

## **Funding Agreement M10005WE03**

### **Private Property Infiltration and Inflow Reduction Agreement**

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West. Seeboth St., Milwaukee, Wisconsin 53204-1446, and the City of West Allis (Municipality) with its municipal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Term of Agreement**

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) July 31, 2025, or (3) termination of this Agreement as otherwise set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality in an amount not to exceed \$440,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). The total project cost of \$725,000 is offset by Municipality funds, grant funding by others, and property owner cost share. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance

with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

### **3. Program Publicity and Outreach Requirements**

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

### **4. RESERVED**

### **5. Selection of Non-Professional Service Providers by Municipality**

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

### **6. Non-professional Service Contract Terms and Conditions**

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

## **7. Contractor Pay Applications**

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

## **8. Procedure for Reimbursement**

The Municipality shall submit reimbursement requests to the District a minimum of three (3) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. No consultant or municipal staff expenses will be funded through this Agreement.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street.  
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

## **9. Changes in Work and Modifications to the Agreement**

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

## **10. Responsibility for Work**

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

## **11. Post-Construction Verification**

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

## **12. Permits, Certificates and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

## **13. Insurance**

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

## **14. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, [A. breach of agreement by the Municipality. The Municipality

may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

### **15. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

### **16. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

### **17. Applicable Law**

This Agreement is governed by the laws of the State of Wisconsin.

### **18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

### **19. Notices**

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

### **20. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

### **21. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

### **22. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage  
District

City of West Allis

By:

\_\_\_\_\_  
Kevin L. Shafer, P.E., Executive  
Director

By:

\_\_\_\_\_  
Robert Hutter, Interim City Engineer

Date:

Date:

By:

\_\_\_\_\_  
Kali Decker, City Attorney

Date:

Approved as to form:

\_\_\_\_\_  
Attorney for the District

**ATTACHMENT A**  
**Municipality Work Plan**



## 2022 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

### I. CONTACT INFORMATION

|   |                                   |
|---|-----------------------------------|
| <b>Municipality</b>   |                                   |
| Applicant Name: Heath Brozovich                                   | Municipality: City of West Allis  |
| Mailing Address: 7525 West Greenfield Avenue West Allis, WI 53214 |                                   |
| Phone #: (262) 302-8376   | Email: hbrozovich@westalliswi.gov |
| Primary Contact: Same as Applicant.                               | Primary Contact email:            |
| Primary contact phone #:  |                                   |
| <b>Consultant (if applicable)</b>                                 |                                   |
| Firm:   | Consultant's PM's Name:           |
| Consultant Email:   | Consultant Phone number:          |



## II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

- Planning     Investigative     Construction/Rehab     Post Project Evaluation     Training  
 Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?

\$ 440,000.00

3. Provide the scope of work that will be included in this work plan.

This project will rehabilitate the sanitary lateral via pipe bursting, between where the street construction left off at the sidewalk to the inside of the property.

All properties partaking in this program are participating on a volunteer basis.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

Foundation drain disconnect - Contractor  
Sump pump Installation - Contractor  
Storm lateral extension - Contractor  
Sanitary lateral rehabilitation - Contractor  
Inspection - Consultant & Municipal Staff

5. What is the total number of properties in the project area?    176

6. What is the assumed number of participating properties?    52

7. What is your justification for the assumed participation rate?

- Prioritization of properties based on investigative work     Assumed percent of total based on previous projects     Existing ROE agreements  
 Other (Fill in Blank): 30% total participation

### III. PROJECT AREA CHARACTERISTICS

|   |   |  |               |                |   |    |  |
|---|---|--|---------------|----------------|---|----|--|
| 1. What is the predominant age of the homes in the project area?  | <input checked="" type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input type="checkbox"/> 1961-1980 <input type="checkbox"/> 1981-Present  |  |               |                |   |    |  |
| 2. What is the average lot size within the project area?  | 5,650.00 <input checked="" type="checkbox"/> SF <input type="checkbox"/> Acres  |  |               |                |   |    |  |
| 3. In this area, is it typical that foundation drains are connected?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |               |                |   |    |  |
| 4. What sewershed(s) or metershed(s) is this project located in?<br>WE1021, WE3008, WE3013, WE3014, WE3028, WE4023, WE6024  |   |  |               |                |   |    |  |
| 5. Collection system characteristics in project areas:  |   |  |               |                |   |    |  |
| Approximate year sanitary sewer was installed:<br><br><div style="text-align: center;">2022</div>   | <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Host Pipe Material(s):</td> <td style="width: 30%;">Pipe Size(s):</td> <td style="width: 40%;">Pipe Shape(s):</td> </tr> <tr> <td> <input type="checkbox"/> VCP                      <input type="checkbox"/> Ductile Iron<br/> <input type="checkbox"/> Cast-Iron                <input type="checkbox"/> Concrete<br/> <input type="checkbox"/> Asbestos                 <input checked="" type="checkbox"/> PVC         </td> <td style="text-align: center; vertical-align: middle;">8"</td> <td> <input checked="" type="checkbox"/> Circular<br/> <input type="checkbox"/> Other         </td> </tr> </table> | Host Pipe Material(s):   | Pipe Size(s): | Pipe Shape(s): | <input type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron<br><input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete<br><input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC | 8" | <input checked="" type="checkbox"/> Circular<br><input type="checkbox"/> Other |
| Host Pipe Material(s):  | Pipe Size(s):   | Pipe Shape(s):   |               |                |   |    |  |
| <input type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron<br><input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete<br><input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC   | 8"  | <input checked="" type="checkbox"/> Circular<br><input type="checkbox"/> Other |               |                |   |    |  |
| 6. Within the project area, is the mainline rehabilitated? <span style="float: right;"><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</span>  |   |  |               |                |   |    |  |
| <p>If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.</p> <p>In 2022, all sanitary sewers within the project areas were relayed using new PVC pipe. This work also included relaying a portion of the active sanitary laterals with new PVC pipe up to the sidewalk, where the proposed PPI/I work will begin.</p> |   |  |               |                |   |    |  |

7. Will public infrastructure work be contracted or completed with the private property work?

Yes  No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- A north arrow, legend, and scale shall be included.
- Maps shall be at a 3:4 aspect ratio
- Maps shall be submitted as PDF electronic files.

#### IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.)  Yes  No

If "Yes," was the work completed through a previous PPII funding agreement?  Yes  No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

2. Describe how the project area and approach was chosen and prioritized.

After the street reconstruction work on The City of West Allis' 2022 Capital Improvement Program we are looking to continue offering private property work (water service replacements, sanitary lateral rehabilitation, and sump pump installations) as we have done previously in Agreements M10003WE07, M10005WE01 and M10005WE02.

