

Funding Agreement M10005EG02

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 St., Milwaukee, Wisconsin 53204-1446, and the Village of Elm Grove (Municipality) with its municipal offices at 13600 Juneau Boulevard, Elm Grove, WI, 53122.

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) September 29th, 2023, 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 \$430,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). 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 in the event that any are produced by the Municipality. Samples of all public involvement/public education documents produced by the Municipality 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. 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 only 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 prior to the award of the contract for the work 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 proposed 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

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 via email to its assigned PPII Project Manager. All contractor's 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 a minimum of three (3) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. Invoices from consultants shall state the hourly billing rates, the hours worked by individuals, and a summary of completed tasks.

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 the 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 Project Manager (PM):

Lauren Haydon
Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446
Village of Elm Grove Funding Agreement M10005EG02
Private Property Infiltration and Inflow Reduction
Page 3 of 6

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 or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of 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 seek to terminate this Agreement at any time but only for good cause. 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 between the parties, each agrees 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 each party's respective 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

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 be responsible for claims, demands, and causes of action directly related to the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage
District

Village of Elm Grove

By:

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

By:

David De Angelis, Village Manager

Date:

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2022 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: David De Angelis	Municipality: Village of Elm Grove
Mailing Address: 13600 Juneau Boulevard, Elm Grove, WI 53122	
Phone #: 262-782-6700	Email: ddeangelis@elmgrovi.org
Primary Contact: David De Angelis	Primary Contact email: ddeangelis@elmgrovi.org
Primary contact phone #: (262) 782-6700	
Consultant (if applicable)	
Firm: Ruekert & Mielke, Inc.	Consultant's PM's Name: Violet V. Razo
Consultant Email: vrazo@ruekert-mielke.com	Consultant Phone number: 262-542-5733

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?

\$ 430,000.00

3. Provide the scope of work that will be included in this work plan.

The work includes the rehabilitation of 21 sanitary laterals in the Terrace Drive Area, in the Village of Elm Grove. The sanitary sewer laterals were televised in 2017, as part of the investigative phase. The 21 selected laterals showed moderate to severe defects. The proposed work includes lateral root cleaning, lateral replacement by pipe bursting existing vitrified clay pipe (15 laterals), open-cut spot repairs (5 laterals), and chemical grout repairs (4 laterals). For the laterals being pipe burst or open-cut, the new lateral would terminate at a location as close to the building foundation as possible. The consultant and Village staff will coordinate with the property owners to determine exact location, taking into account any landscaping or hardscaping features along the lateral route. The connection between the existing pipe and new pipe will be made with a fernco that provides a watertight seal. The trench, ditch and pavement will be fully restored in-kind.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

- Public outreach and informational meeting: consultant, Village staff, District
- Onsite layout of lateral location and determination of replacement length: consultant, homeowner, Village staff
- Preparation of bidding documents and exhibits: consultant
- Bid procurement: consultant
- Bid evaluation and award of contract: consultant, Village staff, District
- Construction: contractor
- Construction review: consultant

5. What is the total number of properties in the project area?

21

6. What is the assumed number of participating properties?

18

7. 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):

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

Yes No

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

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 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.
- A north arrow, legend, and scale shall be included.
- Maps shall be at a 3:4 aspect ratio
- 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 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.

In 2017 the Village as part of its Investigative Work Plan (Funding Agreement 03) performed water testing and closed-circuit television inspection on 82 properties (41 properties in the Wrayburn Road Area and 41 properties in the Terrace Drive Area). This work was completed by Visu-Sewer, Inc. and summarized in a report titled "2017 Private Lateral Water Injection and Televising". External property inspections were also performed to investigate drainage and grading issues. These external inspections were completed by our appointed Village Engineer, Ruekert & Mielke, Inc. In 2019 a proposed lateral rehabilitation work plan was submitted but not approved due to concerns regarding lateral CIPP lining.

