

Public Water Supply District #12 Of Jefferson County, Missouri

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STANDARD WATER MAIN EXTENSION AGREEMENT

A contract made this _____ day of _____, 20____, by and between,

(Developer 's name)
and Public Water Supply District No. 12 of Jefferson County, Missouri, hereinafter referred to as
"District".

WITNESSED:

WHEREAS, Developer desires to develop certain real estate, being the real property known as _____ (hereinafter the "Project Site") that it represents to be situated within the boundaries of the District and to construct and install therein various water mains, service lines and appurtenances (hereinafter the "New Water Facilities") and to dedicate the same to the District for integration within its existing water system and thereafter for the District to operate, keep and maintain the same; and,

WHEREAS, in accordance with the District's rules, regulations and policies, all of the plans for construction and installation of the New Water Facilities, the materials used and the manner of such construction is required to satisfy the District's rules, regulations and policies therefore and be approved by the District; and,

WHEREAS, except as otherwise agreed in writing, the Developer is required to bear all of the expense incurred by it, and likewise all expenses of the District ("District's Expenses") related to the preparation or review of plans, and for construction, installation and inspection of the New Water Facilities (collectively the "Project").

NOW, THEREFORE, in consideration of their mutual covenants and agreements as herein provided, the Developer and the District agree as follows:

PRELIMINARY PHASE

1. **Preliminary Review Fee:** The Developer shall pay the Preliminary Review Fee as set forth in *Appendix A* of this document to secure payment of the District's Expenses incurred

in the preliminary phase. The District's Expenses shall include all expenses of the District as herein below further described, or which are incurred by the District with respect to the Project.

2. **Initial Review:** The Developer may, but is not required to, submit to the District initial information, plans, specifications, drawings and plats for the Project and Project Site for comment by the District. In that event, the District will offer the Developer its comments, including reasonably anticipated conditions that may be required for the Project. If the Developer requests such preliminary comments, Developer shall deliver to the District, in addition to the foregoing, any written comments previously obtained from the Jefferson County Planning and Zoning Commission, any Fire Protection District(s), and any other local or state governmental authority. The District reserves the right to change, amend and add additional comments and conditions at the planning phase if the Developer proceeds with the Project.
3. **Developer's Option:** If the Developer desires to proceed with the Project after the District's comments, the Developer shall then proceed with the completion of the remaining phases as set forth herein. If the Developer decides not to proceed with the Project, upon written notice thereof, the District will close its file.

PLANNING PHASE

1. **Plan Submittal:** The Developer shall submit to the District three (3) sets of Plans and Specifications prepared and sealed by a Professional Engineer Registered in the State of Missouri for the Project, together with the plan review fee in the amount as set forth in *Appendix A* of this document. The Developer's plans and specifications shall include and/or incorporate the following:
 - a. The District's specifications and construction standards, including detail drawings.
 - b. Approval of the Fire Marshal of each Fire Protection District in which any part of the Project is located. This approval shall be in form of the Fire Marshal's stamp and signature on the subject plans.
 - c. A location overview map.
 - d. Certification of ownership of all lands to be served and all easements to accommodate the proposed extension.
 - e. Attached forms A-1 and A-2 of this document shall be completed and submitted with the plans and specifications.
2. **District Review:** The Developer hereby authorizes the District, by its personnel or with such professional assistance as the District, in its sole discretion, shall determine to be required, to prepare, review and approve such plans, specifications and construction standards submitted by the Developer for the New Water Facilities which shall be constructed at the Project Site, and the Developer does further agree to pay all of District's Expenses incurred therefore.

In the event of changes required by the District to the Developer's plans and specifications, the Developer shall cause its engineer to modify the plans and specifications and to satisfy the comments and conditions of the District and shall re-submit three (3) modified sets of

plans and specifications conforming to the District's standards. The re-submitted plans and specifications are subject to review by the District in the same manner as the original plans and specifications.

3. **District Expenses:** The Developer shall be responsible for, and reimburse the District, for all of the District's Expenses. "District's Expenses" as used in this Agreement shall include any expenses incurred by District and related to the Project including, but not by exclusion, any expenses for materials, time expended by its personnel, and any expenses incurred for any professional assistance concerning the Project. The District's personnel shall be billed at the respective employee's wages, including but not by exclusion the wage rate and all benefits paid or provided for the employee. To secure payment of the District's Expenses, the Developer shall deposit with the District, at the time of submission of its plans and specifications, the amount of the Total Estimated Plan Review Fee as set forth in *Appendix A*. If the District shall determine at any time that the District's Expenses exceed the amount of the aforesaid deposits, the District may, in its sole discretion, require the Developer to deliver to the District an additional deposit which shall be delivered to the District within five (5) days of the date of demand. If the District's Expenses exceed the amount of the aforesaid deposits, the balance due shall be paid before further work is performed or water service is instituted to the specified mains or lines, or upon abandonment of the Project, whichever is appropriate. If the expenses of the District are less than the amount of the aforesaid deposit(s), the balance thereof shall be refunded to the Developer no later than the next regular meeting of the District's Board of Directors after being requested.
4. **Certificate of Insurance:** As a condition of approval, and whether or not otherwise set forth as a comment or condition by the District, the Developer shall or shall cause its contractor to carry commercial general liability insurance and shall provide a Certificate of Insurance, which names the District as an additional insured for the duration of the Project. The commercial general liability insurance shall be in a reasonable sum as agreed by the Developer and the District and shall not be less than \$1,000,000.00 per occurrence and, \$2,000,000.00 in the aggregate. Further, the Developer shall protect, hold harmless and indemnify the District from any damages, claims, awards or judgments arising from any act or omission relating to the Project. The certificate of insurance shall also reflect that the contractor carries workers' compensation insurance for the duration of the Project.

CONSTRUCTION PHASE

1. **Permits:** The Developer shall acquire any and all permits required by any governmental authority at the Developer's sole expense and present the permit, or a copy thereof, to the District for its permanent records.
2. **Easements:** The Developer shall provide, before the commencement of any type of construction, satisfactory evidence that it is the owner of or that it will acquire easements necessary for the Project. After completion of the Project, the Developer shall deliver to the District copies of recorded easements, or final recorded plats with easements dedicated, which are necessary for construction of the New Water Facilities. The easements shall be in a form that may be assigned to the District if not dedicated to it.

3. **Construction Fee:** The Developer shall additionally bear all of the District's Expenses incurred and relating to the Project. To secure payment of the District's Expenses, the District requires the Developer to deposit with the District a prepayment (deposit) of these expenses in such sum as it shall deem reasonable. Any such deposit shall be delivered to the District within fifteen (15) days of the District delivering to the Developer notice of such requirement and shall be a condition upon any further obligations of the District hereunder. The Developer shall deliver to the District, payment of the Water Main Tap-On Fees as stated in *Appendix B* of this document in addition to Construction Inspection Fees as stated in *Appendix C* of this document. If the District shall determine at any time that the District's Expenses exceed the amount of the aforesaid deposit, the District may, in its sole discretion, require the Developer to deliver to the District an additional deposit which shall be delivered to the District within five (5) days of the date of demand, and the District's performance shall be suspended until such additional deposit shall be delivered to the District. If the District's Expenses exceed the amount of the aforesaid deposit(s), the balance due shall be paid before further work is performed or water service is provided to the specified mains, or upon abandonment of the Project, whichever is appropriate. If the District's Expenses are less than the amount of the aforesaid deposit(s), the balance thereof shall be refunded to the Developer no later than the next regular meeting of the District's Board of Directors. Failure of the Developer to make payment in accordance herewith, or failure of the Developer to remit payment of a deposit when due, shall render onto the District the right to terminate its performance hereunder, or, if it has fully performed, to refuse to provide water service to the Project or Project Site, or both.
4. **Construction:** The Developer shall construct and install the New Water Facilities in accordance with standards and regulations of the District and shall be solely liable for, and pay for, all material, labor, and associated costs and expenses for construction, installation, relocation or connection of the New Water Facilities which are incorporated into the Project, and any inspection, test or other approval thereof.
5. **Time:** The Developer shall complete construction and installation of the New Water Facilities within a reasonable period after the District's final approval of the plans and specifications. This time period is not to exceed one (1) calendar year, unless extended by the District upon written application of the Developer for good cause shown.
6. **Assignment:** The Developer further agrees and does hereby grant, bargain, sell, convey, assign, transfer and set over unto the District, its successors and assigns, forever, all pipes, valves, gates, and other mechanical parts, and equipment appurtenant to said water mains and appurtenances and all right of ways and easements necessary or incidental to the operation, maintenance, repair, or replacement of said water mains and appurtenances, to have and to hold the same to the District, its successors and assigns, forever. The Developer shall, before the District's acceptance of the New Water Facilities, and prior to connection to the District's existing water distribution system, deliver to the District any additional written documents or instruments reasonably required by the District to evidence these transfers, in a recordable form, and payment of any recording fees.
7. **Warranty:** The Developer, for itself, its heirs, successors and assigns, does hereby warrant to the District, its successors and assigns, that the Developer is the owner of good and merchantable title to all of the property, real and personal, above granted and described, and that the same is free from all liens, charges, and encumbrances whatsoever, except such lien

