

DEVELOPER'S AGREEMENT
CONTRACT FOR UTILITY IMPROVEMENTS
Regional Water Main Construction

THIS AGREEMENT, made this _____ day of _____ 2013, by and between:

Village of Sturtevant, hereinafter referred to as the "Village" and the Racine Water Utility, Racine County, Wisconsin, hereinafter referred to as the "Utility", whose offices are located at 800 Center Street, Room 227, Racine, Wisconsin 53403.

WITNESSETH:

WHEREAS, Village has requested to construct and install regional water facilities, as defined in the City Municipal Code and the Retail Water Service Agreement, paragraph 9. Contract Front Foot charges for Future Growth Mains, sub (b)(1) Village initiated main (i) Request for Future Growth Main dated December 19, 2006.

NOW, THEREFORE, in consideration of said approval, the Village and Racine Water Utility agree as follows:

ARTICLE I: PROJECT SPECIFIC CIRCUMSTANCES

a. Premise:

The Racine Water Commission at its meeting dated November 27, 2012, authorized the General Manager to facilitate the Village of Sturtevant request for a regional water main project in accordance with the Sturtevant Retail Water Agreement.

b. Unique Circumstances Surrounding This Request.

The Retail Water Agreement is written such that a regional main is a Racine Water Utility responsibility from design, contract award, inspection and final acceptance. In this case, the Village will be funding this regional water main project as well as a close by local water main project with 100 % funding from a local Tax Incremental Financing District (TID). Front foot charges defined in the agreement will not be assessed and collected by the Racine Water Utility, however if the Village decides or determines to assess such water main related charges they have the power to do so within their local ordinances by action of their Village Board. Timing of this project to facilitate a new development in the Village is such that it would be prudent for the Village and their engineer to design and award both the local and regional water main contracts at the same time and under the same contract. The Racine Water Utility is willing to delegate that part of the regional project responsibilities to the Village in the interest of time and cost for both Parties.

NOW, THEREFORE, in consideration of said approval, the Village agrees as follows:

ARTICLE I: GENERAL CONDITIONS

A. Engaging Qualified Contractors

Village agrees to engage contractors for all work included in this Agreement who are qualified to perform such work, and for local water facilities shall engage only those contractors and engineers approved for such work by the Racine Water Utility.

B. Work According to Approved Plan and Specifications

Village agrees to use materials and make the various installations, in accordance with the approved plans and specifications, made a part hereof and incorporated by reference, including those standard specifications for local water facilities, in accordance with plans and specifications approved by the Racine Water Utility.

C. Payment of Review and Inspection Fees

1. Village agrees to pay those costs and fees for professional inspection and construction review services incurred by the Racine Water Utility. These may include reasonable fees for Utility supervision and administration of those services, relating to engineering review of any plans and specifications submitted by the Village and its consultant for approval by the Racine Water Utility and relating to inspection and review of work performed under this Agreement, and for all such costs and fees relating to local water facilities and incurred by on behalf of the Racine Water Utility.
2. Those costs and fees that originate from non-City of Racine employees, such as private engineering firms, shall be the actual costs as billed to the Racine Water Utility by the private firm (Village consultant) as shown on the invoice amount, plus any Racine Water Utility's administrative and supervision factors. These costs and fees that originate from services provided by Racine Water Utility employees, including those of City of Racine Commissions, shall be according to the actual hours involved including: supervision and administration, employee's salaries plus overhead for their fringe benefits, office space, travel and other commonly accepted components of overhead.
3. Said fees are estimated by the Utility to be **\$13,000.00 (Construction Related Services)** in connection with this Agreement, and shall be payable within thirty (30) days of each invoice rendered by the Racine Water Utility to the Village. Unless otherwise stated here, the Utility will invoice the Village at monthly intervals.
4. The foregoing fee estimate represents Racine Water Utility's best judgment, but the parties agree it is not a binding quotation. If Racine Water Utility becomes aware that the estimate is substantially in error, it shall immediately notify Village so that an addendum to the Agreement may be negotiated.

5. The Racine Water Utility may in this case hire a local engineering firm to inspect the installation of the local water main facility and may choose to inspect the regional water main with in-house or other inspection parties in accordance with the retail water agreement

ARTICLE II: DEDICATION AND GUARANTEE

A. Dedication and Acceptance of Public Facilities

1. The Village agrees that all dedications to the public of lands and improvements covered by the accompanying Agreement are made without conditions, and shall provide evidence that such dedications, grants of easements or other property interests are unencumbered, excepting for any encumbrances specifically permitted with respect to local water facilities, Racine Water Utility.
2. The Village further agrees that no improvements may be offered to the Utility for acceptance of the dedications unless all review and inspection fees identified under Article I. Paragraph C, are paid in full, and that all contractors who have performed work hereunder have received payment in full for their materials and services, certified in the form of waivers, copies of which shall be presented to the Racine Water Utility including as-built drawings of installed water facilities. The Racine Water Utility would prefer AutoCAD electronic as-built drawings to incorporate into the Utility GIS.

B. Guarantee

The Village hereby agrees to guarantee all work performed under this Agreement, for a period of one (1) year from the date of final acceptance with respect to local water facilities, the Racine Water Utility. Such guarantee shall be against defects in materials or workmanship providing the Village uses granular backfill for filling trenches and for infrastructure installation. If such a defect should appear, the Village agrees to make the required replacement or acceptable repairs at its own expense. The expense included total and complete restoration of any disturbed surface or component of the improvements to the standard provided in the plans and specifications, regardless of improvements on lands where the repair or replacement is required. If Village uses other than granular backfill, the guarantee will be for a period of three (3) years from the date of final acceptance by the Racine Water Utility. In the event that valve boxes and/or stop boxes are damaged by grading contractors, the Village shall restore damaged infrastructure to like new condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF STURTEVANT

CITY OF RACINE

By: _____

By: _____

Title: Village President

Title: Mayor, John Dickert

By: _____

ATTEST:

By: _____

Title: Village Administrator

Janice Johnson-Martin
Title: City Clerk

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)

Racine Water Utility
General Manager, Keith Haas