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

The chosen project area is considered a hotspot for surface flooding. The investigative CCTV inspection showed many laterals in this area with moderate to severe root intrusion or structural defects that allowed clear water into the sanitary sewer system. The homes in Terrace Dr Area were constructed in the 1950's and have clay laterals crossing under storm drainage ditches. Several storm drainage ditches run through backyards and side yards and are not under the control of the Village. This system is very susceptible to surface flooding during major storm events.

The rehabilitation approach was chosen because pipe bursting offers a cost-effective solution to replace old and deteriorating clay pipes with minor lawn disturbance.

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 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>According to SCADA data, we have not had any wet-weather bypass in the last 10 years. The last rain event that required a wet-weather bypass was on July 23, 2010, diverting 163,100 gallons.</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>Although we have not had any SSO's in the last 8-10 years, this area has had them prior. The bypass pumps have helped, as well as our drainage work, but it is still a high potential of SSO's during 100 year storm events or similar storms.</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>Nothing in the last 8-10 years.</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>In 2015, MMSD installed meter EG6089 at Terrace Dr (15105 Briaridge Ct) to gauge pre and post-construction conditions.</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.

In 2015, the MMSD installed a flow meter at Terrace Drive and Briaridge Court (EG6089) to gauge pre and post-construction conditions. The Village will also continue to monitor the bypass pump run times via their SCADA system. This flow information will be documented and used to quantify the effectiveness of the PPII program.

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

Flow monitoring from the MMSD installed meters and SCADA pump run times will be used to determine the performance results. Using rainfall gauges for the area and historical run times through SCADA, the Village has a good understanding of how their collection system performs during various rainfall events. These historical records will be compared to pump run times during similar duration storms post-construction.

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 goal of this project is to reduce the amount of clear water that enters in the sanitary sewer collection system via private property infiltration sources. SCADA records and MMSD metering data will be monitored post construction to gauge the results.

Another objective of the Village is to have a positive experience with its residents that will be part of the PPII program, and further educate the public on the effects of clear water infiltrating into the sanitary sewer system.

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.

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 Village anticipates to request reimbursement from the MMSD on a no more than monthly basis.

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

Consultant Ruekert & Mielke Project Manager Violet Razo will be submitting the reimbursement request on behalf of David De Angelis and the Village of Elm Grove.

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.

Professional services: the Consultant submits Task Order that details the scope of work and associated fees. Village approves Task Order at a staff or Board meeting. For this Funding Agreement, the Consultant will prepare a Task Order for design and bidding services, and second Task Order for construction review services.

Construction services: the Consultant on behalf of the Village will publicly bid and award the project to the lowest responsive bidder that is approved through the MMSD contractor and vendor list.

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

The Village intends to have this project fully funded through the MMSD PP I/I Program.

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: David De Angelis

Position Title: Village Manager

Name:

Position Title:

