

# **Funding Agreement M10005WA04**

## **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 Wauwatosa (“Municipality”) with its municipal offices at 7725 West North Avenue, Wauwatosa Wisconsin 53213.

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 30<sup>th</sup>, 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 \$296,700 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). The total project cost of \$705,796 is offset by cost shared Municipality 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 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;
- 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. 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; and
- c. No consultant or municipal staff expenses will be funded through this Agreement.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 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  
Urban Water 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 Wauwatosa

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

By: \_\_\_\_\_  
Dennis R. McBride, Mayor

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

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

By: \_\_\_\_\_  
Alan Kesner, City Attorney

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

By: \_\_\_\_\_  
John Ruggini, City Finance Director

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

Approved as to form:  
  
\_\_\_\_\_  
Attorney for the District

By: \_\_\_\_\_  
Steven A. Braatz, Jr. City Clerk

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

**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

<b>Municipality</b>	
Applicant Name: Bill Wehrley	Municipality: City of Wauwatosa
Mailing Address: 7725 W North Ave, Wauwatosa, 53213	
Phone #: 414-479-8929	Email: wwehrley@wauwatosa.net
Primary Contact: Chris Jain	Primary Contact email: cjain@wauwatosa.net
Primary contact phone #: 414-831-5516	
<b>Consultant (if applicable)</b>	
Firm: N/A	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:
<b>Funding Agreement Signatories</b> 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: Dennis R. McBride	Position Title: Mayor
Name: Alan Kesner	Position Title: City Attorney
Name: John Ruggini	Position Title: City Finance Director
Name: Steven A. Braatz, Jr.	Position Title: City Clerk
Name:	Position Title:



## II. PROPOSED SCOPE OF WORK

<p>1. What type of work will be included in this work plan application? Check all applicable.</p> <p> <input type="checkbox"/> Planning    <input type="checkbox"/> Investigative    <input checked="" type="checkbox"/> Construction/Rehab    <input type="checkbox"/> Post Project Evaluation    <input type="checkbox"/> Training  <input type="checkbox"/> Other </p>	
<p>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?</p>	<p>\$ 296,700.00</p>
<p>3. What is the total number of properties in the project area? 22</p>	
<p>4. What is the assumed number of participating properties? 22</p>	
<p>5. What is your justification for the assumed participation rate?</p> <p> <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 checked="" type="checkbox"/> Other (Fill in Blank): All work will be completed in the public ROW as part of a capital improvements project at no additional cost to the property owner. </p>	
<p>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.</p> <p>The scope of work included with this work plan is relaying the sanitary sewer laterals to the 22 properties within the project limits of a City capital improvements project on Wisconsin Avenue from N 68th Street to N 72nd Street.</p> <p>This area has been subjected to roadway flooding and basement backups during large storm events, leading to the capital project that includes replacing storm sewer, watermain, sanitary sewer and repaving the street.</p> <p>All the proposed lateral replacements will be completed within the right of way, reconnecting to the existing lateral at the right of way, so no right of entry (ROE) agreements are needed for the replacement work.</p> <p>The sanitary sewer mainline and associated manholes (public infrastructure) are being replaced using City funding.</p> <p>Pre-construction CCTV'ing will occur on the 22 laterals (accessed from the sanitary sewer main) to be relayed prior to the start of construction. We will send letters to the property owners to notify them of the proposed CCTV work and request permission to complete the CCTV work from the right of way to the home. For the property owners agreeing to allow us access, we will complete a construction permit/right of entry permit agreement with them. Access to the video of the lateral will be provided to the individual property owners for them to be able to assess the condition of their lateral.</p> <p>The recent EPA Lead and Copper Rule issuance will result in the City establishing a policy and strategy to replace the lead water services, but that is in the early stages of being determined and will not be finalized until mid-2025 at the earliest. The City currently does not have a policy in place to address the costs of replacing lead services. A complete sanitary sewer lateral relay is not included with this project as this area of the City has lead water services that were originally installed in the same trench. The lead services in the right of way will be replaced with the sanitary lateral relays so that future lead service replacements do not impact the new road infrastructure. The sanitary laterals from the right of way to the house would be replaced at the same time as the lead water service replacement at some point in the future.</p>	

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.

City Engineering staff is completing the designs, preparing the plans and specifications, and administering the public bidding for construction. Construction inspection will be completed either by City engineering staff or by a contracted consultant. An MMSD approved contractor will complete the lateral relays as part of the larger capital improvements construction project.

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.

The proposed construction work will be publicly bid. The work will be advertised a minimum of two times and the bidding period will be a minimum of 3 weeks in accordance with our normal contracting procedures.



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.

The City is funding the replacement of the public sanitary sewer mainline and manholes within the project area.

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.

The project area has experienced roadway flooding and basement backups in the late 1990's and late 2000's.

