

Funding Agreement M10005MI09

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 North Broadway, Room 821, 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 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 through the District Private Property Infiltration and Inflow Policy (“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) February 3, 2025 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 \$999,000 for approved private property I/I costs incurred through the work described in Attachment A (“the Work”). The total project cost of \$1,100,000 is offset by Municipality funds and homeowner cost share. 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 (1) 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 (5) 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. As part of the statement which the Municipality may request in a bidder's proof of responsibility pursuant to Wis. Stat. § 66.0901(2), the Municipality shall require information concerning a contractor's inclusion on the District's Approved Contractor's List.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement 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 four (4) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All time and pay documentation for Municipality's internal staff time that is being requested for reimbursement;
- 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 25% 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 should be directed to the District Project Manager (PM):

Jerome Fogel, P.E.
Senior Project Manager II
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.

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 that arise with or are related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue. District shall report to the Municipality any problems that arise with or are related to the completed Work discovered in any inspections performed by the District during the same period of ten (10) years.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) 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 Commercial General Liability 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 the Agreement only for good cause, such as, but not limited to, material breach of agreement by the Municipality. In the event that the District determines that a material breach has occurred, and if District determines in good faith that the breach is curable, the District shall first provide Municipality with notice of the breach and 15 business days in which to either cure the breach or reach a mutually agreeable resolution to the breach; however, in the event that the District determines, in good faith, that the

breach cannot be cured or no resolution is reached within the 15 day timeframe, the District may terminate the Agreement. The Municipality may terminate the 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 effect.

17. Applicable Law

This Agreement is 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 attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

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 (3) 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 apparent 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

If the State of Wisconsin's Open Records Law, Wis. Stat. secs. 19.31 to 19.39, requires disclosure of a record related to this Agreement, then the Municipality and the District will cooperate to produce the record.

Milwaukee Metropolitan Sewerage
District

City of Milwaukee

By:

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

By:

Jerrel Kruschke, P.E. Commissioner of Public
Works

Date:

Date:

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2023 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: Jerrel Kruschke, P.E.	Municipality: City of Milwaukee
Mailing Address: 841 N. Broadway, Room 821, Milwaukee, WI 53202	
Phone #: 414-286-2400	Email: jkrusc@milwaukee.gov
Primary Contact: Robert Seleen, P.E.	Primary Contact email: rselee@milwaukee.gov
Primary contact phone #: 414-286-2465	
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: Jerrel Kruschke, P.E.	Position Title: Commissioner of Public Works
Name: City Attorney	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? \$ 999,000.00

3. What is the total number of properties in the project area? 50 (projected)

4. What is the assumed number of participating properties? 50

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.

Full sanitary lateral replacement from the connection point at the sanitary sewer main to the building's sanitary sewer cleanout. Initial inspection at each property will assess if downspouts and foundation drains are connected to the sanitary system, to CCTV both the sanitary and storm laterals to determine approximate locations and depths, and to dye test as needed. This inspection will be completed by the contractor and paid for by MMSD. Full replacement of lead service lines (LSLs) where applicable (an estimated 10 properties have LSLs). There have been 34 properties identified to-date, and it is anticipated a total of 50 properties will be identified by the end of 2023 and will be included in the project.

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.

The City of Milwaukee will be generating its own contract, plans, and specifications for the lateral replacement project. All copies of plans and specifications will be provided to MMSD prior to awarding a contract for their review and comments. The project will be inspected by City of Milwaukee Public Works inspectors who will be on site during construction documenting the progress and work completed. Department of Neighborhood Services plumbing and electrical inspectors and Milwaukee Water Works inspectors will also be involved in the inspection process. Daily construction reports and photos will be available for viewing of the work performed by the contractor. City of Milwaukee Environmental Engineering staff will also periodically inspect the site.

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 City of Milwaukee will be generating its own contract, plans, and specifications for the lateral replacement project. All copies of plans and specifications will be provided to MMSD prior to bidding for their review and comments. Once the bid results are received they will be delivered to MMSD.

