RACINE STURTEVANT JOINT PAVEMENT AGREEMENT/ 94TH ST FROM STH 11 TO MT. PLEASANT ST

This agreement made this ___day of May, 2010, by and between 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 certain water mains within the Village of Sturtevant and the Village of Sturtevant is desirous to replace the road surface associated with the street that is being torn up as a result of water main construction.

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. Compensate the Village monetarily for a share of pavement costs that would have been paid for by the Racine Water Utility had the Village not been paving the street. Both parties recognize that the cost per square foot of paving should be less per square foot when an entire street resurfacing is accomplished. The Racine Water Utility estimates that the street in question will consist of 1150 feet of trench.   The Utility contract documents have a bid item for new water main plus 2 inch temporary asphalt hotmix restoration. The bid documents also contain a mandatory alternate to remove the 2 inch asphalt and to substitute trench restoration with granular material. Compensation to the Village from the Utility for paving related costs for the 1150 feet of trench will be the credit amount listed in the Alternate bid in the contract documents. The Parties agree that this is a fair and accurate method of credit compensation since it results in the actual contract credit to delete the asphalt paving from the Utility contract.

2. Maintain the water main trench for 30 days or until the Village has issued a Notice to Proceed to their road contractor whichever occurs first. This date shall be triggered by the Utility contacting the Village stating that the water main is substantially complete.

3. Warranty the water main trench free from settlement for a period of one (1) year after final acceptance of the water main project.

B. **The Village of Sturtevant agrees**:

1. Waive all street opening permits associated with this joint effort where restoration will be taken care of by the Village and paid for by the Utility.

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III. 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.

E. That this agreement covers the 2010 Water Utility Project located on 94th St from STH 11 to Mt. Pleasant St. in the Village of Sturtevant.

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

                                         ATTEST:
By: _____   By: _____
                                                Janice Johnson-Martin
Title: Village Clerk   Title: City Clerk

                                         APPROVED AS TO FORM:

                                         _____
                                           Robert K. Weber, City Attorney

(OTHER SIGNATURES)