

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement (“AGREEMENT”) is made and entered into by and between MANITOWOC COUNTY, a governmental body corporate and politic pursuant to Wis. Stat. § 59.01, whose principal address is 1010 South Eighth Street, Manitowoc, WI 54220 (“MANITOWOC COUNTY”) and City of Two Rivers, whose principal address is 1717 East Park Street, Two Rivers, WI 54241 (“SUBRECIPIENT”). MANITOWOC COUNTY and SUBRECIPIENT may be referred to individually as a “PARTY” or collectively as the “PARTIES”.

RECITALS:

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (the “ARPA”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, MANITOWOC COUNTY is allocated that certain amount of Local Fiscal Recovery Funds (“LFRF”) as published by the US TREASURY; and

WHEREAS, under section 9901 of the ARPA, MANITOWOC COUNTY may transfer LFRF funds to a constituent unit of government; and

WHEREAS, MANITOWOC COUNTY intends to allocate a direct match of the LFRF funds each constituent unit of government receives with LFRF funds MANITOWOC COUNTY receives to achieve the maximum impact of such LFRF funds; and

WHEREAS, SUBRECIPIENT is a constituent unit of government that received LFRF funds; and

WHEREAS, SUBRECIPIENT submitted a written request to the COUNTY for **six hundred twenty-one thousand one hundred forty-nine and 59/100 dollars (\$621,149.59)** in LFRF matching funds to replace lead water service line on Roosevelt Street in the city of Two Rivers as more particularly described Base Bid Items Nos. 1 (1” Tap and Corporation Stop), 2 (1” HDPE Water Service - Long), 3 (1” HDPE Water Service – Short), 4 (1” Valve and Box), 12 (6” Thick Concrete Pavement), 13 (8” Thick Concrete Pavement), 14 (4” Thick Concrete Sidewalk Replacement), and 15 (30” Concrete Curb and Gutter Replacement) in *Exhibit A* attached hereto and incorporated herein (“PROJECT”); and

WHEREAS, the PROJECT explicitly excludes any work not included in Base Bid Items Nos. 1 (1” Tap and Corporation Stop), 2 (1” HDPE Water Service - Long), 3 (1” HDPE Water Service – Short), 4 (1” Valve and Box), 12 (6” Thick Concrete Pavement), 13 (8” Thick Concrete Pavement), 14 (4” Thick Concrete Sidewalk Replacement), and 15 (30” Concrete Curb and Gutter Replacement) in Exhibit A; moreover, the PROJECT explicitly excludes any work, whether nor

not identified in Exhibit A, that is paid for in any manner other than by SUBRECIPIENT's LFRF funds;

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual agreements, covenants, promises, and obligations set forth below, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. RECITALS. The foregoing Recitals are hereby incorporated as if fully set forth herein and are hereby made a part of this AGREEMENT.

2. EFFECTIVE DATE AND TERM. This AGREEMENT shall commence when last executed by all PARTIES and shall remain in effect no later than December 31, 2025, unless earlier terminated by MANITOWOC COUNTY in writing.

3. BID DOCUMENTS. Prior to requesting any LFRF funds from MANITOWOC COUNTY, SUBRECIPIENT shall provide MANITOWOC COUNTY with a complete copy of all materials used in obtaining a quote, request, or bid, including the accepted quote, request, or bid, for the PROJECT.

4. LFRF FUNDS TO BE DISSEMINATED TO SUBRECIPIENT. MANITOWOC COUNTY will disseminate LFRF funds to SUBRECIPIENT as follows:

a. Upon SUBRECIPIENT expending 50% of its LFRF funds on the PROJECT, SUBRECIPIENT may request MANITOWOC COUNTY to disburse an equal amount to SUBRECIPIENT upon providing the materials required in Paragraph 6 (Reporting Requirements to Ensure Compliance With the ARPA) of this AGREEMENT, such that 50% of the funds that MANITOWOC COUNTY is providing SUBRECIPIENT are paid out;

b. Upon SUBRECIPIENT expending the last 50% of its LFRF funds on the PROJECT, SUBRECIPIENT may request MANITOWOC COUNTY to disburse an equal amount to SUBRECIPIENT upon providing the materials required in Paragraph 6 (Reporting Requirements to Ensure Compliance With the ARPA) of this AGREEMENT, such that 100% of the funds that MANITOWOC COUNTY is providing SUBRECIPIENT are paid out.

c. No reimbursement requests may be submitted to MANITOWOC COUNTY after December 31, 2025.