The City has decided to offer private property work using MMSD funding to these properties due to continued funding for lead water service replacement from the DNR, and will be offering the replacement of lead water services at these properties. The City of West Allis believes that this will be a good opportunity to continue to tackle sanitary lateral rehabilitation and sump pump installation while a plumber is on-site replacing water services.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant       Compliant       Inconclusive       Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

WE1021 - Sanitary laterals rehabilitated and/or sump pumps installed at 20 properties as part of MMSD Agreement WE07, 2 properties as part of Agreement WE08, 17 properties as part of Agreement M10005WE01 and are planned at 10 properties as part of Agreement M10005WE02

WE4023 - Sanitary laterals rehabilitated and/or sump pumps installed at 2 properties as part of MMSD Agreement WE08 and 1 property as part of Agreement M10005WE01

|   |  |
|---|--|
| <p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area?<br/>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>   | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                   |
| <p>5. Does the project area have a history of CSOs or SSOs?<br/>If "Yes," provide the frequency of occurrences over the last ten years.</p>   | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                   |
| <p>6. Does the municipality have recurring basement backup reports in the project area?<br/>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                   |
| <p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?</p>   | <p><input type="checkbox"/> Yes – go to item 8<br/><input checked="" type="checkbox"/> No – go to item 9</p> |
| <p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p>  |  |

9. Do you plan on collecting pre-project baseline data as part of this project?

Yes – go to item 10

No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

Pre-project data will be collected through the use of MMSD portable meters located at strategic locations around The City. This data will provide baseline flow measurements which can be used after rehabilitation and/or sump pumps have been installed to quantify the overall I/I that has been reduced through MMSD's and The City's efforts. As part of upcoming Agreement M10005WE03, The City requests two meters be provided and installed.

One meter, located at the intersection of S 57th Street and W Rogers Street, will provide flow measurement for approximately 30 properties over the course of two years, between the installation date and 2024. All properties have had the portion of their sanitary lateral located within the street relayed during the previous years' street reconstruction.

One meter, located at the intersection of S 77th Street and W Rogers Street, will provide flow measurement for approximately 32 properties over the course of two years, between the installation date and 2024. All properties have had the portion of their sanitary lateral located within the street relayed during the previous years' street reconstruction.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Project performance will be reported to MMSD through the utilization of their portable meters as described in the above section. The removal of foundation drains and the rehabilitation of sanitary laterals has been shown to be an effective means for lowering sanitary flows. The City of West Allis is expecting that measurable changes will occur in MMSD meters as more foundation drain removal projects are completed.

## V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

While the City of West Allis has a number of sewersheds that are non-compliant with the District's Wet Weather regulations, we're striving to meet MMSD compliance and are looking to prepare more of our aging infrastructure for increased wet weather events. Many of these properties are still utilizing infrastructure that was originally installed in the 1940's or before, and aren't designed for the weather experienced today.

Quantitatively, these objectives can be analyzed by pre and post-project peak hourly flows, the number of sewage backup reports in the project areas, and the amount of properties with connected sump pump and storm laterals.

Qualitatively, The City can gauge this project's impact by reviewing the average age of current infrastructure, the increased resiliency of our storm and sanitary system to large precipitation events, and an increase in citizen knowledge about the reasoning and urgency behind the program.

## VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

## VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project  Yes  No cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

Property Owner Cost Share - Property Owner contributes \$719\* to extend the storm lateral from the curb to the property line & \$1,600 to replace their properties lead water service line with copper. (\*will become 2023 assessment rate).

Wisconsin DNR - The Department contributes the remaining funds needed to replace the water service.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

There likely will be 2-3 reimbursement requests. One mid project, one at the end of the project but prior to final close out, and one after project close out with final deliverables.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Name: Heath Brozovich  
Department: Engineering  
Email: hbrozovich@westalliswi.gov  
Phone: (414) 416-6131



5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?  Yes  No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

Professional components of the work were procured through an RFP in 2019. RaSmith was awarded the contract and will complete the on-site inspections for the 2023 contract.

Non-professional components of the work will be procured through public bid.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

Each bid item on this project has an assigned account/number to it, allowing the separation of allocated funds.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Robert Hutter

Position Title: Interim City Engineer

Name: Kail Decker

Position Title: City Attorney

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

## VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

Public outreach is completed by the Engineering Department and consists of a variety of mailings that are sent out during the initial scope refinement process.

All property owners within the project areas are sent a letter explaining the benefits of sanitary lateral rehabilitation, storm lateral connections, and lead water service replacements and are given the opportunity to sign up for any or all PPI/I work offered to them. Residents who have questions about these offers are directed to someone within the Engineering Department who has experience executing this work.

During construction, in addition to City staff, the consultant/on-site inspector will be answering questions that the property owner may have and handling additional private property work sign ups.

**ESTIMATE OF QUANTITIES**

PROJECT NO.: 2023-X  
 RESOLUTION DATE: N/A  
 ADVERTISEMENT DATES: 3/17/2023 & 3/31/2023  
 BID DATE: 4/12/2023  
 ENGINEER'S ESTIMATED COST: \$725,000.00

| S. 57th Street: W. Burnham St. to W. Mobile St. - 49 Properties<br>S. 66th Street: W. Lapham St. to W. Mitchell St. - 7 Properties<br>S. 77th Street: W. Hicks St. to W. Becher St. - 53 Properties<br>S. Lincoln Avenue: S. 91st St. to S. 93rd St. - 10 Properties<br>W. Madison Street: S. 58th St. to S. 60th St. - 12 Properties<br>W. Mitchell Street: S. 93rd St. to S. 96th St. - 41 Properties<br>W. Washington Street: S. 84th St. to S. 86th St. - 4 Properties<br>176 Total: 30% of Total Properties = 53 | Water Service Replacements<br>Sanitary Lateral Rehabilitations |           |                |            |                     |
|---|--|-----------|----------------|------------|---------------------|
| 52 Estimated Number of Properties Covered w/ Remaining Funds  |  |           |                |            |                     |
| BID ITEM  | ESTIMATE   | ACCOUNT # | TOTAL UNITS    | PRICE      | AMOUNT              |
| 1" Copper Private Water Service (52)  | 1,820  | DNR006    | 1,820 lin. ft. | \$128.00   | \$232,960.00        |
| Reconnection to Interior Water Distribution Piping  | 52   | DNR006    | 52 units       | \$2,142.00 | \$111,384.00        |
| Additional Interior Plumbing  | 416  | DNR006    | 416 lin. ft.   | \$4.00     | \$1,664.00          |
| 6" Dia. Sanitary Lateral Pipe Bursting (52)   | 1,820  | MMSD11    | 1,820 lin. ft. | \$175.00   | \$318,500.00        |
| Reconnection to Interior Sanitary Piping  | 52   | MMSD11    | 52 units       | \$816.00   | \$42,432.00         |
| Warranty Video Inspection of Sanitary Sewer Lateral   | 370  | MMSD11    | 370 lin. ft.   | \$6.00     | \$2,220.00          |
| 5" Concrete Sidewalk and Driveway-DNR   | 1,300  | DNR006    | 1,300 sq. ft.  | \$6.00     | \$7,800.00          |
| 5" Concrete Sidewalk and Driveway-MMSD  | 1,300  | MMSD11    | 1,300 sq. ft.  | \$6.00     | \$7,800.00          |
| <b>TOTAL COST</b>   |  |           |                |            | <b>\$724,760.00</b> |
| <b>ENGINEER'S ESTIMATED COST</b>  |  |           |                |            | <b>\$725,000.00</b> |

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Construction Estimated Costs</b> | Sub-Total           |
| MMSD11                              | \$370,952.00        |
| DNR006                              | \$353,808.00        |
| <b>Total</b>                        | <b>\$724,760.00</b> |

|                                   |               |             |
|-----------------------------------|---------------|-------------|
| <b>Inspection Estimated Costs</b> | Cost/Property | Sub-Total   |
| MMSD11                            | \$1,250.00    | \$65,000.00 |
| DNR006                            | \$750.00      | \$39,000.00 |

|                   |              |                |   |
|-------------------|--------------|----------------|---|
| <b>Total Cost</b> | <b>Total</b> | <b>Rounded</b> | <b>REQUESTED VALUE OF FUNDING AGREEMENT</b> |
| MMSD11            | \$435,952.00 | \$440,000.00   |   |
| DNR006            | \$392,808.00 | \$400,000.00   |   |

