

Funding Agreement M10005WE05

Private Property Infiltration and Inflow Reduction Program Agreement

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

WHEREAS, Wisconsin law, through Wis. Stats. § 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 wastewater 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 as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“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 the date of last signature below and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) November 27th, 2026, 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 \$146,000.00 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). 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 additional 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 week notice of any public meetings regarding this Agreement and/or the Work 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 days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers (for example: engineering and architectural services) to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies. Any professional service providers selected to perform Work funded by this Agreement that subcontract for any non-professional services to support such Work (for example: CCTV sewer inspections procured by an engineering firm) shall ensure that such non-professional services are procured in accordance with the requirements of Section 5 of this Agreement.

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 (for example: construction, sewer inspection, post-construction restoration) 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; and

- 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

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor and reviewed by Municipality to the District through the District Municipal Portal prior to paying the Contractor request for payment.

8. Procedure for Reimbursement

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

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and
- c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of construction contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.

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 30% 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 Trimble Unity Construct ("TUC") (formerly eBuilder). The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Becky Specht, P.E.
Urban Water Program 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. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

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 TUC change order process.

This Agreement may be modified only in writing signed by both parties or through the TUC change order 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 participating property owners, for a period of 10 years following substantial completion of the Work. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, steps taken to resolve the issue.

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

The Municipality shall require that the contractor it secures to complete the Work under this Agreement obtain a warranty bond in the amount of the 25% of the value of the contract the Municipality executes with said contractor and for the bond to run for three years after completion of the Work to protect against any problems or issues that may arise as to the completed Work. Such warranty bonds shall be in substantially similar form to the example form

attached hereto as Attachment E and shall provide for the ability of the District, in addition to the Municipality, to request from the warranty bond surety fulfillment of the warranty obligation in the event the Contractor fails to do so. The Municipality shall ensure to include in the bid documents for the Work the aforementioned example form or a form in substantially similar format.

All warranty repair costs incurred by the District due to Municipality's failure to enforce the warranty bond requirements in its construction contract(s) shall either be: (1) invoiced to Municipality; or (2) covered by the warranty bond the Municipality shall secure from its contractor. The terms of this Section 11 shall survive the 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 applicable 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 this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this 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 full force and effect.

17. Applicable Law

This Agreement shall be 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 attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to and heard by the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

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

23. Indemnification

The Municipality will indemnify the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, connected with the Municipality's planning, design, construction, operation, and/or maintenance of the Work (collectively "Claims") to the extent caused by the negligent acts or omissions of Municipality, including its officers, directors, and employees acting within the scope of their employment within the meaning of Wis. Stat. § 895.46.

Nothing contained within this section is intended to be a waiver or estoppel of the Municipality to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stat. §§ 893.80, 895.46, and 345.05. For purposes of clarity, in no event shall Municipality be liable in indemnity or contribution for any Claims in an amount greater than the limits of liability for municipal claims established by Wisconsin law or for the negligence or intentional acts of the District, its commissioners, employees, and/or agents.

Milwaukee Metropolitan Sewerage
District

City of West Allis

By: _____

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

By: _____

Melinda Dejewski, City Engineer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Kail Decker, City Attorney

ATTACHMENT A
Municipality Work Plan



2025 PPII Work Plan

This form serves as a work plan 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. A Work Plan can be submitted at any time throughout the year. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via [MMSD's Municipal Portal](#).

I. CONTACT INFORMATION

Municipality	
Applicant Name: Alexander Weislak	Municipality: City of West Allis
Mailing Address: 7525 W. Greenfield Avenue, West Allis, WI 53214	
Phone #: (414) 302-8379	Email: AWeislak@WestAllisWI.gov
Primary Contact: Same as Applicant.	Primary Contact email:
Primary contact phone #:	
Consultant (if applicable)	
Firm:	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:
Funding Agreement Signatories Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (e.g., mayor, administrator, clerk, attorney etc.)	
Name: Melinda Dejewski	Position Title: City Engineer
Name: Kail Decker	Position Title: City Attorney
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

II. PROPOSED SCOPE OF WORK

1. What type of work is included in this work plan application? Check all applicable. <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Investigative <input checked="" type="checkbox"/> Construction/Rehab <input type="checkbox"/> Post Project Evaluation <input type="checkbox"/> Training <input type="checkbox"/> Design <input type="checkbox"/> 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? \$ 146,000.00
3. What is the total number of properties in the project area? 88
4. What is the assumed number of participating properties? 17
5. What is your justification for the assumed participation rate? <input type="checkbox"/> Prioritization of properties based on investigative work <input checked="" type="checkbox"/> Assumed percent of total based on previous projects <input type="checkbox"/> Existing ROE agreements <input type="checkbox"/> Other (Fill in Blank):
6. Provide the scope of work that is included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1. Flow Monitoring - Installation of portable MMSD flow meters will be utilized to gather baseline conveyance information for the project areas. Flow meters will be installed in the Fall of 2025 to gather wet weather information over the winter and spring months. Flow meters will be monitored after the project has been completed in an effort to quantify the I/I reduction that the program provided. Sanitary Lateral Rehabilitation - Existing clay sanitary laterals will be pipe bursted to replace the remaining old infrastructure with new HDPE fused pipe. The portion of the sanitary lateral under the roadway and up to the middle of the sidewalk has been replaced with a previous CIP project. The pipe bursting will finish off the private lateral replacement, removing the I/I typically seen with old clay tile laterals. A new cleanout will be installed within 5' of the interior foundation wall, and the existing interior plumbing will be reconnected to the new HDPE portion of the lateral. If found, existing palmer valves will be abandoned and foundation drains will be routed to a new sump pump crock. Storm Lateral / Sump Pump Installation - Storm lateral stubs have been installed to just passed the curb on previous CIP projects for all homes within the project area. The work under this category consists of the extension of the stubbed lateral to the home by open cutting the ROW and lawn. If the property owner agrees, sump pumps will be installed in homes that do not currently have one installed. Along with a sump pump, runtime monitors will also be installed to help MMSD track usage data.

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

Municipality Staff - Contract/FAA administration, Public Education

Consultant - Daily field inspection services

Contractor - Pipe Bursting Sanitary Laterals, Open-cutting storm lateral extensions, Sump pump installations

District - Installation of flow meters prior to project start

8. In order to ensure there are no conflicts between the municipal procurement and MMSD procurement processes, provide a breakdown for how each part of the contract is procured of all professional and non-professional (e.g., field work and construction) components of work.

