

RESOLUTION NO. 58-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ESTABLISHING AUTHORITY TO ENTER INTO AN AGREEMENT WITH CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (DISTRICT) REGARDING CONSTRUCTION COSTS AND FUTURE OWNERSHIP AND MAINTENANCE OF TWO SANITARY SEWER LINES THAT ARE ELEMENTS OF THE NE SEWER EXTENSION PROJECT.

**WHEREAS**, The City and the District have worked together on design of two sanitary sewer projects, those two projects being adjacent to each other and immediately northeast of the City ; and

**WHEREAS**, Two lines, one running parallel to Johnson Creek Boulevard and the other running within Westfork Avenue, are necessary to the proper functioning of both projects; and

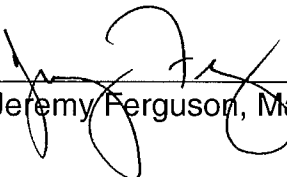
**WHEREAS**, There are substantial efficiencies in cost and effort to be achieved by the two utilities both making use of these lines; and

**WHEREAS**, The City and the District have previously agreed to an approach to share costs, whereby the District will own and maintain the pipes;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Milwaukie, Oregon, authorizes the Mayor to execute the Intergovernmental Agreement attached hereto as Exhibit A.


Introduced and adopted by the City Council on June 7, 2011.


This resolution is effective on June 7, 2011.

  
\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

  
\_\_\_\_\_  
Pat DuVal, City Recorder

  
\_\_\_\_\_  
City Attorney

# EXHIBIT A

## AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

Between

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**  
and  
**THE CITY OF MILWAUKIE, OREGON**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this \_\_ day of \_\_\_\_\_, 2011, by and between the Clackamas County Service District Number 1, a county service district (“CCSD No. 1”) and the City of Milwaukie, a political subdivision of the State of Oregon (“City”) regarding construction costs and future ownership and maintenance of two (2) sanitary sewer lines that are elements of the NE sewer extension project. Collectively referred to as (the “Projects”). City and CCSD No. 1 previously entered into an intergovernmental agreement concerning the same issues on or about July 20, 2010 (“Original Agreement”). City and CCSD No. 1 intend to amend, restate and entirely supersede the Original Agreement with this Agreement.

### RECITALS

**WHEREAS**, City is a general purpose government organized pursuant to the laws of this state; and

**WHEREAS**, CCSD No. 1 is a limited purpose county service district organized pursuant to ORS Chapter 451 to provide sewage treatment, collection, and storm water services; and

**WHEREAS**, pursuant to ORS Chapter 451 the Board of County Commissioners (“BCC”) is the governing body of CCSD No. 1; and

**WHEREAS**, CCSD No. 1 and the City have each designed a sewer system in their designated service areas within the North Clackamas Revitalization Area, a county urban renewal district (“NCRA”); and

**WHEREAS**, the parties’ sewer systems have been designed by the same engineering services consultant through separate agreements, and construction services were bid separately; and

**WHEREAS**, the parties’ respective designs have made use of two shared lines to minimize total construction costs in the interests of customers of both utilities; and

**WHEREAS**, CCSD No. 1’s design assumes the use of a 12-inch sanitary sewer trunk line designed to collect sanitary flows southerly and easterly of SE Linwood and Johnson Creek Blvd and to carry District flow in a westerly direction approximately 1,600 feet to its connection with the City of Portland’s Lents Trunk as shown in the attached and incorporated Exhibit A; hereinafter referred to as the “Johnson Creek Trunk Line”; and

**WHEREAS**, the City has designed a sanitary sewer collection system that utilizes the Johnson Creek Trunk Line to collect and convey flows from City customers along this same general alignment to a connection with the City of Portland's Lents Trunk as shown on the attached and incorporated Exhibit A; and

**WHEREAS**, the City has designed and constructed the Johnson Creek Trunk Line as contemplated in the original Agreement within public rights-of-way and two related easements; and

**WHEREAS**, an 8-inch main approximately 1,700 feet in length in SE Westfork Avenue between SE 58<sup>th</sup> Avenue and the connection to the City of Portland's Lents Trunk in Johnson Creek Blvd., hereinafter referred to as the "Westfork Avenue Sewer Main," has been designed and constructed by CCSD #1 to serve both CCSD No. 1 and City customers as shown in the attached and incorporated Exhibit A;

