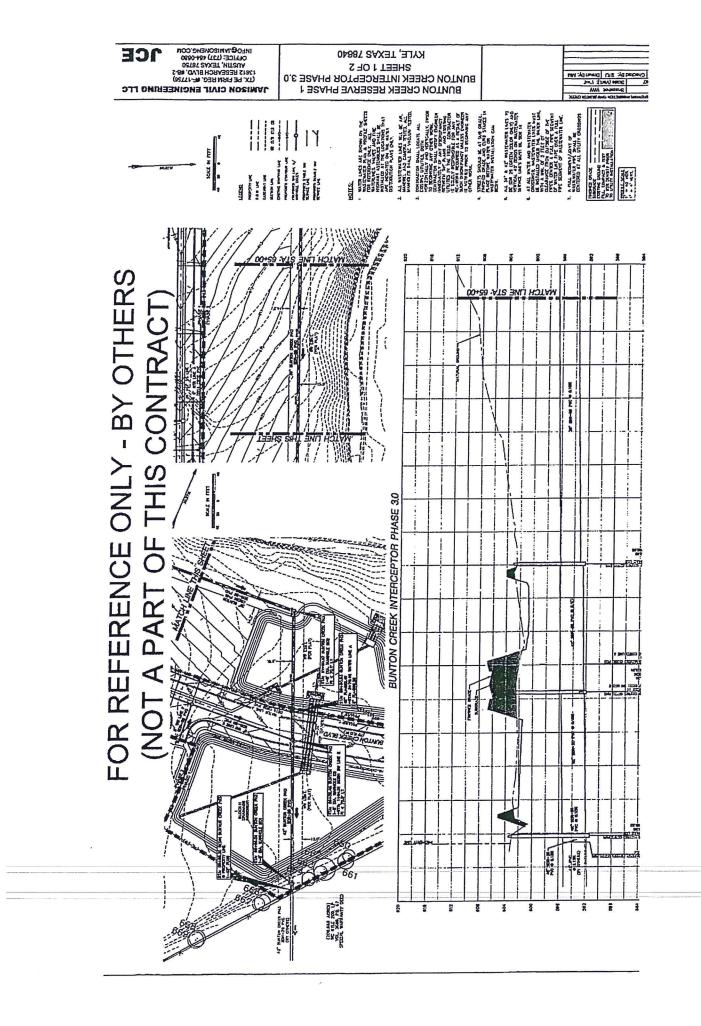
Please review this letter and the attachments and consider approval of a reimbursement agreement for the described construction. Should you have any questions, feel free to contact me.

Sincerely,

Frank H. Del Castillo, Jr.

Land Development Manager

Starlight Homes Texas, LLC



# **BUNTON CREEK PHASE 3 WW**

DESCRIPTION		QUANTITY	UNIT	UNIT PRICE			TOTAL
WASTEW	ATER IMPROVEMENTS (OPTION 1)						
1	12" Reclaimed Waterline C-900 DR 14 Purple PVC	465	LF	\$	50.00	\$	23,250.00
2	36-Inch SDR-26 ASTM F-679 Gravity Wastewater	50	LF	\$	228.00	\$	11,400.00
3	42-Inch SDR-26 ASTM F-679 Gravity Wastewater	415	LF	\$	261.00	\$	108,315.00
4	Trench Safety	930	LF	\$	2.00	\$	1,860,00
5	5' Wastewater Manhole	2	EA	\$	6,975.00	\$	13,950.00
6	Maint Only Bond - Kyle (2 yr @ 35%)	1	LS	\$	1,870.00	\$	1,870.00
	V	Wastewater Improvements Subtotal				\$	160,645.00
WASTEWATER IMPROVEMENTS (OPTION 2)							
1	12" Reclaimed Waterline C-900 DR 14 Purple PVC	405	LF	\$	50.00	\$	20,250,00
2	42-Inch SDR-26 ASTM F-679 Gravity Wastewater	405	LF	S	261.00	\$	105,705.00
3	Trench Safety	810	LF	S	2.00	\$	1,620.00
4	Maint Only Bond - Kyle (2 yr @ 35%)	1	LS	\$	1,505.00	\$	1,505.00
	The state of the s	astewater Im	vater Improvements Subtotal				129,080.00
WASTEWATER IMPROVEMENTS (OPTION 4)							
1	12" Reclaimed Waterline C-900 DR 14 Purple PVC	465	10	•	E0.00	•	00.050.00
2	36-Inch SDR-26 ASTM F-679 Gravity Wastewater	465	LF LF	\$	50.00	\$	23,250.00
3	Trench Safety	930		\$	225.00	\$	104,625.00
4	5' Wastewater Manhole	2	LF	\$	2.00	\$	1,860.00
5	Maint Only Bond - Kyle (2 yr @ 35%)	1	EA LS	\$	6,975.00	\$	13,950.00
J	Wastewater improvements Subtotal				1,695.00	\$	1,695.00
wastewater improvements subtotal					\$	145,380.00	

#### Notes:

This proposal (here after referred to as Exhibit A), its notes, qualifications and exclusions are to be part of the contract between owner and/or general contractor and DNT Construction, LLC. If there is any conflict between Exhibit A and Contract, Exhibit A will govern.

Any items not specifically identified above, are assumed by others and not included in this proposal. This is a turnkey proposal. Any separation or break out of work will require authorization and price may be subject to change.

## Qualifications:

All responsibility for the adequacy of the plans remains with the engineer who prepared them. In reviewing these plans, DNT must rely upon the adequacy of the work of the design engineer. Review of the plans does not constitute a verification of all data, information and calculations issued by the design engineer. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of the plans and specifications.

### **Exclusions:**

P&P Bond, inspection fees, permits, tax, any geological remediation, density and/or materials testing, relocation of existing utilities, landscaping, irrigation, SWPPP, tree mitigation, tree fertilization, certified arborist