Notes:  
Will Combine Sidewalk into 1 pay item for bidding







W BURNHAM ST

S 57TH ST

S 56TH ST

1913

1021135

1918

1920

1922

1926

1930

1934

1940

1942

1946

1021134

1952

1958

1919

1925

1927

1933

1937

1945

1947

1951

1955

1957

1959

1961

1623  
8" - 255.8'

1624  
8" - 239.2'

**LEGEND:**  
 SANITARY SEWER ————  
 STORM MAIN ————  
 PROJECT BOUNDARY - - - - -

0      50      100 Feet

N

W ROGERS ST

1021133

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 S. 57TH ST. - BURNHAM TO ROGERS





1021158 (WILL BE REMOVED WITH 2022 CITY CONTRACT)

W ROGERS ST

S 57TH ST

S 56TH ST

W MOBILE ST

LEGEND:  
 SANITARY SEWER ———  
 STORM MAIN ———  
 PROJECT BOUNDARY - - - -

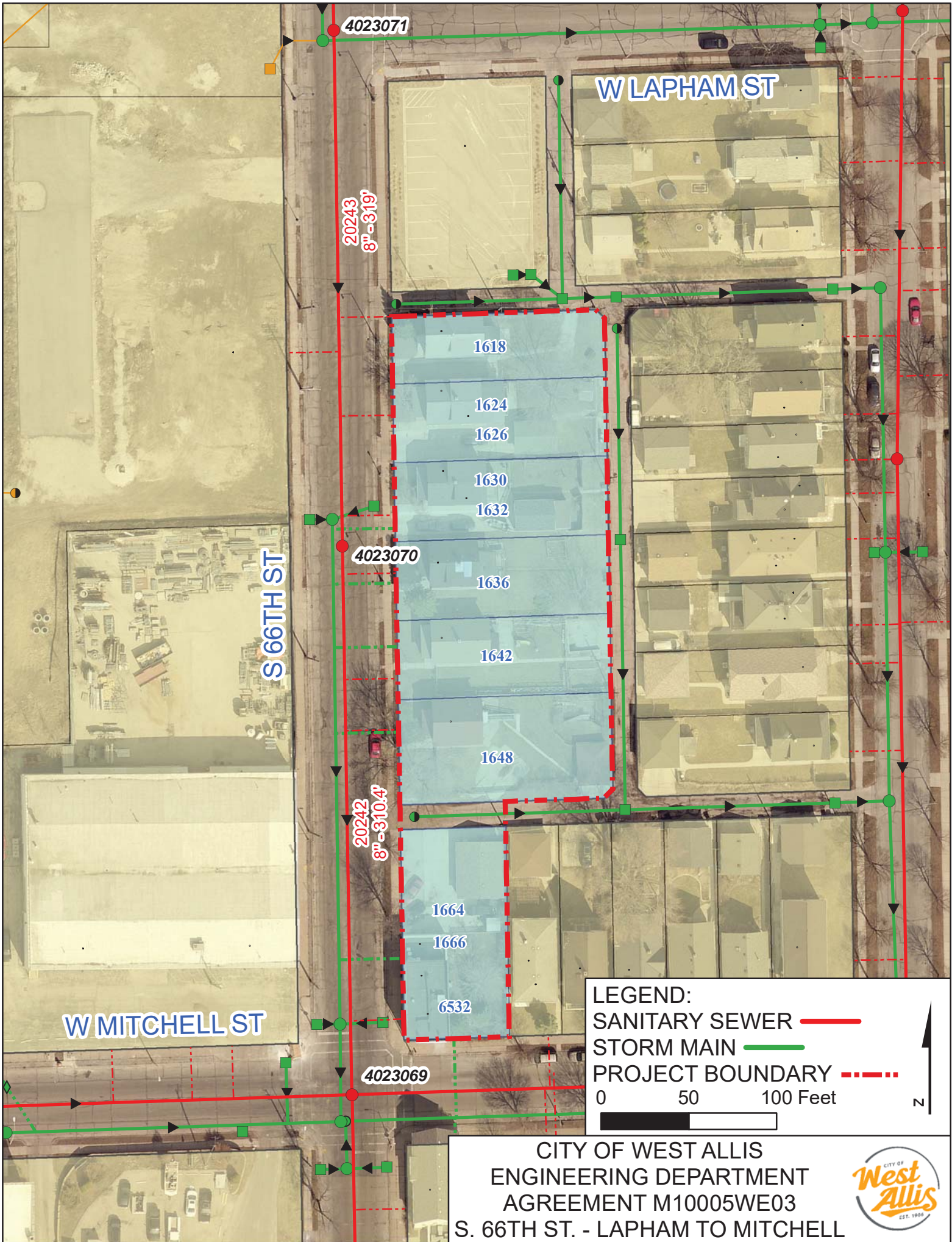
0 75 150 Feet



CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 S. 57TH ST. - ROGERS TO MOBILE