**WHEREAS**, each Party has a separate wholesale sewer service Agreement with the City of Portland for the purpose of providing recovery of Portland's cost of constructing, maintaining and operating facilities for the transportation and treatment of sewage discharged from properties within CCSD No. 1 and the City; and

**WHEREAS**, both parties derive value from the existence of these lines; and

**WHEREAS**, each party's share of joint costs will be allocated to the benefited properties when the projects are completed, by CCSD No. 1 through the formation of an Assessment District and by the City through formation of a Reimbursement District, respectively; and

**WHEREAS**, the City's Urban Growth Management Agreement calls for the City to be the lead provider of urban services within Dual Interest Area "A", Exhibit B, which includes all of the properties on the south side of Westfork Ave and those properties immediately to the south of the Johnson Creek Trunk Line; and

**WHEREAS**, CCSD No. 1 desires to maintain both lines due to the proportionately larger CCSD No. 1 flows that will pass through these lines; and

**WHEREAS**, the City is willing to transfer ownership of the two lines and related easements to CCSD No. 1 in return for a binding commitment that allows the City unimpeded access, at no additional cost, to the use of these same lines for their useful life and agreement that CCSD No. 1 shall maintain the lines; and

**WHEREAS**, the parties have the authority to enter into this Agreement pursuant to ORS 190.030, and being fully advised;

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## AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

### **Section 1. Joint Construction.**

**1.1 Johnson Creek Trunk Line.** The City designed and constructed the Johnson Creek Trunk Line westerly from SE Linwood Avenue to the Lents Trunk connection and has invoiced and received full payment, or will receive full payment, from CCSD No. 1 for its proportionate share of the cost of construction, including pipe and all related appurtenances, utility relocations, and surface restoration and easements. The cost allocation for the Johnson Creek Trunk Line is attached and incorporated herein Exhibit C. The City has provided CCSD No. 1 with copies of as-built drawings for the Johnson Creek Trunk Line and CCSD No. 1 has inspected and accepted the as-built Johnson Creek Trunk Line. Pursuant to the terms of the Original Agreement, the City hereby transfers ownership of the Johnson Creek Trunk Line via the Bill of Sale provided to CCSD No. 1 in substantially the same form as that attached and incorporated herein as Exhibit D and hereby assigns to CCSD No. 1 its interest in the related easements upon recording the Assignments of Easement in Clackamas County in substantially the same form as that attached and incorporated herein as Exhibit E.

**1.2 Westfork Avenue Sewer Main.** CCSD No. 1 designed and constructed the 8-inch main and service laterals of the Westfork Avenue Sewer Main and has invoiced and received full payment from the City, or will receive full payment, for its proportionate share of the cost of construction, including the pipe and all related appurtenances, surface restoration, and the cost of providing one service lateral to each property to be eventually served by the City. The cost allocation for the Westfork Avenue Sewer Main is attached and incorporated herein as Exhibit F. The sewer main shall be owned, operated and maintained by CCSD No. 1 and CCSD No. 1 has provided the City with copies of as-built service connection drawings for the common section of sewer main.

**1.3 Rights of Use.** City customers shall have the right to connect to both the Johnson Creek Trunk Line and Westfork Avenue Sewer Main (collectively, the "Lines") constructed under this Agreement without any special financial obligation to CCSD No. 1 due to CCSD No. 1's ownership of the Lines. City and CCSD No. 1 shall each have the right to transmit flows collected elsewhere through the Lines without making compensation to the other Party. City's right to use the Lines as described herein is in consideration for the Assignments of Easement attached hereto and recorded in Clackamas County. CCSD No. 1 shall not act as the provider of retail sewer services within Dual Interest Area "A" without prior written permission of City. CCSD No. 1 shall require any customers within Dual Interest Area "A" to connect as City customers. These rights of use shall run with the life of the Lines.

**1.4 Future Reconstruction.** The City and CCSD No. 1 shall meet and negotiate in good faith to establish a fair and reasonable basis to apportion costs for any future replacement of the Lines. Upgrades required due to regulatory requirements shall be treated in the same manner as future replacement costs. Upgrades necessary due to the need for increased capacity in either line shall be the responsibility of the party causing greater demand on the lines beyond that estimated by the construction plans. Before a future capital investment is made to either line for

which a party may seek cost sharing, unless an emergency situation exists, the parties shall meet to discuss and reach agreement on the need, general approach, cost, and cost-share basis prior to capital investments in either line.

