

**RACINE/STURTEVANT JOINT
ENGINEERING/CONSTRUCTION MANAGEMENT AGREEMENT
BETWEEN THE CITY OF RACINE, THE RACINE WATER UTILITY
AND
THE VILLAGE OF STURTEVANT**

This agreement is entered into by and between the City of Racine, Racine County, Wisconsin, a Wisconsin municipal corporation (the "City"), through the Racine Water Utility, a department of the City and a municipal public utility governed by the Racine Waterworks Commission (the "Racine Utility"), and the Village of Sturtevant, Racine County, Wisconsin, a Wisconsin municipal corporation (the "Village") (collectively the "Parties"), as of this _____ day of, February 2020.

WITNESSETH:

WHEREAS, the Racine 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 and/or sanitary and storm sewer infrastructure associated with the street that is being torn up. Efficiencies can be accomplished if each of these projects is bid together as one bid set. This should result in fewer interruptions for the affected property owners and one consistent point of contact with one general contractor responsible for completion of the entire project. It is believed that the Village's road rehabilitation portion of the project will be the majority of the cost associated with the project.

WHEREAS, both the City of Racine and the Village of Sturtevant are desirous to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

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

I. ROAD WORK COVERED BY THIS AGREEMENT

- A. This agreement covers the following project: 87th Street from Durand to 1500 ft north.

II. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

- A. The Racine Utility agrees to:
 - 1. Provide engineering drawings and specifications in accordance with Village standards for the water main replacement project to the Village for incorporation into the plans and specifications.
 - 2. Make prompt payment to the Village upon demand of the contractor to expedite cash flow for prompt contract payments. Payment to the Village shall not be unreasonably withheld. Participate in meetings with the contractor and his subs throughout construction if desired.

3. The Racine Utility further agrees to compensate the Village monetarily for the share of pavement costs that would have been paid for by the Racine Utility had the Village not been paving the street pursuant to the following formula:

Area of water main (water service) trench/ total pavement area = percentage of Racine Utility participation.

Percentage of Racine Utility participation x final pavement tonnage = Racine Utility pavement tonnage.

Racine Utility pavement tonnage x unit bid price per ton of asphalt = Racine Utility share of the pavement costs for the project.

B. The Village of Sturtevant agrees to:

1. To incorporate the water main replacement drawings and specifications into a bid specification to be advertised by the Village.
2. Conduct a public bid opening in accordance with State statutes and public bidding laws in the State of Wisconsin. The Village shall provide a bid tabulation of bid prices for use by the Racine Utility following the bid opening.
3. Award a contract to the lowest responsible bidder in accordance with requirements of the specification. Said specification shall require bid bonds and payment and performance bonds in accordance with general public bidding requirements.
4. To provide on site construction inspection and management services during the duration of the contract. The exception to this would be that the Racine Utility or its designated consultant shall provide inspection for any water main replacement work to insure compliance with Racine Utility standards and prepared drawings.
5. To conduct preconstruction meetings and monthly or weekly site meetings with the general contractor as necessary.
6. To process all pay applications received by the contractor through the duration of the construction project, and invoice the Racine Utility for its share.
7. To coordinate all Racine Utility related change requests and change orders with designated Racine Utility staff in a timely manner prior to authorizing the contractor to proceed with a change condition.

III. COST SHARING PROVISIONS

- A. The Village will oversee the project. The Racine Utility and Village consultant shall prepare plans and specifications for a joint advertisement. The Racine Utility and Village will each pay for **half** of the bidding services. These services will include but not be limited to: plan and specification coordination and assembly, printing and reproduction costs, attendance at prebid meetings with prospective contractors, official notice preparation and publication, mailing costs, bid opening costs and attendance to Village board meetings to present the bid results.
- B. The Racine Utility shall reimburse the Village for construction oversight management services during the duration of the contract as it relates to the water main installation. The cost of these services shall be calculated on a time and materials basis.

- C. Should the Village provide on site inspection on behalf of the Racine Utility, the Racine Utility will pay for those inspection services on an hour for hour basis as billed to the project. The Racine Utility reserves the right to review the anticipated hours prior to authorizing the inspection to proceed.
- D. The Village will insure that all final lien waivers and labor sheets are presented prior to recommending final payment.

IV. 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 Racine 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

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: _____
 Jayme Hoffman
 Title: Village President

By: _____
 Cory Mason
 Title: Mayor

By: _____
 Tara Coolidge
 Title: City Clerk

ATTEST

By: _____
Sean Marschke
Title: Village Interim Administrator/Clerk

By: _____
David Brown
Title: Finance Director

APPROVED AS TO FORM

By: _____
Scott Letteney
Title: City Attorney