

**RACINE STURTEVANT JOINT ENGINEERING\CONSTRUCTION MANAGEMENT
AGREEMENT**

This agreement between the Village of Sturtevant and the Racine Water Utility entered into this _____ day of _____ 2008,

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 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 in most cases the water main portion of this relationship will be the majority of the cost associated with the project.

WHEREAS, both the Racine Water Utility 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 projects: _____

II. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Village of Sturtevant agrees to:

1. Provide engineering drawings and specifications in accordance with Village standards for the paving and/or sewer project to the Racine Water Utility for incorporation into the plans and specifications.
2. Make prompt payment to the Utility upon demand of the contractor to expedite cash flow for prompt contract payments. Payment to the Utility shall not be unreasonably withheld. Participate in meetings with the contractor and his subs throughout construction if desired.
 - a. Waive all street opening permits associated with this joint effort where restoration will be taken care of by the Utility and its contractor and paid for by the Village.

B. The Racine Water Utility agrees:

1. To incorporate the Paving and/or sewer drawings and specifications into a bid specification to be advertised by the Utility for work in the Village.
2. Conduct a public bid opening in accordance with State statutes and public bidding laws in the State of Wisconsin. The Utility shall provide a bid tabulation of bid prices for us by the Village 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 Village or their designated consultant shall provide inspection for any sewer or paving work to ensure compliance with their 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. Invoice the Village for their share.
7. To coordinate all change requests and change orders with designated Village staff in a timely manner prior to authorizing the contractor to proceed with a change condition.
8. The Utility further agrees to compensate the Village monetarily for the share of pavement costs that would have been paid for by the Water Utility had the Village not been paving the street pursuant to the following formula:
 - $\text{Area of water main (water service) trench/total pavement area} = \text{percentage of Racine participation}$
 - $\text{Percentage of Racine participation} \times \text{final pavement tonnage} = \text{Racine pavement tonnage}$
 - $\text{Racine pavement tonnage} \times \text{unit bid price per ton of asphalt} = \text{Racine share of the pavement costs for the project}$

III. COST SHARING PROVISIONS

- A. The Utility will oversee the project. The Utility and Village consultant shall prepare plans and specifications for a joint advertisement. The Utility and Village will each pay for **half** of the bidding services. These services will include, but not be limited to, specification assembly, printing and reproduction costs, attendance at prebid meetings with prospective contractors and the Village. Official notice preparation and publication, mailing costs, bid opening costs, and attendance to Village board meetings to present the bid results.
- B. Where the Utility will provide on site inspection on behalf of the Village, the Village will pay for those inspection services on an hour-for-hour basis as billed to the project. The Village reserves the right to review the anticipated hours prior to authorizing the inspection to proceed.
- C. The Utility will ensure that all final lien waivers and labor sheets are presented prior to recommending final payment on the project to the Waterworks Commission.
- D. Village reserves the right, based on the overall cost of Village's portion of the project, to decline to participate in the project. Such determination shall be made within 14 days of the opening of the bids. Utility shall set up its bid package in such a manner that the Village portion of the work can be removed or deducted from the overall contract if Village declines to participate in said project. Village shall pay for its share of costs that have been incurred up to the point where Village declines to participate.

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 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

By: _____

Title: Village President

By: _____

Title: Village Clerk

CITY OF RACINE

By: _____

Gary Becker
Title: Mayor

ATTEST:

By: _____

Janice Johnson-Martin
Title: City Clerk

APPROVED AS TO FORM:

Robert K. Weber, City Attorney

(OTHER SIGNATURES)