

**HIGHWAY V WATER MAIN EXTENSION AGREEMENT
BETWEEN
THE CITY OF RACINE, RACINE WATER UTILITY AND VILLAGE OF MT. PLEASANT**

This Highway V Water Main Extension Agreement (the "Agreement") is entered into as of the ____ day of _____, 2015, by and between the City of Racine, Wisconsin, a Wisconsin municipal corporation (the "City") through the Racine Water Utility, a department of the City and a municipal public utility (the "Racine Utility"), governed by the Racine Waterworks Commission, and the Village of Mt. Pleasant, Wisconsin, a Wisconsin municipal corporation (the "Village"). The City, Racine Utility and the Village are collectively referred to in this Agreement as the "Parties". The City and Racine Utility are collectively referred to in this Agreement as "Racine".

RECITALS

A. Racine and the Village of Caledonia and Caledonia Water Utility District are parties to an Intergovernmental Wholesale Water Service Agreement dated February 20, 2013 (the "Caledonia Water Agreement"). The Village of Caledonia and Caledonia Water Utility District are collectively referred to in this Agreement as "Caledonia".

B. Caledonia has, pursuant to the Caledonia Water Agreement (and consistent with the Mt. Pleasant Retail Water Service Agreement dated May 24, 2004), requested that Racine construct a regional water main extending along Highway V from the intersection of Highway V and Highway 20 north to a connection point at the intersection of Highway V and the border between the Villages of Mt. Pleasant and Caledonia (the "Water Main Extension").

C. The Village of Caledonia, Village of Caledonia Sanitary Sewer Utility District, Village of Mt. Pleasant and Village of Mt. Pleasant Sewer Utility District No. 1 are parties to a Mount Pleasant/Caledonia Shared Sanitary Sewer Service Agreement dated November, 12, 2008, that was amended by the First Amendment To The Mount Pleasant/Caledonia Shared Sanitary Sewer Service Agreement dated August 26, 2014 (collectively referred to in this Agreement as the "Mt. Pleasant/Caledonia Sewer Agreement").

D. Mt. Pleasant and Caledonia have, pursuant to the Mt. Pleasant/Caledonia Sewer Agreement, agreed to a project entailing the construction of a sanitary sewer system gravity sewer (referred to in this Agreement as the "Sanitary Sewer Extension") that is to be roughly in the same location as, and coextensive with, the Water Main Extension.

E. Racine and Mt. Pleasant are parties to an Intergovernmental Retail Water Service Agreement dated May 24, 2004 (the "Mt. Pleasant Water Agreement").

F. Section 4.a. of the Mt. Pleasant Water Agreement provides that the City, through the Racine Utility, shall be responsible for designing, constructing and installing Regional Water Facilities, as that term is defined in said section, which would include the Water Main Extension.

G. Because Mt. Pleasant has previously agreed to construct the Sanitary Sewer Extension, Mt. Pleasant and Racine have determined that it would be more cost effective to also have Mt. Pleasant construct the Water Main Extension. This determination stems, in part, from the fact that: (a) combining installation of the main and sewer would entail only one excavation along Highway V, and (b) benefits would be gained by coordinating the installation of, and ensuring the proper distance between, the main and sewer.

H. The purpose of this Agreement is to vary the Mt. Pleasant Water Agreement to provide that the Water Main Extension will be advertised, bid, awarded and constructed by Mt. Pleasant and paid for by Racine as provided herein.

I. The Water Main Extension and Sanitary Sewer Extension are collectively referred to herein as the "Highway V Project".

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and pursuant to Sections 61.34(1) and (2), 62.11(5) and 66.0301 of the Wisconsin Statutes and other applicable provisions of such statutes, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein as part of the Agreement of the Parties.

2. **Obligations of Mt. Pleasant.** Mt. Pleasant agrees to:

(a) Obtain from Racine the plans, specifications and estimated costs for the Water Main Extension and incorporate those plans into one concise bidding document for the Highway V Project that will include both the Water Main Extension and Sanitary Sewer Extension.

(b) Obtain, and provide documentation satisfactory to Racine indicating that the following easement rights were granted to or obtained by Mt. Pleasant prior to advertising the Highway V Project for bids:

- a. Easement rights to construct, use, operate, clean, maintain, alter, repair and replace the Water Main Extension, and convey water via the Water Main Extension, and
- b. Easement rights permitting the completion of the Highway V Project.

The form of the documents granting such easement rights and the manner by which Mt. Pleasant acquires those rights, whether by agreement with the private property owners of the lands where the Water Main Extension is to be located, or by eminent domain, shall be acceptable to Racine, and assignable to Racine, as described below.

(c) Advertise, solicit bids and award the Highway V Project in accordance with State Statutes regarding public bidding.

(d) Provide Racine with copies of the bids and bid tabulations that are submitted for the Highway V Project within two business days after bid opening.

(e) Contract for the construction of the Highway V Project in a manner that is in conformity with awarding the contract to the lowest responsible bidder, and as required by all applicable statutes and ordinances.

(f) Require the general contractor that Mt. Pleasant contracts with for the construction of the Highway V Project to comply with the recommendations of the Inspector (as defined below) that are necessary to ensure that the Water Main Extension is constructed in accordance with the approved plans and specifications for the Highway V Project.

(g) Pay the cost of the Highway V Project.

(h) Invoice the Racine Water Utility for the actual Highway V Project costs that are attributable to the Water Main Extension. The amount of said invoices shall total the actual Highway V Project costs that are attributable to the Water Main Extension.