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	<input type="checkbox"/> Pre 1940's <input checked="" 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?	0.15 <input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres																				
3. In this area, is it typical that foundation drains are connected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																				
4. What sewershed(s) or metershed(s) is this project located in? Sewersheds # MI4141, MI4010, MI5051, MI5016, MI4073, MI5147, MI3041, MI4073, MI6185, MI6106, MI1137																					
5. Approximate year sanitary sewer collection system was installed: 1953-2012																					
6. Collection system characteristics in project areas:																					
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Host Pipe Material(s): Mainlines</td> <td style="width: 25%;">Mainline</td> <td style="width: 25%;">Host Pipe Material(s): Laterals</td> <td style="width: 25%;">Lateral</td> </tr> <tr> <td><input checked="" type="checkbox"/> VCP</td> <td><input type="checkbox"/> Ductile Iron</td> <td><input checked="" type="checkbox"/> VCP</td> <td><input type="checkbox"/> Ductile Iron</td> </tr> <tr> <td><input type="checkbox"/> Cast-Iron</td> <td><input checked="" type="checkbox"/> Concrete</td> <td><input type="checkbox"/> Cast-Iron</td> <td><input checked="" type="checkbox"/> Concrete</td> </tr> <tr> <td><input type="checkbox"/> Asbestos</td> <td><input checked="" type="checkbox"/> PVC</td> <td><input type="checkbox"/> Asbestos</td> <td><input checked="" type="checkbox"/> PVC</td> </tr> </table>	Host Pipe Material(s): Mainlines	Mainline	Host Pipe Material(s): Laterals	Lateral	<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron	<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron	<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC	<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Pipe Size(s):</td> <td style="width: 25%;">8", 10", 12"</td> <td style="width: 25%;">Pipe Size(s):</td> <td style="width: 25%;">4", 6", 8"</td> </tr> </table>	Pipe Size(s):	8", 10", 12"	Pipe Size(s):	4", 6", 8"
Host Pipe Material(s): Mainlines	Mainline	Host Pipe Material(s): Laterals	Lateral																		
<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron	<input checked="" type="checkbox"/> VCP	<input type="checkbox"/> Ductile Iron																		
<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Cast-Iron	<input checked="" type="checkbox"/> Concrete																		
<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC	<input type="checkbox"/> Asbestos	<input checked="" type="checkbox"/> PVC																		
Pipe Size(s):	8", 10", 12"	Pipe Size(s):	4", 6", 8"																		
7. Within the project area, is the mainline rehabilitated?																					
<input type="checkbox"/> Yes <input checked="" 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.																					
The following locations were completed between 2010 though 2022 or are about to be completed during the 2023 construction season for relay/lining:																					
W. Roosevelt Dr. (Var. Locations) - N. 21st St. to N. 27th St. (Sanitary Sewer Relay) S. 17th St. - W. Euclid Ave. to W. Oklahoma Ave. (Sanitary Sewer Relay) Area Bounded By: W. Capitol Dr., W. Congress St., N. 68th St., and N. 76th St. (Sanitary Sewer Lining) Area Bounded By: W. Congress St., W. Melvina St., N. 60th St., and N. 65th St. (Sanitary Sewer Lining) Area Bounded By: W. Melvina St., W. Auer Ave., N. 83rd St., and N. Argonne Dr. (Sanitary Sewer Lining)																					

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.

Properties have been identified through the City's Storm Sewer Outfall testing program as defined in the City's Wisconsin Pollutant Discharge Elimination System (WPDES) Permit with the State of Wisconsin Department of Natural Resources (DNR). The City conducts tests to identify sources of sanitary wastewater that are entering the City's storm sewer system/rivers. If a home is suspected of contributing sanitary wastewater to the storm sewer a dye test is ordered by the Department of Neighborhood Services. Dye is introduced into the homes lowest plumbing fixture if dye is observed in the City's storm sewer main or not seen in the City's sanitary sewer main the property is considered to have "failed" a dye test and orders are issued for the property owner to repair the homes sanitary sewer lateral.

Smoke and dye tests were completed by the City of Milwaukee. Please find a detailed spreadsheet attached to this report titled "PROPOSED LOCATIONS FOR FULL LATERAL REPLACEMENT" for further details.

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

Knowing that these sanitary laterals are contributing sanitary wastewater to the storm sewer we are assuming that these properties are currently a source of inflow and infiltration into the sanitary sewer system. The properties are all owner occupied one or two family homes that have been unable to fix their laterals. These properties were unaware of the condition of their lateral prior to the City's dye testing and they have been cooperating with the City's plumbing inspectors. Prioritizing the full private sanitary sewer laterals replacement will reduce the amount of I/I entering the system.

