

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

This agreement is both desired by, and in the best interest of, both the Racine Wastewater 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 of Racine is a Sewer Service Recipient (SSR) party of the Racine Wastewater Commission who acts as the Sewer Service Provider (SSP) Party of the Racine Intergovernmental Sanitary Sewer Service, Revenue Sharing, Cooperation and Settlement Agreement and;

WHEREAS, the City, as part of its planned destination hotel and convention center redevelopment project, needs to provide a sanitary sewage lift station and force main “the Project” to convey the expected and associated sewage resulting from the redevelopment to the Racine Wastewater Utility Interceptor system. And;

WHEREAS, the City recognizes and understands that the sewage effluent emanating from the Lakeshore Towers building crosses the Festival Hall grounds to get to sewage lift station no.4 at Fifth Street and Rotary Park Drive. “The Project” will need to address the sanitary sewage discharges from the existing Lakeshore Towers, as well as the expanded and redeveloped Festival Hall, the Hotel and the new Convention Center. And;

WHEREAS, the Racine Wastewater Utility will operate and maintain this future lift station (or stations) as part of its inventory of sewage lift stations in its interceptor 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 its established and approved Convention Center Funding (including T.I.D #9 and T.I.D. #24 increment capture ; Room tax revenues; I.G. Funds; and Convention Center Lease revenues) will pay for the initial engineering design and concept studies and evaluations, as well as the design, construction and inspection associated with “The Project”; and, the Racine Wastewater Commission will enlist the services of a professional engineering firm familiar with design aspects associated with “the Project”. The Racine Utility will facilitate the initial evaluations, design, construction and phasing of the work as directed by the City as necessary. And;

WHEREAS, City shall direct the Racine Utility when to move forward with 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 evaluate alternatives, attend meetings with the developer, 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 except where deadlines and timelines may be critical path items that require pieces to be added to an existing contract by change order should the authorizing authority chose to waive public bidding in the best interest of the City. If the City agrees the developer can move forward with the bidding and construction in the interest of time and schedule.
3. The Racine Utility will invoice the City for professional services expenses, construction invoices and construction inspection services associated with the necessary work on an as needed basis.
4. The Racine Utility agrees to 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 all as-built construction drawings and operation-and-maintenance manuals for the finished lift station, force main and manhole modifications associated with “the Project”.
6. The Utility also agrees to operate and maintain and incorporate this lift station and/or stations and force mains 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 its regular and recurring wastewater rates, including but not limited to: weekly inspections, routine testing of electrical controls, and any required testing and maintenance of one or more backup generators, 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 Festival Hall, Lakeshore Towers, the Convention Center/Hotel developer and its agents or assigns, and the County or its agent on the causeway.

3. Review and recommend payment of any and all invoices received from the Racine Utility for the initial evaluation, design, bidding and inspection services as well as all contractor payments 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, by U.S. mail, electronic mail, 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

Tara Coolidge
Title: City Clerk

APPROVED AS TO FORM:

Scott Letteney, City Attorney

(OTHER SIGNATURES)

By: _____

David Brown
Title: City Finance Director