Professional components of the work will be completed through a consultant. The City has an existing service agreement in place with raSmith, and it's expected that the agreement will be extended to cover the 2026 PPII program.

Non-professional components of the work will be procured through the standard public bidding process.

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?		6620	<input checked="" type="checkbox"/> SF <input type="checkbox"/> Acres
3. In this project area, is it typical that foundation drains are connected to the sanitary sewer?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. List the sewershed(s) or metershed(s) this project is located in: WE3013, WE3015, WE3016, WE4023			
5. Approximate year sanitary sewer collection system was installed:		1980-2025	
6. Collection system characteristics in project areas:			
Host Pipe Material(s): Mainlines <input type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	Mainline Pipe Size(s): 8", 10"	Host Pipe Material(s): Laterals <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input checked="" type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	Lateral Pipe Size(s): 6" in ROW, 4" within property limits
7. Within the project area, is the mainline rehabilitated?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide details on: <ul style="list-style-type: none">the year(s) the work was completedthe type and location of rehabilitation usedif any rehabilitation of the sanitary sewer laterals within the ROW was completed.			
Mainline sewers within the project limits have all been replaced with PVC through open-cut methods.			
S. 83rd Street - PVC mains from 1990, 2008, and 2015 S. 90th Street - PVC mains from 2025 W. Orchard Street - PVC mains from 1980 and 2025 W. Stuth Avenue - PVC mains from 2025			
All project areas have had the sanitary laterals replaced between the mainline sewer and approximately the sidewalk with new SDR 35 PVC. This was done so that there was only new pipe under the roadway once CIP work was completed, and this project will finish the sanitary lateral replacement process.			

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☐ Yes ☒ No

If "Yes", provide details of the public work, including:

- Scope
- Funding agency for each scope item

9. Include with your application, two maps:

- **First Map:** The limits of the sewershed(s) or metershed(s) the project is in.
- **Second Map:** The project limits.

First map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s) and/or metershed(s),
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

Second map shall meet the following requirements:

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be at a defined scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.). The scale must be defined on the map.

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 number(s) the work was completed under.

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

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

The 2026 PPII program is following our 2025 CIP streets. While not all of the 2025 CIP areas have been selected for this program, the areas included in this workplan are within non-compliant metersheds. This project is an effort to reduce the I/I the City's system sees during wet weather and, hopefully, bring us closer to complying with MMSD's values.

Pipe bursting has been successfully implemented throughout the City of West Allis on previous PPII projects. We've seen success and efficiency through the use of this technology, with minimal disruptions to existing private property.

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 Metered

If "Non-compliant," 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.
(The Wet Weather Peak Flow Metershed Report can be found in the Municipal Portal)

WE3013: In 2024, 29 properties completed lateral rehabilitation work as part of WE03. In 2025, 7 properties will have their sanitary lateral rehabilitated as part of WE04.

WE3015: In 2022, 7 properties had lateral rehabilitation work or sump pump work completed as part of WE02.

WE3016: In 2022, 6 properties had lateral rehabilitation work or sump pump work completed as part of WE02.

WE4023: In 2024, 3 properties completed lateral rehabilitation work as part of WE03.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>
<p>5. Does the project area have a history of CSOs or SSOs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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>7. Does pre-project baseline data exist for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.? <input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9</p>
<p>8. Describe and detail information on the pre-project baseline data 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. Is pre-project baseline data collection 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 MMSD portable meters will be requested; list the quantity, expected time frame installation and monitoring period.

Baseline wet weather flow depth will be gathered through the use of MMSD portable meters.

Two meters are being requested for this project, which are to be installed by November 31st, 2025. This will allow for baseline data to be gathered through winter and spring, and part of summer. The project, which is scheduled to be constructed in the summer of 2026, will be concluded by the end of November. Data should be collected until the summer of 2027 in order to evaluate the winter, spring, summer pre- and post-project data.

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

☒ Flow Metering

☐ Reduced CSO/SSO

☐ Identify I/I Sources

☐ Participation Rates

☐ Reduced Basement Backup Reports

☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

Reduction in flow depth recorded by MMSD portable meters during wet weather events when comparing pre-project and post-project data.

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- **Internal municipal routing schedule for Funding Agreement execution, including any necessary approvals (i.e. Local Board/Council approvals)**
 - **Account for 60-90 days for District administrative approvals, after Work Plan submission**
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

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.

VI. 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. If multiple funding sources will be used for this project, indicate the MMSD cost share.

Please reference ([Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage](#)) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

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

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

\$644.78 (residential) or \$1575.00 (commercial) cost share with property owners to cover the cost of installing the storm lateral extension to the property line.

All other items covered by MMSD funding.

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

The cost share item is it's own line item in the estimate. As residents sign up for the storm lateral work, the cost share will be deducted from the reimbursement amount. This will work similar to how the \$2,000 cost share previously worked on similar agreements.

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

Alexander Weislak, PE
Principal Engineer - City of West Allis
aweislak@westalliswi.gov
(414) 302-8379

5. MMSD requires all invoicing to be submitted via Trimble Unity Construct (TUC).
Will TUC training be necessary for the department/individual/entity that will be
submitting and processing the reimbursement requests?

☐ Yes ☒ No

VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.) ☐ Yes – go to item 2 ☐ No – go to item 3

2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- Entities/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- Timing and anticipated level of effort that is anticipated for the public outreach effort.
- Venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

Program information is sent to Property Owners through mailings. These mailings include a cover letter explaining what the program is, a flyer depicting what types of work are offered, and an agreement form that Property Owners can fill out and return to City Hall to participate in the program. Property Owners often call with additional questions, so information is also communicated through phone calls and in-person meetings. Mailers are scheduled to be sent at the beginning of November, with the official return period concluding at the end of January. This is handled by Alex Weislak of the City of West Allis Engineering Department. Contact information previously listed.

During the project, as the work starts, it's often observed that additional neighbors and property owners want to sign up for the work. Questions about the program and how to participate are handled by consultant field staff, who then relay any potential additions to Alex Weislak.

Because this project is in targeted areas, the City will not be sharing this program through our traditional social media avenues.