(i) Provide the Racine Water Utility, within 120 days after substantial completion of the Project, with as-built drawings of the Highway V Project in a CADD format that can be easily imported into the GIS system of the Racine Water Utility.

(j) Upon substantial completion of the Highway V Project:

(i) Ownership of the Water Main Extension that is constructed by the Highway V Project shall be automatically conveyed from the Village to the Racine Water Utility without further action of the parties, to the extent that all rights, title and ownership interests in the Water Main Extension (the "Water Main Extension Ownership Interest") shall be thereafter fully and forever owned by and vested in the Racine Water Utility.

(ii) Mt. Pleasant shall assign to the Racine Water Utility all easement rights, whether by agreement with the private property owners of the lands where the Water Main Extension is to be located, or by eminent domain, for constructing, using, operating, cleaning,

maintaining, altering, repairing and replacing the Water Main Extension, and conveying of water via the Water Main Extension (the "Water Main Extension Easement Rights").

(iii) Mt. Pleasant agrees to execute such further instruments and documents that the Racine Water Utility determines are necessary to convey, dedicate and assign the Water Main Extension Ownership Interest and Water Main Extension Easement Rights to the Racine Water Utility.

(iv) Mt. Pleasant shall warrant the Water Main Extension against defects in materials and workmanship for a period of one year. During the warranty period, Mt. Pleasant shall repair and replace any defective materials and workmanship so that the Water Main Extension is in accordance with the approved plans and specifications and not defective.

3. Obligations of Racine. Racine agrees to:

(a) Have an engineering firm prepare the plans, specifications and estimated costs for the Water Main Extension and provide such plans and specifications to Mt. Pleasant for incorporation into one set of bid documents. The plans and specifications of the Highway V Project and estimated costs of the Water Main Extension shall be approved by Racine prior to advertising the Highway V Project for bids.

(b) Pay Mt. Pleasant the Highway V Project costs that are attributable to the Water Main Extension. Invoices for the said costs shall be paid by Racine to Mt. Pleasant within thirty days after receipt thereof.

4. Construction Management and Inspection Services. Racine and Mt. Pleasant agree that in order to facilitate successful completion of the Highway V Project, it will be necessary to have one engineering firm provide construction management and inspection services for the entire Highway V Project. In that regard:

(a) Racine agrees to retain Ruckert & Mielke, Inc. (the "Inspector") to provide construction management and inspection services for the Water Main Extension.

(b) Mt. Pleasant agrees to retain Ruckert & Mielke, Inc. to provide construction management and inspection services for the Sanitary Sewer Extension.

The scope of the services to be provided by Ruckert & Mielke, Inc. shall be set forth in a separate agreement between the Parties and Ruckert & Mielke, Inc. that is acceptable to both Racine and Mt. Pleasant.

5. Determination of Costs. Bid items for the Highway V Project shall be structured to the extent possible to be directly attributable to each portion of the work (i.e. Water Main Extension and

Sanitary Sewer Extension). The costs to be borne by Mt. Pleasant and Racine regarding some items such as traffic control, restoration, mobilization, etc. will be determined by percentages prior to the award of the contract by Mt. Pleasant. The award of the contract for construction of the Highway V Project shall be contingent upon Racine and Mt. Pleasant agreeing on the amount of the Highway V Project costs that will be shared by percentage. If Racine and Mt. Pleasant do not so agree, Racine or Mt. Pleasant may terminate this Agreement by providing the other party with a written notice of termination.

6. Early Termination. Caledonia has certain rights to withdraw its request for construction of the Water Main Extension that are set forth in the Caledonia Water Agreement. After receipt of the lowest responsible bid for construction of the Highway V Project, Racine is required to provide Caledonia with the estimated amount that is to be paid by Caledonia for the Water Main Extension. Caledonia has thirty days after receipt of that amount to determine whether to withdraw its request for construction of the Water Main Extension. In the event Caledonia withdraws its request for construction of the Water Main Extension, Racine may terminate this Agreement by providing Mt. Pleasant with a written notice of termination. Mt. Pleasant shall delay awarding the contract for the Highway V Project until after said thirty day period has expired or Caledonia has waived its right to withdraw its request for construction of the Water Main Extension.

7. Notices. All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party receiving notice by personal delivery, or mailed to the party by certified mail, return receipt requested. Addresses for delivery are as follows:

To Racine:	To Mt. Pleasant:
Racine Water Utility	Village Clerk
Attn: Mr. Keith Haas	Village of Mt. Pleasant
800 Center Street, Room 227	8811 Campus Drive
Racine, Wisconsin 53403	Mt. Pleasant, Wisconsin 53406

8. Relationship to Mt. Pleasant Water Agreement. The intent of this Agreement is to vary the Mt. Pleasant Water Agreement only in regard to the Highway V Project, and only to the extent set forth in this Agreement. To the extent that the terms and provisions of this Agreement conflict with, or provide otherwise than, the Mt. Pleasant Water Agreement, the terms and provisions of this Agreement shall control in regard to the Highway V Project. The Mt. Pleasant Water Agreement shall remain in full force and effect except to the extent modified by this Agreement in regard to the Highway V Project.

[Signature Page Follows]

CITY OF RACINE

By: _____
John Dickert, Mayor

Attest: _____
Janice Johnson-Martin, City Clerk

Date Signed: _____

RACINE WATER UTILITY by the RACINE
WATERWORKS COMMISSION

By: _____
Thomas Bunker, President

Attest: _____
Keith Haas, General Manager

Date Signed: _____

VILLAGE OF MT. PLEASANT

By: _____
Gerald Garski, President

Attest: _____
Stephanie Kohlhagen, Clerk

Date Signed: _____