

**16TH STREET WATER MAIN EXTENSION AND
ROAD RECONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF RACINE, RACINE WATER UTILITY AND VILLAGE OF
MOUNT PLEASANT**

This 16th Street Water Main Extension and Road Reconstruction Agreement (the “Agreement”) is entered into on the _____ day of _____, 2018 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 Mount Pleasant, Wisconsin, a Wisconsin municipal corporation (“Mount Pleasant”). The City, Racine Utility and Mount Pleasant 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 Mount Pleasant are parties to an Intergovernmental Water Service Agreement dated May 24, 2004 (the “Mount Pleasant Agreement”).

B. Mount Pleasant has, pursuant to the Mount Pleasant Agreement, requested that Racine construct a regional water main extending along 16th Street, from Perry Avenue to 400 feet west of Oakes Road (the “Water Main Extension”).

C. The project limits for the Water Main Extension exceed the paving limits for the Mount Pleasant paving project (the “Road Reconstruction”). The Water Main Extension will go from approximately Perry Avenue in Racine to approximately 400 feet west of Oakes Road. The Road Reconstruction goes from the easterly line of Oakes Road to Green Bay Road (State Highway 31).

D. Section 4.a. of the Mount Pleasant Agreement provides that Racine, 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.

E. Because Mount Pleasant has decided to reconstruct 16th Street, Mount Pleasant has determined that it would be more cost effective to combine the two projects. This determination stems, in part, from the fact that: (a) combining the two projects would save money, and (b) benefits would be gained by coordinating the installation of the Water Main Extension while preparing for the Road Reconstruction.

F. The purpose of this Agreement is a variance from the Mount Pleasant Agreement, for this project only, to provide that the Water Main Extension and the Road Reconstruction will be advertised, bid, awarded, constructed and paid for by Mount Pleasant, as provided herein.

G. The combined Water Main Extension and Road Reconstruction are collectively referred to herein as the “Combined 16th Street 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. Obligation of Racine. Racine agrees to:

Engage an engineering firm to prepare the plans, specifications and estimated costs for the Water Main Extension and deliver the same to Mount Pleasant so that Mount Pleasant may incorporate those plans into one concise bidding document for the Combined 16th Street Project.

3. Obligations of Mount Pleasant. Mount Pleasant agrees to:

(a) Engage an engineering firm to prepare the plans, specifications and estimated costs for the Road Reconstruction and combine the Racine provided plans and specifications for the Water Main Extension into one set of bid documents. The plans and specifications of the Combined 16th Street Project shall be provided to Racine for approval prior to advertising the Combined 16th Street Project for bids.

(b) Advertise, solicit bids and award the Combined 16th Street Project in accordance with State Statutes regarding public bidding.

(c) Provide Racine with copies of the bids and bid tabulations that are submitted for the Combined 16th Street Project.

(d) Contract for the construction of the Combined 16th Street Project in a manner that is in conformity with the requirements to award the contract to the lowest responsible bidder, as required by Wisconsin public bidding laws and local ordinances (the “Contract”).

(e) Require the general contractor to comply with the recommendations of the inspector (as described in Section 5 below) that are necessary to ensure that the Water Main Extension and Road Reconstruction are constructed in accordance with the approved plans and specifications for the Combined 16th Street Project.

(f) Provide to Racine, within 120 days after substantial completion of the project, with as-built drawings of the Combined 16th Street Project in a CADD format that can be easily imported into the GIS system of Racine.

(g) Include provisions in the Contract that warrant the Water Main Extension and Road Reconstruction against defects in materials and workmanship for a period of one year. During the warranty period, the contractor shall repair and replace any defective materials or workmanship so that the Water Main Extension and Road Reconstruction are in conformity with the approved plans and specifications.

(h) Obtain, and provide documentation satisfactory to Racine indicating that the following easement rights were granted to, or obtained by, Mount Pleasant prior to advertising the Combined 16th Street Project for bids.

- i. 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
- ii. Easement rights permitting the completion of the Combined 16th Street Project

The form of the documents granting such easement rights and the manner by which Mount 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 in Section 4(b) below).

(i) Pay for the actual Combined 16th Street Project costs, including Racine design and inspection costs.

4. Upon substantial completion of the Combined 16th Street Project:

(a) Ownership of the Water Main Extension shall be automatically conveyed from Mount Pleasant to the Racine Water Utility, without further action of the Parties, and all rights, title and ownership interests in the Water Main Extension shall be thereafter fully and forever be vested in the Racine Water Utility.

(b) Mount Pleasant shall assign to the Racine Water Utility all easement rights, whether obtained 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”).

(c) Mount Pleasant agrees to execute such further instruments and documents that the Racine Water Utility determines are necessary to convey, dedicate and assign ownership of the Water Main Extension and the Water Main Extension Easement Rights to the Racine Water Utility.

5. Construction Management, Construction Staking and Inspection Services. Mount Pleasant and Racine agree to have two engineering firms provide construction services for the Combined 16th Street Project. The firm that designs the Water Main Extension shall

provide construction staking and inspection services for the water main construction and the firm that designs the Road Reconstruction shall provide construction staking and inspection services for the road reconstruction in addition to processing of pay applications and combining quantities for the overall project, releases and front end specification conformance. The scope of the services to be provided by said engineering firms shall be set forth in separate agreements between the Parties and said engineering firms that are acceptable to both Racine and Mount Pleasant. As Mount Pleasant is desirous of being the bid letting agency, any and all change orders for the Water Main Extension will be prepared for Mount Pleasant approval as the authorizing authority.

6. Determination of Costs. Bid items for the Combined 16th Street Project shall be structured to the extent possible to be directly attributable to each portion of the work (i.e. Water Main Extension and Road Reconstruction).

7. Payment of Invoices. The Parties agree that Mount Pleasant shall pay all construction contractor pay requests related to the Combined 16th Street Project. Racine shall pay its engineering consultant directly and Mount Pleasant shall reimburse Racine for each payment, within thirty days of receipt of Racine's invoice. The construction management services consultant will work directly with Mount Pleasant's designated representative to prepare and present contractor pay requests.

8. 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:
Racine Water Utility
Attn: Mr. Keith Haas
800 Center Street, Room 227
Racine, WI 53403

To: Mount Pleasant:
Village Clerk
Village of Mount Pleasant
8811 Campus Drive
Mount Pleasant, WI 53406

9. Relationship to Mount Pleasant Agreement. The intent of this Agreement is to vary the Mount Pleasant Agreement only in regard to the Combined 16th Street 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 add to the Mount Pleasant Agreement, the terms and provisions of this Agreement shall control in regard to the Combined 16th Street Project. The Mount Pleasant Agreement shall remain in full force and effect, except to the extent modified by this Agreement.

**16TH STREET WATER MAIN EXTENSION
AND
ROAD RECONSTRUCTION AGREEMENT
SIGNATURE PAGE**

CITY OF RACINE

By: _____
Cory Mason, Mayor

By: _____
Tara Coolidge, Assistant City Clerk

By: _____
David Brown, Finance Director

Attest: _____
Keith Haas, General Manager

Date Signed: _____

VILLAGE OF MOUNT PLEASANT

By: _____
David DeGroot, President

Attest: _____
Stephanie Kohlhagen, Clerk & Treasurer

Date Signed: _____