5. LIMITATIONS REGARDING THE USE OF LFRF FUNDS. SUBRECIPIENT agrees that all expenditures utilizing LFRF funds that SUBRECIPIENT receives from MANITOWOC COUNTY shall be used only for the PROJECT and shall be an eligible use of LFRF funds under the United States Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule implementing the LFRF provisions of the ARPA (*see* 31 C.F.R. Part 35) (the "RULE"). It is SUBRECIPIENT's sole responsibility to ensure that its use of LFRF funds complies with the RULE. To the extent that SUBRECIPIENT uses LFRF funds from MANITOWOC COUNTY in such a manner that is not an eligible use under the RULE, SUBRECIPIENT agrees to reimburse MANITOWOC COUNTY the full amount of LFRF funds that MANITOWOC COUNTY provided to SUBRECIPIENT.

6. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THE ARPA. To ensure compliance with the RULE as set forth by the US TREASURY, when requesting reimbursement for eligible LFRF expenditures, SUBRECIPIENT shall provide to MANITOWOC COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by SUBRECIPIENT, indicating that all expenditures therein comport with the RULE as set forth by the US TREASURY.

7. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT. Upon receipt of SUBRECIPIENT's complete reimbursement request, MANITOWOC COUNTY will disseminate funds for eligible LFRF expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of LFRF funds shall only occur after the COUNTY reviews SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published guidance regarding the use of LFRF funds as specified in the RULE and the ARPA. All payments from MANITOWOC COUNTY to SUBRECIPIENT are contingent on the availability of LFRF funds to MANITOWOC COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of LFRF funds within the RULE and the ARPA.

8. ADDITIONAL INFORMATION. MANITOWOC COUNTY may request additional information from SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of LFRF funds that may be established by the US TREASURY during the term of this AGREEMENT.

9. UNIFORM ADMINISTRATIVE REQUIREMENTS COMPLIANCE. SUBRECIPIENT agrees to comply with the pertinent *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (a copy of which can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>), which includes, but is not limited to, adoption of, and compliance with, a procurement policy that ensures procurements using LFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR § 200.317 through 327, as applicable.

10. TERMINATION. MANITOWOC COUNTY may terminate this AGREEMENT for convenience or otherwise and for no consideration or damages upon prior notice to SUBRECIPIENT.

11. COMPLIANCE WITH LAWS AND GUIDELINES. SUBRECIPIENT agrees to comply with all federal, state, and local laws, requirements, and published guidance (including the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds* (version 2.1) (November 12, 2021) as updated from time-to-time) that is set forth regarding the usage of any and all monies appropriated under the ARPA.

12. MAINTENANCE AND AUDIT OF RECORDS. SUBRECIPIENT agrees to maintain records, books, documents, and other materials relevant to its performance under this AGREEMENT for five (5) years following termination of this AGREEMENT. These records shall be subject to inspection, review, and audit by the COUNTY or its designees and the US

TREASURY. If it is determined during the course of the audit that SUBRECIPIENT was reimbursed for unallowable costs under this AGREEMENT, SUBRECIPIENT agrees to promptly reimburse MANITOWOC COUNTY for such payments upon request.

13. CIVIL RIGHTS COMPLIANCE. Recipients of federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR Part 23. SUBRECIPIENT agrees to comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds.