City of West Allis
Engineering Estimate

ESTIMATE OF QUANTITIES

PROJECT NO.: 2026-X
RESOLUTION DATE: N/A
ADVERTISEMENT DATES: 3/25/2026 & 4/1/2026
BID DATE: 4/8/2026
ENGINEER'S ESTIMATED COST: \$125,000.00

S. 83rd Street: W. Becher Street to W. Grant Street (36 Prop) S. 90th Street: W. Dakota Street to W. Durham Avenue (11 Prop) W. Orchard Street: S. 60th Street to S. 63rd Street (10 Prop) W. Stuth Avenue: S. Orleans Avenue to S. Osage Avenue (31 Prop) 17 Estimated Number of Participating Properties (~20%)			2025 CIP w/ N.C. Sewersheds Sanitary Lateral Rehabilitations Prop. Agreement M10005WE05			
BID ITEM	QUANTITY	ACCOUNT	CONTRACT QUANTITIES	UNITS	PRICE	AMOUNT
Pre-Construction Site Investigation	17	WE05	17	Each	\$ 226.80	\$3,852.20
6" Dia. Sanitary Lateral Pipe Bursting (17)	510	WE05	510	Lin. Ft.	\$ 159.65	\$81,421.50
Reconnection to Interior Sanitary Piping	17	WE05	17	Units	\$ 1,030.00	\$17,510.00
Warranty Video Inspection of Sanitary Sewer Lateral (17)	1,105	WE05	1,105	Lin. Ft.	\$ 2.06	\$2,276.30
Standard Sump Pump Installation	5	WE05	5	Units	\$ 1,236.00	\$6,180.00
Storm Lateral Extension (5)	125	WE05	125	Lin. Ft.	\$ 51.50	\$6,437.50
Electrical Outlet Installation	5	WE05	5	Units	\$ 618.00	\$3,090.00
Runtime Monitor Installation	5	WE05	5	Units	\$ 25.75	\$128.75
Additional Palmer Valve Abandonments	2	WE05	2	Units	\$ 257.50	\$515.00
Additional Under Drain	100	WE05	100	Lin. Ft.	\$ 5.15	\$515.00
Additional Concrete Floor Removal & Replacement	50	WE05	50	Sq. Ft.	\$ 10.30	\$515.00
5" Concrete Sidewalk and Driveway	425	WE05	425	Sq. Ft.	\$ 5.15	\$2,188.75
TOTAL COST						\$124,630.00
ENGINEER'S ESTIMATED COST						\$125,000.00

Estimated Construction Cost		Sub-Total	
MMSD	\$	124,630.00	
Total	\$	124,630.00	
Estimated Inspection Cost		Cost/Property	Sub-Total
MMSD	\$	1,250.00	\$ 21,250.00
Total Cost		Total	Rounded
MMSD	\$	145,880.00	\$ 146,000.00
Estimated Project Finances			
Construction & Inspection Expenses		\$	(146,000.00)
Storm Lateral Cost Share (Assuming Residential)		\$	3,223.90
2025 SOI		\$	147,501.00
Δ		\$	4,724.90

