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July 28, 2014

Mr. Jeffery S. Polenske, P.E.
City Engineer
City of Milwaukee
841 North Broadway, Room 701
Milwaukee, Wisconsin 53202

Subject: Funding Agreement MI04
Private Property Infiltration and Inflow Reduction Agreement

Dear Mr. Polenske:

Please review enclosed Funding Agreement MI04 between the City of Milwaukee and the Milwaukee Metropolitan Sewerage District. If acceptable, please endorse the three copies and return them to the District. Your copy will be returned once the documents are complete.

Please contact me at 414-225-2161 or jflogel@mmsd.com if you have any questions.

Sincerely,

Jerome Flogel, P.E.
Senior Project Manager

Enclosures

JF:jlr

Funding Agreement MI04

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Milwaukee (Municipality), with its municipal offices at 841 N. Broadway, Milwaukee, Wisconsin 53202.

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

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

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

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

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

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

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

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

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$445,625 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of quarterly invoices. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices may be submitted no more often than quarterly. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

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

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

4. Changes in Work and Modifications to the Agreement

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

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

5. Ongoing Reporting Obligation

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

6. Permits, Certificates and Licenses

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

7. Public Bidding

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

8. Responsibility for Work, Insurance and Indemnification

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

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

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

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

10. Exclusive Agreement

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

11. Severability

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

12. Applicable Law

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

13. Resolving Disputes

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

14. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

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

15. No Partnership

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

16. Assignment

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

17. Public Records

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

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF MILWAUKEE

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Jeff Polenske, P.E.
City Engineer

Date: _____

Date: _____

Approved as to form:

Attorney for the District

Attachment A

The City of Milwaukee is proposing a project to disconnect foundation drains and install sump pumps in selected homes located on N. 86th St. from W. Center St. to W. Chambers St.

This area was chosen within the Cooper Park demonstration area project because sanitary flows from these homes can be isolated and monitored to evaluate the results of foundation drains disconnection. Flow monitoring equipment located at the intersection of W. Center St. and N. 86th St has been installed to gather the required data.

Description of Work:

Disconnect foundation drains from approximately 50 homes in the Cooper Park neighborhood.

Location of Work:

Along North 86th Street from West Center to West Chambers.

Public Education/Outreach:

Currently, the Department of Public Works is working with the office of Alderman James A. Bohl, Jr. to educate residents in the proposed demonstration area about the project. A resident meeting explaining project details, why this area was chosen, schedule of construction and advantages to participation was held on March 26, 2014.

Alderman Bohl's website offers information regarding the proposed demonstration project and contact numbers. Mr. Zafar Yousuf of the City of Milwaukee Environmental Engineering Section is available to answer any questions, concerns, and complaints regarding the schedule, results, and construction of the entire project.

A letter describing the proposed work as well as a Right of Entry (ROE) consent form was mailed out to the residents on March 19, 2014. A second letter and ROE consent form was also mailed on Tuesday, May 13, 2014 to the owners that did not consent from the first mailing. This was an attempt to get higher homeowner participation. The department will also be going door-to-door to those homeowners who do not respond to the second letter.

Alderman Bohl's office is also reaching out to homeowners in an attempt to acquire their consent to participate in the pilot project.

Budget:

Disconnect foundation drains:

50 properties @ \$2,000 per property = \$100,000

*\$100,000 constitutes all costs associated with the foundation drain disconnection including locating drains, disconnecting drains, removing palmer valve, and site restoration.

Sump pump installation:

50 properties @ \$4,000 per property = \$200,000

*\$200,000 constitutes all costs associated with the sump pump installation including sump pump, discharge pipe, installation, and site restoration.

Dedicated electric circuit installation:

50 properties @ \$2,000 per property = \$100,000

*\$100,000 constitutes all costs associated with the dedicated electric circuit installation including permit fees, labor, and materials.

Total Construction Cost = \$400,000

Inspection 55 days @ \$375/day = \$20,625

Engineering = \$25,000

*Engineering will be paid for by City funds and inspection will be paid by MMSD funds

Total Engineering / Inspection / Public Outreach = \$45,625

Total Project Cost = \$445,625

Any additional funds that are not covered by MMSD will be paid for by City of Milwaukee funds. All additional cost, including initial public outreach and engineering, will be paid by the City's contract. If budget remains, the City will contribute up to \$20,000 towards District costs for flow monitoring analysis.

Schedule:

A tentative schedule of work is the following:

Letters were mailed out for homeowner consent on March 19, 2014

Sent additional notices to non-responsive homeowners on May 13, 2014
Finalize plans and bid out foundation drain disconnection contract on August 15, 2014
Pre-bid meeting with MMSD, Contractors, and the City on August 21, 2014
Open bids for the foundation drain disconnect on September 3, 2014
Pre-construction meeting with MMSD, contractor, and City on September 30, 2014
Foundation drain disconnection construction begins by October 15, 2014
Foundation drain disconnection construction completed March 15, 2015
*Assume approximately 1 disconnection will be completed per day

Progress meetings will be held with MMSD on a monthly basis to discuss the progress of the project. All properties in the foundation drain disconnection project will be bid out in 1 contract.

Once the project is complete, feedback forms requesting input from residents in the project area will be sent out to all participants.

Procurement:

The City of Milwaukee will be generating its own contract / plans / specifications for the foundation drain disconnections. All copies of plans / specifications will be provided to MMSD prior to bidding for their review / comments. Once the results bid results are received they will be delivered to MMSD.

Data Collection:

The main objective for this phase of the project is to eliminate additional sources of I/I by disconnecting foundation drains and installing a sump pump with a discharge to grade. Pre-construction flow monitoring data will be sent to MMSD consultants and will be analyzed prior to the start of construction. That data will be compared to post construction flow monitoring data. The City anticipates that the peak flow rate during rain events will decrease. This anticipated decrease in flow will ultimately lower the amount of I/I in the sanitary sewer, therefore reducing the chance of basement backups.

Deliverables:

The Deliverables are as follows:

1. Outline of project report with designations for responsible parties for collecting and reporting on results, performance, progress, and lessons learned.
2. Map of participating homes with electronic data base format of associated information

including without limitation: property tax i.d., address, and column categories of work performed by property including lateral lined, cleanout installed, sump pump installation, section repair, etc.

3. Public Involvement/Public Education program outline with a copy of distributed materials and promotional efforts.
4. Final version of project contract documents including but not limited to plans, specifications, and bidding documents.
5. Pre-work flow monitoring data and analysis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.
7. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer or municipal inspectors for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
10. Quality control and quality assurance reports by the contractor and/or municipal inspector submitted on a regular basis as work progresses.
11. Summary report upon completion of the project summarizing quantifiable results of the completed work based on pre-work estimates, measurements, or data collected. The report shall include a specific section reporting on the results of not only the construction process but also the PI effort including follow up contact with residents in the project area as included in the PI plan. The report shall include specific details on the results of the efforts in planning that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects.
12. The City will be responsible for reporting post work flow monitoring data for at least 2 years post work or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.