14. INDEMNIFICATION. SUBRECIPIENT agrees to defend, hold harmless, and indemnify MANITOWOC COUNTY, its officers, employees, departments, boards, commissions, committees, agents, elected and appointed officials, and volunteers, from and against any and all causes of action, claims, costs, demands, expenses, fees, judgments, legal fees (including, without limitation, reasonable attorney's fees), liabilities, losses, or damages of any nature whatsoever arising out of this AGREEMENT or in any way related to any act or omission of SUBRECIPIENT. SUBRECIPIENT agrees that its duty to defend, hold harmless, and indemnify MANITOWOC COUNTY shall survive the termination of this AGREEMENT.

SUBRECIPIENT further agrees to defend, hold harmless, and indemnify MANITOWOC COUNTY against any and all claims for reimbursement resulting from any improper expenditure of LFRF funds by SUBRECIPIENT. SUBRECIPIENT expressly agrees to reimburse MANITOWOC COUNTY for any funds MANITOWOC COUNTY is required to reimburse the federal government as a result of SUBRECIPIENT's noncompliance with any federal requirement.

15. IMMUNITY. MANITOWOC COUNTY is a governmental entity entitled to governmental immunity under law, including Wis. Stat. § 893.80, as applicable. Nothing contained in this AGREEMENT shall waive the rights and defenses to which MANITOWOC COUNTY may be entitled under law, including all immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendment thereof. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this AGREEMENT.

16. NOTICE. Any notice given under this AGREEMENT shall be in writing and delivered in person or by certified mail, return receipt requested, addressed as follows:

If to MANITOWOC COUNTY: Finance Director
1110 S 9th Street, 1st Floor
Manitowoc, WI 54220

If to SUBRECIPIENT: _____

Either PARTY may, in writing, designate another address to which notice shall thereafter be given or mailed. Any notice given by mail shall be deemed delivered when deposited postage pre-paid in the United States mail.

17. MODIFICATION. This AGREEMENT may not be altered, amended, or modified except by a written agreement which expressly states that it constitutes an amendment to this AGREEMENT and which has been signed by duly authorized representatives of both PARTIES.

18. DEFAULT. The failure SUBRECIPIENT to perform any of the covenants, conditions, or obligations imposed on it by this AGREEMENT where the failure continues for a period of fifteen (15) days after written notice from MANITOWOC COUNTY shall constitute a material default and breach of this AGREEMENT.

19. RESERVATION OF RIGHTS; NO WAIVER. No condition, covenant, or term of this AGREEMENT shall be waived unless the waiver is made in writing and signed by duly authorized representatives of both PARTIES. The failure of MANITOWOC COUNTY to take action with respect to any breach by SUBRECIPIENT of any covenant, condition, or obligation in this AGREEMENT shall not be a waiver of such covenant, condition, or obligation or a subsequent breach of the same or any other covenant, condition, or obligation. The remedies herein provided are cumulative and not exclusive of any remedy available to MANITOWOC COUNTY at law or in equity.

20. RELATIONSHIP OF THE PARTIES. The PARTIES agree and understand that they shall perform their obligations under this AGREEMENT as independent parties to the AGREEMENT. Nothing in this AGREEMENT shall be construed to make either PARTY an agent, employee, employer, partner, or representative of the other PARTY or to otherwise create any other association between the parties.

21. NO THIRD-PARTY BENEFICIARIES. This AGREEMENT shall not provide any person not a party to this AGREEMENT with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this AGREEMENT. This provision shall not limit any obligation that either PARTY has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this AGREEMENT.

22. ASSIGNMENT PROHIBITED. SUBRECIPIENT shall not assign or transfer any interest in this AGREEMENT in any manner.

23. SUCCESSORS AND ASSIGNS BOUND. All of the provisions, covenants, terms, conditions, and specifications in this AGREEMENT shall extend to and bind the legal representatives, successors, and assigns of the respective PARTIES.

24. CHOICE OF LAW AND VENUE. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of a dispute under this AGREEMENT shall be commenced and tried in the circuit court of Manitowoc County, Wisconsin, and MANITOWOC COUNTY and SUBRECIPIENT submit to the exclusive jurisdiction of the circuit court of Manitowoc County, Wisconsin for such lawsuits.