Work to be completed pre FA execution

Submit Workplan – August 20, 2025

Distribute Interest Forms – November 3rd, 2025

Receive Returned Interest Forms – November 14, 2025 to January 30, 2026

MMSD Install Flow Meters – By November 31, 2025

Distribute Return Letters – December 1, 2025 to January 30, 2026

Work to be completed post FA execution

Draft PS&E Preparation – January 5, 2026 to February 15, 2026

Draft PS&E Submittal From City to MMSD – February 16, 2026

Draft PS&E Comments Due From MMSD to City – March 2, 2026

PS&E Comment Review and Bid Preparation – March 3, 2026 to March 16, 2026

Public Advertisement – March 25, 2026 to April 7, 2026

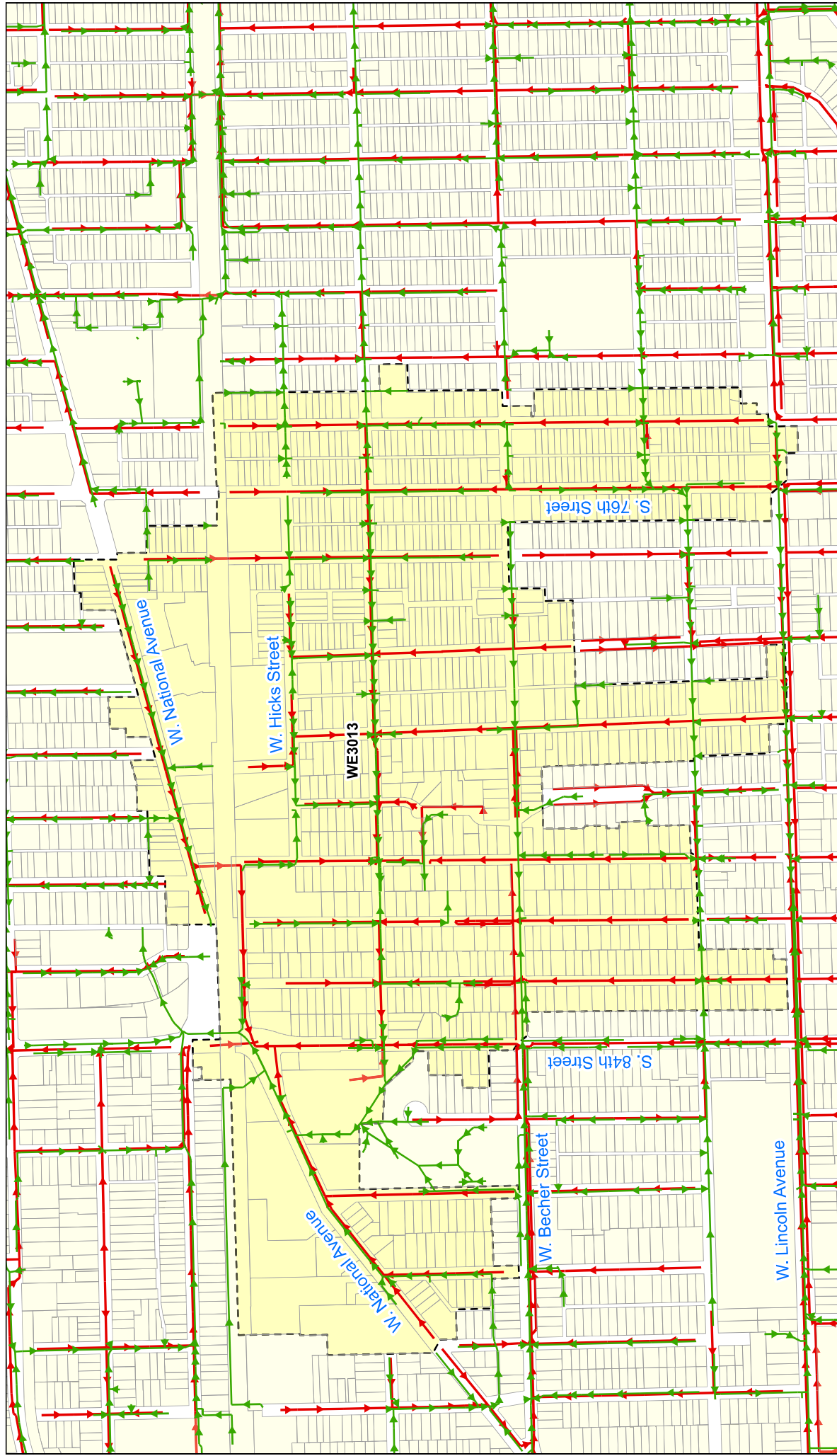
Public Bid Open – April 8, 2026

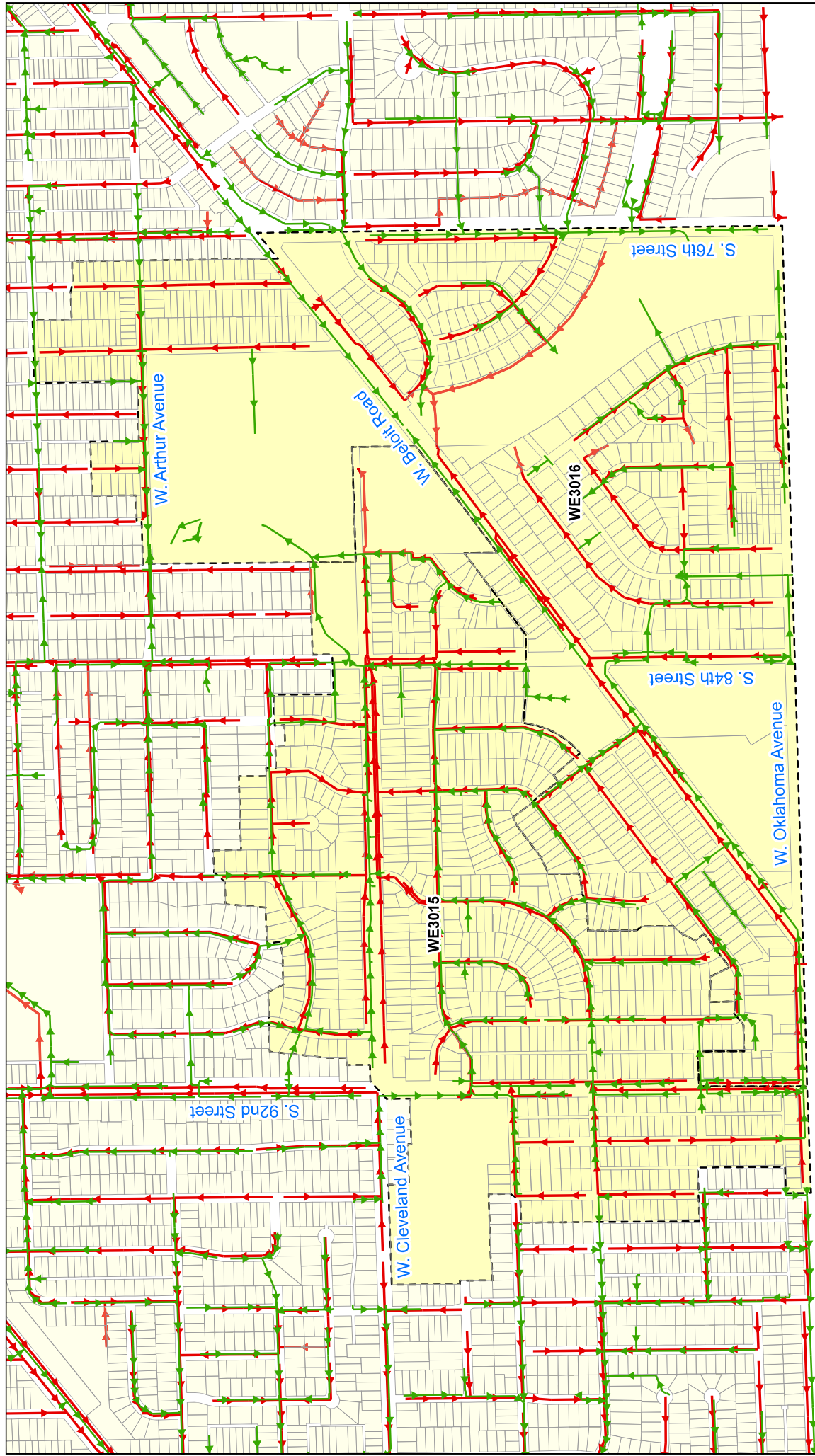
Bid Award – April 21, 2026

Signing of MMSD & Contractor Agreements – April 22, 2026 to May 19, 2026

Construction – May 25, 2026 to November 27, 2026

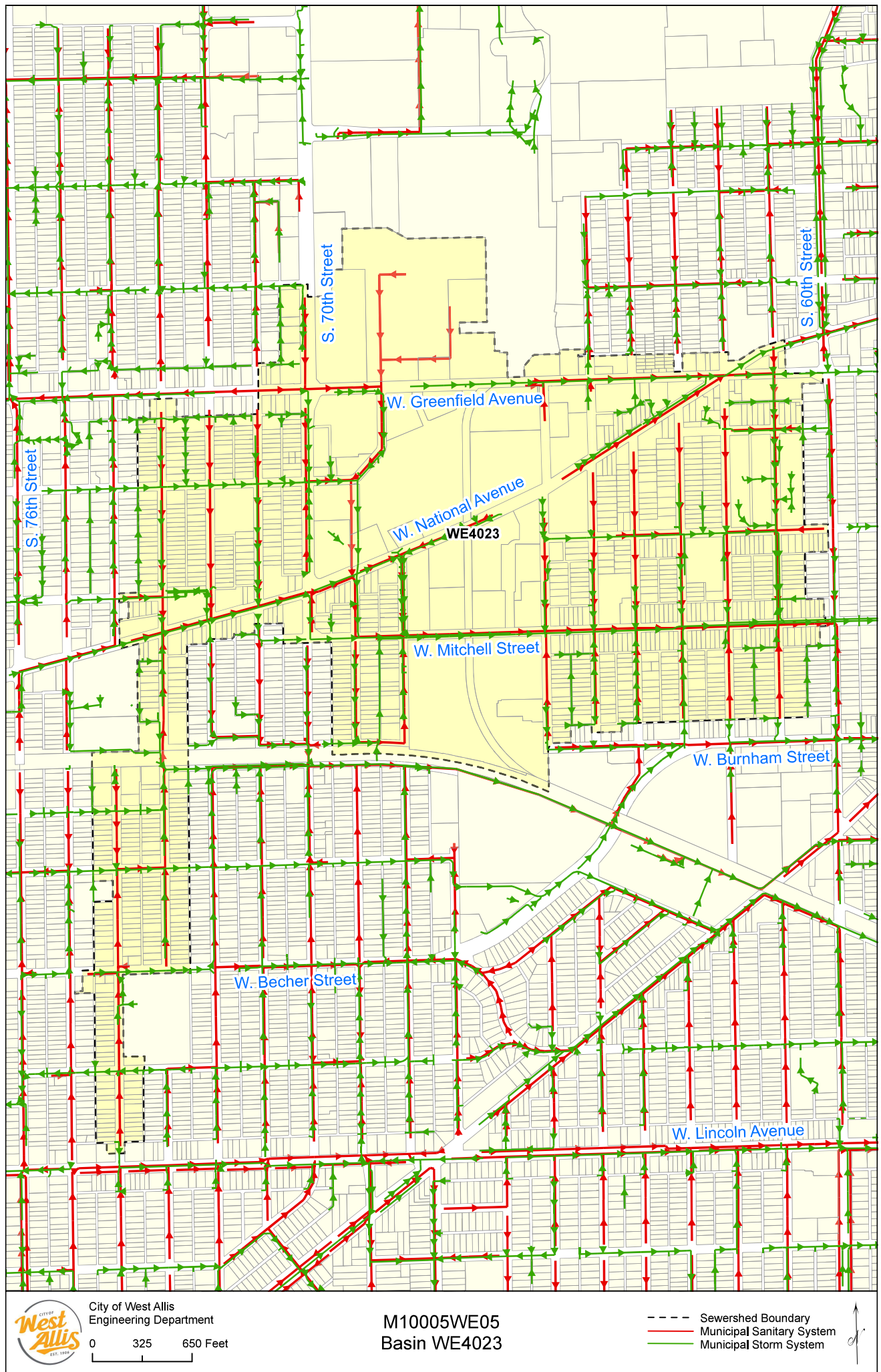
Reimbursement Requests – June & September 2026

