

Funding Agreement M10005WE04

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 53204-1446 and the City of West Allis (“Municipality”), with its municipal offices at 7525 W. Greenfield Avenue, West Allis, Wisconsin 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 signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 30th, 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 \$500,000 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). The total project cost of \$3,424,000 is offset by homeowner cost share and Wisconsin Department of Natural Resources funds. 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 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 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 the 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, 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 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 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 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, PE
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 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 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.

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 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 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 defend, indemnify, and hold harmless 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, arising from or connected with the planning, design, construction, operation, and/or maintenance of the Work.

Milwaukee Metropolitan Sewerage
District

City of West Allis

By:

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

By:

Melinda Dejewski, City Engineer

Date:

By:

Kail Decker, City Attorney

Date:

Approved as to form:

Attorney for the District

ATTACHMENT A
Municipality Work Plan



2024 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 [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. (i.e., 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 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?

\$ 500,000.00

3. What is the total number of properties in the project area? 97

4. What is the assumed number of participating properties? 60

5. 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):

6. Provide the scope of work that will be included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1.

This project will include the rehabilitation of the sanitary lateral between where the previous street reconstruction stopped and the interior of the building. Typically, the street work stops under the sidewalk, so once this work is complete, a completely new sanitary lateral will exist between the building and the sanitary main in the street. Sanitary rehabilitation will be completed through pipe bursting.

Lead water service replacement (not part of this project) will be required at all properties within the project area. This work will be offered to those same properties as an additional improvement opportunity, and all properties participating in this program will be on a voluntary basis.

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.

Sanitary lateral rehabilitation - Contractor
Inspection - Consultant & Municipal Staff

8. 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 2025 contract.

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

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?	5240 <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? WE3028, WE3013, WE1021	
5. Approximate year sanitary sewer collection system was installed: 1911 & 2024	
6. Collection system characteristics in project areas:	
Host Pipe Material(s): Mainlines <input checked="" 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", 12", 15"
Host Pipe Material(s): Laterals <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input 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 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>On 86th & 89th Street the mainline sewers were fully replaced with PVC in 2024. On Rogers, the mainline sewers date back to 1911 and are encased in concrete. Because they're still in good condition, these were not replaced during CIP construction. The City plans on returning to Rogers street next year to install connection liners at all locations where a new lateral was installed.</p> <p>All three streets have had the sanitary laterals replaced between the mainline sewer and approximately the sidewalk. 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.</p>	

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.

9. 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.

Both maps 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 between 5 and 40 scale and to a standard paper size (i.e., 8.5”x11, 11”x17”, etc.)
- 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 location of this project was chosen based upon the City's 2024 CIP work and the sewershed compliance status with MMSD Wet Weather Peak Flow regulations. Pipe bursting has been implemented successfully here in the City on past projects, and we'd like to continue using this process.

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.

WE3028, noncompliant, yes: storm lateral extensions and sanitary lateral rehabilitation on 90 between Greenfield and Lapham, storm lateral extensions and sanitary lateral rehabilitation on 84 between Greenfield and Maple, sanitary lateral rehabilitation on Washington between 84 and 86

WE3013, noncompliant, yes: storm lateral extensions and sanitary lateral rehabilitation on National between 76 and 82, sanitary lateral rehabilitation on 77 between Hicks and Becher, sanitary lateral rehabilitation on 82 between Burnham and Rogers

WE1021, noncompliant, yes: storm lateral extension and sanitary lateral rehabilitation on 56 between Beloit and Rogers, sanitary lateral rehabilitation on 57 between Burnham and Mobile, storm lateral extension and sanitary lateral rehabilitation on 58th between Burnham and Mobile, sanitary lateral rehabilitation on 59 between Beloit and Mobile

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? Yes No

If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.

5. Does the project area have a history of CSOs or SSOs? Yes No

If "Yes," provide the frequency of occurrences over the last ten years.

6. Does the municipality have recurring basement backup reports in the project area? Yes No

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.

7. Do you have existing pre-project baseline data for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.? Yes – go to item 8 No – go to item 9

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.

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 or request MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

Pre-project data will be collected through the use of portable MMSD flow meters. 1 meter is requested for this project. This meter is requested to be installed prior to Spring 2025. The program is expected to be completed by the end of 2025, so the requested monitoring period will be till mid summer 2026. This will allow data to be collected for both the 2025 and 2026 spring seasons.

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.

