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## RACINE MT. PLEASANT JOINT CONSTRUCTION AND CONSTRUCTION MANAGEMENT AGREEMENT

This agreement between the Village of Mt. Pleasant and the Racine Water Utility entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008,

### WITNESSETH:

**WHEREAS**, the Racine Water Utility is desirous to construct a 16 inch diameter regional water main on Old Spring Street in 2008 and the Village of Mt. Pleasant is desirous to replace the road surface and sanitary and storm sewer infrastructure associated with the street west of Airline Road in 2008 at the same time. The Village must complete this road reconstruction in 2008 so that this corridor can be utilized in 2009 as a major detour for the Racine County total reconstruction of Spring Street at Airline Road as part of the Racine County's paving plan. And

WHEREAS, the Racine Water Utility will be installing a regional main in this corridor in 2008, but cannot complete the work on the specific 700 foot length in a timely enough fashion to meet the road reconstruction requirements of this particular portion of the project because of the road improvements necessary between the Railroad tracks and just east of Airline Road, and

WHEREAS the Village does not have the funding for this project because the Water Utility was pulling the trigger and funding it in 2008, and

WHEREAS the Village intends to modify an existing water main contract with a contractor already performing work on Old Spring street that was awarded in accordance with State of Wisconsin bidding rules and regulations through a low bidder public works process for work within a public road corridor, and

WHEREAS the Utility would hold the right of recovery of the front foot charge from the Village for the properties along this 700 foot length of project in accordance with the Intergovernmental Retail Water Service Agreement between the City of Racine and the Village of Mt. Pleasant and that all rights and privileges of this agreement would apply to this project, and

WHEREAS, both the Racine Water Utility and the Village of Mt. Pleasant are desirous to provide efficient and cost effective services to the taxpayers and ratepayers of each entity in order to be prepared to deal with the detours associated with the total reconstruction of Spring Street in 2009 by Racine County.

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

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## **I. ROAD WORK**

The Village of Mt. Pleasant will be responsible for all costs associated with the road work for this 700 foot long project including storm and sanitary sewers and their appurtenances.

## **II. WATER MAIN WORK**

The Racine Water Utility will be responsible for all costs associated with the water main for this project including their appurtenances. The Racine Water Utility, thru the execution of this agreement, agrees to reimburse the Village for funds expended on water main related work.

## **III. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES**

### **A. The Racine Water Utility agrees to:**

1. Provide engineering drawings and specifications in accordance with Utility standards for the water main construction for use by the Village and their contractor.
2. Make prompt payment to the Village for work performed by their contractor as progress payments are submitted to the Racine Water Utility for water main work. Requests for reimbursement payments to include lien waivers.
3. Reimburse the Village for reasonable on site inspection services provided for by the Village or their engineer during construction including the preparation of as built construction drawings in a CADD format as specified by the Utility.
4. Obtain all necessary permits from the Union Pacific Railroad and WDNR and share the information with the Village and their contractor. The contractor of the Village shall obtain necessary permits to do work in the railroad right-of-way.
5. Reimburse the Village for all costs associated with the construction of the 16 inch water main, including any valves, bends, elbows or flanges that may be necessary.
6. Prepare any necessary evaluation of expense for a right-of-recovery for the water main cost if property owners decide to connect to the water main.

### **B. The Village of Mt. Pleasant agrees:**

1. To provide a bid tabulation of the required work to the Utility for record purposes.
2. To provide on site construction inspection and management services during the duration of this 700 foot work effort.

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3. To process all pay applications received by the contractor through the duration of the construction project, and invoice the Utility for their share of the payment.
4. Waive all permit fees associated with this effort
5. Require and ensure that the contractor obtains necessary additional insurances associated with the railroad relating to the underground crossing required and that the railroad be included as an additional insured party in accordance with the railroad's permit requirements.
6. Hold any necessary public informational meeting or Public Hearing as may be necessary.

## IV. COST SHARING PROVISIONS

- A. The Village will oversee the project.
- B. The Village will ensure that all final lien waivers and labor sheets are presented prior to recommending final payment on the project to the Racine Waterworks Commission.

## V. 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/Treasurer  
6126 Durand Avenue  
Racine, Wisconsin 53406

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

VILLAGE OF MT. PLEASANT

CITY OF RACINE

By: \_\_\_\_\_  
Carolyn Milkie  
Title: Village President

By: \_\_\_\_\_  
Gary Becker  
Title: Mayor

By: \_\_\_\_\_  
Juliet Edmands  
Title: Village Clerk/Treasurer

ATTEST:  
By: \_\_\_\_\_  
Janice Johnson-Martin  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert K. Weber, City Attorney

(OTHER SIGNATURES)