25. PARAGRAPH HEADINGS. All paragraph and subparagraph headings contained in this AGREEMENT are for convenience in reference only, and are not intended to define or limit the scope of any provision.

26. SEVERABILITY. The provisions of this AGREEMENT are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the AGREEMENT shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated.

27. SIGNATURE AUTHORITY. The persons signing this AGREEMENT warrant that they have been authorized to enter into this AGREEMENT by and on behalf of their respective PARTIES and that they have full and complete authority to bind their respective PARTIES by executing this AGREEMENT.

28. COUNTERPARTS; SIGNATURES. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any counterpart may be signed and delivered by facsimile or electronic transmission and the delivery of a copy of any executed original or executed counterpart of this document shall have the same force and effect as the delivery of an executed original.

29. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes any and all other agreements, oral or written, between the PARTIES with respect to its subject matter. Each PARTY acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any PARTY except as specifically set forth herein. Each PARTY agrees that no agreement, promise, or statement that is not contained in this AGREEMENT shall be binding on any PARTY. Each PARTY acknowledges and agrees it has relied on its own judgment in entering into this AGREEMENT.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this AGREEMENT effective on the date that it is signed by all parties.

MANITOWOC COUNTY

SUBRECIPIENT

By: _____
Bob Ziegelbauer
County Executive

By: _____

Date: _____

Date: _____

By: _____
Jessica Backus
County Clerk

By: _____

Date: _____

Date: _____

*Add
City Signature
Lines*

Exhibit A
Project Description

BID TABULATION

Project: **2 – 2024 Lateral Replacement: City of Two Rivers**
 Engineer's Project Number: **TR 40 (2)** Bid Deadline: **May 2, 2024 at 10:00 a.m. local time**

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Manimoth Construction		Van Rie Plumbing Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID - PART 1 PUBLIC IMPROVEMENTS									
1.	1" Tap and Corporation Stop	300	each	\$ 1,500.00	\$ 450,000.00	\$ 4,400.00	\$ 1,320,000.00	\$ 4,150.00	\$ 1,245,000.00
2.	1" HDPE Water Service - Long	150	each	\$ 4,000.00	\$ 600,000.00	\$ 600.00	\$ 90,000.00	\$ 40.00	\$ 6,000.00
3.	1" HDPE Water Service - Short	150	each	\$ 2,000.00	\$ 300,000.00	\$ 600.00	\$ 75,000.00	\$ 40.00	\$ 6,000.00
4.	1" Valve and Box	300	each	\$ 350.00	\$ 105,000.00	\$ 350.00	\$ 105,000.00	\$ 300.00	\$ 90,000.00
5.	Televising for Existing Sanitary Lateral Inspection	200	each	\$ 125.00	\$ 25,000.00	\$ 85.00	\$ 17,000.00	\$ 150.00	\$ 30,000.00
6.	8" PVC Sanitary Lateral	3,000	lin. ft.	\$ 70.00	\$ 210,000.00	\$ 50.00	\$ 150,000.00	\$ 50.00	\$ 150,000.00
7.	4" PVC Sanitary Lateral	3,000	lin. ft.	\$ 70.00	\$ 210,000.00	\$ 48.00	\$ 144,000.00	\$ 48.00	\$ 138,000.00
8.	8" Sanitary Sewer Wye - Cut In	80	each	\$ 2,000.00	\$ 160,000.00	\$ 1,800.00	\$ 144,000.00	\$ 2,250.00	\$ 180,000.00
9.	10" Sanitary Sewer Wye - Cut In	40	each	\$ 2,200.00	\$ 88,000.00	\$ 1,800.00	\$ 72,000.00	\$ 2,300.00	\$ 92,000.00
10.	Sanitary Lateral Saddle Tee	80	each	\$ 1,000.00	\$ 80,000.00	\$ 1,000.00	\$ 80,000.00	\$ 1,750.00	\$ 140,000.00
11.	Sanitary Lateral Tracer Wire System	200	each	\$ 150.00	\$ 30,000.00	\$ 40.00	\$ 8,000.00	\$ 38.00	\$ 7,600.00
12.	6" Thick Concrete Pavement	6,000	sq. yard	\$ 75.00	\$ 450,000.00	\$ 88.00	\$ 588,000.00	\$ 86.50	\$ 519,000.00
13.	8" Thick Concrete Pavement	1,000	sq. yard	\$ 85.00	\$ 85,000.00	\$ 104.00	\$ 104,000.00	\$ 95.25	\$ 95,250.00
14.	4" Thick Concrete Sidewalk Replacement	15,000	sq. ft.	\$ 6.00	\$ 90,000.00	\$ 9.75	\$ 146,250.00	\$ 9.25	\$ 138,750.00
15.	30" Concrete Curb and Gutter Replacement	3,000	lin. ft.	\$ 15.00	\$ 45,000.00	\$ 30.00	\$ 90,000.00	\$ 25.00	\$ 75,000.00
TOTAL BASE BID PART 1					\$2,928,000.00		\$ 3,133,250.00		\$2,912,600.00
PUBLIC IMPROVEMENTS									
BASE BID - PART 2 PRIVATE SERVICE LATERALS									
16.	1" HDPE Water Service	200	each	\$ 2,000.00	\$ 400,000.00	\$ 1,510.00	\$ 302,000.00	\$ 2,550.00	\$ 510,000.00
17.	Pre-Construction Meeting with Property Owner, Contractor, & City Staff	200	each	\$ 125.00	\$ 25,000.00	\$ 85.00	\$ 17,000.00	\$ 100.00	\$ 20,000.00
18.	Wall Case (1" Diameter Pipe)	200	each	\$ 100.00	\$ 20,000.00	\$ 6.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00
19.	Reconnect Water Service Inside Building	200	each	\$ 1,200.00	\$ 240,000.00	\$ 625.00	\$ 125,000.00	\$ 750.00	\$ 150,000.00
TOTAL BASE BID PART 2					\$ 685,000.00		\$ 445,000.00		\$ 681,000.00
PRIVATE SERVICE LATERALS									
TOTAL BASE BID PARTS 1 AND 2					\$3,613,000.00		\$ 3,578,250.00		\$ 3,593,600.00