**Section 2. Term.** The obligations and rights of the parties enumerated in this Agreement shall have a term equal to the functional life of the Lines.

**Section 3. No Termination of Service.** CCSD No. 1 shall not terminate or impede the City's use of the Lines to convey the City's flow to Portland's Lents Trunk, including the use of any future reconstruction as contemplated in Section 1.4 unless agreed to by both parties to this Agreement.

**Section 4. Amendment.** The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by the governing bodies of the parties, and attached hereto.

**Section 5. Severability.** In the event any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto.

**Section 6. Notice.** Any notice herein required or permitted to be given shall be in writing and shall be effective when actually received if given by hand delivery or three (3) days after mailing, if sent by the United States mail, First Class, postage pre-paid, addressed to the parties as follows:

**If to City:**

City of Milwaukie  
ATTENTION: Engineering Director  
6101 SE Johnson Creek Blvd  
Milwaukie, OR 97206

**If to CCSD No. 1**

Clackamas County Service District No. 1  
c/o Water Environment Services  
ATTENTION: Kathy Frasier  
150 Beaver Creek Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045

Changes to the above shall be by notice to the other in the manner provided in this paragraph.

**Section 7. Dispute Resolution.** The parties shall first attempt to resolve the dispute by negotiation between the City Manager for the City and the Director of the CCSD No. 1 followed

by submission of the dispute to binding arbitration pursuant to the rules of the American Arbitration Association.

**Section 8. Nonwaiver.** Failure by any party, at any time, to require performance by the other party of any provision hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by any party or parties of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this clause.

**Section 9. Binding Effect.** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon, and inure to the benefit of the successors and assigns of the parties hereto.

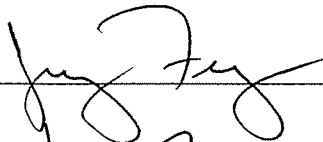
**Section 10. Counterparts.** This Agreement and related documents may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

**Section 11. Authorization.** Each of the signers of this Agreement acknowledges that they have authority to enter into binding agreements on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties have set their hands as of the date and year hereinabove written.

**CITY OF MILWAUKIE**, a political  
subdivision of the State of Oregon

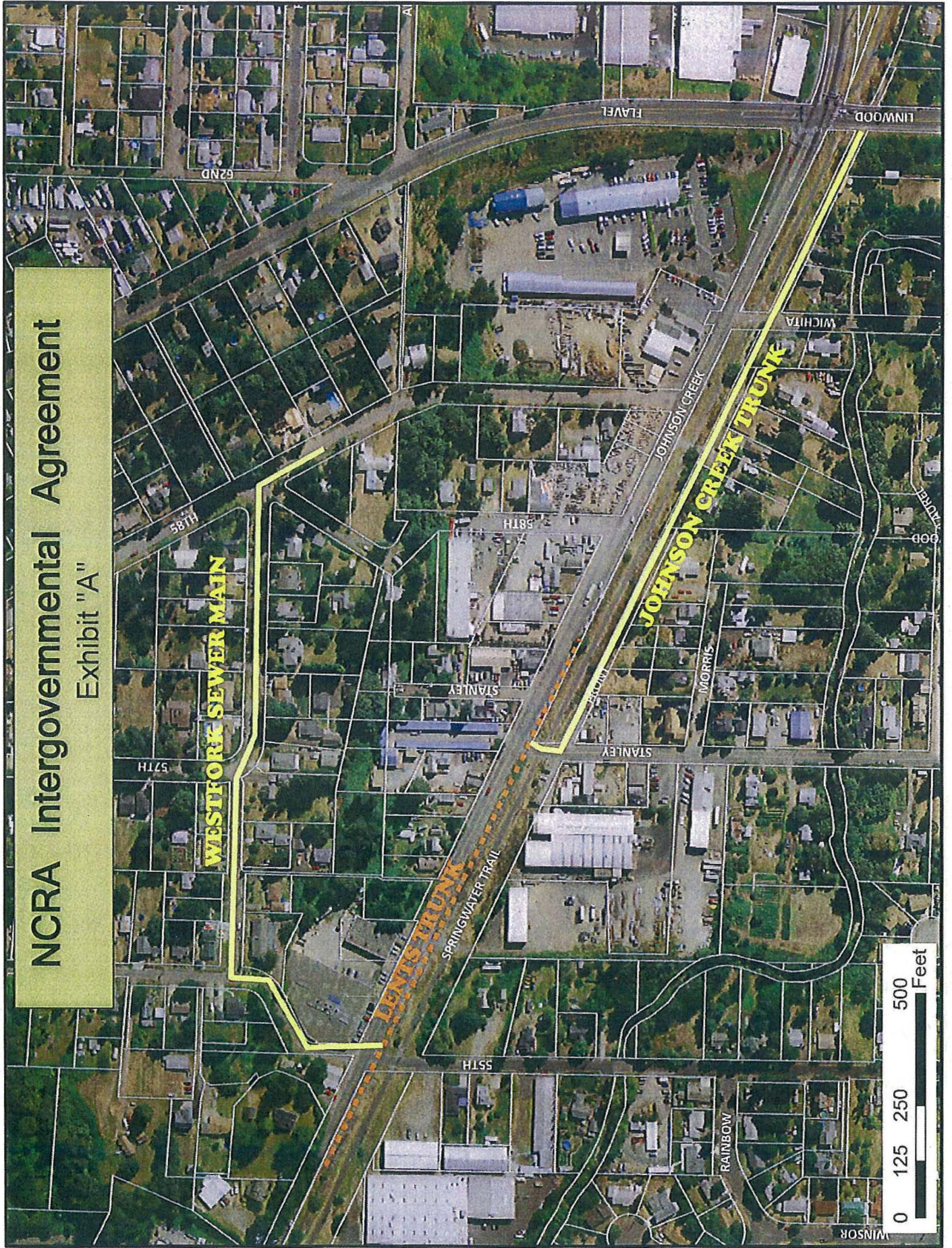
**CLACKAMAS COUNTY SERVICE  
DISTRICT No. 1**, a County service district