Sanitary Sewer flow monitoring was completed in 2002 in 22 of Wauwatosa's 30 sanitary sewer basins to evaluate clear water entering the system through Rainfall Dependent Infiltration and Inflow. Thirteen of the studied basins were recommended for additional testing, inspections, and rehabilitation, and the basin that includes this project area was the second highest priority.

Dye water flooding was completed in the project area in 2011 that indicated both public infrastructure and private property I&I.

All of this investigative work was completed independent of the PPII program.

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

The overall street project was initiated to address roadway flooding and reported basement backups as part of our CIP 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.

Yes, lateral grouting has been completed for about 110 of the approximate 1200 parcels within Wauwatosa Sewershed WA4004. WA004 is one of four Wauwatosa Sewersheds within Metershed MS0410.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p> <p>N/A</p>
<p>5. Does the project area have a history of CSOs or SSOs? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p> <p>N/A</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></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>In 1997 - 1999, 12 homes reported basement backups in the project area.          In 2009, 5 homes reported basement backups in the project area.          In 2010, 20 homes reported basement backups in the project area.</p>
<p>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.?  <span style="float: right;"><input checked="" type="checkbox"/> Yes – go to item 8  <input type="checkbox"/> No – go to item 9</span></p>
<p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p> <p>We have estimates of pre-project leakage based on dye water testing and the observed infiltration.</p> <p>See the attached Dye-Water Testing Results Maps.</p> <p>2002 - flow monitoring data.</p>

9. Do you plan on collecting pre-project baseline data as part of this project?  Yes – go to item 10  
 No – go to item 11

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

N/A

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.

We will monitor future reported basement backups within the project area.

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?

N/A

## 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.

City funding will be used for any design and construction costs not covered as part of the PPII funding.

No property owner cost share is required.



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

All construction costs will be tracked using individual bid item pricing and actual constructed quantities will be measured and tracked in the field. The MMSD reimbursable costs will have individual bid items (i.e. 6" sanitary lateral relay measured in lineal feet).

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

Maggie Anderson, PE, CFM  
Senior Civil Engineer I City of Wauwatosa  
7725 W. North Avenue I Wauwatosa, WI 53213  
P (414) 479-3444 I manderson@wauwatosa.net

Mary Boettcher  
Office Assistant I City of Wauwatosa  
7725 W. North Ave. I Wauwatosa, WI 53213  
P (414) 831-5507 I mboettcher@wauwatosa.net

Chris Jain, PE, CFM  
Senior Civil Engineer I City of Wauwatosa  
7725 W. North Avenue I Wauwatosa, WI 53213  
P (414) 831-5516 I cjain@wauwatosa.net

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

<p>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.) <input checked="" type="checkbox"/> Yes – go to item 2 <input type="checkbox"/> No – go to item 3</p>
<p>2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.</p> <p>Property owners within the project limits have been mailed a letter describing the work in the public right of way, including the relaying of their lateral to the right of way. A MMSD Pipe Check flyer was included with the mailing if a resident wanted to relay the reminder of their lateral up to the house.</p>
<p>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:</p> <ul style="list-style-type: none"><li>• 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.</li><li>• The timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort.</li><li>• Any venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.</li></ul> <ul style="list-style-type: none"><li>- Each property owner will receive notice of the work from the City.</li><li>- Residents can sign up for email notices of project progress.</li><li>- The project will be featured on the City website under the Construction News section.</li><li>- The project will be discussed at our Board of Public Works meetings which are open to the public.</li></ul> <p>- Each of the property owners whose lateral is proposed to be replaced will receive a letter regarding the project and initiating the right of entry process to CCTV their lateral outside of the right of way prior to construction. We will provide information regarding the MMSD Pipe Check program with the letter.</p> <ul style="list-style-type: none"><li>- CCTV will be completed for the laterals to be replaced, including from the lateral to the house for those we receive permission/obtain a right of entry agreement, if existing lateral conditions allow camera access from the sanitary sewer main - no major obstructions, joint offsets, etc.</li><li>- Any completed lateral videos will be shared with the property owner so they can assess the condition of their lateral not being replaced with this project (from the new connection at the right of way to the house). We will provide information regarding the MMSD Pipe Check program with the video information.</li></ul> <p>- Lateral replacements are typically completed in one work day, less than 8 hours. In addition to the project notifications the neighborhood will receive, the houses with lateral replacements will be individually notified. The construction contractor will notify the homeowner the day before the planned replacement, that their sanitary sewer will be out of service for several hours, asking them not to use any sinks, showers, washing machine, dishwasher etc. The contractor will notify the homeowner again the day of the planned replacement. Once the work is complete, the homeowner is notified its ok to use water again. We have not had any instances in last several years on projects including lateral replacement where the work was not completed in one work shift (8 hours). If this occurs, a temporary solution for reinstating the lateral service so water can be used overnight would be installed.</p>