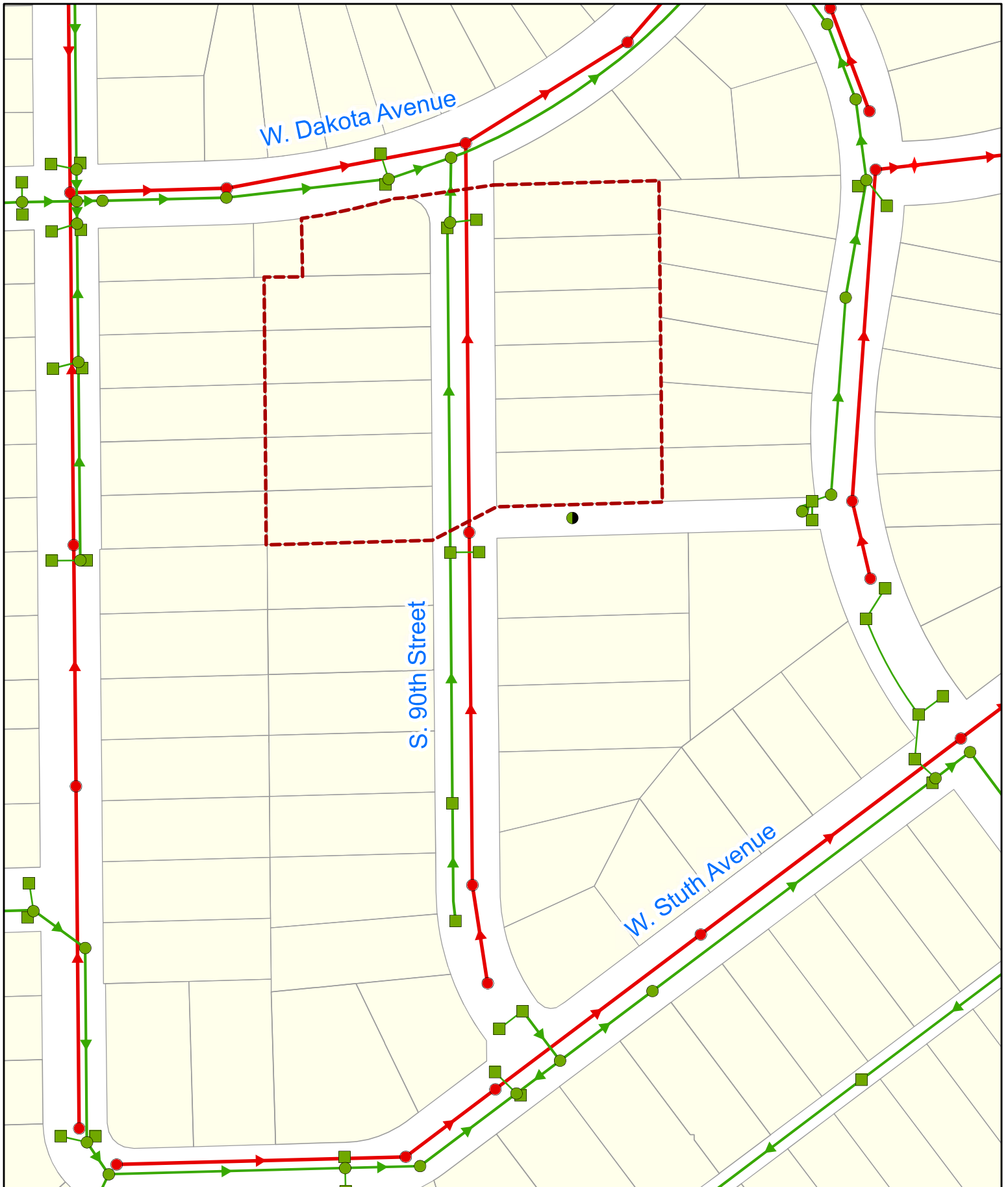




M10005WE05
Basins WE3015 & WE3016







City of West Allis
Engineering Department

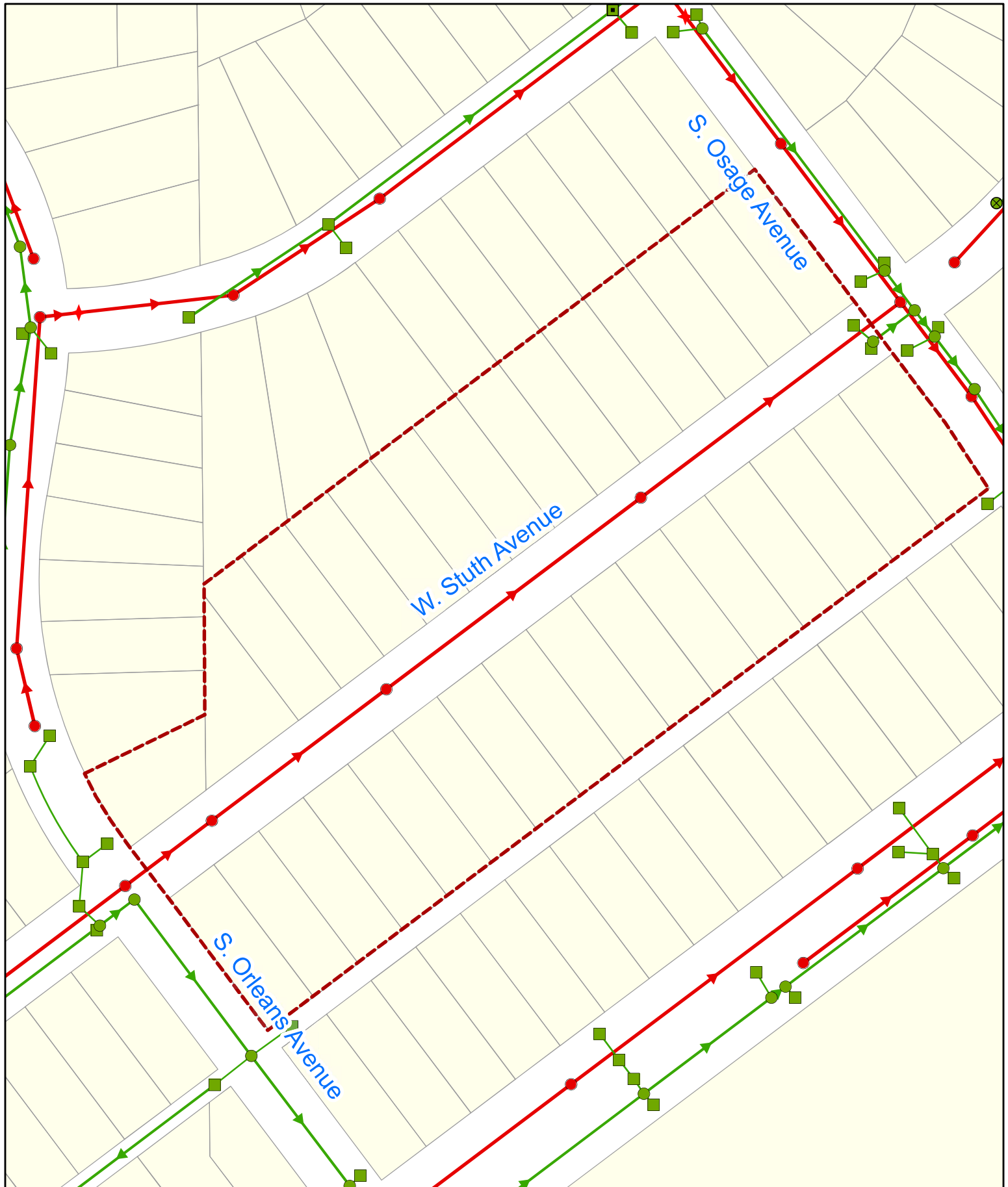
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M10005WE05
S. 90th Street*

- Project Limits
- Municipal Sanitary System
- Municipal Storm System

*Current GIS mapping does not show 2025 CIP infrastructure.





City of West Allis
Engineering Department

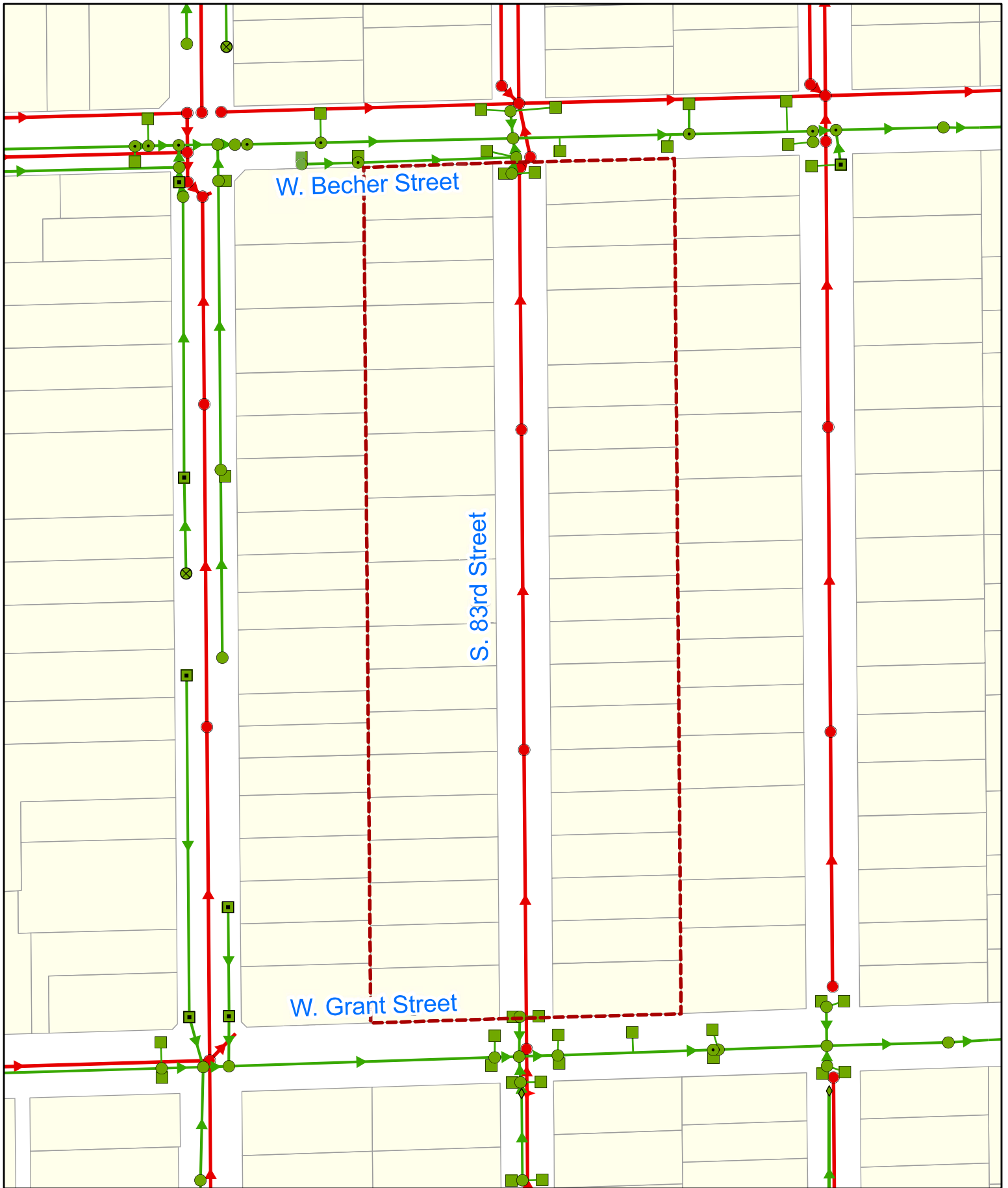
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M10005WE05 W. Stuth Avenue*