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.

MS0407 (MI4141 & MI4010) - Compliant
MS0534 (MI5051) - Compliant
MS0541 (MI5016) - Compliant
MS0419 (MI4073) - Compliant
MS0541 (MI5147) - Compliant
MS0339 (MI3041) - Non-Compliant (No PPII)
MS0621 (MI6185) - Compliant
MS0618 (MI6106) - Compliant
MS0104 (MI1137) - Compliant

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p> <p>There are a total of eight wet-weather bypass pumps that are located near/within the scattered 34 identified properties city wide. Please refer to the attached spreadsheet "Pump run times.xls" for more details.</p>
<p>5. Does the project area have a history of CSOs or SSOs? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p> <p>Yes, there have been six (6) CSOs/SSOs between the eight (8) pumps over the last 10 years. Please refer to the attached spreadsheet titled "Pump run times" for more details.</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p> <p>Out of the 9 MMSD metersheds that the proposed work will take place in there were a total of 333 basement backups reported within the last 10 years. Please see the attached "MAP 3" for backwater locations relative to the PPII work.</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.? <input checked="" type="checkbox"/> Yes – go to item 8 <input type="checkbox"/> No – go to item 9</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>The existing pre-project data consists of failed dye tests that confirmed the property is contributing sanitary waste to the storm sewer system. The dye tests were performed between May of 2022 and present - please refer to the attached "PROPOSED LOCATIONS FOR FULL LATERAL REPLACEMENT" spreadsheet for more details.</p> <p>Please refer to "MAP 2" regarding the flow monitor locations within the City of Milwaukee. Due to the scale of the project along with the scattered locations through the entire City of Milwaukee, the City will not be able to provide pre- and post-lateral rehabilitation flow data to MMSD.</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.

Please see #8.

11. 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.

The homes will have a post-construction dye test performed to ensure that the sanitary wastewater is entering into the sanitary sewer and not the storm sewer.

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.

The costs for the lateral replacement including restoration will be paid for using MMSD's PPII funds. Properties that have an existing LSL will require the property owner to pay a portion of the private side of the lead water service replacement, with the remainder of the private side LSL costs covered by MMSD. The public side of the LSL replacement will be paid by Milwaukee Water Works however it will be under the same contract as the rest of the work, with MWW to reimburse DPW. Additional costs, including public outreach and engineering will be paid for by the City.

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

As the owner of the public side of the water service, MWW will pay for the public side of the LSL replacement. The homeowner is responsible for a fixed amount (\$1592) of the private side water service replacement, per City ordinance. We are requesting that the remainder of the private side LSL replacement be covered by MMSD since this project is taking place to meet MMSD objectives. The public vs. private side lengths of the LSL replacement is tracked by the MWW inspector that will be present.

100% of basement restoration shall be reimbursable by MMSD since most indoor restoration is a result of the sanitary lateral replacement.

Bid items such as permanent restoration, erosion control, barricading, and mobilization will be shared between MMSD and MWW, with MMSD covering these bid item costs in full for the estimated 40 properties without LSLs plus half of the cost for the remaining 10 properties with LSLs (resulting in a 90% cost share for MMSD).

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

City of Milwaukee/ DPW -Infrastructure Services Division/ Administration department

Name: Dennis Ancevic

Email: dancev@milwaukee.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.

