

## Funding Agreement WE07

### 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 Street, 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 increases 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 wishes to fund measures to reduce I/I from private property.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Date of Agreement**

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District or one year from the effective date (whichever occurs first), or when this Agreement is otherwise terminated as set forth herein.

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

The District shall reimburse the Municipality for \$690,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of timely invoices. No reimbursement shall be made for expenses incurred prior to completion of this agreement. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

#### **3. Procedure for Payment**

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices should be submitted within a reasonable period of time of the expenses being incurred. All invoices shall be received prior to expiration of this agreement. The invoice should include documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by

individuals, and a summary of the tasks accomplished. Invoices and supporting documentation shall be submitted through the District eBuilder online application.

Questions relating to expenses and invoicing shall be directed to:

Jerome Flogel, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Deliverables (Attachment B) have been received.

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

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a written document signed by both parties.

#### **5. Ongoing Reporting Obligation**

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

#### **6. 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.

#### **7. Public Bidding**

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with 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.

#### **8. Responsibility for Work, Insurance and Indemnification**

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorney's fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

## **9. 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, 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.

## **10. Exclusive Agreement**

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

## **11. Severability**

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

## **12. Applicable Law**

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

## **13. 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 30 days after it is referred to the mediator, either party may take the matter to court.

## **14. Notices**

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.

## **15. 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 authority to enter into contracts on the District's behalf.

## **16. Assignment**

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

## **17. 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: \_\_\_\_\_  
Peter Daniels, P.E.  
City Engineer

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

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

Approved as to form:

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

## Attachment A

The proposed work will include the disconnection of foundation drains, installation of sump pumps and the extension of storm sewer laterals to connect the discharge from the sump pump. Most of the buildings in the project areas were built prior to 1954 and were not required to have sump pumps. The proposed work also 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. Residents will also have a chance to have their lead water service line replaced to their house as part of this contract, as we have funding from the DNR to replace lead services. The thought is while we are offering water service replacements, to also offer private property work with funding available from MMSD.

This PPI/I project is proposed to be completed after the street reconstruction at the following locations by bid let date:

1. 3/27/2019: S. 80 St.: W. Greenfield Ave. to W. National Ave. 3/27/2019 S. 75 St.: North of W. Walker St. to W. Washington St. 5/1/2019 S. 55 St.: W. Mobile St. to W. Electric Ave.
2. 5/1/2019: S. 58 St.: W. National Ave. to W. Greenfield Ave. 5/1/2019 W. Grant St.: S. 60 St. to W. Beloit Rd.
3. 5/1/2019: S. 59 St.: W. Mobile St. to W. Lincoln Ave. 5/15/2019 S. 80 St.: W. Grant St. to W. Lincoln Ave. 5/15/2019 S. 87 St.: W. Harrison Ave. to Dead End\*

\*S 87<sup>th</sup> St is the only street listed above where the lawns are large enough, so the city does not plan to install storm sewer laterals. Sump pump discharge is planned to drain onto the lawn areas. Also, sanitary laterals are not planned to be replaced as part of the road construction at this time, so rehab work would be from the house to the main, unlike the other 7 streets.

The street reconstruction will be funded entirely by the City of West Allis and includes the replacement of the public sanitary sewer and a portion of the private sanitary laterals in the right of way, the installation of new storm sewer and installation of storm laterals within the right of way. contract is scheduled to go to bid in July of 2019.

The estimated cost to be submitted for reimbursement is \$690,000. Actual bid prices will be forwarded when contract has been awarded. The cost will vary depending on the level of participation. We anticipate approximately 30% participation by eligible property owners.

Installations on this project will be tracked by bid item installed on each property using an excel spreadsheet. A copy of the spreadsheet showing installations for each property will be submitted along with the final invoice.

PPII Agreement #7	PROJECT NO.:	2019-__
	RESOLUTION DATE:	N/A
	ADVERTISEMENT DATES:	7/17/2019 & 7/24/2019
	BID DATE:	7/31/19
	ENGINEER'S ESTIMATED COST:	\$1,059,000.00

S 80th St.: W Greenfield Ave to W National Ave - 59 properties S 75th St.: N/o W. Walker to W. Washington - 75 properties S. 55 <sup>th</sup> Street: W. Mobile St. to W. Electric Ave. - 21 Properties S. 58 <sup>th</sup> Street: W. National Ave. to W. Greenfield Ave. - 11 Properties S. 59 <sup>th</sup> Street: W. Mobil St. to W. Lincoln Ave. - 58 Properties W. Grant Street: S. 60 <sup>th</sup> St. to W. Beloit Rd. - 23 Properties S. 87th St.: W. Harrison Ave. to Dead End* - 10 Properties S. 80th St.: W. Grant St. to W. Lincoln Ave. - 20 Properties <b>277 Total: 30% of Total Properties = 83</b> (87th St = 3, subtract from storm lateral and water)	Sump Pump and Storm Lateral Installation Sanitary Lateral Rehab and Water Service Replacement	
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BID ITEM	ESTIMATE	ACCOUNT #	TOTAL UNITS	PRICE	AMOUNT
Standard Sump Pump Installation	83	MMSD	83 units	\$2,500.00	\$207,500.00
Storm Lateral Extensions	2,000	MMSD	2,000 lin. ft.	\$60.00	\$120,000.00
Electrical Outlet Installation	83	MMSD	83 units	\$400.00	\$33,200.00
Run Time Monitor Installs	20	MMSD	20 units	\$175.00	\$3,500.00
Additional Palmer Valve Abandonment	6	MMSD	6 units	\$200.00	\$1,200.00
Additional Under Drain	300	MMSD	300 lin. ft.	\$60.00	\$18,000.00
Additional Excavation	10	MMSD	10 cu. ft.	\$20.00	\$200.00
Additional Concrete Floor Removal and Replacement	20	MMSD	20 sq. ft.	\$30.00	\$600.00
Sanitary Lateral Rehab	3,040	MMSD	3,040 lin. ft.	\$100.00	\$304,000.00
Furnish and Install Copper Water Service	2,800	DNR003	2,800 lin. ft.	\$120.00	\$336,000.00
Reconnection to Interior Water Distribution Piping	80	DNR003	80 units	\$170.00	\$13,600.00
Additional Interior Plumbing	150	DNR003	150 lin. ft.	\$5.00	\$750.00
5" Concrete Sidewalk and Driveway	2,000	DNR003	2,000 sq. ft.	\$10.00	\$20,000.00

					<b>\$1,058,550.00</b>
<b>ENGINEER'S ESTIMATED COST</b>					<b>\$1,059,000.00</b>

	<b>MMSD COST</b>	<b>\$688,200.00</b>			
*Large lots - no storm laterals will be offered & no lateral work being done on City contract These items will be charged to DNR not MMSD					

## Attachment B

### **Deliverables**

The City will provide the following to the District for expenses to be considered reimbursable for the completed Project Area:

1. Through the District SharePoint database, submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property.
2. Samples of all public involvement/public education documents.
3. Draft and final bidding documents including plans and specifications.
4. Bid results from all procurement processes associated with the project.
5. Accurate schedule of field activities updated on a weekly basis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.
7. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
10. Quality control and quality assurance reports by the contractor submitted on a regular basis as work progresses.
11. Summary report upon completion of the project following the District template.
12. The Village will be responsible for providing pre-workflow data and reporting post-workflow monitoring data and or other data related to identified measures of success for at least 2 years post-work completion or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.