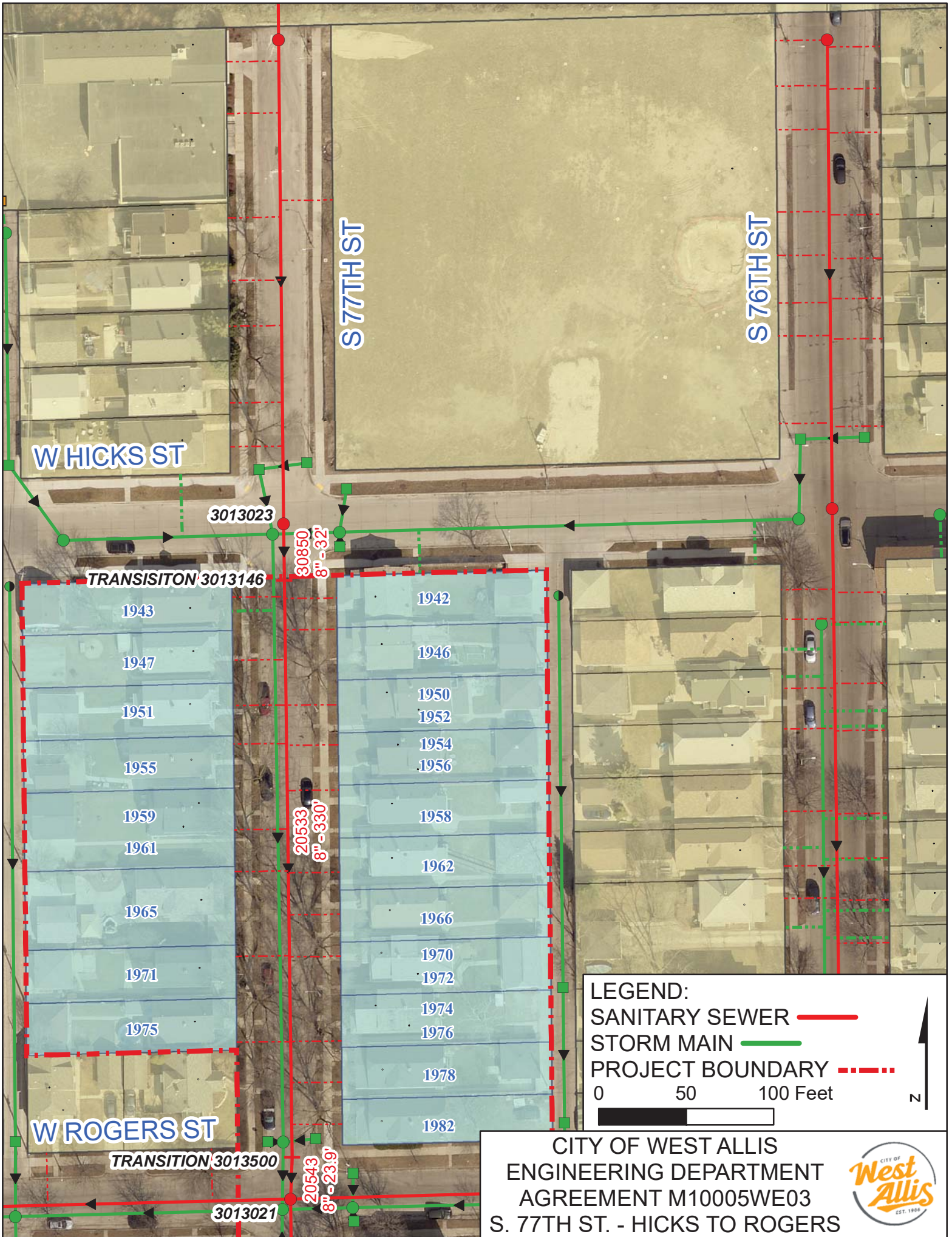





CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 S. 66TH ST. - LAPHAM TO MITCHELL







CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 S. 77TH ST. - HICKS TO ROGERS








**LEGEND:**  
 SANITARY SEWER ———  
 STORM MAIN ———  
 PROJECT BOUNDARY - - - - -

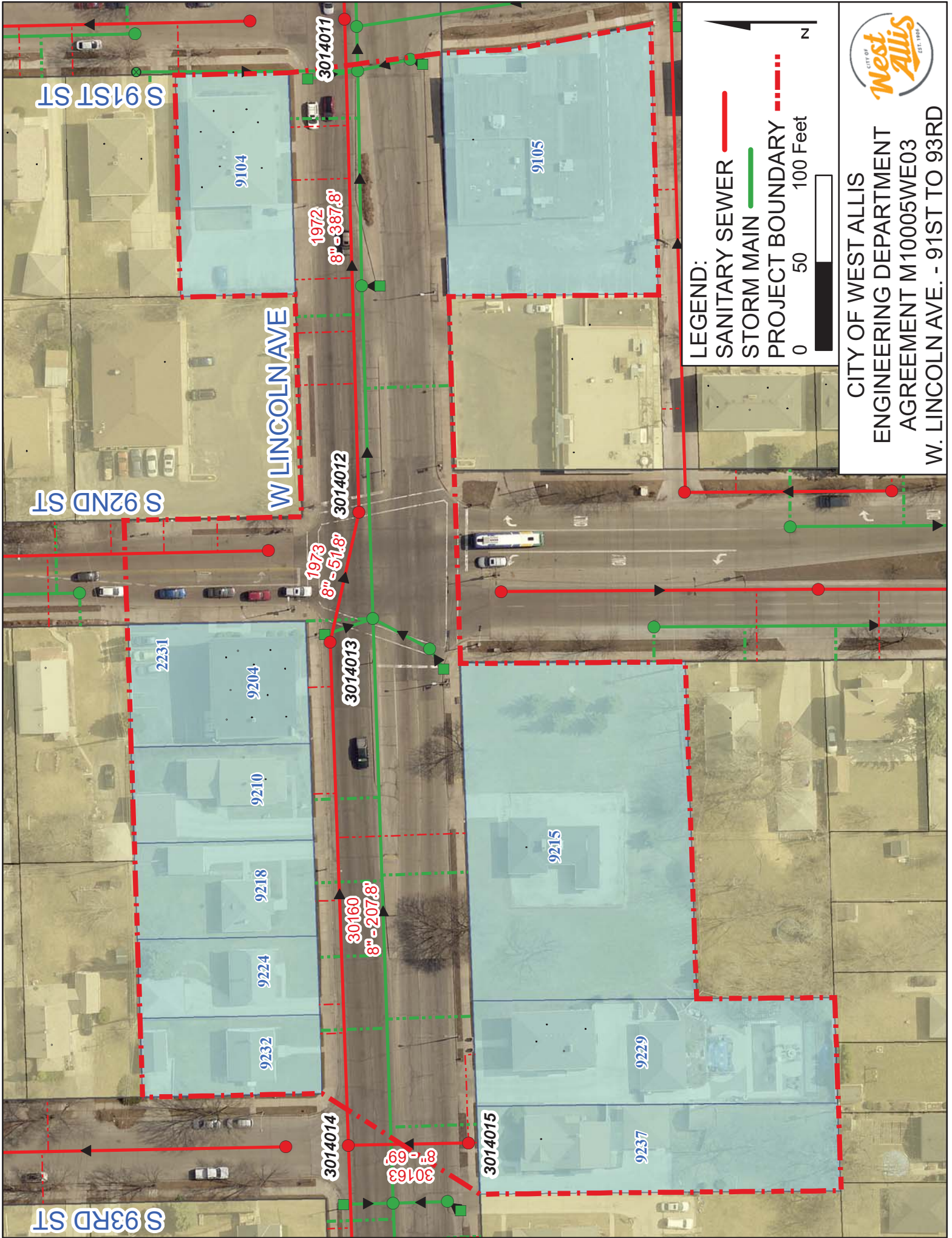
0      50      100 Feet

N

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 S. 77TH ST. - ROGERS TO BECHER