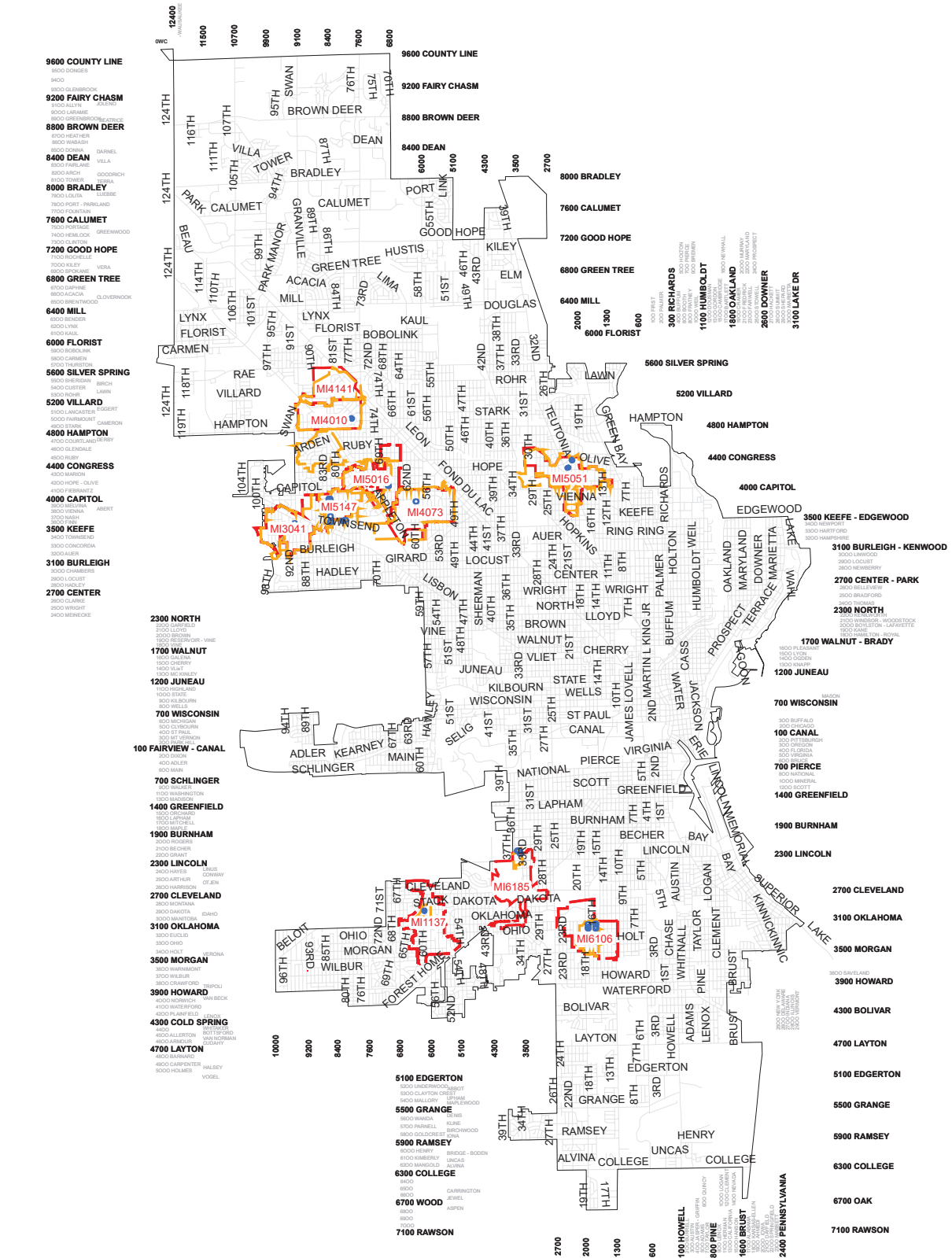
All of the homes in this project have already been or will be notified by the Department of Neighborhood Services that their sanitary sewer lateral is in need of repair. Notices will be sent to the property owners informing them about the City's goal of fully replacing their faulty lateral to correct their current issues.

Mr. Robert Seleen of the City of Milwaukee Environmental Engineering Section (EES) and DNS Plumbing inspectors will be available to answer any questions, concerns, and complaints regarding the schedule and results of the inspection project.

Before the project is bid, the City will assess the number of participants and evaluate the need to use additional informational tools to gain further project participation.

PPII - Full Sanitary Lateral Replacement

MAP 1



LEGEND

- Proposed Location for Full Sanitary Lateral Replacement
- City Sewershed
- MMSD Sewershed

Engineer's Estimate - Total Project Costs

Project Name:	MI09 - City Wide Sanitary Lateral Replacement	Date: 10/18/2023
Project Location:	Various Locations in the City of Milwaukee	Estimate By: EB

Section 1: Engineering Costs

NO.	ITEM	UNITS	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	Engineering	Hours	400	\$ 100.00	\$40,000.00	0%	\$0.00	Hourly Rates x LOE
2	Public Outreach	Hours	150	\$ 100.00	\$15,000.00	0%	\$0.00	Hourly Rates x LOE
Total of Section 1					\$55,000.00	Section 1 MMSD \$ Reimbursement	\$0.00	

