

Funding Agreement M10005MI02

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, Section 66.0301(3) Stats., specifically provides that municipalities may cooperatively “provide a plan for administration of [a] function or project, which may include but is not limited to ... [the] formation and letting of contracts”; 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) April 1, 2022, 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 \$566,000 for approved private property I/I costs incurred through the work described in Attachment A (“the Work”). The total project cost of \$1,830,000 is offset by 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

- a. 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.
- b. 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. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

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 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 for compliance with Section 5 above 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 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

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review through a Comment Form

in the District's online application, eBuilder. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized. All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District every three (3) weeks while Work is being completed under this Agreement.

Each reimbursement request shall include:

An invoice from the Municipality clearly stating the requested reimbursement amount;

All approved contractor pay applications and other expense invoices;

All time and pay documentation for Municipality's internal staff time that is being requested for reimbursement;

All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

No consultant 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 thirty-percent (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 expiration of this Agreement.

Reimbursement requests, 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 Senior Project Manager (SPM):

Jerome Flogel, P.E
Senior Project 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.

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 warranty defects that arise with or 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.

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 one party the apparent authority to make promises binding upon the other party. Neither party has the authority to enter into contracts on the other's behalf.

21. Assignment

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

[Reserved]

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF MILWAUKEE

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

By: _____
Jerrell Kruschke, P.E.
City Engineer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the City of Milwaukee

ATTACHMENT A
Municipality Work Plan

2021 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 email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Jerrel Kruschke, P.E.	City of Milwaukee Municipality:
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:

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>\$ 566,000.00</p>
<p>3. Provide the scope of work that will be included in this work plan.</p> <p>The scope of work shall consist of rehabilitating the private sanitary laterals. The rehabilitation of the laterals shall be completed through relaying the laterals from the sanitary sewer mainline by the City of Milwaukee's contractor during the mainline relay project. The limits of the laterals replacement will be determined by the results of the closed circuit television (CCTV) inspection that is being performed by a contractor for the City of Milwaukee results will be evaluated case by case. The intentions are to relay as much of the laterals as feasible from the main to the back of sidewalk without causing trees to be removed or disturbing private landscaped surfaces.</p>	
<p>4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.</p> <p>The City of Milwaukee will be generating its own contract, plans, and specifications for the lateral rehabilitation project. All copies of plans and specifications will be provided to MMSD prior to awarding a contract for their review and comments. In addition a meeting will be held with MMSD prior to advertising the project to go over the plans and specifications. The project will be inspected by City of Milwaukee public works inspectors.</p>	
<p>5. What is the total number of properties in the project area?</p>	<p>58</p>
<p>6. What is the assumed number of participating properties?</p>	<p>46</p>
<p>7. What is your justification for the assumed participation rate?</p> <p> <input checked="" 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 type="checkbox"/> Other (Fill in Blank): </p>	

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?		0.18	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres
3. In this area, is it typical that foundation drains are connected?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. What sewershed(s) or metershed(s) is this project located in?			
Sewershed# MI3095			
5. Collection system characteristics in project areas:			
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):
1941	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Cast-Iron	<input type="checkbox"/> Ductile Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC	<input type="checkbox"/> Circular <input type="checkbox"/> Other
8-12			
6. 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.			
See response in box 7.			

7. Will public infrastructure work be contracted or completed with the private property work?

Yes No

If "Yes", provide details of the public work.

Based on CCTV inspection results of the sanitary sewer mains in 3600 blocks of S. 85th St, S. 86th St, and S. 87th St following last August's storm event it was determined that these mains need to be relaid based on their structural condition and leaky joints. The City is planning on advertising the sewer main reconstruction contract in the July of 2021. As part of this contract the City is looking to use PP/II funds to relay private sanitary sewer laterals. The results of the CCTV inspection will help the City determine which laterals to include in this contract. The City plans to inform the property owners of the Pipe Check program.

Additionally, these three blocks are a localized low point and the surrounding topography directs surface runoff to these blocks. In addition to the planned sanitary sewer projects the City is also planning on installing new storm sewers and additional storm water inlets in the area to capture surface runoff before it collects in the low points along these blocks. We are considering installing storm water laterals to the properties as part of this work too. The cost of the storm water laterals will not be paid for with PP/II funds.

8. 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. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and 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?

No, it was not funded under a previous PPII agreement

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

The City has installed flow monitors in this basin and pre rehabilitation data is available for review. Once the project is completed, the post lateral rehabilitation flow will be monitored and compared to the pre-rehabilitation flows. This information will be provided to the MMSD. The City is also CCTV'ing the sanitary laterals and has CCTV'd the sanitary sewer mains in this location and analyzed the sanitary and storm sewer hydraulics within this sewershed.