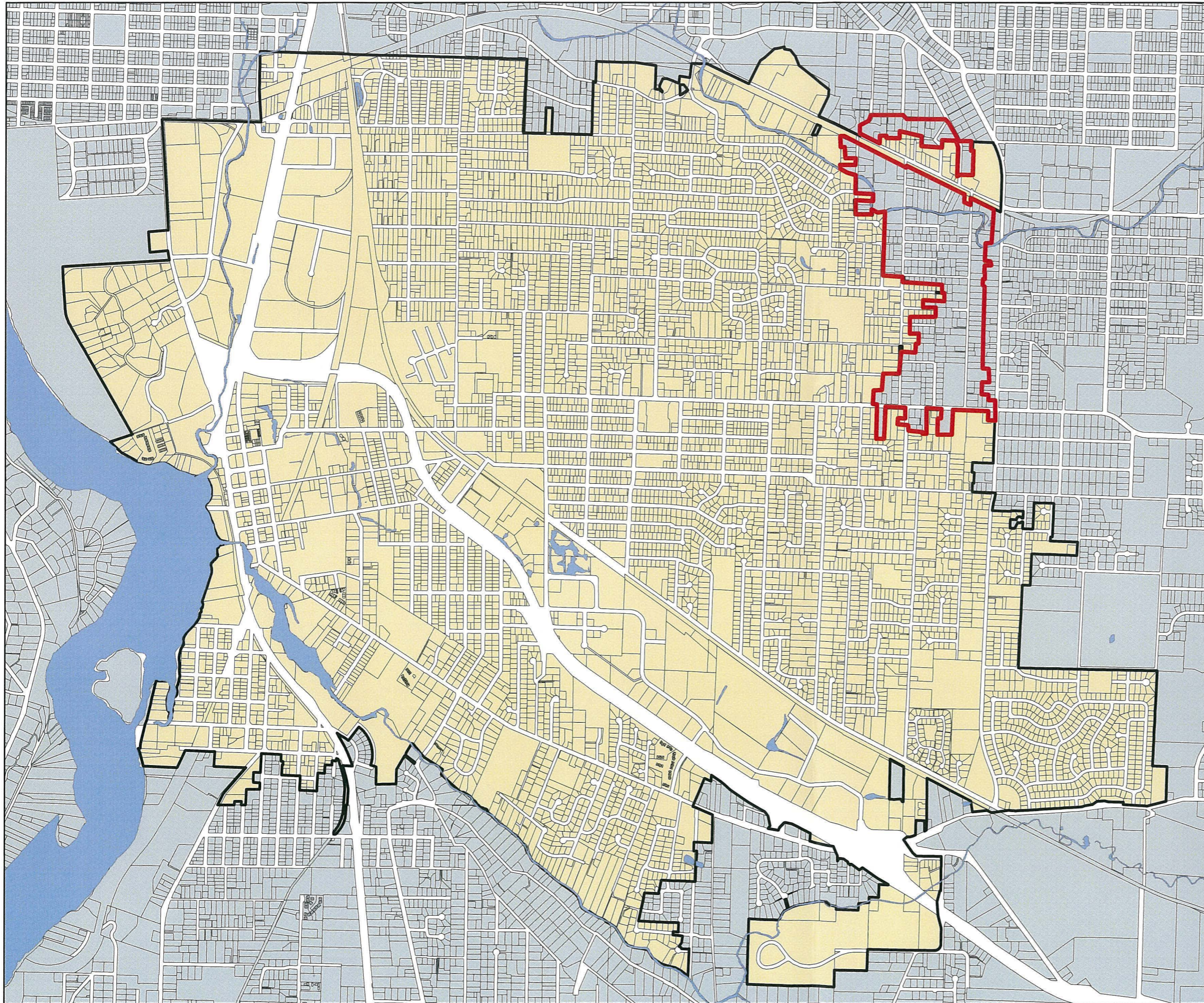
By:  \_\_\_\_\_  
Date: June 7, 2011

By: \_\_\_\_\_  
Date: \_\_\_\_\_

# NCRA Intergovernmental Agreement

Exhibit "A"





**Intergovernmental Agreement  
Exhibit "B"**

**City of Milwaukie  
and  
Dual Interest Area "A"**



**Legend**

-  Bodies of Water
-  Dual Interest Area A

**Johnson Creek Trunk Line Cost Allocation**

EXHIBIT C

SCHEDULE A		K & R Plumbing Const.			
ITEMS	QUANTITY		UNIT PRICE	TOTAL AMOUNT	
1 Mobilization (Max 5%)	0.11	LS	\$ 105,000.00	\$ 11,550.00	
2 Traffic Control	0.10	LS	\$ 28,000.00	\$ 2,800.00	
3 Clearing and Grubbing	0.50	LS	\$ 11,000.00	\$ 5,500.00	
4 Rock Excavation - Trench ( S.P.)	0	CY	\$ 150.00	\$ -	
5 Foundation Material (S.P.)	0	CY	\$ 40.00	\$ -	
6 8" PVC Pipe, Class A Backfill	0	LF	\$ 24.90	\$ -	
7 8" PVC Pipe, Class B Backfill, 0-12 feet deep	0	LF	\$ 59.30	\$ -	
8 8" PVC Pipe, Class B Backfill, 12-16 feet deep	0	LF	\$ 95.00	\$ -	
9 8" PVC Pipe, Class B Backfill, Over 16 feet deep	0	LF	\$ 150.00	\$ -	
10 12" PVC Pipe, Class A Backfill	575	LF	\$ 26.80	\$ 15,410.00	
11 12" PVC Pipe, Class B Backfill, 0-12 feet deep	830	LF	\$ 67.50	\$ 56,025.00	
12 12" PVC Pipe, Class B Backfill, 12-16 feet deep	201	LF	\$ 114.00	\$ 22,914.00	
13 Horizontal Directional Drilling, Set-up through Restoration	0	LS	\$ 5,500.00	\$ -	
14 Horizontal Directional Drilling, 8" HDPE Installation	0	LF	\$ 61.50	\$ -	
