

# EARNHART HILL REGIONAL WATER & SEWER DISTRICT

## DEVELOPER AGREEMENT

**WHEREAS**, the EARNHART HILL REGIONAL WATER & SEWER DISTRICT, a political subdivision of the State of Ohio organized under section 6119 of the Ohio Revised Code, (hereinafter EHRWSD) owns and operates a water distribution and sewer collection system and;

**WHEREAS** (hereinafter Developer), wishes to obtain water service by constructing a water transmission line(s) to a certain property known as \_\_\_\_\_, Township, \_\_\_\_\_ County.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants contained herein, the receipt of which is hereby acknowledged by each party, it is hereby agreed between the parties as follows:

### I. GENERAL

- A. In the event the Developer complies fully with the provisions of this agreement, EHRWSD will permit the Developer to tap-in to its transmission lines at a point to be determined by the parties, to connect to the transmission line(s) of EHRWSD and to thereby obtain water service from EHRWSD.
- B. In constructing said line(s), the Developer shall submit the specifications and plans for said line(s) to EHRWSD for its approval prior to commencing construction.
- C. The following statement shall be included on the plat map:

Easements are specifically granted unto EHRWSD, its successors or assigns for the location of sewer and/or water lines, valves, and appurtenances within dedicated road right-of-way and designated "Utility Easements". Also granted is the right of EHRWSD, to install, service, and maintain water meter pits and appurtenances outside of and adjacent to said right-of-way for public roads or "Utility Easements".
- D. EHRWSD will provide the Developer with a set of specifications that shall be incorporated into the development specifications. Said specifications shall be limited to material and installation only. It shall be the responsibility of the Developer to prepare adequate contract documents.
- E. Developer shall install all services for each lot to be developed with each lot having an individual service. All lots will have an address assigned by the county engineer and will be clearly shown on the plans. The Developer shall pay to EHRWSD a capacity charge for each lot to be served.
- F. EHRWSD agrees to provide service to all proposed housing, as submitted on the Developers plans, for a period not to exceed five years. All subsequent housing not developed within five years will be serviced on an availability basis only.
- G. All pipe and other materials used in the construction of said transmission line(s) by the Developer shall be of the type, size, and to the specifications approved by EHRWSD.
- H. The line(s) shall be located on private easements unless approved otherwise by EHRWSD. The Developer shall be responsible for obtaining all easements in a form acceptable to EHRWSD and recorded copies of same must be provided to EHRWSD.
- I. If the project requires lines or service lines to cross county roads, state or federal highways, or railroad, the Developer shall be responsible for obtaining all necessary permits for such crossing.
- J. Prior to the start of construction, the installing contractor shall submit to EHRWSD, proof of insurance coverage for liability & property damage in the amounts required by the project specifications, as approved by EHRWSD. The contractor shall also submit a valid State of Ohio, Bureau of Workers' Compensation certificate to EHRWSD.
- K. Said line(s) shall be constructed under the supervision of an inspector from EHRWSD and the Developer shall pay to EHRWSD an hourly inspection fee for time spent by said inspector at the site of construction, and for travel time to and from the site.

## EARNHART HILL REGIONAL WATER & SEWER DISTRICT

### DEVELOPER AGREEMENT

- L. Prior to acceptance of said line(s), the Developer shall furnish, in a form satisfactory to EHRWSD, affidavits that all material men, sub-contractors and laborers who have furnished the materials or labor for the construction of said line(s), have been paid in full, provide a certified cost of the installation and post a maintenance bond, payable to EHRWSD, equal to 10% of the construction cost to secure said warranty.
- M. Prior to acceptance of the project by EHRWSD, there shall be a pre-final inspection of the project to determine substantial completion. If EHRWSD agrees that the project is substantially complete and ready to be put into service, then a letter stating the conditions for acceptance will be issued by EHRWSD. The letter will also set forth the items that must be completed and time frames for completing the work. The letter will also outline the warranty period and procedures for repairs that may be required during the warranty period.
- N. Upon acceptance by the EHRWSD Board of Trustees, the Developer shall warrant all work and material for a period of one year from the date of substantial completion of the project.
- O. In general, the Developer is responsible for all costs, both construction and non-construction, related to the project.
- P. Upon completion of construction, the Developer shall furnish to EHRWSD releases from the owners of all property traversed by the said transmission line(s) as to any property damage which occurred during the construction of said transmission line(s) and stating that the property has been restored to a condition which is fully acceptable to the owner thereof;
- Q. Upon acceptance of the line(s) by EHRWSD, the line(s) so constructed by the Developer and all easements appurtenant thereto shall be dedicated to EHRWSD.

### II. PLANS & SPECIFICATIONS

- A. Plan sheets for water line extension routes shall be on 24 x 36 sheets. The plan sheets may be either aerial photo coverage or drawn from topographic surveys and shall be at a scale of 1" = 200'. Each 24 x 36 sheet shall be double plan style with the bottom half of the sheet providing a continuation of the top half of the sheet and stationing from left to right on each half. Stationing shall be in 100' increments except for match lines and branches.
- B. Hydraulic profile sheets shall also be 24 x 36 sheets of the double plan and profile view type, each half of the sheet having both a plan area and a profile area. The vertical scale for the profile should be 1" = 100' in elevation taken from current USGS maps and a dotted line representing the elevation of roadways along the extension route. The hydraulic design data shall be shown and detailed in the profile section of the sheet. The plan area of the hydraulic profile sheet shall contain information relating to pipe size, design notes, road information, etc. related to the hydraulic design. The horizontal scale for hydraulic profile sheets should not be more than 1" = 1000'.
- C. All other related detail sheets shall be on 24 x 36 sheets and at the appropriate scale to be neat and legible for each detail drawing.
- D. The developer must provide EHRWSD with one copy of the plans in AutoCAD format. The drawing must be oriented to State Plane Geometry.
- E. The specifications and bid documents shall be in booklet form on 8 1/2 x 11 paper. The specifications shall be complete with regard to material and workmanship required for the entire project. The specifications shall require performance and payment bonds, liability insurance, workmen's compensation and all other requirements to hold EHRWSD harmless due to the actions of others.

**EARNHART HILL REGIONAL WATER & SEWER DISTRICT**

**DEVELOPER AGREEMENT**

- F. The cover pages of the plans and specifications shall clearly indicate that all water lines and related facilities, upon completion and final acceptance by EHRWSD shall be dedicated to EHRWSD.

**III. PLANS AND SPECIFICATIONS APPROVAL**

- A. Two sets of plans and specifications shall be submitted to EHRWSD for review along with a prebid estimate of the construction costs. Plans shall include a signature block for EHRWSD approval. The plans will be certified by a professional engineer, registered in the State of Ohio.
  - 1. If the plans and specifications are approved by EHRWSD without requiring changes, EHRWSD shall provide a letter of approval to the Developer and request additional plans, specifications, and payment of the fees as required to submit to Ohio EPA.
  - 2. If the plans and specifications are rejected, then EHRWSD will return one set of the documents, with a statement of the reasons for rejection, to the Developer for revision by the engineer. After changes are made, the plans may be resubmitted, and if approved by EHRWSD, they will be submitted to Ohio EPA as per item a) above.
- B. Any and all changes as required by the Ohio EPA to the plans and specifications shall be made by the engineer and resubmitted to Ohio EPA with documentation sent to EHRWSD. Ohio EPA approval is required before any action can be taken on the project.
- C. The plans must also be submitted to and approved by any other political subdivision, planning commission, or other state, local, or federal agency having jurisdiction for the project. Any and all costs required to secure the approval(s) shall be paid by the Developer.
- D. Prior to commencing construction of the project the Developer's contractor shall submit to EHRWSD, in triplicate, copies of all necessary shop drawings for material to be used on the project. If approved by EHRWSD, one copy will be returned to the contractor, one copy used for inspection, and the remaining copy for EHRWSD records.
- E. After obtaining all necessary approvals of the plans and specifications and/or permits to construct the water line improvements, EHRWSD shall issue a Permit to Install.
- F. Any and all changes that may be required during construction shall be agreed to in writing by EHRWSD, the Developer, and the contractor prior to making changes.
- G. Construction shall proceed in a timely manner with continuous inspection of the work by an EHRWSD inspector. The costs for inspection shall be billed to the Developer on a periodic basis and at the rates in effect during the inspection period.

**IN WITNESS WHEREOF**, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in duplicate of original.

**DEVELOPER**

**EARNHART HILL REGIONAL WATER & SEWER DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

General Manager

Title: \_\_\_\_\_

Address:

**EARNHART HILL REGIONAL WATER & SEWER DISTRICT**

**DEVELOPER AGREEMENT**

City, State, Zip

Phone: