

Infrastructure Development Agreement

This agreement is made and entered at Richmond, Kentucky this _____ day of _____ by and between:

(hereinafter) referred to as the Developer

(hereinafter) referred to as the Engineer and the Richmond Utilities Board, (hereinafter) referred to RUB.

The developer desires to construct infrastructure that will be donated, operated, and maintained by the RUB to serve a tract of land in Richmond and/or Madison County Kentucky to be known as

The RUB wishes to furnish water, gas and/or sanitary sewer services to the above described development, upon transfer of ownership to the RUB of the infrastructure necessary to provide the services to the extent that such facilities are included in the Utilities Improvement Plans, undertake the operation and maintenance of said facilities:

The RUB shall:

1. Comply with the requirements of the Procedures Manual for Infrastructure Development
2. Make decisions and carry out its responsibilities in a timely manner so as not to delay the services of the Engineer and Developer.

The Developer shall:

1. Comply with the requirements of the Procedures Manual for Infrastructure Development.
2. Select an Engineer to design the infrastructure and inspect the construction. The Developer shall negotiate the fee for the services of the Engineer, and the services of the Engineer shall be provided at the Developer's sole cost. If the Developer changes Engineers, the Developer shall notify Richmond Utilities and a new Agreement shall be executed among the RUB, Developer and Engineer.
3. Select a Construction Contractor to construct the utilities infrastructure. The Developer shall bear the full cost for the services of the Construction Contractor.
4. Conduct periodic inspections of the Work during construction to ensure that the Work is proceeding satisfactorily.

5. Deliver to the Richmond Planning & Zoning Commission a Performance/Warranty Surety in accordance with the requirements administered by the Richmond Planning & Zoning Commission.
6. Construct the infrastructure in accordance with the approved Utilities Improvement Plans and provide Richmond Utilities complete access to the work during construction.
7. Convey all right, title, and interest in the facilities to the RUB without cost to the RUB when said infrastructure has been accepted by the RUB.
8. Obtain all local, state, and federal permits.
9. The Developer shall be responsible to locate, protect and maintain the subject development's new water, sanitary sewer and gas utilities infrastructure, from other contractors, until the Richmond Utilities Board has made final acceptance of the subject project.

The Engineer shall:

1. Comply with the requirements of the Procedures manual for Infrastructure Development.
2. Comply with all local, state, and federal design and testing requirements.
3. Prepare Utilities Improvement Plans in accordance with the Richmond Utilities Technical Manuals.
4. Prepare digital record drawings of the infrastructure and insure the record drawings properly geo-reference to Richmond Utilities GIS Base Map.
5. Be Responsible for the technical accuracy of its services, and the documents resulting from, and acknowledge and agree that the RUB shall not be responsible for discovering deficiencies therein.
6. The Engineer shall provide the developer full time inspection in accordance with the RU Technical Manuals.

Developer:

By: _____

Name: _____

Title: _____

RUB:

By: _____

Name: _____

Title: _____

Engineer:

By _____

Name: _____

Title: _____