## PPII Work Plan

September 26, 2024

Sewershed WA4004

Metershed MS0410

### 25-01 Wisconsin Avenue & 70th Street Improvements (PPII Sanitary Lateral Relay)

<b>Estimated Date</b>	<b>Activity</b>
September 2024	Submit Work Plan
December 2024	MMSD Approves and Executes Funding Agreement
December 2024	Finalize Bid Document Preparation
December 2024/January 2025	Advertise and Bid Project
February 2025	Award Contract
March 2025 - September 2025	Construction
November 2025	Submit Final Pay request

# Engineer's Estimate - Total Project Costs

Project Name: **25-01 WISCONSIN AVENUE & 70TH STREET IMPROVEMENTS (PPII LATERAL RELAY)** Date: 26-Sep  
 Project Location: **Wauwatosa - Wisconsin Avenue - N 68th St to N 72nd St** Estimate By: C. Jain

**EXAMPLE**

NO.	ITEM	UNITS	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	ex. Senior engineer	Hours	120	\$ 160.00	\$ 19,200.00	50.00%	\$ 9,600.00	Hourly Rates x LOE
2	ex. Construction Inspection	LS	1	\$ 5,000.00	\$ 5,000.00	100.00%	\$ 5,000.00	20% of Construction estimate

**Section 1: Engineering Costs**

NO.	ITEM	UNITS	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	City Engineer/Assistant City Engineer	Hours	12	\$ 180.00	\$2,160.00	0%	\$0.00	Hourly Rates x LOE
2	Senior Civil Engineer	Hours	120	\$ 160.00	\$19,200.00	0%	\$0.00	Hourly Rates x LOE
3	Civil Engineer	Hours	40	\$ 140.00	\$5,600.00	0%	\$0.00	Hourly Rates x LOE
4	Engineering Technician	Hours	100	\$ 120.00	\$12,000.00	0%	\$0.00	Hourly Rates x LOE
5	Administrative Assistant	Hours	20	\$ 100.00	\$2,000.00	0%	\$0.00	Hourly Rates x LOE
6	Construction Inspector	Hours	160	\$ 140.00	\$22,400.00	0%	\$0.00	Hourly Rates x LOE
<b>Total of Section 1</b>					<b>\$63,360.00</b>	<b>Section 1 MMSD \$ Reimbursement</b>	<b>\$0.00</b>	

**Section 2: Construction Costs**

NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	Sanitary Sewer Relay, PVC	LF	1270	\$ 240.00	\$304,800.00	0%	\$0.00	Historic Bid Prices
2	Televising Laterals	EA	22	\$ 950.00	\$20,900.00	100%	\$20,900.00	Historic Bid Prices
3	6-inch Sanitary Lateral Reconnection, PVC (22 Loc)	EA	22	\$ 700.00	\$15,400.00	100%	\$15,400.00	Historic Bid Prices
4	6-inch Sanitary Lateral Relay, PVC, Crushed Concrete Backfill (12 Loc)	LF	460	\$ 240.00	\$110,400.00	100%	\$110,400.00	Historic Bid Prices
5	6-inch Sanitary Lateral Relay, PVC, Slurry Backfill (10 Loc)	LF	400	\$ 350.00	\$140,000.00	100%	\$140,000.00	Historic Bid Prices
6	48-inch Dia. Precast Sanitary Manhole, (5 Loc)	VF	68	\$ 602.00	\$40,936.00	0%	\$0.00	Historic Bid Prices
7	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	100%	\$10,000.00	% of Construction estimate
8								
<b>Total of Section 2</b>					<b>\$642,436.00</b>	<b>Section 2 MMSD \$ Reimbursement</b>	<b>\$296,700.00</b>	

**Section 3: Totals**

<b>Total Project Costs (Section 1 + 2)</b>					<b>\$705,796.00</b>	<b>Total MMSD \$ Reimbursement</b>	<b>\$296,700.00</b>	
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**Requested Value of Funding Agreement:** This value should be rounded to a significant digit appropriate to the current phase of the project (conceptual, planning, design, pre-construction, etc) and should equal the value entered in Work Plan Application Section II, Question 2 **\$296,700.00**




**Assumptions and Notes:**  
 All design, plan preparation, and bidding administration will be performed by City staff. Construction inspection will be performed by City staff or a qualified consulting engineer contracted through the City's qualifications-based selection process. City staff time will be paid using City funds and reimbursement for City staff time is not being requested.  
 All public sanitary mains and manholes replacements will be paid for using City funds.