Since pre- and post-project flow monitoring will occur, success will be measured quantitatively through the reduction of overall flow in the sanitary system.

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:

- District and municipal administrative approvals
- Local board/council approvals
- 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.

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? i.e., 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.

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

All project costs are expected to be reimbursable through MMSD.

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

Alexander Weislak
Principal Engineer
P: 414.302.8379
E: aweislak@westalliswi.gov

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

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.

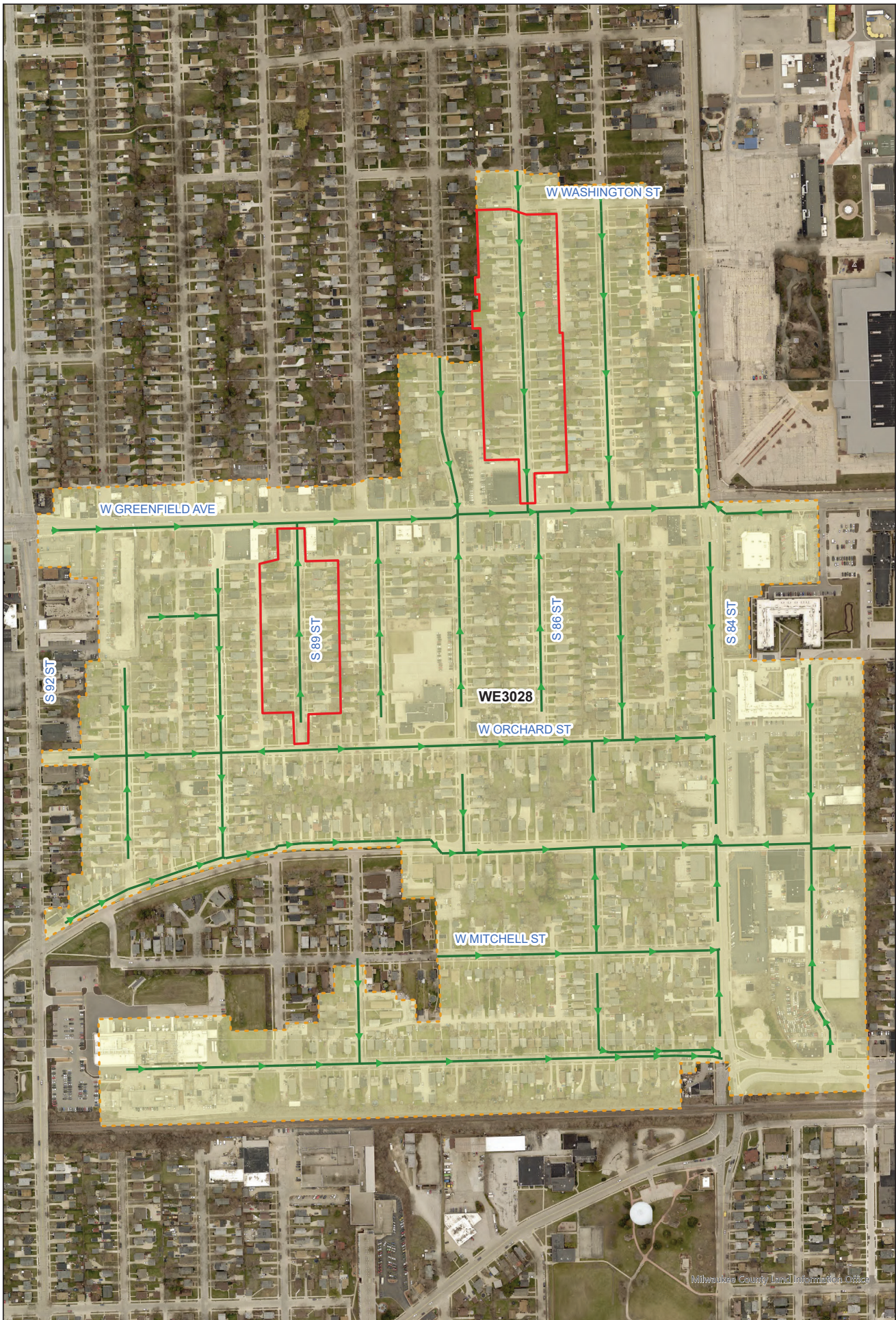
3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- What entity/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.
- The timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort.
- Any venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.


Public outreach will be completed through the use of mailers, which have been included with this workplan submittal. Using mailers allows the City to target specific properties, rather than the entire community. Alexander Weislak, for which contact information can be found in multiple locations on this document, will be responsible for administering public outreach and overall project coordination.