- Project Limits
- Municipal Sanitary System
- Municipal Storm System



*Current GIS mapping does not show 2025 CIP infrastructure.



City of West Allis
Engineering Department

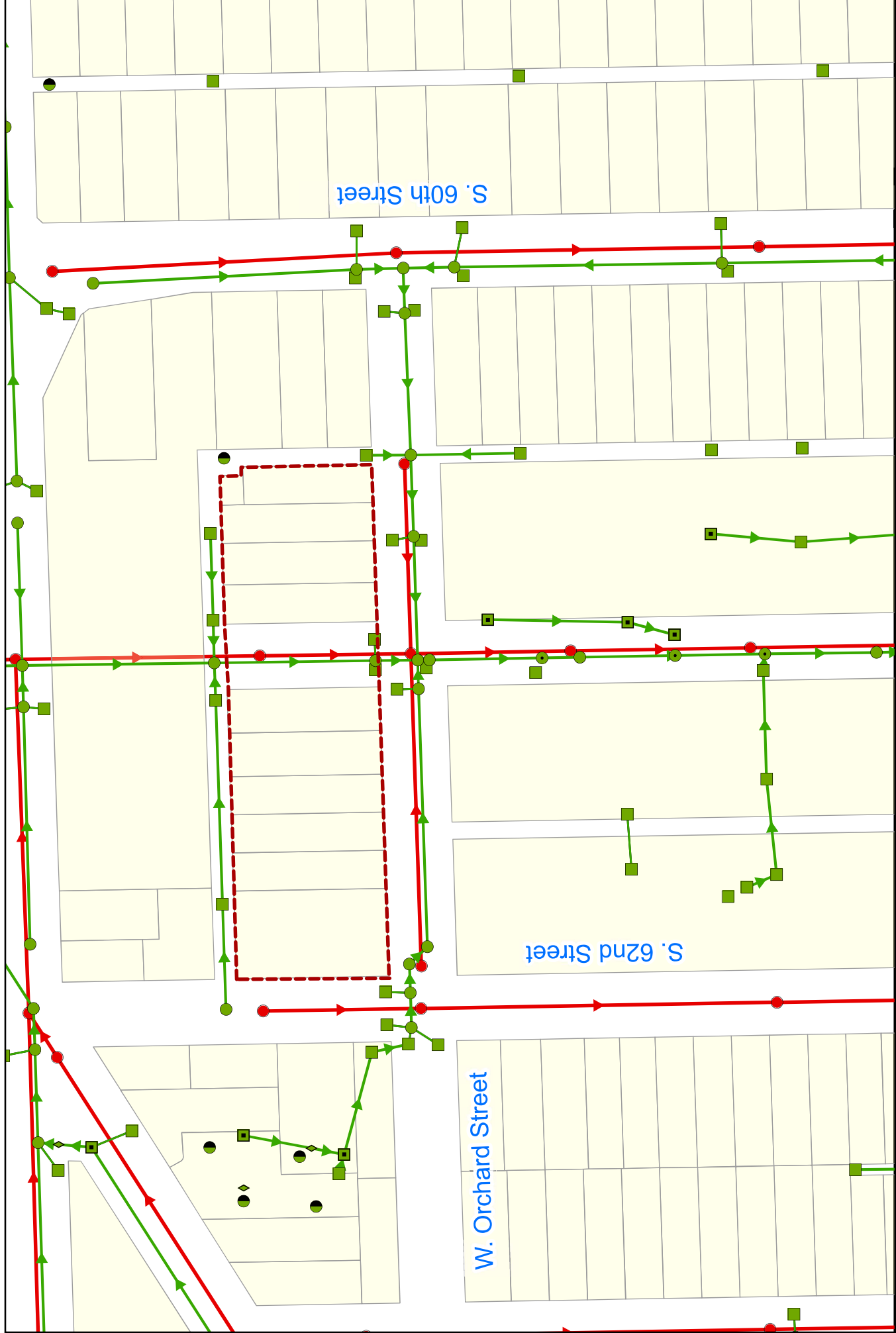
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M10005WE05
S. 83rd Street*

- Project Limits
- Municipal Sanitary System
- Municipal Storm System

*Current GIS mapping does not show 2025 CIP infrastructure.





City of West Allis
Engineering Department



M10005WE05 W. Orchard Street*

- Project Limits
- Municipal Sanitary System
- Municipal Storm System

*Current GIS mapping does not show 2025 CIP infrastructure.



Engineering Department
engineering@westalliswi.gov
414.302.8360

August 20, 2025

Becky Specht, P.E., Urban Water Program Manager
Milwaukee Metropolitan Sewerage District
260 W. Seeboth Street
Milwaukee, WI 53204-1446

West Allis PPI/I Agreement M10005WE05

Dear Mrs. Specht:

We herewith submit to you our twelfth work plan for Private Property I/I removal funding. Included in this submittal is the completed workplan, maps of the areas that have proposed work depicting their respective sewersheds and the compliance status, along with the project estimate, and proposed schedule. Metering requests for this project have already been submitted to MMSD. Also enclosed with this submittal are the mailers that will be sent out in order to start gathering a list of interested property owners. This includes an introductory letter, interest flyer, along with the agreement form property owners will be signing to officially be on the program.