# CITY OF WAUWATOSA SANITARY SEWER IMPROVEMENTS

SEWERSHED WA4004  
METERSHED MS0410

-  METERSHED BOUNDARY
-  SEWERSHED BOUNDARY
-  PROJECT LOCATION BOUNDARY



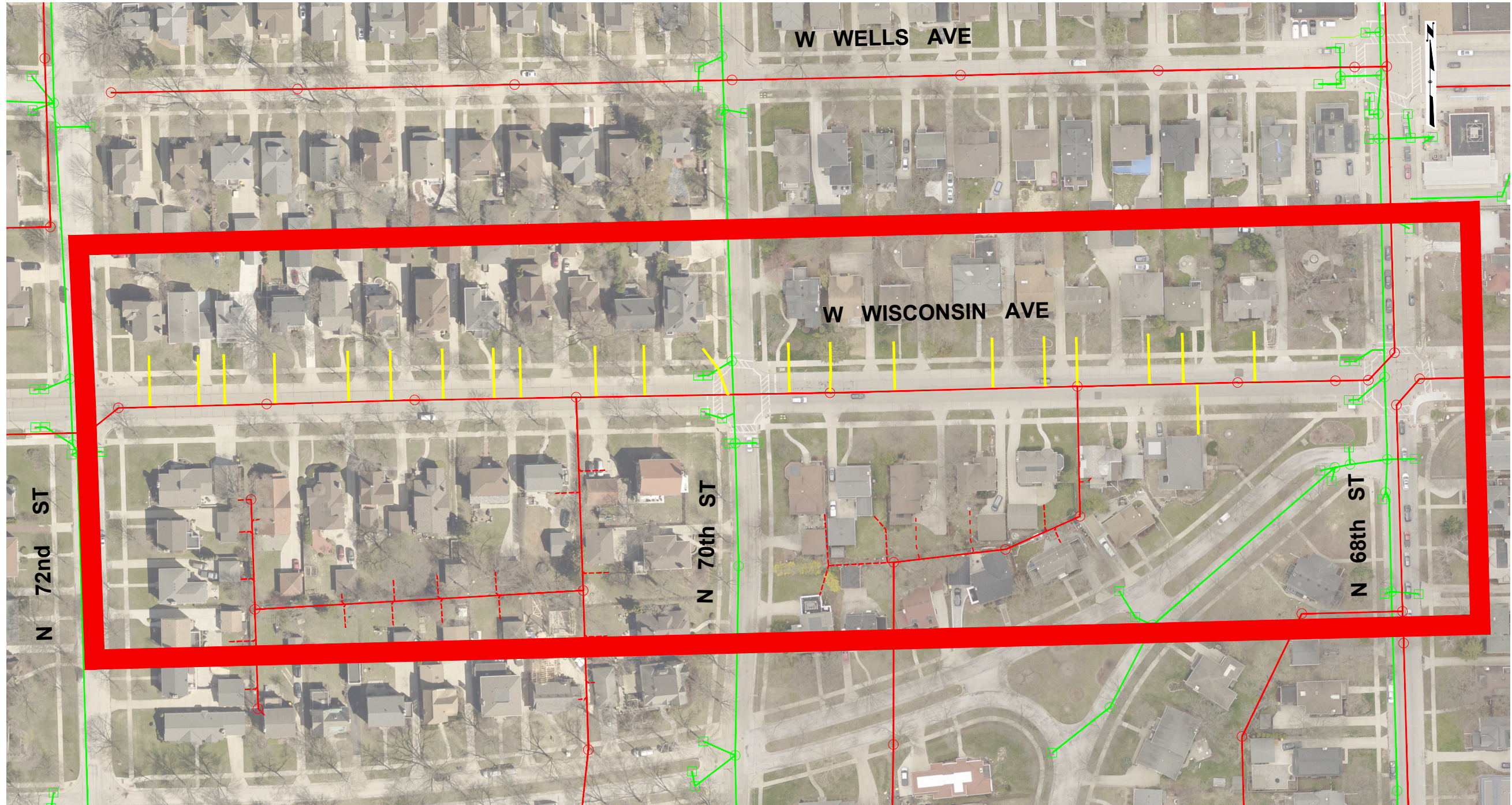




# CITY OF WAUWATOSA SANITARY SEWER IMPROVEMENTS

SEWERSHED WA4004  
METERSHED MS0410

- RELAYED SANITARY LATERAL
- SANITARY SEWER
- STORM SEWER
- PROJECT LOCATION BOUNDARY





**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. 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.
19. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
20. 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.
21. 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. 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:** The City will complete a warranty inspection of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding, shall be provided to the Contractor and the District within 15 days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete.
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):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

## APPLICATION FOR PAYMENT

### Change Order Summary

Approved Change Orders		
Number	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.

By:	Date:
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Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	(Date) _____
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	(Date) _____
	(Owner)	
Approved by:	_____	(Date) _____
	Funding Agency (if applicable)	

