

RACINE STURTEVANT JOINT PAVEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Racine Water Utility is desirous to replace a water main on Hulda Drive in the Village of Sturtevant, and the Village of Sturtevant is desirous to perform minor storm sewer improvements adjacent to the proposed water main trench, and to also extend the width of the proposed water main trench in order to replace a portion of deteriorating pavement.

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 Water Utility agrees to:

1. Incorporate Paving and Sewer drawings and specifications, as supplied by the Village of Sturtevant, into the Utility's water main project bid documents.
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 water main construction, including the pavement restoration over the water main trench. The Village may, at their own cost, provide inspection for work associated with its own portion of sewer and road improvements.
4. Process all pay applications received by the contractor, and make monthly payments accordingly. Upon completion of the project, the Utility will then invoice the Village for its share of paving and sewer work.

B. The Village of Sturtevant agrees to:

1. Waive any applicable street opening permits for work on this project.
2. Reimburse the Utility for the Village's share of sewer and paving work on this project.

The Village's share of asphalt shall be calculated by subtracting the calculated tonnage of asphalt needed to pave a theoretical 5 foot wide water main trench from the total tonnage of asphalt used on the entire project.

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 Water Utility
800 Center St, Room 227
Racine, WI 53403
2. If to Village:
Village Clerk
2801 89th Street
Sturtevant, WI 53177

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.

VILLAGE OF STURTEVANT

CITY OF RACINE

By: _____

By: _____

Title: Village President

Title: Mayor

By: _____

ATTEST:

By: _____

Title: Village Administrator

Janice Johnson-Martin

Title: City Clerk

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)