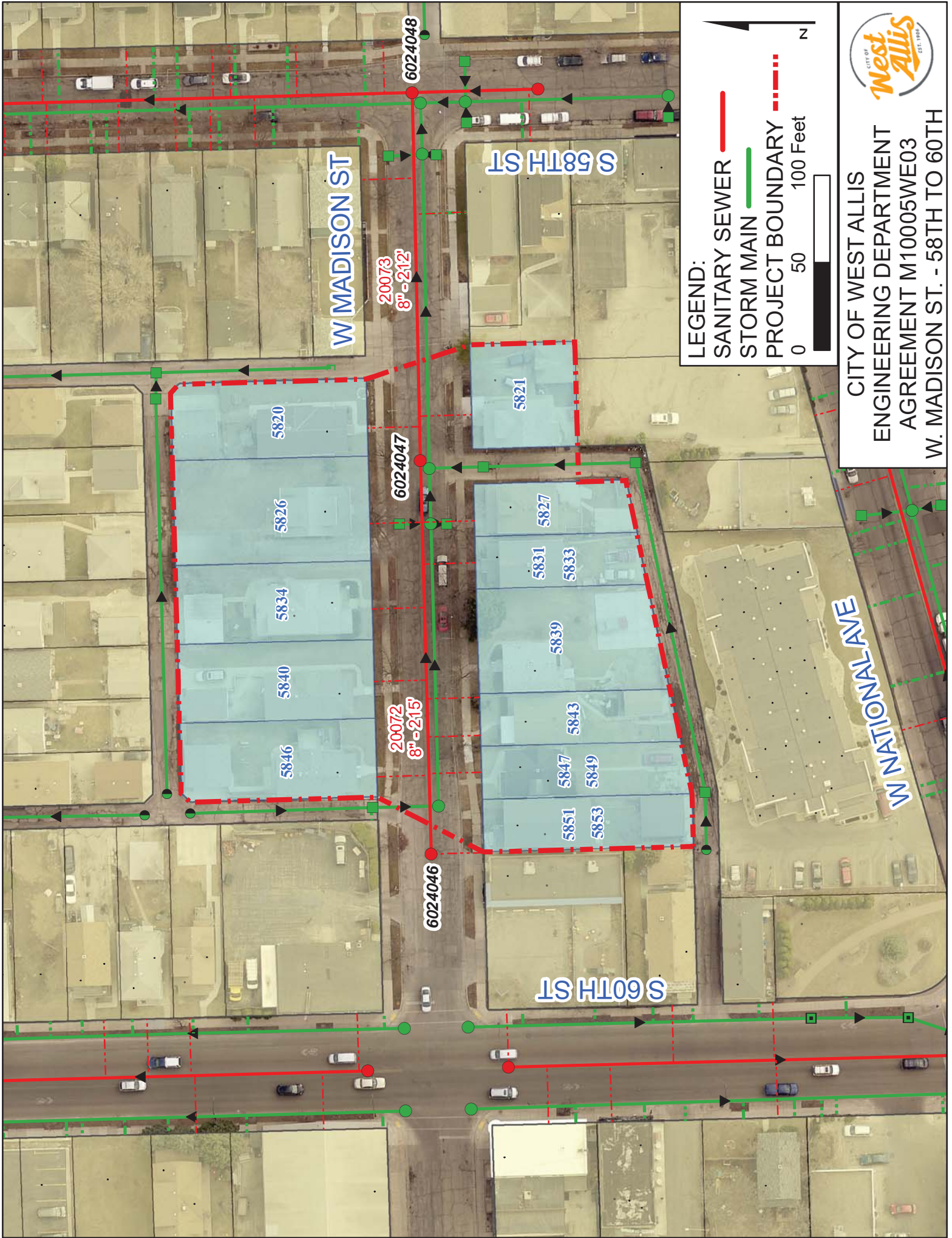
**LEGEND:**

- SANITARY SEWER ———
- STORM MAIN ———
- PROJECT BOUNDARY - - - -



CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 W. LINCOLN AVE. - 91ST TO 93RD





**LEGEND:**

SANITARY SEWER ———

STORM MAIN ———

PROJECT BOUNDARY - - - -

0 50 100 Feet



CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 W. MADISON ST. - 58TH TO 60TH

W MADISON ST

S 58TH ST

S 60TH ST

W NATIONAL AVE

6024048

20073  
8"-212'

6024047

20072  
8"-215'

6024046

5820

5826

5834

5840

5846

5821

5827

5831

5833

5839

5843

5847

5849

5851

5853









CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 W. MITCHELL ST. - 94TH PL TO 96TH

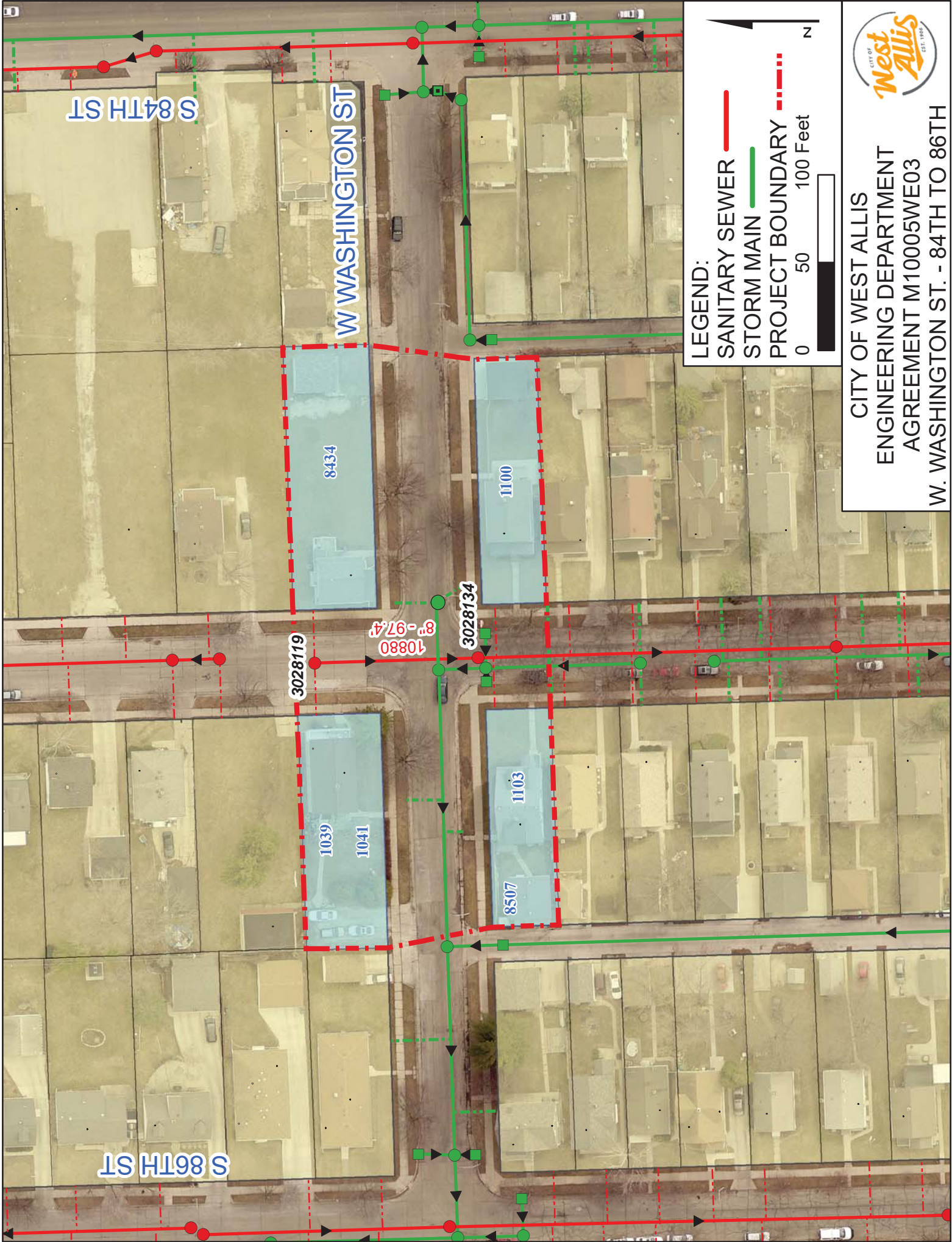
**LEGEND:**

- SANITARY SEWER —
- STORM MAIN —
- PROJECT BOUNDARY - - -

0 50 100 Feet

N





S 84TH ST

W WASHINGTON ST

S 86TH ST

8434

1100

1039

1041

1103

8507

3028119

10880  
8" - 97.4'

3028134

LEGEND:

SANITARY SEWER

STORM MAIN

PROJECT BOUNDARY

0 50 100 Feet

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 W. WASHINGTON ST. - 84TH TO 86TH





