

**CITY OF RACINE AND RACINE WASTEWATER COMMISSION
JOINT SANITARY SEWER FORCE MAIN AND LIFT STATION CONSTRUCTION
AND OPERATION AGREEMENT**

This agreement is between the Racine Wastewater Commission (“Commission”), acting through the Racine Wastewater Utility (“Racine Utility”) and the City of Racine (“City”) to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

WITNESSETH:

WHEREAS, the City is a Sewer Service Recipient (SSR), receiving sewer service from the Commission, which acts as the Sewer Service Provider (SSP) Party pursuant to the terms of the Racine Intergovernmental Sanitary Sewer Service, Revenue Sharing, Cooperation and Settlement Agreement (“Agreement”); and

WHEREAS, the Commission and the Racine Utility has conducted previous model studies of the interceptor sewer pipe system near the intersection of Dodge Street and Michigan Boulevard and Chatham Street and has determined that there is not sufficient capacity in such system to handle additional flows from planned developments in the area of Michigan Boulevard and Hamilton Street. Such studies therefore require any future sewage generated from this area to be pumped west on Hamilton Street to Wisconsin Avenue where sufficient conveyance capacity exists in the interceptor system; and

WHEREAS, the City, as part of the TID #14 anticipated Harborside development, needs to provide a sanitary sewage lift station and force main (“the Project”) to convey the Project’s associated sewage to the Racine Wastewater Utility Interceptor system; and

WHEREAS, the Racine Utility will operate and maintain this lift station as part of its inventory of sewage lift stations in its collection system, and charge City as an SSR Party of the Agreement the associated annual costs of operations and maintenance as part of its rate model for sewer service charges to City upon completion and commissioning of the Project; and

WHEREAS, City, through TID #14, will pay for the design, construction and inspection associated with the Project and the Commission will enlist the services of a professional engineering firm familiar with design aspects associated with the Project. The Racine Utility will facilitate the design, construction and phasing of the work as directed by the City as necessary; and

WHEREAS, the Parties understand that the Wisconsin Department of Transportation (“WisDOT”) is in the process of awarding a construction contract for State Highway 32 in the spring of 2018 that includes Douglas Avenue and Hamilton Street, between Main and Douglas Avenue, in Racine. The section of force main associated with the block of Hamilton between Main and Wisconsin needs to be installed prior to May 2018 so as to not adversely impact the WisDOT paving project. Subsequent construction of force main between Main Street and Michigan Boulevard, including the lift station associated with the Project can be designed and constructed at a later date to facilitate construction of a future development within TID #14 when

deemed necessary by City. The City shall direct the Racine Utility when to move forward with construction of the balance of the Project at such time as desirable by City.

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

I. DESIGN AND CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Utility agrees to:

1. Enlist the services of a professional engineering consultant to design and prepare plans and specifications for the Project in accordance with state law, regulations, DNR and Racine Utility policies.
2. Advertise necessary phases of the work in accordance with public bidding rules and regulations.
3. Invoice the City for professional services, expenses and construction inspection services associated with the necessary work on an as needed basis.
4. Inform the City in writing of any bids, awards, and any negotiated procurements or change orders associated with the Project.
5. Provide the City with as built construction drawings and operation and maintenance manuals for the finished lift station, force main and manhole modifications associated with the Project.
6. Operate, maintain and incorporate this lift station and force main into its system of lift stations and force mains and to invoice the City for any and all operating and maintenance costs associated with the station through wastewater rates, including but not limited to: weekly inspections, routine testing of electrical controls including testing and maintenance of a backup generator, impellers, motors etc.

B. The City of Racine agrees to:

1. Waive any applicable street opening permits for work on this Project.
2. Coordinate work with the WisDOT where necessary associated with the agreement between the City and the WisDOT for that portion of a state highway project between Wisconsin and Main Street.
3. Pay any and all invoices received from the Racine Utility for design, bidding and inspection services as well as all contractor invoices associated with the construction of the Project.

II. 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 Wastewater Utility
800 Center St, Room 227
Racine, WI 53403
2. If to City:
City Clerk
730 Washington Avenue
Racine, WI 53403

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

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

RACINE WASTEWATER UTILITY

CITY OF RACINE

By: _____

By: _____

Title: General Manager

Cory Mason
Title: Mayor

By: _____

ATTEST:

By: _____

Title: Chief of Operations

Janice Johnson-Martin
Title: City Clerk

APPROVED AS TO FORM:

Scott Letteney, City Attorney

(OTHER SIGNATURES)

By: _____

David Brown
Title: City Finance Director