Section 2: Construction Costs

NO.	ITEM	UNIT	QUANTITY	UNIT COST	ITEM COST	% MMSD Cost Share	Value of Reimbursement	Basis of Estimate
1	Initial Inspection	Each	50	\$ 358.60	\$17,930.00	100%	\$17,930.00	Quantity x Unit Cost
2	Copper Water Service Type "K" - Public Side	LF	315	\$ 55.00	\$17,325.00	0%	\$0.00	Quantity x Unit Cost
3	Copper Water Service Type "K" - Private Side - Homeowner Share	Each	10	\$ 1,592.00	\$15,920.00	0%	\$0.00	Fixed amount per City Ordinance
4	Copper Water Service Type "K" - Private Side - Remainder	LF	4	\$ 55.00	\$220.00	100%	\$220.00	Quantity x Unit Cost
5	Meter Setting	Each	10	\$ 500.00	\$5,000.00	100%	\$5,000.00	Quantity x Unit Cost
6	Internal Plumbing Piping	LF	50	\$ 15.00	\$750.00	100%	\$750.00	Quantity x Unit Cost
7	Sanitary Lateral Post-Construction CCTV	LF	3500	5	\$17,500.00	100%	\$17,500.00	Quantity x Unit Cost
8	Sanitary Lateral Warranty CCTV	LF	3500	5	\$17,500.00	100%	\$17,500.00	Quantity x Unit Cost
9	6" Dia. Sanitary Sewer Lateral	LF	3500	210	\$735,000.00	100%	\$735,000.00	Quantity x Unit Cost
10	Basement Restoration	Each	50	900	\$45,000.00	100%	\$45,000.00	Quantity x Unit Cost
11	Barricading and Traffic Control	Each	50	50	\$2,500.00	90%	\$2,250.00	40/50 + 1/2*10/50 = 90% (Portion w/o LSL + Half Portion w/ LSL)
12	Erosion Control	Each	50	50	\$2,500.00	90%	\$2,250.00	40/50 + 1/2*10/50 = 90% (Portion w/o LSL + Half Portion w/ LSL)
13	Mobilization	Each	50	1500	\$75,000.00	90%	\$67,500.00	40/50 + 1/2*10/50 = 90% (Portion w/o LSL + Half Portion w/ LSL)
14	Permanent Restoration	Each	50	1300	\$65,000.00	90%	\$58,500.00	40/50 + 1/2*10/50 = 90% (Portion w/o LSL + Half Portion w/ LSL)
15	Plumbing Permit	Each	50	112	\$5,600.00	100%	\$5,600.00	Quantity x Unit Cost
16	Inspection	Day	64	375	\$24,000.00	100%	\$24,000.00	Quantity x Unit Cost
Total of Section 2					\$1,046,745.00	Section 2 MMSD \$ Reimbursement	\$999,000.00	

Section 3: Totals

Total Project Costs (Section 1 + 2)	\$1,101,745.00	Total MMSD \$ Reimbursement	\$999,000.00
--	-----------------------	------------------------------------	---------------------

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 **\$999,000.00**

Assumptions and Notes:

--

SCHEDULE

CITY WIDE SANITARY SEWER LATERAL REPLACEMENT

Activity	Date
Complete Funding Agreement	12/28/2023
Letters mailed by	2/1/2024
Advertise Contract	5/15/2024
Award Contract	6/15/2024
Construction Begins	9/16/2024
Construction Ends	12/20/2024

*Assume approximately 1 lateral per day

ATTACHMENT B
Agreement Deliverables

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

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) 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 (1) 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 (3) 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 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 (1) 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 (5) days of the meeting.
9. A minimum of a three (3) day notice shall be provided to the District of all dye water testing work.
10. 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.
11. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
12. 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 reimbursement request, whichever occurs more frequently. All

ATTACHMENT B
Agreement Deliverables

QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

13. 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.
14. 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):

15. The Final Project Summary Report shall be submitted to the District SPM 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).
16. Copies of the 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.
17. Documentation of the limits of the lateral replacement 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 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.
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. 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 that 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; (6) and 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 (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 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, 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 Municipality and the District within fifteen (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 ten (10) years post substantial completion, 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:
-----	-------

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)	

