

Funding Agreement MI05

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 \$42,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of 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 Shafer, P.E.
Executive Director

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

Date: _____

Date: _____

Approved as to form:

Attorney for the District

Attachment A

Municipality: City of Milwaukee

Type of Work: Investigative

Title: Work Plan 5 – Evaluation of Flow Reduction Effectiveness of Past City Projects

Background

The City of Milwaukee has completed flow reduction projects on public property, either separately or in tandem with private property flow reduction efforts. In the near future, the City will determine how to continue with the Private Property Infiltration/Inflow (PPII) Reduction Program and will need to draft a policy for implementing this program City-wide. As a result, the City asked Brown and Caldwell to evaluate five areas with past flow reduction efforts to compare the flow removal effectiveness of public property efforts alone versus completing both public and private property efforts together.

Scope

The Scope of Work Plan 5 consists of evaluating the flow reduction effectiveness of up to five City projects, including:

- Re-evaluating the effectiveness of the public and private property work that was completed in the Cooper Park neighborhood. This evaluation occurred in 2013, but the City would like to repeat the evaluation now that there is an additional year of flow monitoring data (2014). Previous evaluation work by BC concluded that an effectiveness evaluation between each rehabilitation phase could not be completed because of limited useful data between each phase.
- Evaluating the effectiveness of the public and private property work that was completed in the Clemens School neighborhood. While both public and private work was completed, an evaluation of the effectiveness of each phase of work will not be completed because of limited useful data between each rehabilitation phase.
- Selecting and evaluating the effectiveness of flow reduction efforts for three other sites where work was completed only on public property. Brown and Caldwell will work with the City to select these sites, based on the locations of the work with respect to the monitored areas and the amount of usable monitoring data.

The following basic steps to these evaluations include:

1. General Project Management

2. **Meetings/Client Coordination** – Meetings will be held after BC’s initial data review, after the draft evaluation work has been completed, and after the draft technical memorandum has been delivered to the City. Up to three meetings are included in the scope.
3. **Selection of Sites** – Two sites have already been defined in this scope (e.g. Cooper Park and Clemens School). Three more sites are yet to be selected. Selection of these sites will depend on how well the rehabilitated area coincides with the monitored area and the quality of monitoring data. There are 30 possible sites, but the flow monitoring data will be reviewed for only five of these sites in the process of selecting the three sites that will be evaluated for flow reduction effectiveness.
4. **Data Review** – Data from up to 10 flow meters and five rain gauges will be reviewed.
5. **Model Setup** – Up to four pre- and post-rehab models will be created for the evaluations. The existing models will be used for the Cooper Park evaluation.
6. **Model Calibration: Pre-Rehab** - Up to five pre-rehab models will be calibrated for the evaluations.
7. **Model Calibration: Post-Rehab** - Up to five post-rehab models will be calibrated for the evaluations.
8. **Comparison of Pre- and Post-Rehab Results** – A comparison will occur on up to five pre- and post-rehab models.
9. **Technical Memorandum** – A single technical memorandum will be written that summarizes the results of all five evaluations. An Executive Summary will be included with this technical memorandum.
10. **Presentations** – One presentation will be prepared for City staff to present to the Capital Improvements Committee (CIC) and to the Public Works (PW) Committee.

Schedule

The desired schedule is to initiate this work order by January 19th and complete the flow evaluation process by March 20, 2015. City staff will present the findings to the Capital Improvements Committee (CIC) and to the Public Works (PW) Committee in April 2015. The final document development will depend on the available schedule for committee meeting times but it is expected that the final documents will be completed approximately two weeks following the City staff’s presentations to the committees.

Budget

A budget estimate of \$42,000 is established for this project (363 hours x \$116/hour average labor cost). This entire amount will be completed through the MMSD PPIIR Technical Services Contract M03063E02.

Deliverables:

1. Outline of project report with designations for responsible parties for collecting and reporting on results, performance, progress, and lessons learned.

2. Notification of project meetings with inclusion of the District in participation thereof.
3. Progress reports on project activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
4. 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 specific details on the results of planning efforts that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects.