

DEVELOPER'S AGREEMENT
CONTRACT FOR UTILITY IMPROVEMENTS

THIS AGREEMENT, made this ____4th__ day of April, 2023, by and between:

HCP2 LLC, hereinafter referred to as the "Developer" 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, in connection with the Developer's anticipated construction of the Hood's Creek – Phase 3 development in the Village of Mount Pleasant, Wisconsin, the Developer is proposing to construct and install local or regional water facilities, as defined in the City Municipal Code and the Retail Water Service Agreement dated December 19, 2006, and in accordance with Wisconsin Public Service Commission PSC 185.53.

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

ARTICLE I: GENERAL CONDITIONS

A. Engaging Qualified Contractors

The Developer 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 Utility (such approval not to be unreasonably withheld).

B. Work According to Approved Plan and Specifications

The Developer 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.

C. Payment of Review and Inspection Fees

1. The Developer and Utility agree that there will be no charges assessed by Utility beyond the 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 \$10,000 in connection with this Agreement, and the remainder shall be payable within thirty (30) days of each invoice rendered by the Utility to the Developer. Unless otherwise stated here, the Utility will invoice the Developer 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 the Developer so that an addendum to the Agreement may be negotiated.

ARTICLE II: DEDICATION AND GUARANTEE

A. Dedication and Acceptance of Public Facilities

1. The Developer agrees that all dedications to the public of improvements covered by this Agreement 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.
2. The Developer 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 Utility including as-built drawings of installed water facilities. The Utility requires AutoCAD electronic as-built drawings to incorporate into the Utility GIS.

B. Guarantee

The Developer hereby agrees to guarantee all work performed under this Agreement, for a period of two (2) years from the date of formal acceptance and transfer of ownership of the local water facilities contemplated hereunder, to the Utility. Such guarantee shall be against defects in materials or workmanship providing the Developer uses granular backfill for filling trenches and for infrastructure installation. If such a defect should appear, the Developer 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 the Developer uses other than granular backfill, the guarantee will be for a period of three (3) years from the date of final acceptance by the Utility. In the event that valve boxes and/or stop boxes are damaged by Developer's grading contractors, the Developer shall be responsible to 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.

HCP2 LLC

CITY OF RACINE

By: 

By: _____

Title: Member , Jeff Badtke

Title: Mayor, Cory Mason

By: _____

ATTEST:

By: _____

Title: _____

Tara McMenamin
Title: City Clerk

APPROVED AS TO FORM:

Scott Letteney, City Attorney

(OTHER SIGNATURES)

Racine Water Utility
Mike Gitter, Director