BID TABULATION

Project: **2 – 2024 Lateral Replacement: City of Two Rivers**
 Engineer's Project Number: **TR 40 (2)** Bid Deadline: **May 2, 2024 at 10:00 a.m. local time**

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Mammath Construction		Van Rie Plumbing Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SUPPLEMENTARY BID ITEMS - PRIVATE SERVICE LATERALS									
S1.	6" PVC Sanitary Lateral	1,300	lin. ft.	\$ 85.00	\$ 84,500.00	\$ 50.00	\$ 65,000.00	\$ 30.00	\$ 39,000.00
S2.	4" PVC Sanitary Lateral	1,300	lin. ft.	\$ 85.00	\$ 84,500.00	\$ 48.00	\$ 62,400.00	\$ 20.00	\$ 26,000.00
S3.	Wall Core (6" Dia. Pipe or Less)	100	each	\$ 125.00	\$ 12,500.00	\$ 10.00	\$ 1,000.00	\$ 30.00	\$ 3,000.00
S4.	Televsioning for Sanitary Lateral Acceptance	100	each	\$ 125.00	\$ 12,500.00	\$ 85.00	\$ 8,500.00	\$ 175.00	\$ 17,500.00
S5.	Reconnect Sanitary Lateral Inside Building (Above Basement Floor)	25	each	\$ 800.00	\$ 20,000.00	\$ 750.00	\$ 18,750.00	\$ 1,200.00	\$ 30,000.00
S6.	Reconnect Sanitary Lateral Inside Building (Below Basement Floor)	75	each	\$ 2,500.00	\$ 187,500.00	\$ 2,500.00	\$ 187,500.00	\$ 3,150.00	\$ 236,250.00
S7.	Removal and Replacement of Unsuitable Backfill	100	cu. yds.	\$ 25.00	\$ 2,500.00	\$ 0.10	\$ 10.00	\$ 25.00	\$ 2,500.00
S8.	Topsoil Restoration, Seeding, Fertilizer, and Erosion Mat	3,000	sq. yard	\$ 12.00	\$ 36,000.00	\$ 15.00	\$ 45,000.00	\$ 10.00	\$ 30,000.00
S9.	Relocate Water Meter	5	each	\$ 2,500.00	\$ 12,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
S10.	Exploratory Excavation	100	each	\$ 400.00	\$ 40,000.00	\$ 5.00	\$ 500.00	\$ 500.00	\$ 50,000.00
TOTAL SUPPLEMENTARY BID ITEMS					\$ 492,500.00		\$ 391,160.00		\$ 436,750.00