15 4" C900 PVC Pipe, (Force Main) Class B Backfill	0	LF	\$ 43.00	\$ -	
16 4" PVC Tees	0	EA	\$ 70.00	\$ -	
17 4" PVC Pipe, Service Lateral Class A and B Backfill	0	LF	\$ 47.90	\$ -	
18 48" Standard Manhole 0-12 feet deep	8	EA	\$ 4,500.00	\$ 36,000.00	
19 Extra Depth Manhole	4	LF	\$ 200.00	\$ 800.00	
20 Connect to Exist MH	1	LS	\$ 9,700.00	\$ 9,700.00	
21 AC Trench Restoration - Main Line) 2" Thick	300	LF	\$ 9.25	\$ 2,775.00	
22 AC Trench Restoration - (Service Lat.) 2" Thick	0	LF	\$ 10.00	\$ -	
23 AC Trench Restoration - (Service Lat.) 6" Thick - JCB	0	LF	\$ 43.00	\$ -	
24 Temp AC Trench- 1" Thick	0	SY	\$ 1.00	\$ -	
25 AC Overlay- 2" Thick	640	SY	\$ 8.30	\$ 5,312.00	
26 3/4"- 0" Shoulder Rock	25	Ton	\$ 22.00	\$ 550.00	
27 3/4"- 0" Base Rock	0	Ton	\$ 27.00	\$ -	
28 Restoration of Landscaping	0.75	LS	\$ 6,000.00	\$ 4,500.00	
29 Erosion Control	0.40	LS	\$ 5,000.00	\$ 2,000.00	
30 Impervious Barrier (CDF)	0	LS	\$ 900.00	\$ -	
32 Temp Chainlink Fencing - PGE	1,400	LF	\$ 4.50	\$ 6,300.00	
33 Temp Chainlink Fencing	200	LF	\$ 2.50	\$ 500.00	
16" HDPE Storm Drain	1	LS	\$ 9,500.00	\$ 9,500.00	
34 Waterline Collar Blocks - (Stipulated Price)	0	EA	\$ 1,500.00	\$ -	
35 Decommission Existing Pump Station	0	LS	\$ 5,000.00	\$ -	
36 Extra Work / Force Account					
(Valve Cluster Relocation - Wichita/JCB)	1	LS	\$ 39,196.00	\$ 39,196.00	
(Additional Utility Potholing)	1	LS	\$ 624.00	\$ 624.00	
<b>TOTAL CONSTRUCTION COST</b>				<b>\$ 231,956.00</b>	

