

***Memorandum of Understanding
Construction of Public Water Mains Needed in Support
of the Woodman's Food Market in Racine, WI***

This Memorandum of Understanding (MOU) is entered into between Woodman's Food Market ("Woodman's"), and the City of Racine through the Racine Water Works Commission and its Water Utility, Racine County, Wisconsin ("Utility").

WHEREAS, in connection with the anticipated construction of the Woodman's Food Market project in the City of Racine, Wisconsin, Woodman's is proposing to construct and install public water facilities.

NOW, THEREFORE, in consideration of said approval, the Parties agree as follows:

A. Engaging Qualified Contractors

Woodman's agrees to engage contractors 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 Utility (such approval not to be unreasonably withheld, conditioned or delayed).

B. Work According to Approved Plan and Specifications

Woodman's 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 Utility (such approval not to be unreasonably withheld, conditioned or delayed).

C. Payment of Review and Inspection Fees

1. Woodman's and the Utility agree that there will be no charges assessed by the Utility beyond the reasonable fees invoiced to Utility for professional inspection and construction review services, including preparation of as-built drawings and pressure testing of the water facilities.
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 Utility by the private firm (The Utility's consultant) as shown on the invoice amount.
3. Said fees are estimated by the Utility to be \$15,000 in connection with this MOU. Said fees shall be payable by Woodman's within thirty (30) days after each invoice has been provided by the Utility to Woodman's. Unless otherwise stated here, the Utility will invoice Woodman's at monthly intervals.

4. The foregoing fee estimate represents Utility's best judgment, but the parties agree it is not a binding quotation. If the Utility becomes aware that the estimate is substantially in error, it shall immediately notify Woodman's so that an addendum to the MOU may be negotiated.

D. Dedication and Acceptance of Public Facilities

1. All dedications to the public of improvements covered by this MOU are made without conditions, and shall provide evidence that such dedications are unencumbered, excepting for any encumbrances specifically permitted with respect to local water facilities by the Utility. Utility agrees not to unreasonably withhold, condition or delay its agreement to accept said public improvements.
2. No improvements may be offered to the Utility for acceptance of the dedications unless all review and inspection fees identified under section 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 Utility including as-built drawings of installed water facilities. The Utility requires AutoCAD electronic as-built drawings to incorporate into the Utility GIS.

E. Guarantee

All work performed under this MOU shall be guaranteed for a period of two (2) years from the date of formal acceptance and transfer of ownership of the public water facilities contemplated hereunder, to the Utility. Such guarantee shall be against defects in materials or workmanship providing Woodman's uses granular backfill for filling trenches and for infrastructure installation. If such a defect should appear Woodman's agrees to make the required replacement or acceptable repairs at its own expense (or to cause its contractor to make the required replacement or acceptable repairs). The expense includes, if applicable, permits and associated fees, 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 Woodman's does not use granular backfill, the guarantee will be for a period of three (3) years from the date of final acceptance by the Utility.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed at Racine, Wisconsin, this ____ day of _____, 2024.

WOODMAN'S FOOD MARKET

Signed: _____

Title: _____

ATTEST:

Signed: _____

Title: _____

RACINE WATER UTILITY

Signed: _____

Title: _____

ATTEST:

Signed: _____

Title: _____