- F. The presumption of this specification is that the excavated material will be suitable for trench backfill. If unsuitable backfill materials are encountered, and other suitable excess material is stockpiled or is present on the site, then the available material shall be transported within the site and used at no extra expense to the Owner. If unsuitable backfill materials are encountered, such that materials must be hauled in from off the project site, the supplemental bid prices will be used, or if no appropriate supplemental bid price exists, an extra price will be negotiated. The City must grant prior approval for the use of supplemental bid prices or extra payment.
- F. All trench compaction shall be Class I. Compaction testing may be conducted at various depths in the trench to verify the required density has been achieved. If compaction tests fail, the Contractor shall pay for a second set of tests to demonstrate that the inadequate compaction condition has been remedied.

2.2 DESCRIPTION OF BID ITEMS:

A. Base Bid

- **1" Tap and Corporation Stop (Item 1)** shall be paid for at the contract unit price for each tap and corporation stop installed under this contract, inclusive of all materials, labor, tools, equipment and incidentals necessary to complete the work. Corporation stops shall be 1-inch Mueller H-15000. A Smith Blair 264 or 265 stainless steel tapped full circles repair clamp with a minimum width of 12-inches, or equivalent, will be required. Work shall consist of the following:
 - Schedule water shutdown with City Water Department. NOTE: Contractor to schedule installation of at least two corporation stops during one water shut down.
 - Notify residents impacted by the shutdown at least 24 hours prior to shut down.
 - Shutdown the water main (valve turning by City Water Department).
 - Remove the existing corporation.
 - Clean existing main as per device installation instructions.
 - Install new saddle over original tap location as per device installation instructions.
 - Install new corporation stop.
 - Connect new 1-inch HPDE water service.
 - Visually verify no leaks after water is turned on.

- **1" HDPE Water Service – Long (Item 2)** shall be paid for at the contract unit price per each, inclusive of all work and materials for services over 33-feet in length from the water main to the curb box. Work shall consist of providing and installing the HDPE water service.

Prior to any street work or removals, the Contractor shall verify, by exposing the water service at the curb box, the existing water service material. If the service is to be replaced, the cost for this work shall be included in the contract unit price of 1-Inch HDPE Water Service.

Work shall also include the removal of the existing water service. Existing sanitary services that are disrupted by water service removal or installation shall be removed and replaced with PVC material of the same size and equipped with tracer wire. Price shall include costs to reconnect the water and sewer services, cost of bedding and cover materials. Work shall include all excavation, removal, hauling, of excess material, furnishing and installation of all piping materials, and all materials necessary to connect the services to the existing services.

backfilling, and for all labor, tools, and equipment and incidentals necessary to complete the work.

- 1" HDPE Water Service - Short (Item 3) shall be paid for at the contract unit price per each, inclusive of all work and materials for services less than 33-feet in length from the water main to the curb box. Work shall consist of providing and installing the HDPE water service.

Prior to any street work or removals, the Contractor shall verify, by exposing the water service at the curb box, the existing water service material. If the service is to be replaced, the cost for this work shall be included in the contract unit price of 1-Inch HDPE Water Service.

