

**RACINE STREET RECONSTRUCTION JOINT
ENGINEERING/CONSTRUCTION MANAGEMENT and CONSTRUCTION
AGREEMENT**

This agreement between the City of Racine and the Racine Water Utility entered into this _____ day of _____ 2014,

WITNESSETH:

WHEREAS, the Racine Water Utility is desirous to replace certain water mains within the City of Racine and the City of Racine 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.

WHEREAS, both the Racine Water Utility and the City of Racine 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 City of Racine Capital Improvement Project:
Taylor Avenue Concrete Street Reconstruction, Twenty-First Street to Webster Street.

II. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Water Utility agrees to:

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

B. The City of Racine agrees to:

1. Waive all street opening permits associated with this joint effort where restoration will be taken care of by the City of Racine.
2. To incorporate the lead service replacement drawings and specifications into a bid specification to be advertised by the City.
3. Conduct a public bid opening in accordance with State statutes and public bidding laws in the State of Wisconsin. The City shall provide a bid tabulation of bid prices for use by the Utility following the bid opening.
4. 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.
5. To provide on-site construction inspection and management services during the duration of the contract. The exception to this would be that the Utility shall provide inspection for any lead service replacement work to insure compliance with their standards and prepared drawings.
6. To conduct preconstruction meetings and monthly or weekly site meetings with the general contractor as necessary.
7. To process all pay applications received by the contractor through the duration of the construction project. Invoice the Racine Water Utility for their share.
8. To coordinate all change requests and change orders with designated Racine Water Utility staff in a timely manner prior to authorizing the contractor to proceed with a change condition.

III. COST SHARING PROVISIONS

- A. The City of Racine will oversee the project. Utility and City staff shall prepare plans and specifications for a joint advertisement. The Utility will pay for a pro-rated portion of the bidding services. The Utility's portion shall be determined by dividing the lead service replacement low bid cost by the total low bid contract cost, and then multiplying this ratio by the total bidding services cost. These services will include, but not be limited to specification assembly, printing and reproduction costs, attendance at prebid meetings with prospective contractors and the Utility. Official notice preparation and publication, mailing costs, bid opening costs and attendance to City Commission meetings to present the bid results.
- B. Should the City provide on-site inspection on behalf of the Utility, the Utility will pay for those inspection services on an hour-for-hour basis as billed to the project. The Utility reserves the right to review the anticipated hours prior to authorizing the inspection to proceed.

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 Utility:

General Manager
Racine Water Utility
800 Center Street, Room 227
Racine, WI 53403

2. If to City:

Commissioner of Public Works
City of Racine
730 Washington Avenue
Racine, WI 53403

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

RACINE WATER UTILITY

CITY OF RACINE

By: _____
Title: _____

By: _____
John Dickert
Title: Mayor

By: _____
Title: _____

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

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)