November 1st is the expected date that the forms will be mailed to property owners. The program packet includes a cover letter, an interest flyer, and an agreement form.

Once the project commences, the on-site inspector will continue to engage with the community in the project area to explore additional program participants.




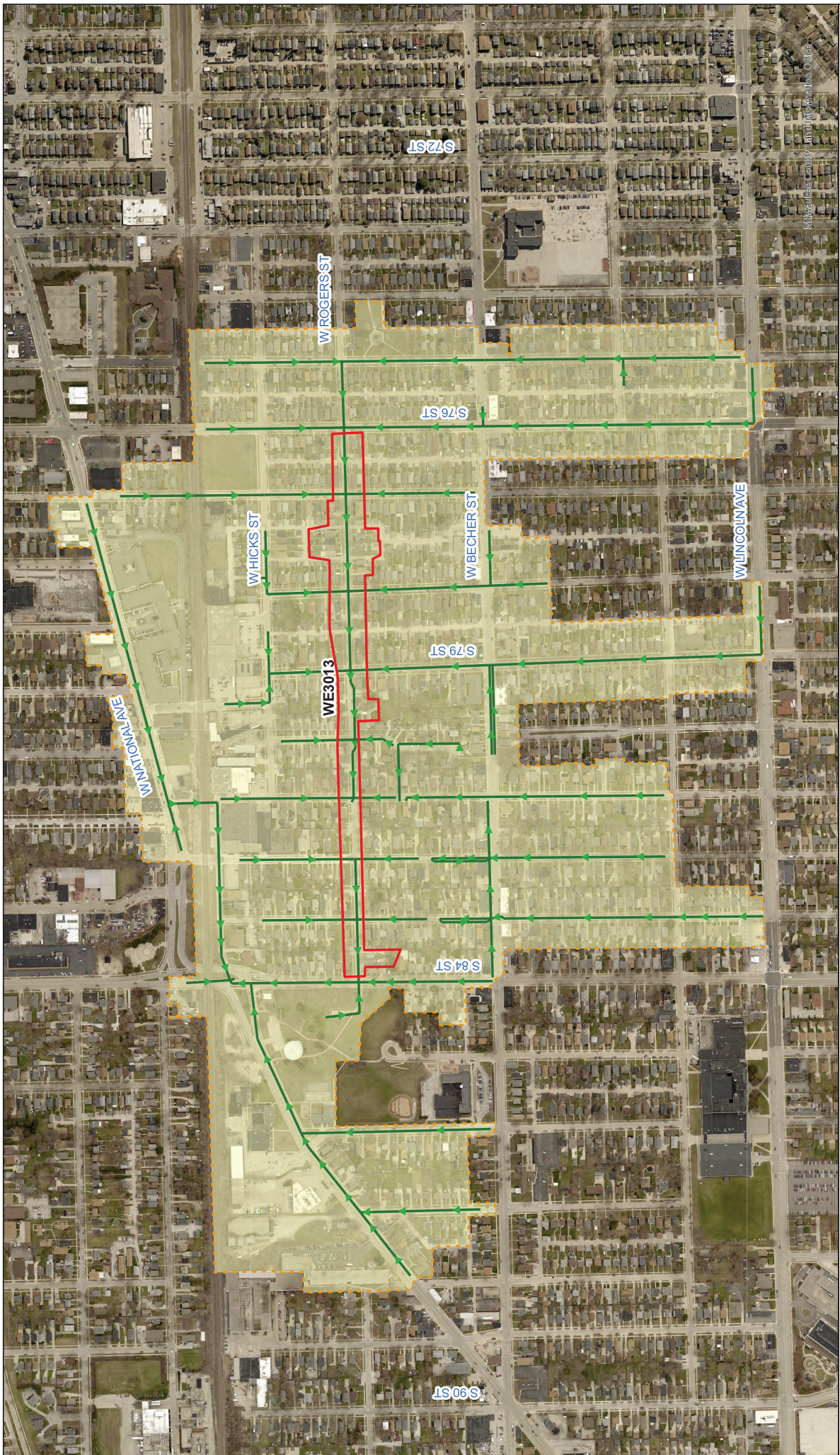
Milwaukee County Land Information Office