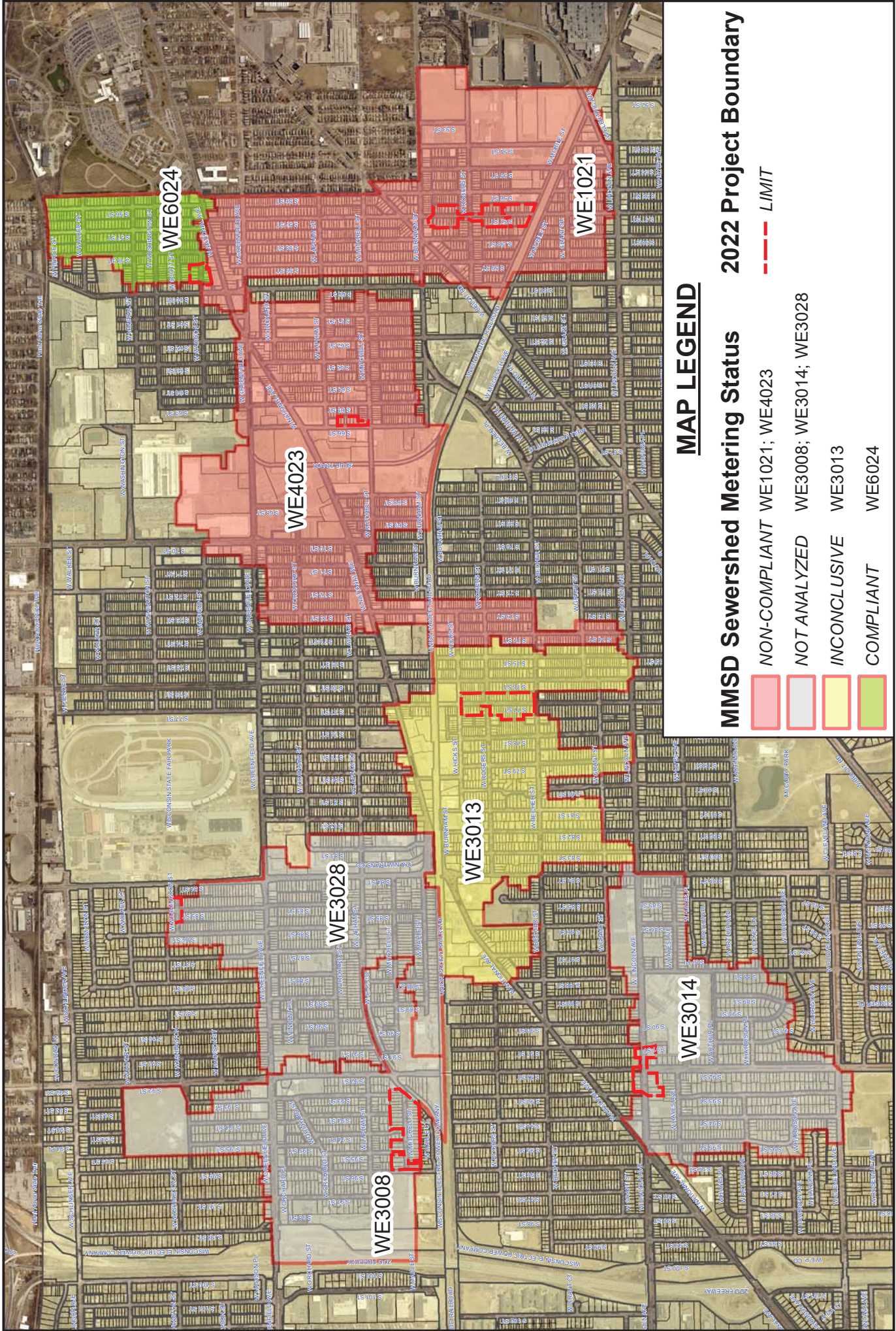


**CITY OF WEST ALLIS  
ENGINEERING DEPARTMENT  
AGREEMENT M10005WE03  
OVERVIEW MAP**

Miles

0 0.25 0.5 1

N



**MAP LEGEND**

**MMSD Sewershed Metering Status 2022 Project Boundary**

- NON-COMPLIANT WE1021; WE4023
- NOT ANALYZED WE3008; WE3014; WE3028
- INCONCLUSIVE WE3013
- COMPLIANT WE6024
- LIMIT





**LEGEND:**  
 SEWERSHED BOUNDARY ————  
 PROJECT BOUNDARY - - - - -

0 250 500 1,000 Feet

N

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 SANITARY SEWERSHED WE1021





S 98TH ST

S 92ND ST

S 88TH ST

W GREENFIELD AVE

WE3008

W ORCHARD ST

W MITCHELL ST

LEGEND:  
 SEWERSHED BOUNDARY ————  
 PROJECT BOUNDARY - - - - -

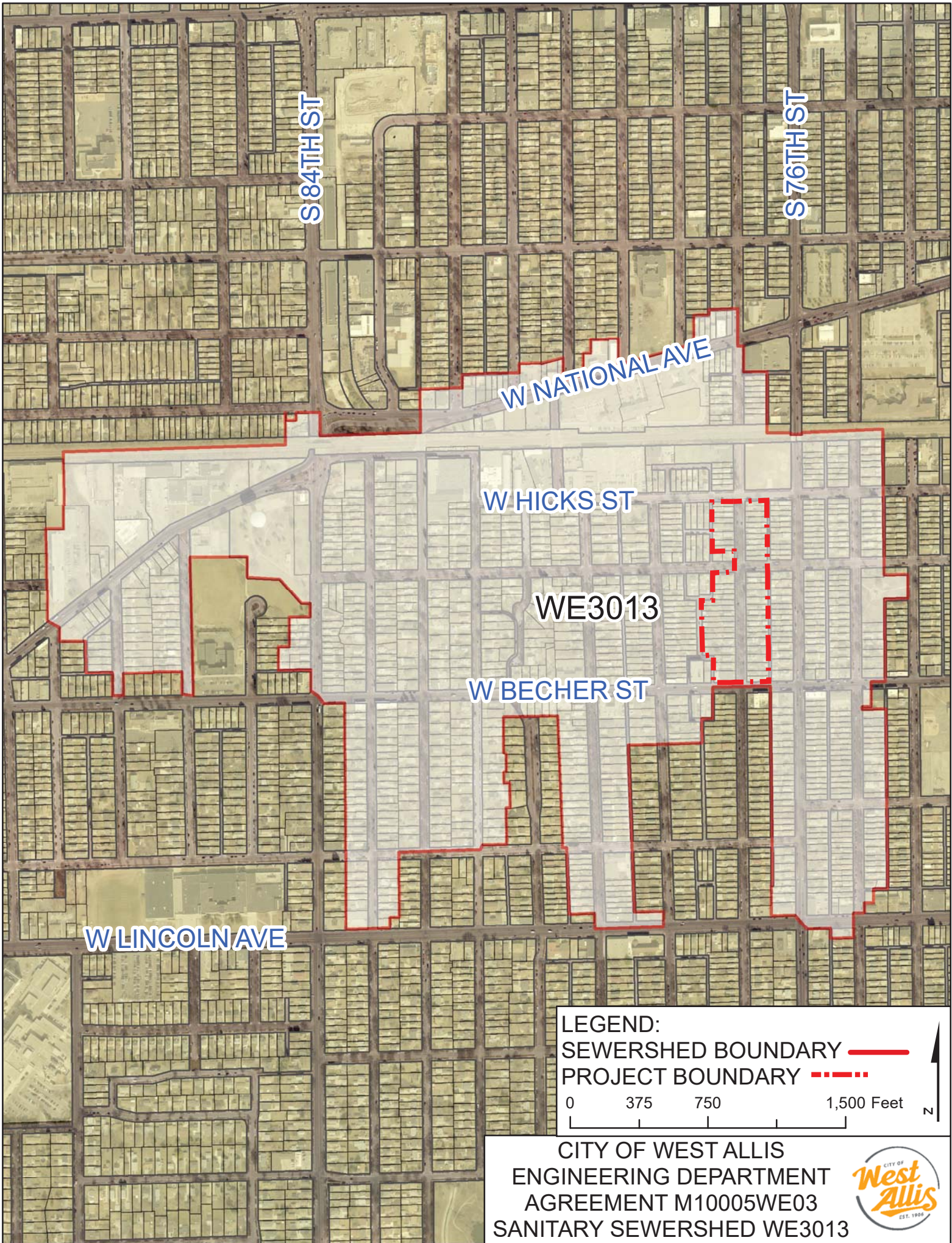
0 250 500 1,000 Feet



CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 SANITARY SEWERSHED WE3008







S 84TH ST

S 76TH ST

W NATIONAL AVE

W HICKS ST

WE3013

W BECHER ST

W LINCOLN AVE

LEGEND:  
SEWERSHED BOUNDARY ———  