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

A high percentage of the properties in this area have experienced sanitary sewer backups (backwaters). Rehabilitation of the overall sanitary sewer system and improvements to the storm sewer system will reduce the amount of I/I entering the system, and reduce the risks for further backwater events. We are preparing public sanitary sewer main rehabilitation and additional storm sewer projects for 2021. To further reduce the amount of I/I in the sanitary system, we are going to rehabilitate the sanitary laterals in conjunction with the public main work.

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.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</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>MMSD's MIS system had SSO at 74th and Oklahoma the night of August 2-3, 2020.</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>There were 5 backwaters reported in this area in 2020. City staff has attended public meetings in August of 2020 and March of 2021 in this neighborhood and have heard residents say they have stopped reporting backwaters to the City because they feel nothing will be done to solve this problem.</p>
<p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data? <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 City has installed flow monitors in this basin and pre rehabilitation data is available for review. Once the project is completed, the post lateral rehabilitation flow will be monitored and compared to the pre-rehabilitation flows. This information will be provided to the MMSD. The City also has call center data showing the reported basement backups in this area, though it is believed the vast number of backups now go unreported.</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 the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

Pre construction flow monitoring data will be sent to MMSD consultants and will be analyzed prior to the start of construction.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Pre construction flow monitoring 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.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The main objective is to replace as much of the leaky clay sanitary sewer mains and clay building laterals at one time to reduce the number of joints and paths for I/I to enter into the sanitary system as a whole. We are hoping that by including the lateral relay work within a sanitary sewer main relay contract the costs for the individual laterals will decrease. We also hope to reduce the costs for a property owner to fully replace their lateral, as our project will not fully replace their lateral but will replace what is generally the most expensive part of the a lateral replacement, the work in the right-of-way. Most of the homeowners in this area have already been made aware of the Pipe Check Program and we hope that after our project they will be able to maximize their return on the incentives provided by Pipe Check.

Prior to any rehabilitation work that will take place the City will send flow monitoring data to MMSD consultants to 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 flowrate 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.

The City EES will prepare the project plans, specifications, and Right of Entry (ROE) form for work on private property. The ROE will be reviewed and approved by the City of Milwaukee Attorney's office.

If a funding agreement cannot be presented to the City of Milwaukee Common Council for approval by June 4th 2021, this project will miss the 2021 construction season.

VI. 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 start and finish, public outreach, deliverables, and reimbursements. 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.

VII. 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.

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 sources, and the value.

Engineering, pre-construction CCTV work, and public outreach will be paid for by City funds. The PP/II work and public infrastructure work will be happening at the same time and trying to determine which part of the inspector's day was spent on the PP/II project versus the City project will be inefficient. DPW (*estimates*) that the entire project will take 90 days to complete and that approximately one-third of that time will be devoted to lateral rehabilitation.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

The City is anticipates to submit reimbursement requests for materials every three weeks.

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: Yuliang Cao

Emial: ycao@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

6. 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 inspection 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.

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

The City of Milwaukee will be generating its own contract, plans, and specifications for the lateral inspection project. The intention is to have no overlapping bid items in the contract to make segregating pay items easy for City of Milwaukee construction inspection staff. 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.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Jerrel Kruschke, P.E.

Position Title: City Engineer

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

Name:

Position Title:

VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

This project is located in Alderman Mark Borkowski's district. We have informed the Alderman of the project, and he is in support of the project. The Department of Public Works (DPW) will be working with the Alderman to educate the residents in the project area, in a timely fashion.

Notices will be sent to the property owners to obtain consent to rehabilitate their sanitary laterals. We will be sending Right of Entry (R.O.E.) forms and an informational letter to all residents in the selected area.

The City of Milwaukee website will offer related information regarding the project and list the contact information for City personnel involved in the project. Mr. Robert Seleen of the City of Milwaukee Environmental Engineering Section (EES) 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.

The City will also require the contractor to elicit further participation during construction of the project.

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 SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method 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 SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
5. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

6. 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.
7. 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.
8. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
9. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
10. 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 SPM via email or other approved digital transfer method on a monthly basis or with 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.
11. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

12. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
13. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM via email or other approved digital transfer method. Each Right of Entry or Access 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 to inspect the work and determine the success of repairs. Municipality shall provide a copy of the Right of Entry or Access Agreement template to the District for review and approval prior to execution.
14. Municipality will be responsible for providing pre-work flow monitoring data.
15. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
16. Through the District Arc GIS Online database, or a spreadsheet using the District template (provided by the District upon request), submission of participating parcel information including without limitation: property tax id., address, and column categories of work performed by property.
17. 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 email or other approved digital transfer method.

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 Inflow and Infiltration 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 with in 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.