 City of West Allis
 Engineering Department
 0 200 400 Feet

Proposed Agreement: M10005WE04
 WE3028

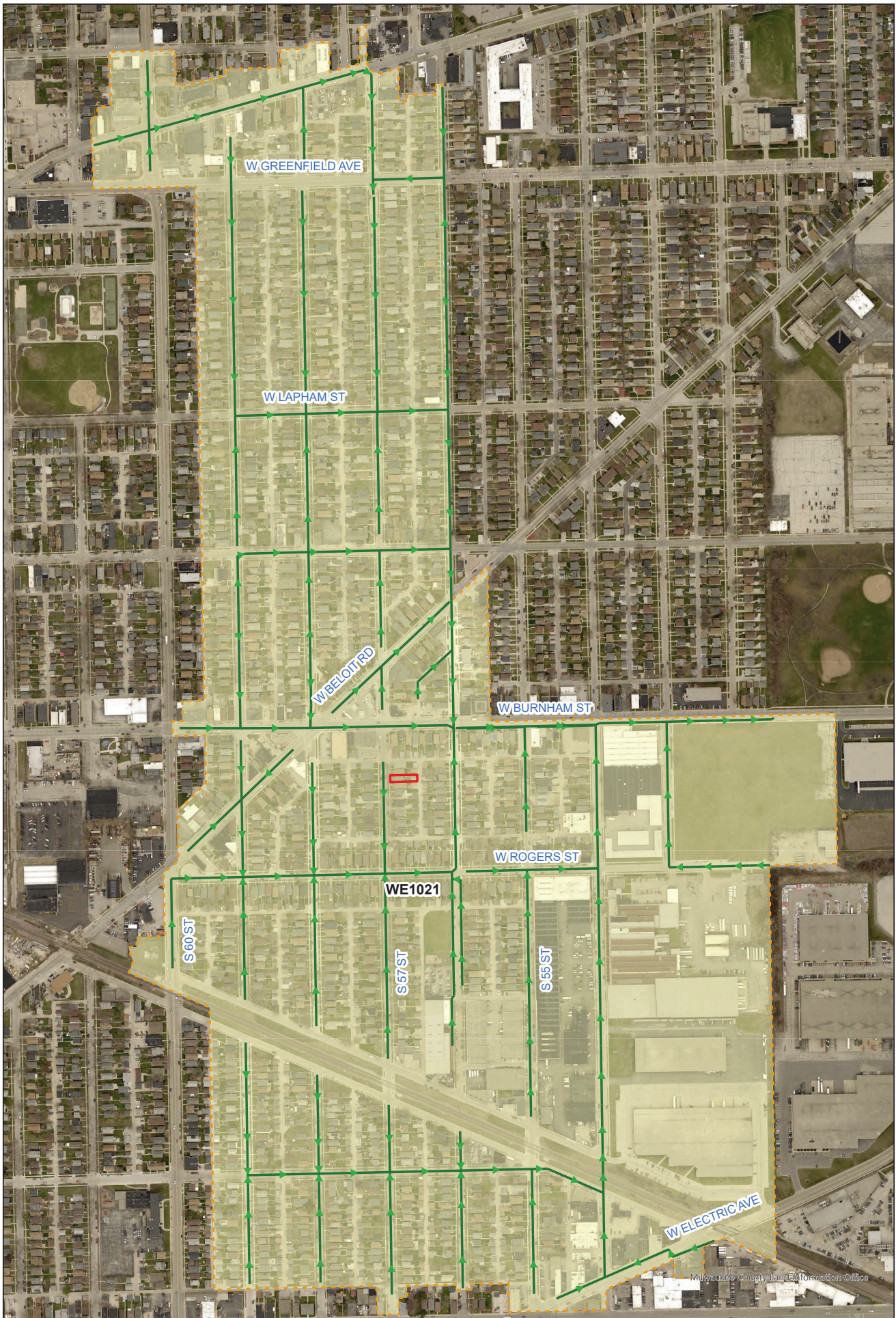
LEGEND
 - - - - - Sewer shed Limits
 _____ Project Limits
 _____ Sanitary Mains