PROJECT BOUNDARY - - - - -

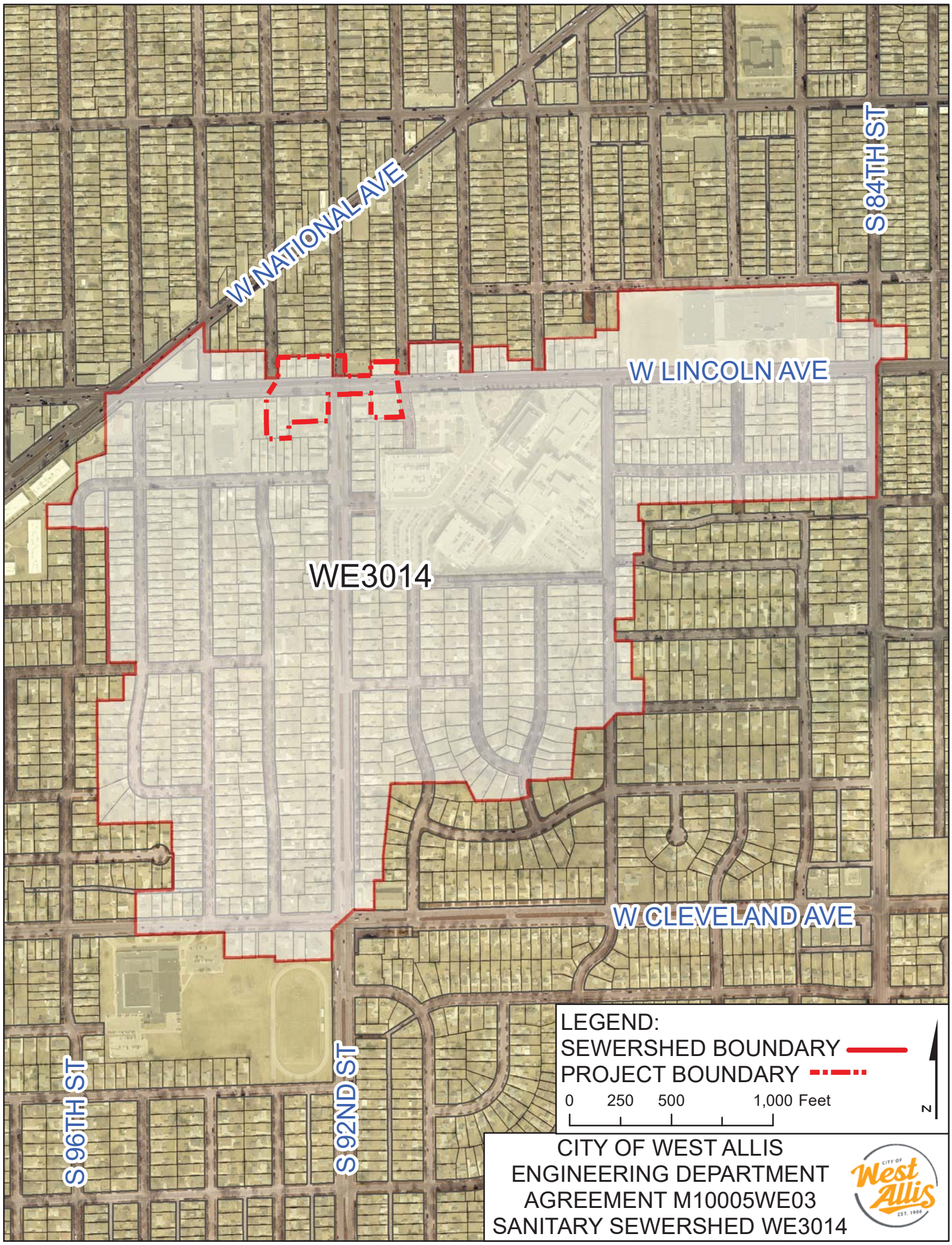
0 375 750 1,500 Feet



CITY OF WEST ALLIS  
ENGINEERING DEPARTMENT  
AGREEMENT M10005WE03  
SANITARY SEWERSHED WE3013







W NATIONAL AVE

S 84TH ST

W LINCOLN AVE

WE3014

W CLEVELAND AVE

S 96TH ST


S 92ND ST

**LEGEND:**  
 SEWERSHED BOUNDARY ————  
 PROJECT BOUNDARY - - - - -

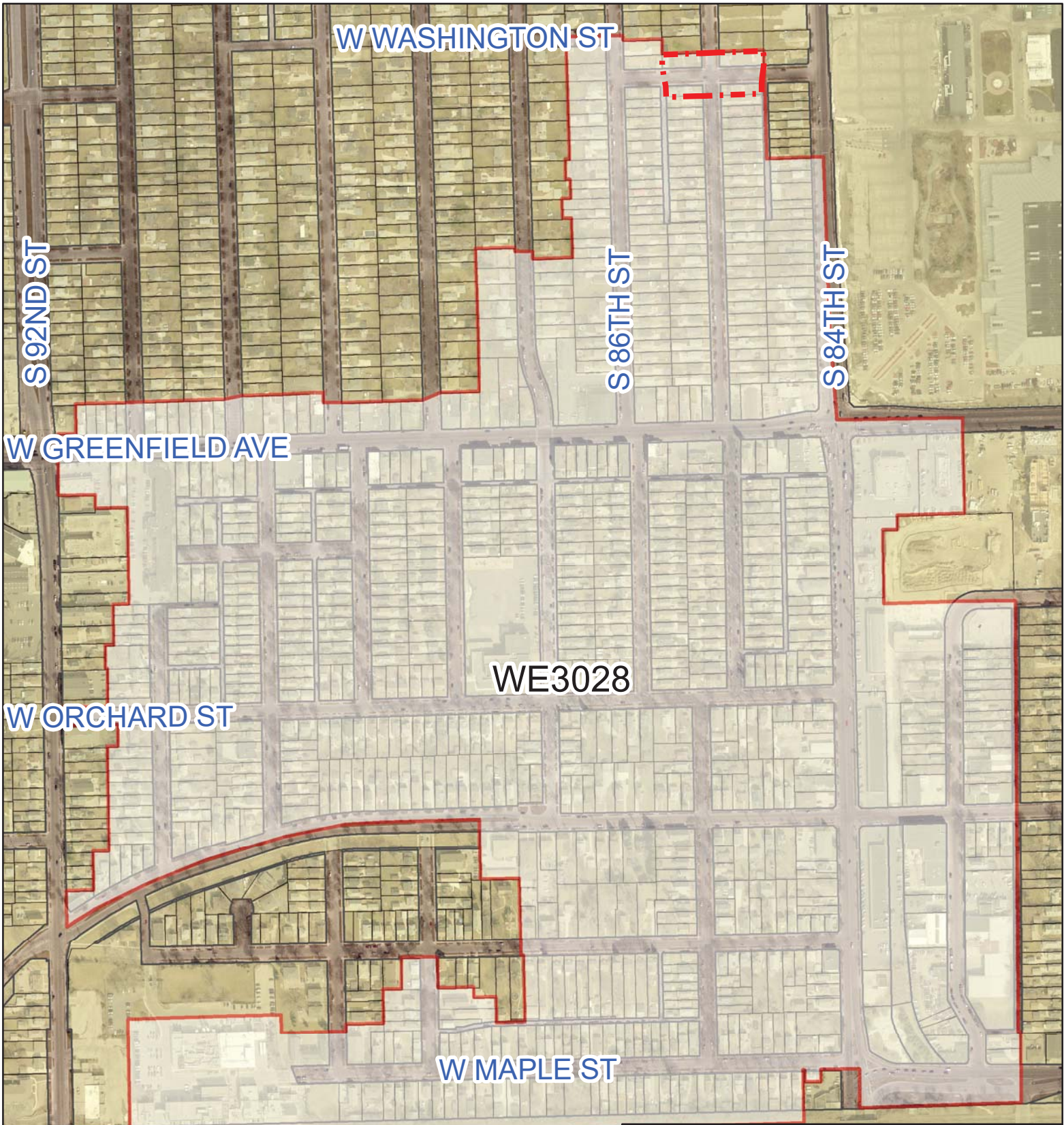
0 250 500 1,000 Feet

N

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 SANITARY SEWERSHED WE3014







**LEGEND:**  
SEWERSHED BOUNDARY ————  
PROJECT BOUNDARY - - - - -

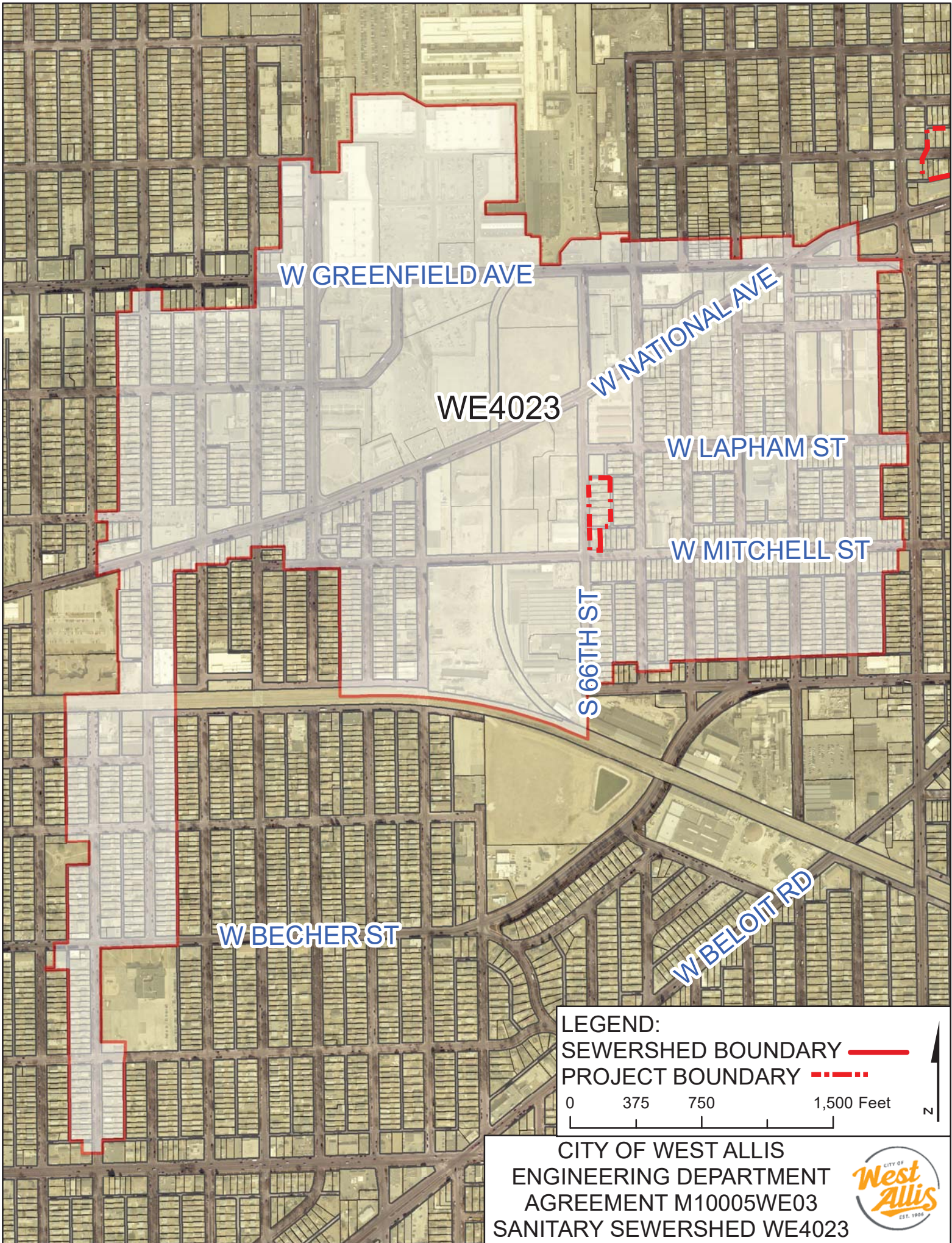
0      250      500      1,000 Feet

N

CITY OF WEST ALLIS  
ENGINEERING DEPARTMENT  
AGREEMENT M10005WE03  
SANITARY SEWERSHED WE3028







W GREENFIELD AVE

W NATIONAL AVE

WE4023



W LAPHAM ST

W MITCHELL ST


S 66TH ST

W BECHER ST

W BELOIT RD

LEGEND:  
 SEWERSHED BOUNDARY   
 PROJECT BOUNDARY 

0 375 750 1,500 Feet



CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 SANITARY SEWERSHED WE4023







S 60TH ST

S 58TH ST

S 56TH ST

W WALKER ST

W MINERAL ST

WE6024

W MADISON ST

W NATIONAL AVE

LEGEND:  
 SEWERSHED BOUNDARY ————  
 PROJECT BOUNDARY - - - - -

0 125 250 500 Feet

N

CITY OF WEST ALLIS  
 ENGINEERING DEPARTMENT  
 AGREEMENT M10005WE03  
 SANITARY SEWERSHED WE6024

**ATTACHMENT B**  
**Agreement Deliverables**

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All



**ATTACHMENT B**  
**Agreement Deliverables**

QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits of the lateral replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the property owner. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.
22. Provide all post-construction CCTV inspection videos to the District via t4 Vault with associated metadata.



## ATTACHMENT C Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District within fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.