Work shall also include the removal of the existing water service. Existing sanitary services that are disrupted by water service removal or installation shall be removed and replaced with PVC material of the same size and equipped with tracer wire. Price shall include costs to reconnect the water and sewer services, cost of bedding and cover materials. Work shall include all excavation, removal, hauling, of excess material, furnishing and installation of all piping materials, and all materials necessary to connect the services to the existing services, backfilling, and for all labor, tools, and equipment and incidentals necessary to complete the work.

- 1" Valve and Box (Item 4) shall be paid for at the contract unit price for each 1-inch valve and curb box installed under this contract, inclusive of all work and materials. Work shall consist of providing and installing a valve and box for the water service, and for all labor, tools, and equipment and incidentals necessary to complete the work.

- Televising for Existing Sanitary Lateral Inspection (Item 5) - Before the lateral is replaced, the Contractor shall assist the City with inspecting the condition of existing sanitary laterals using the Contractor's televising equipment. Only existing PVC or PE sanitary laterals need to be televised (sewer main to the proposed connection at the house/building), since all other lateral materials are defective based on City policy. City representatives are not allowed in trenches or other excavated holes to inspect laterals. The Contractor shall be paid for each lateral televised.

- 6" / 4" PVC Sanitary Lateral (Items 6, 7, S1, S2) covers the construction of Schedule 40 PVC sanitary service lateral of the diameter shown in the bid proposal to match the diameter of the existing lateral. The unit of measurement is per lineal foot along the ground surface through the riser, if applicable, measured from the sewer main to the property line, or from the property line to the inside of the basement wall. Laterals on private property shall conform to State of Wisconsin plumbing codes.

- Sanitary Lateral Wyes (Items 8 & 9) covers the cost of providing and installing a section of pipe of the same diameter as the sanitary sewer with a factory-made standard wye of the diameter of the existing sanitary sewer and includes the installation of up to 3-feet of new PVC pipe and Fernco connections to the existing sanitary sewer. The unit of measurement is per each wye of the diameter shown.

- Sanitary Lateral Saddle Tee (Item 10) covers the cost of providing and installing a one-piece factory-made 6-inch diameter saddle standard wye of an 8-inch, 10-inch or 12-inch main pipe diameter. The saddle tee shall be gasketed and affixed to the main line pipe with clamps to

form a watertight seal under fully saturated exterior conditions. The unit of measurement is per each sanitary lateral saddle tee.

- **Sanitary Lateral Tracer Wire System (Item 11)** covers the installation of a tracing wire system on sanitary sewer laterals to allow location of the laterals. Tracer wire shall be affixed to the entire length of new sewer lateral pipe and shall be solid copper wire, 14-gauge minimum, plastic green coated. All tracer wire connections shall be soldered, split bolt connections. Mastic coating shall be applied to protect the connections. The wire shall be affixed to the lateral pipe at five-foot intervals, with plastic ties. A Snake Pit curb service box with lid marked "sewer" shall be provided and installed for the termination of the lateral tracer wire or tape. The box shall be placed upon a solid, flat concrete block. The box shall be located at the same distance off the property line as the water curb box and shall extend full depth from the lateral pipe up to the surface, with provision for adjustment 6 inches above and below the surface. The tracer wire shall extend to 18 inches above the surface and shall end in a loop, which shall be folded back into the box. Each lateral shall be tested for continuity with any failures requiring repairs. The unit of measurement shall be each lateral to which a tracing wire system is affixed.
- **6" Thick Concrete Pavement (Item 12)** covers all labor, equipment and materials to remove the existing concrete and/or asphalt pavement and construct the concrete pavement as shown on the plans. This shall include all steel dowels and re-bars, hi-early strength concrete pavement, and jointing. Furnish a hot-poured elastic joint sealer according to ASTM D6690 type II per the most current edition of the Wisconsin Department of Transportation (WisDOT) Standard Specifications for Highway and Structure Construction. Payment shall be by square yard measured in place. Concrete pavement shall be constructed per the WisDOT details on the plans.

