

**CITY OF RACINE AND RACINE WATER UTILITY JOINT WATER MAIN AND
PAVEMENT AGREEMENT**

This agreement is desirous of both the Racine Water Utility and the City of Racine to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

WITNESSETH:

WHEREAS, the Racine Water Utility is desirous to replace a 12 inch diameter water main on Kinzie Avenue between Green Bay Road and Ohio Street in the City of Racine and the City of Racine is reconstructing Kinzie Avenue from curb line to curb line over the same project limits.

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

I. PUBLIC WORKS CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Water Utility agrees to:

1. Reimburse the City of Racine for all engineering and technician work necessary to incorporate Utility furnished water main designs into a City contract including plans and specifications for advertising purposes..
2. Racine Water will provide for any and all inspection of the work including pipe invert setting and compaction and backfill associated with the laying of the new water main as well as required compaction testing that may be required of the trench work.
3. The Utility will also participate in a pro rata share of the costs of inspecting the paving work based upon square footage of responsibilities associated with the water main trench. Such square footage is established as a 5 foot wide trench by the length of the water main as determined by the project engineer.
4. The Water Utility shall reimburse the City for all bid items and changes in quantities associated with the bid items that the Utility is responsible for, upon being invoiced for said work from the City of Racine.

B. The City of Racine agrees to:

1. Waive any applicable street opening permits for work on this project.

2. Conduct a public bid opening, provide bid tabulations, award the contract to the lowest responsible bidder, and perform other actions as required by State statutes and public bidding laws.

3. Process all pay applications received by the contractor, and make monthly payments accordingly.

The Utility's share of paving shall be calculated by assuming a 5 foot wide trench the entire length of the water main relay. The length of the trench and pipe relay shall be determined at the end of the project currently estimated to be less than 2,510 feet.

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 Water 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 WATER UTILITY

CITY OF RACINE

By: _____

By: _____

Title: General Manager

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)