for current real estate taxes not yet due. The Developer, for itself, its heirs, successors and assigns, does further warrant that the New Water Facilities will be constructed in a good and workman-like manner, conform to the plans and specifications, and warrants all of the materials used and the labor and workmanship for a period of one (1) year from the date of the District's acceptance.

8. **Additional:** Any and all obligations of the Developer hereunder shall be performed consistent with the rules, regulations and policies of the District. To the extent that the Project shall include the installation of any fire service line, fire hydrant or sprinkler system, and unless expressly provided to the contrary, the obligations of the Developer and any obligations of the District shall be governed in accordance with the policies and procedures of the District including, but not by way of exclusion, as identified in its contract(s) relating to fire service lines, fire hydrants or sprinkler systems, and all such terms, conditions and obligations the parties incorporate herein by reference as if fully set forth herein. Further, the parties acknowledge and agree as follows:
 - a. The District does not guarantee a specific or adequate pressure or flow of water to a main, fire service line, fire hydrant or sprinkler system and it is expressly agreed that no liability shall be incurred by the District because of the failure of water pressure or water flow from any of same. The District will not be responsible for locating fire service lines or equipment appurtenant thereto for utility companies.
 - b. No person, except an employee of the District being duly authorized, is to take water from any fire hydrant or sprinkler system or flush a fire hydrant or sprinkler system for any purpose except for fire purposes or for the use of the local fire protection district in case of a fire and water shall not be taken away from any fire hydrant or sprinkler system for sprinkling streets, flushing gutters, flushing sewers, or for any purpose except for the extinguishing of fires, unless the District shall have given its permission and shall have provided a meter for the measure of such water used and a charge shall be made, at the current rate in effect, for any such water used pursuant to the District's permission.
 - c. The parties acknowledge that at the present time the District makes no charge for water used in extinguishing fires. However, it is specifically understood and agreed by the parties that the District shall have the right, at its sole judgment, to institute such a charge without further notice to the owner, its successors or assigns or to any other party.
9. No verbal representations inconsistent with the provisions of this Agreement have been made to the Developer by any representative of the District.
10. The Developer agrees to pay to the District all of the District's attorney fees, expenses and costs incurred in enforcing any of the Developer's obligations under this Agreement, and to pay or reimburse to the District all attorney fees, expenses and costs incurred to defend any claim made against the District and concerning the Project whether this Agreement is enforced or such claim is defended or resolved by negotiation, arbitration, mediation or litigation.

IN WITNESS WHEREOF the parties have hereunto set their hands the date and year first above mentioned.

FOR THE DEVELOPER:

Name of Developer/Company: _____

Signed By: _____ (signature)

Printed Name and Title: _____

Attest: _____ Printed Name: _____

FOR THE DISTRICT:

Public Water Supply District No. 12 of Jefferson County, Missouri

Signed By: _____ (signature)

Printed Name and Title: _____

Clerk of the Board of Directors: _____ (signature)

Clerk Printed Name: _____

FORM A-1

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

Subdivision Name: _____

General Location: _____

Jefferson County Recorder's Plat Book # _____ Page # _____ (if recorded)

Developer's Name: _____

Developer's Address: _____

Phone Number(s): Preferred: _____ Other: _____

Land Owner's Name: _____

Land Owner's Address: _____

Phone Number(s): Preferred: _____ Other: _____

Developer's Engineering Firm: _____

Engineer's Name: _____

Engineer's Address: _____

Phone Number(s): Preferred: _____ Other: _____

Developer's Contracting Firm: _____

Contractor's Main Contact: _____

Contractor's Address: _____

Phone Number(s): Preferred: _____ Other: _____

Jobsite Contact: _____

Jobsite Phone Number: Preferred: _____ Other: _____

FORM A-2

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

List the name and address of each person or entity who is the owner of record of any real property affected by the Project. Owners affected include, but not by way of exclusion, owners of any property through which any part of the New Water Facilities shall be constructed or installed. If property is jointly owned, the name of each joint owner is required.