The sawcutting and removal of the existing pavement is incidental to the pay item. Pay item shall also include the supply, placement, and compaction of 12-inches of crushed aggregate base course below the new concrete pavement incidental to the pay item.
- **8" Thick Concrete Pavement (Item 13)** covers all labor, equipment and materials to remove the existing concrete and/or asphalt pavement and construct the concrete pavement as shown on the plans to match the locations with existing asphalt pavement overlay. This shall include all steel dowels and re-bars, hi-early strength concrete pavement, and jointing. Furnish a hot-poured elastic joint sealer according to ASTM D6690 type II per the most current edition of the Wisconsin Department of Transportation (WisDOT) Standard Specifications for Highway and Structure Construction. Payment shall be by square yard measured in place. Concrete pavement shall be constructed per the WisDOT details on the plans.

The sawcutting and removal of the existing pavement is incidental to the pay item. Pay item shall also include the supply, placement, and compaction of 12-inches of crushed aggregate base course below the new concrete pavement incidental to the pay item.
- **4" Thick Concrete Sidewalk (Item 14)** covers the sawcutting and removal of the existing concrete sidewalk and construction of new concrete sidewalk. No special payment shall be made for sidewalk ramps which shall be measured as concrete sidewalk. The depth of base course used shall be a minimum of 6 inches. This base course shall be considered incidental to this bid item. The unit of measurement is per square foot.

24" Concrete Curb & Gutter, Type A (Item 15) covers the sawcutting and removal of the existing concrete curb and gutter, and construction of the new concrete curb & gutter of the type indicated in the bid proposal and all cylinder testing.

Transitions, flumes, curb ramp opening sections, drive-over or mountable curb & gutter sections and radius curb & gutter sections shall be measured for payment as part of the curb & gutter, no special payment shall be made for these items unless separate pay items are provided in the bid proposal. Adjustment of utility structures, such as curb stops, existing and new storm water inlets (including a No. 5 reinforcing rod across the front of all inlets and to a point 6 inches on either side of the inlets), and manholes shall be incidental to the contract unit price for curb & gutter.

Payment for curb & gutter shall be per lineal foot, as measured at the base of the curb face or along the flow line of the gutter and shall be continuous across curb transitions and gutter sections for ramps, driveways, and alleys.

- 1" HDPE Water Service (Item 16) covers provision of all pipe, fitting and installation of water service pipe of the diameter and material shown. Services shall be paid for at the contract unit price per lineal foot, measured horizontally on a straight line from the property line to the inside of the basement wall. Services installed on private property shall conform to all State of Wisconsin plumbing codes.
- Pre-Construction Meeting with Property Owner, Contractor, & City Staff (Item 17) Contractor shall provide a representative to meet with the property owner, City staff, and Engineer to review the water service and sanitary lateral defects, replacement method, reconnection location, and cost estimate to complete the work. The property owner has the option to have the Contractor complete the work or to contract with a different contractor to complete the work. If the property owner decides to use the City's Contractor to perform the work, the property owner must sign the City's waiver agreement before work can proceed.

The Contractor shall employ or subcontract a master plumber to perform any work under or inside of the building. If the service reconnection is done outside or on the building's foundation exterior, the reconnection does not need to be completed by a master plumber.

- Wall Core (Item 18, S3) covers all work to expose and protect existing basement walls, evaluate and coordinate work with property owner to identify location and elevation of core location needed to allow for proper lateral connection, photo documentation of wall prior to and after coring, coring of the wall, sealing annular space around pipe with non-shrink grout, clean-up inside of basement and complete any repairs. Jack hammering is not allowed. The unit of measurement shall be per each core made for the pipe size indicated in the bid proposal. The Bid Item assumes an 8-inch CMU wall. Extreme care shall be taken to fully protect existing building structures and foundations.

The property owner is responsible for providing the Contractor the required working space inside the home building. The property owner is responsible for removing and replace obstructions inside the home, such as carpeting, which they do not want destroyed, damaged, or which may inhibit the Contractor's ability to reasonably work, excavate, or saw cut. The Contractor shall identify and notify the property owner of obstructions a minimum of 7 days prior to commencing work so the property owner has time to remediate the obstruction(s).