Century West Const. Engineering	\$26,874.00
Easement Negot & Appraisal	\$30,213.97
Easement Purch	\$41,135.00
<b>Sub-total</b>	<b>\$ 330,178.97</b>
<b>CCSD No. 1 share (@56.25&amp;)</b>	<b>\$ 185,725.67</b>

**Total Shared Construction & Easements**

Work exclusively to serve CCSD1

Waterline Relocation - Wichita to Linwood	1	LS	\$ 28,250.00	\$ 28,250.00
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**Total CCSD No. 1 Cost Share \$ 213,975.67**

**BILL OF SALE**

For valuable consideration, receipt of which is hereby acknowledged, the City of Milwaukie, an Oregon municipal corporation ("Seller") hereby sells, transfers and assigns to Clackamas County Service District No. 1, a county service district ("Buyer") the 12-inch sanitary sewer trunk line designed to collect sanitary flows southerly and easterly of SE Linwood and Johnson Creek Blvd and to carry such flows in a westerly direction approximately 1,600 feet to its connection with the City of Portland's Lents Trunk ("Johnson Creek Trunk Line"), depicted on the attached and incorporated Exhibit A. Seller represents and warrants to Buyer that it has all lawful right and authority to sell and transfer to Buyer the Johnson Creek Trunk Line and that it sells and transfers the Johnson Creek Trunk Line to Buyer free and clear of all liens, encumbrances and third-party interests or claims.

**BY ACCEPTANCE OF THIS INSTRUMENT, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS INSTRUMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITIONS OF THE JOHNSON CREEK TRUNK LINE, (B) THE INCOME TO BE DERIVED FROM THE JOHNSON CREEK TRUNK LINE, (C) THE SUITABILITY OF THE JOHNSON CREEK TRUNK LINE FOR ANY AND ALL ACTIVITIES AND USES, (D) THE COMPLIANCE OF OR BY THE JOHNSON CREEK TRUNK LINE OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE JOHNSON CREEK TRUNK LINE, OR (F) ANY OTHER MATTER WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE JOHNSON CREEK TRUNK LINE. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE JOHNSON CREEK TRUNK LINE WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BY ACCEPTANCE OF THIS INSTRUMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE JOHNSON CREEK TRUNK LINE AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."**

**[SIGNATURES ON NEXT PAGE]**

**SELLER:**

Dated: \_\_\_\_\_, 2011.