After success with previous agreements, the City would like to offer this program to 2025 reconstructed streets. Most of the buildings in the project areas were built prior to 1940 and have original clay tile sanitary laterals, so the removal of this source of I/I will be project priority. The proposed work includes sanitary lateral rehab work from where the city street construction work leaves off (approximately under the sidewalk) to a minimum of 3ft upstream of the property foundation or to the plumbing transition. Sanitary lateral rehab will consist of pipe bursting.

Due to the age of the private infrastructure found throughout the City, there is an expectancy to run into situations where foundation drains had been routed to drain into the sanitary system. In order to address this issue, the project will include installation of sump pumps, palmer valve abandonments, and storm lateral extensions. The City has previously installed storm lateral stubs to the property lines, and this source of clear water will be required to connect to the storm system.

The City will be hosting a stand-alone mandatory lead service line replacement program in newly reconstructed areas of the City, and it's expected that private lead service lines in the project area will already be replaced by the time this project begins, limiting the liability that MMSD undertakes through the execution of this work.

This PPI/I project is proposed at the following locations:

S 83rd St from W Becher St to W Grant St
S 90th St from W Dakota St to W Durham Ave
W Orchard St from S 60 St to S 63 St
W Stuth Ave from S Orleans Ave to S Osage Ave

The City wishes to reserve the remaining full amount of our 2025 allocated funds (\$147,501.00), as the estimated cost to be submitted for reimbursement is \$146,000, see attached spreadsheet for further details. The initial work plan accounts for 17 properties, which is approximately 20% participation from eligible property owners.



Based upon historical program participation, the City believes that there's opportunity to provide this service to additional property owners, and is submitting a competitive work plan to increase the size of the 2026 program to account for 50 properties total.

The deadline for returning the agreement forms will be January 30th, 2026.

Contract specifications for this project will be submitted to MMSD for review and approval prior to the Contract being let. This PPI/I contract is scheduled to be advertised starting March 25th, 2026. The City will make use of MMSD's qualified AMFA-contractor list.

If you have any questions regarding this submittal, or require any additional information, please feel free to call me at 414-302-8379.

Respectfully submitted,

A handwritten signature in black ink that reads "Alex Weislak".

Alexander Weislak, PE
Principal Engineer

ATTACHMENT B
Agreement Deliverables

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

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM 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 PM 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 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 and warranty bond shall be provided to the District PM 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 week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
9. An accurate schedule of field activities shall be provided to the District PM 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 PM 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 PM via the District Municipal Portal in PDF format on a monthly basis or with a reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

ATTACHMENT B
Agreement Deliverables

12. Inspection reports from the field engineer for work completed shall be submitted to the District PM 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 PM 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 from each participating property owner shall be submitted to the District PM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits of the lateral replacement(s) 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(s) 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 the 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 Communication Plan.** Within 14 days of the issuance of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Communication Plan.. 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 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; and (6) 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 years from substantial completion of the Work. Contractor shall provide a warranty bond in the amount 25% of this Contract. The warranty and the warranty bond shall be enforceable by the Municipality and the District as the funder. Participating property owners may request from the Municipality or the District that the warranties provided for in this Contract be enforced as it relates to the property owner's specific property.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b).
4. **Warranty Inspection:** District shall complete a warranty inspection via an Approved Contractor for the work type at least 90 days prior to the warranty expiration. All inspection results, including video and associated documents, shall be provided to the Municipality within 30 days of inspection. The Municipality shall coordinate all required warranty repairs by the Contractor.
5. **Reporting:** For a period of 10 years post substantial completion of the Work, 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.

ATTACHMENT D
Template: Contractor Application for Payment

1. ORIGINAL CONTRACT PRICE	\$	
2. Net change by Change Orders.....	\$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	
4. TOTAL COMPLETED AND STORED TO DATE		
(Column F on Progress Estimate)	\$	
5. RETAINAGE:		
a. _____ % x \$ _____ Work Completed	\$	
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	
8. AMOUNT DUE THIS APPLICATION	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	

Payment of: \$ _____ (line 8 or other - attach explanation of other amount)
 is recommended by: _____ (Engineer) _____ (Date)
 Payment of: \$ _____ (line 8 or other - attach explanation of other amount)

Approved by: _____

Funding Agency (if applicable) _____ (Date) _____

ATTACHMENT E

Template: Warranty Bond

Warranty Bond

Contract No. (Insert Contract #)

KNOW ALL PERSONS BY THESE PRESENTS, that (Insert company name)

of (Insert company address), the “CONTRACTOR”, and (Insert surety company name and address) a corporation duly organized and existing under and by virtue of the laws of the State of (Insert state), the “SURETY”, and authorized to transact business within the State of Wisconsin, as SURETY, are held and firmly bound unto the (Insert Municipality name) as Municipality (Obligee), in the penal sum of: (insert amount), lawful money of the United States of America, for the payment of which, well and truly be made to the Municipality. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into (Insert contract number) with the Municipality, dated (insert contract date) for (insert project title) (Contract).

NOW, THEREFORE:

The Term of this Warranty Bond (Bond) shall be three (3) years from the date of Substantial Completion. During the Term, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Municipality for the Contractor's warranty obligations set forth in the Contract, which is incorporated herein by reference.

If the Contractor satisfies its warranty obligation under the Contract, the Surety and the Contractor shall have no obligation under this Bond.

If Municipality gives written notice to Contractor and Surety during the Term of Contractor's obligations under warranty and Contractor does not fulfill such obligation, the Surety shall be responsible for fulfillment of such warranty obligations. Surety shall either fulfill the warranty period obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the warranty obligations itself and reimburse the Municipality for all resulting costs incurred by Municipality in performing Contractor's warranty obligations including, but not limited to, correction, removal, replacement, and repair costs, along with

Engineering services. The Milwaukee Metropolitan Sewerage District (District) shall also have the same rights as the Municipality under this paragraph to enforce the warranty obligations of this Bond by virtue of the District's financial assistance to the Municipality in financing all or part of the Contract by way of Funding Agreement (Insert funding agreement number) executed between the Municipality and the District on (insert funding agreement execution date).

Signed and sealed this (insert date) day of (insert month and year).

CONTRACTOR

By:

SURETY

By:

The SURETY named on this bond shall be one who is licensed to conduct business in the State of Wisconsin and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond. The Bond must be approved and the approval dated in every case. Refer to Wis. Stats. § 779.14. The title of the person signing must be indicated. The date of this Bond must not be prior to the date of the Contract.