

**CITY OF RACINE AND RACINE WASTEWATER UTILITY JOINT SANITARY
INTERCEPTOR SEWER AND PAVEMENT AGREEMENT**

This agreement is desirous of both the Racine Wastewater Utility and the City of Racine to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

WITNESSETH:

WHEREAS, the Racine Wastewater Utility is desirous to replace a 21-inch diameter sanitary interceptor sewer on Taylor Avenue between 21st Street and Arlington Avenue in the City of Racine and the City of Racine is desirous to replace all sanitary sewer laterals associated with a 2014 Street Reconstruction Project on Taylor Avenue.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement the Parties hereby agree as follows:

I. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Wastewater Utility agrees to:

1. Reimburse the City of Racine for all engineering and technician work necessary to prepare Plans and Specifications for the sanitary sewer work associated with the Utility's interceptor sewer.
2. Pay for any and all inspection of the work including pipe invert setting and compaction and backfill associated with the laying of the new interceptor sewer as well as required compaction testing that may be required of the trench work.
3. The Utility will also participate in a pro rata share of the costs of inspecting the paving work based upon square footage of responsibilities associated with the sewer trench.
4. The Utility shall reimburse the City for all bid items and changes in quantities associated with the bid items that the Utility is responsible for, upon being invoiced for said work from the City of Racine.
5. The Utility understands that bypass pumping may be required during pipe installation and is willing to pay for any and all costs associated with bypass pumping where required for the sanitary sewer replacement.

B. The City of Racine agrees to:

1. Waive any applicable street opening permits for work on this project.

2. Conduct a public bid opening, provide bid tabulations, award the contract to the lowest responsible bidder, and perform other actions as required by State statutes and public bidding laws.
3. Perform construction inspection and project management for that portion of work that pertains to sewer main construction, including the pavement restoration over the sewer main trench.
4. Process all pay applications received by the contractor, and make monthly payments accordingly.

The Utility's share of paving shall be calculated by assuming a 6 foot wide trench the entire length of the sewer main relay currently estimated to be 335 feet.

II. MISCELLANEOUS

A. Notices.

All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by FAX, addressed to the parties as follows:

1. If to Utility:
General Manager
Racine Wastewater Utility
800 Center Street, Room 227
Racine, WI 53403
2. If to City:
City Clerk
730 Washington Avenue
Racine, WI 53403

B. Severability.

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

C. Successors.

This Agreement shall benefit and be binding upon the Parties and their Successors.

D. No Third-Party Beneficiaries.

This Agreement is intended to benefit only the Parties and their Successors, and nothing in this Agreement shall be interpreted as giving to any Person which is not a Party any legal or equitable rights whatsoever

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

RACINE WASTEWATER UTILITY

CITY OF RACINE

By: _____

By: _____

Title: General Manager

Title: Mayor

By: _____

ATTEST:

By: _____

Title: Chief of Operations

Janice Johnson-Martin
Title: City Clerk

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)