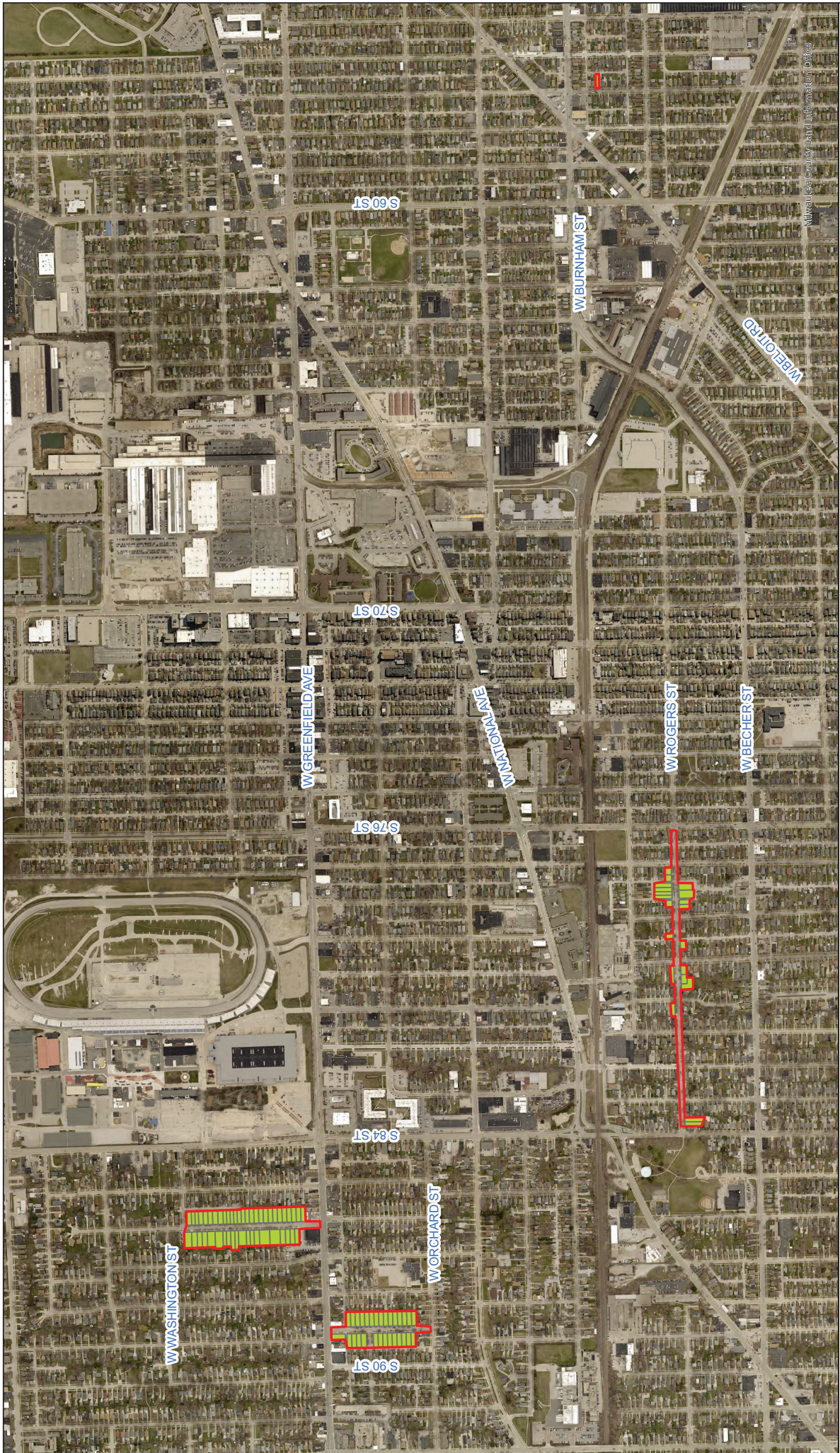


Proposed Agreement: M10005WE04
WE3013

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Milwaukee County Land Information Office



Proposed Agreement: M10005WE04
Project Locations

Milwaukee County Data Information Office

**City of West Allis
Engineering Estimate**

ESTIMATE OF QUANTITIES

PROJECT NO.: 2025-X
 RESOLUTION DATE: N/A
 ADVERTISEMENT DATES: 3/26/2025 & 4/2/2025
 BID DATE: 4/9/2025
 ENGINEER'S ESTIMATED COST: \$3,126,000.00