	<u>Name(s)</u>	<u>Address of Affected Property</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____

APPENDIX A

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

PRELIMINARY REVIEW FEE

The Developer shall pay the District a non-refundable Preliminary Review Fee of \$100.00 to review the proposed Project with the Developer and offer opinions on the Project's construction before forwarding plans to the District Engineer for a more thorough review.

ESTIMATED PLAN REVIEW FEES

<u>Item</u>		<u>Fee</u>
Main Extension Total Linear Footage:		
Less than 1,000 ft.:	\$ 400.00	\$ _____
1,000 ft. to 5,000 ft.:	\$ 600.00	\$ _____
Over 5,000 ft.:	\$ 800.00	\$ _____
Pressure Reduction Station(s):	\$1,000.00	\$ _____
Booster Pumping Station(s):	\$1,000.00	\$ _____
Creek Crossing(s)	\$1,000.00	\$ _____
Other: _____	\$ _____	\$ _____

Total Estimated Plan Review Fee: \$ _____

APPENDIX B

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

WATER MAIN TAP-ON FEES:

Water Main Tap-On Fees are \$500.00 per connection to existing main lines for new water main extensions. The number of connections in this Project in accordance with the preliminary plan submitted to the District is noted below. If the final approved plans or any modification thereof during construction with the consent of the District shall change this number, the amount of the Water Main Tap-On Fee will be adjusted, and any increased amount shall be payable before approval and acceptance of the water main extension and water service is provided. Any excess fees will be refunded no later than the next regular meeting of the District's Board of Directors after being requested.

Proposed connections to existing main lines: _____ X \$500.00 = \$ _____

NOTE: The above Water Main Tap-On Fees are for main line connections only and do not include the service line connection of any residential, commercial or other building. An additional Water Service Tap-On Fee and Service Contract will be required for each service connection. This is usually the responsibility of the end user or builder.

APPENDIX C

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

CONSTRUCTION INSPECTION FEES:

Base Cost*: \$ 200.00
(includes observance of two pressure tests and two bacteriological tests)

Number of main-line valves: _____ X \$50.00 each \$ _____
(does not include tapping and hydrant valves)

Number of fire hydrant assemblies: _____ X \$200.00 each \$ _____
(includes hydrant, anchor coupling and valve)

Total Construction Inspection Fees: \$ _____

Notes:

- The cost of observing each additional pressure test is \$75.00 per test.
- The cost for each additional bacteriological test is \$50.00 per test.
- If new water main extensions are tested (pressure and bacteriological) in segments, the cost of each segment tested is \$200.00.

APPENDIX D

OF THE STANDARD WATER MAIN EXTENSION AGREEMENT

SUMMARY OF FEES

Appendix A – Estimated Plan Review Fees:

Total Estimated Plan Review Fees: \$ _____ Date Paid: _____ Ck. #: _____
Actual Plan Review Fees: \$ _____
Difference Due / (Refund): \$ _____ Date Paid: _____ Ck. #: _____

Appendix B – Water Main Tap-On Fees:

Proposed Water Main Tap-On Fees: \$ _____ Date Paid: _____ Ck. #: _____
Actual Water Main Tap-On Fees: \$ _____
Difference Due / (Refund): \$ _____ Date Paid: _____ Ck. #: _____

Appendix C – Construction Inspection Fees:

Anticipated Const. Inspection Fees: \$ _____ Date Paid: _____ Ck. #: _____
Actual Construction Inspection Fees: \$ _____
Difference Due / (Refund): \$ _____ Date Paid: _____ Ck. #: _____

Appendix D – Summary of Fees:

Expected Fee Total: \$ _____
Actual Fee Total: \$ _____