**City of Milwaukie**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

Dated: \_\_\_\_\_, 2011.

**Clackamas County Service District No. 1**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNMENT OF EASEMENTS**

Between: The City of Milwaukie, an Oregon municipal corporation (“City”)

And: Clackamas County Service District No. 1, a county service district (“CCSD No. 1”)

Dated: \_\_\_\_\_, 2011

**RECITALS**

- A. City is a general purpose government organized pursuant to the laws of this state;
- B. CCSD No. 1 is a limited purpose county service district organized pursuant to ORS Chapter 451 to provide sewage treatment, collection, and storm water services;
- C. Pursuant to ORS Chapter 451 the Board of County Commissioners (“BCC”) is the governing body of CCSD No. 1;
- D. Pursuant to ORS Chapter 190, on or about July 20, 2010, City and CCSD No. 1 entered into an intergovernmental agreement (“IGA”) relating to sanitary sewer collection and detailing the construction and maintenance obligations of two shared lines (the “Lines”) for both parties’ respective sewer systems;
- E. On \_\_\_\_\_, 2011 City and CCSD No. 1 entered into an Amended and Restated IGA to finalize the ownership of the Lines and each parties’ rights to use the Lines;
- F. The Amended and Restated IGA contemplates shared use of the Lines, one referred to in the Amended and Restated IGA as the “Johnson Creek Trunk Line”, and one referred to in the Amended and Restated IGA as the “Westfork Avenue Sewer Main” ;
- G. The Johnson Creek Trunk Line is located in the City in public rights-of-way and two easements (the “Easements”);
- H. Pursuant to the Amended and Restated IGA, in consideration for maintenance and construction by CCSD No. 1, the City agrees to transfer ownership of the Easements to CCSD No. 1 in return for CCSD No. 1 granting to the City unimpeded access, at no additional cost, to use the Lines for their useful life and agreement that CCSD No. 1 maintains the Lines; and
- I. The parties desire that this Agreement accomplishes the parties’ intentions as set forth in the Amended and Restated IGA.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**AGREEMENT**

1. **Assignment.** City hereby assigns, conveys and transfers to CCSD No. 1 all right, title and interest in and to the Easements to CCSD No. 1, subject to the terms of the Amended and Restated IGA. The Easements are attached hereto as Exhibit A and Exhibit B, respectively, and are hereby incorporated into this agreement.

2. **Assumption.** CCSD No. 1 hereby accepts the assignment of the Easements and assumes all liabilities, obligations and responsibilities of the City in the Easements.

3. **Severability.** In the event any provisions of this Assignment are found to be void, the remaining provisions of the Assignment shall nevertheless be binding with the same effect as though the void parts were deleted.

4. **Waiver.** No waiver of any provision of this Assignment shall be valid unless made in writing and signed by the persons or party against whom charged.

5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors, and permitted assigns. However, nothing in this paragraph shall be construed as modifying, in any way, any restriction on assignment or transfer provided for in the Assignment.

6. **Applicable Law.** The applicable law for the purpose of interpretation of this Assignment, or the enforcement of any rights or obligations hereunder, shall be the laws of the State of Oregon.

**CITY:**

**CCSD No. 1:**

**CITY OF MILWAUKIE**, an Oregon  
municipal corporation

**CLACKAMAS COUNTY SERVICE  
DISTRICT No. 1**, a county service district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Westfork Avenue Sewer Main Cost Allocation

EXHIBIT F

BASIC BID		Rotschy Inc.		
ITEMS	QUANTITY		UNIT PRICE	TOTAL AMOUNT
1 Mobilization (Max 5%)	0.05	LS	\$ 174,500.00	\$ 8,725.00
2 Clearing and Grubbing	0.00	LS	\$ 60,000.00	\$ -
3 Rock Excavation - Trench ( S.P.)	0	CY	\$ 175.00	\$ -
4 Foundation Material (S.P.)	25	CY	\$ 40.00	\$ 1,000.00
5 8" PVC Pipe, Class A Backfill	0	LF	\$ 29.00	\$ -
6 8" PVC Pipe, Class B Backfill, 0-12 feet deep	0	LF	\$ 53.00	\$ -
7 8" PVC Pipe, Class C Backfill, 0-12 feet deep	616	LF	\$ 40.00	\$ 24,640.00
8 8" PVC Pipe, Class C Backfill, Over 12 feet deep	1,240	LF	\$ 90.00	\$ 111,600.00
9 8" PVC Pipe, Class D Backfill	35	LF	\$ 150.00	\$ 5,250.00
10 Horizontal Directional Drilling, Set-up through Restoration - Lat JC5	0	LS	\$ 5,000.00	\$ -
11 Horizontal Directional Drilling, 8" HDPE Installation -Lat JC5	0	LF	\$ 150.00	\$ -
12 Horizontal Directional Drilling, Set-up through Restoration	0	EA	\$ 5,000.00	\$ -
13 Horizontal Directional Drilling, 8" HDPE Installation	0	LF	\$ 130.00	\$ -
14 4" PVC Pipe, Service Lateral Class A or C Backfill	0	LF	\$ 54.00	\$ -
15 6" PVC Pipe, Service Lateral Class A or C Backfill	0	LF	\$ 40.00	\$ -
16 PVC Tees	0	EA	\$ 87.00	\$ -
17 8791 SE 55th Service Lateral	0	LS	\$ 20,000.00	\$ -
18 Impervious Barrier	1	EA	\$ 700.00	\$ 700.00
19 48" Standard Manhole 0-12 feet deep	12	EA	\$ 2,740.00	\$ 32,880.00
20 48" Standard Manhole All Depths with CDF backfill	0	EA	\$ 3,800.00	\$ -
21 60" Standard Manhole All Depths with CDF backfill	0	EA	\$ 5,400.00	\$ -
22 Standard Cleanout - 8"	0	EA	\$ 170.00	\$ -
23 Extra Depth Manhole - 48" Dia	30	LF	\$ 115.00	\$ 3,450.00
24 Connect to Exist MH	0	EA	\$ 575.00	\$ -
25 Connect to Exist Lents Trunk	1	EA	\$ 2,275.00	\$ 2,275.00
26 Erosion Control	0	LS	\$ 12,000.00	\$ -
27 Restoration of Landscaping	0	LS	\$ 30,000.00	\$ -
28 Temp AC Trench- 2" Thick	1,000	SY	\$ 12.00	\$ 12,000.00
29 AC Trench Restoration - (Main Line) 6" Thick	35	LF	\$ 20.00	\$ 700.00
30 AC Trench Restoration - (Main Line) 4" Thick	0	LF	\$ 13.00	\$ -
31 AC Trench Restoration - (Main Line) 2" Thick	1,891	LF	\$ 8.00	\$ 15,128.00
32 AC Trench Restoration - (Outside Main Line) 2" Thick	0	SY	\$ 11.00	\$ -
33 AC Trench Restoration - (Service Lat.) 4" Thick	0	LF	\$ 15.00	\$ -
34 AC Trench Restoration - (Service Lat.) 2" Thick	0	LF	\$ 8.00	\$ -
35 AC Overlay, 2" Thick	4,200	SY	\$ 8.00	\$ 33,600.00
36 AC Overlay, 1-1/2" Thick	0	SY	\$ 7.00	\$ -
37 AC Grind- 2" Thick (S. P.)	0	SY	\$ 5.50	\$ -
38 3/4"- 0" Shoulder Rock	50	Ton	\$ 6.00	\$ 300.00
39 3/4"- 0" Base Rock	0	Ton	\$ 6.00	\$ -
40 Cement Treated Base, 6" Thick	0	SY	\$ 4.25	\$ -
41 Traffic Control	0.05	LS	\$ 40,000.00	\$ 2,000.00
42 Waterline Collar Blocks - (S.P.)	0	EA	\$ 1,500.00	\$ -
43 4-inch thick Concrete sidewalk	0	SY	\$ 100.00	\$ -
44 Differing Site Conditions (S.P.)	0	LS	\$ 50,000.00	\$ -
<b>SUBTOTAL</b>				\$ 254,248.00
<b>CONTINGENCY - MISC. QUANTITIES</b>				\$ 25,000.00
<b>TOTAL ESTIMATED COST</b>				\$ 279,248.00

City of Milwaukee Share (@ 50%) \$ 139,624.00

Work exclusively to serve City of Milwaukee customers

13 laterals	13	EA	\$ 1,773.00	\$ 23,049.00
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Total City of Milwaukee Cost Share \$ 162,673.00