S. 86th Street: W. Washington Street to W. Greenfield Avenue (47 Prop) S. 89th Street: W. Greenfield Avenue to W. Orchard Street (29 Prop) W. Rogers Street: S. 76th Street to S. 84th Street (20 Prop) 1926 S. 57th Street: Property from WE03 waitlist (1 Prop) 60 Estimated Number of Participating Sanitary Properties (~60%)	2024 CIP w/ N.C. Sewersheds Sanitary Lateral Rehabilitations & Sump Pumps Prop. Agreement M10005WE04					
BID ITEM	QUANTITY	ACCOUNT	CONTRACT			
			QUANTITIES	UNITS	PRICE	AMOUNT
6" Dia. Sanitary Lateral Pipe Bursting (60)	1,800	MMSD	1,800	lin. ft.	\$ 180.54	\$324,972.00
Reconnection to Interior Sanitary Piping	60	MMSD	60	units	\$ 840.00	\$50,400.00
Warranty Video Inspection of Sanitary Sewer Lateral (60)	1,800	MMSD	1,800	lin. ft.	\$ 3.00	\$5,400.00
Standard Sump Pump Installation	8	MMSD-CF	8	Units	\$1,320.00	\$10,560.00
Storm Lateral Extension (8)	200	MMSD-CF	200	lin. ft.	\$ 72.60	\$14,520.00
Electrical Outlet Installation	8	MMSD-CF	8	Units	\$ 660.00	\$5,280.00
Runtime Monitor Installation	8	MMSD-CF	8	Units	\$ 93.50	\$748.00
Additional Palmer Valve Abandonments	2	MMSD-CF	2	Units	\$ 423.50	\$847.00
Additional Under Drain	170	MMSD-CF	170	lin. ft.	\$ 2.40	\$408.00
Additional Concrete Floor Removal & Replacement	80	MMSD-CF	80	Sq. Ft.	\$ 22.00	\$1,760.00
5" Concrete Sidewalk and Driveway	1,500	MMSD	1,500	Sq. Ft.	\$ 5.10	\$7,650.00
Private Lead Service Line Replacements	318	DNR-SDWLP	318	Each	\$8,500.00	\$2,703,000.00
TOTAL COST						\$3,125,545.00
ENGINEER'S ESTIMATED COST						\$3,126,000.00

Estimated Construction Cost	Sub-Total
MMSD \$	422,545.00
DNR \$	2,703,000.00
Total \$	3,125,545.00

Estimated Inspection Cost	Cost/Property	Sub-Total
MMSD \$	1,250.00	\$ 75,000.00
DNR \$	700.00	\$ 222,600.00

Total Cost	Total	Rounded
MMSD \$	497,545.00	\$ 498,000.00
DNR \$	2,925,600.00	\$ 2,926,000.00

Estimated Project Finances	
MMSD Construction & Inspection Expenses \$	(498,000.00)
DNR Construction & Inspection Expenses \$	(2,926,000.00)
SFY 25 SDWLP Funding \$	2,926,000.00

Existing WE04 Workplan Funds \$ 325,000.00
TOTAL Requested Funding Agreement Amount \$ 500,000.00

Work to be completed pre FA execution

Submit Workplan – September 13, 2024 Distribute Interest Forms – November 1, 2024

MMSD Install Flow Meters – By November 31, 2024

Receive Returned Interest Forms – November 14, 2024 to January 24, 2025

Distribute Return Letters – December 1, 2024 to January 24, 2025

Work to be completed post FA execution

Draft PS&E Preparation – January 3, 2025 to February 16, 2025

Draft PS&E Submittal From City to MMSD – February 17, 2025

Draft PS&E Comments Due From MMSD to City – March 3, 2025

PS&E Comment Review and Bid Preparation – March 4, 2022 to March 16,

2022 Public Advertisement – March 26, 2025 to April 2, 2025

Public Bid Open – April 9, 2025

Bid Award – April 15, 2025

Signing of MMSD & Contractor Agreements – April 15, 2025 to May 15, 2025

Construction – May 19, 2025 to November 28, 2025

Reimbursement Requests – June & September 2025

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 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 executed Right of Entry or access agreements for each homeowner 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 and post-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 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; 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. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. Contractor shall perform a warranty inspection at least three months prior to the end of the warranty period.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 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. Warranty inspection process to be submitted to the Municipality and District for approval. Warranty inspection shall provide documentation of installed system functioning as designed. All inspection results, including video and associated files with Pipeline Assessment Certification Program coding shall be provided to the Municipality and the District within 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 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

Contractor's Application For Payment No. _____

Application Period:	Application Date:
To (Owner):	Via (Engineer)
Project:	Engineer's Project No.:
Owner's Contract No.:	Contractor's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

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) \$

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

By: _____ Date: _____

Progress Estimate

Contractor's Application

A		B	C		E	F	G	
			D	E				
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Totals								

For (contract):

Application Number:

Application Period:

Application Date: