

**DEVELOPER'S AGREEMENT**  
**CONTRACT FOR UTILITY IMPROVEMENTS**

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 local water facilities, as defined in the City Municipal Code and the Retail Water Service Agreement, paragraph 5. Local Water Facilities sub (b) dated December 19, 2006.

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 **\$21,800.00 (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.

## **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, Steve Jansen

Title: Mayor, John Dickert

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: Village Administrator, Mary Cole

Title: Janice Johnson-Martin  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert K. Weber, City Attorney

(OTHER SIGNATURES)

\_\_\_\_\_  
Racine Water Utility  
General Manager, Keith Haas