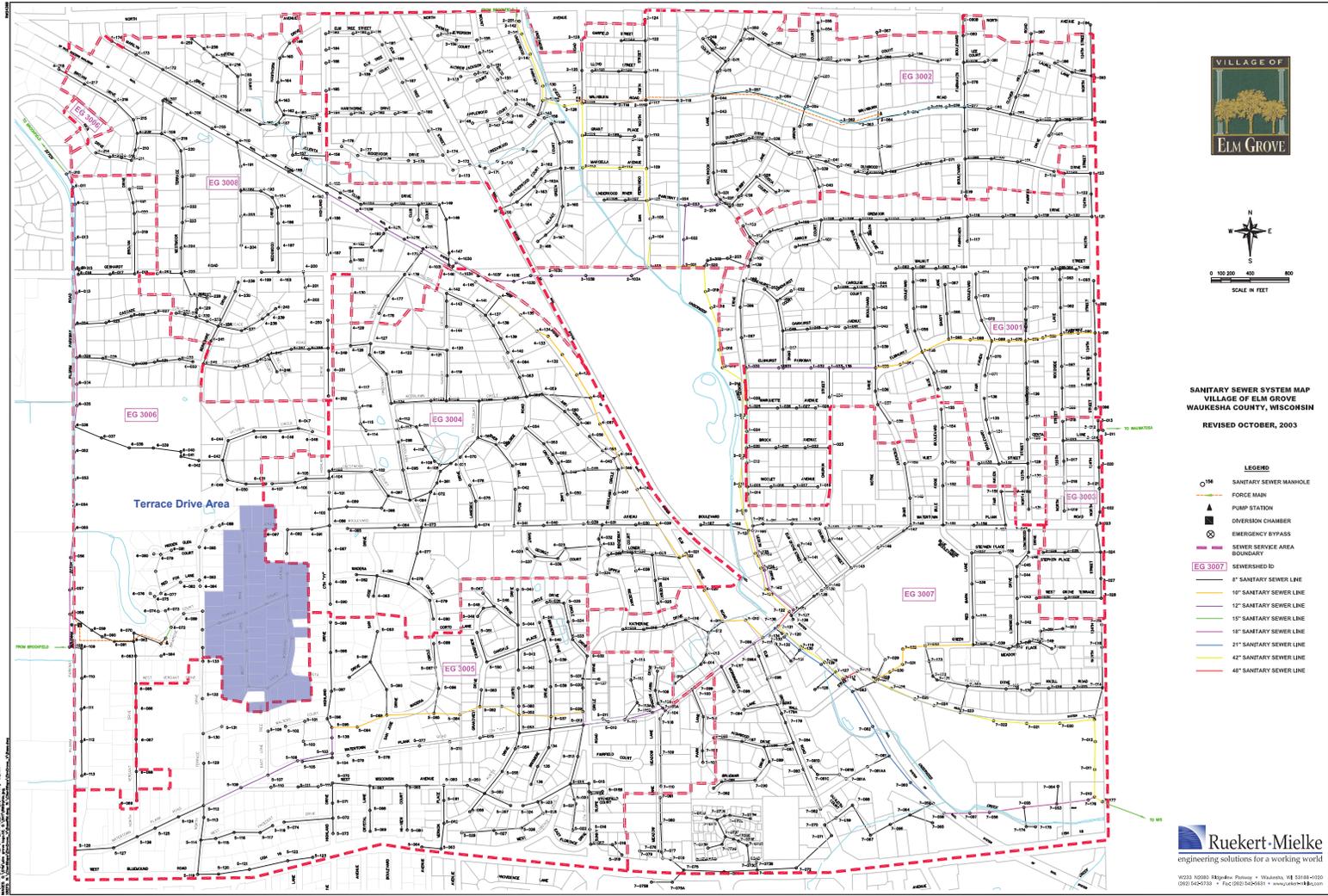
VIII. PUBLIC OUTREACH

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.)

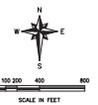
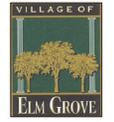
Public outreach is crucial for any public works project, but is especially crucial for projects that are located on private property. The Village intends to reach out the affected homeowners immediately after the Funding Agreement has been approved by the MMSD. This correspondence will be via mail and it will details the MMSD PPII Program and the overall goal of eliminating clear water from the sanitary sewer. The extent of the work, funding arrangements, schedule and next steps will be detailed in the letter as well. A second letter will be sent that includes more detailed information on each specific property, a right of entry agreement for a contractor to be onsite to complete the work, and an invitation to a public informational meeting.

The public informational meeting will be hosted by the Village and will be intended to educate the public on sanitary sewer collection systems and how clear water affects performance, the MMSD PPII Program and funding specifics, the extend of the construction work, and to get residents to sign up for the program.

The Village will also post information about the MMSD PPII program on the Village's website throughout the duration of the project. During construction, the consultant onsite inspector will continue with the public outreach and serve as the bridge between the residents, the Village and MMSD.



BASEMAP SOURCE: WAUKESHA COUNTY PARKS AND LAND USE



SANITARY SEWER SYSTEM MAP
VILLAGE OF ELM GROVE
WAUKESHA COUNTY, WISCONSIN
REVISED OCTOBER, 2003

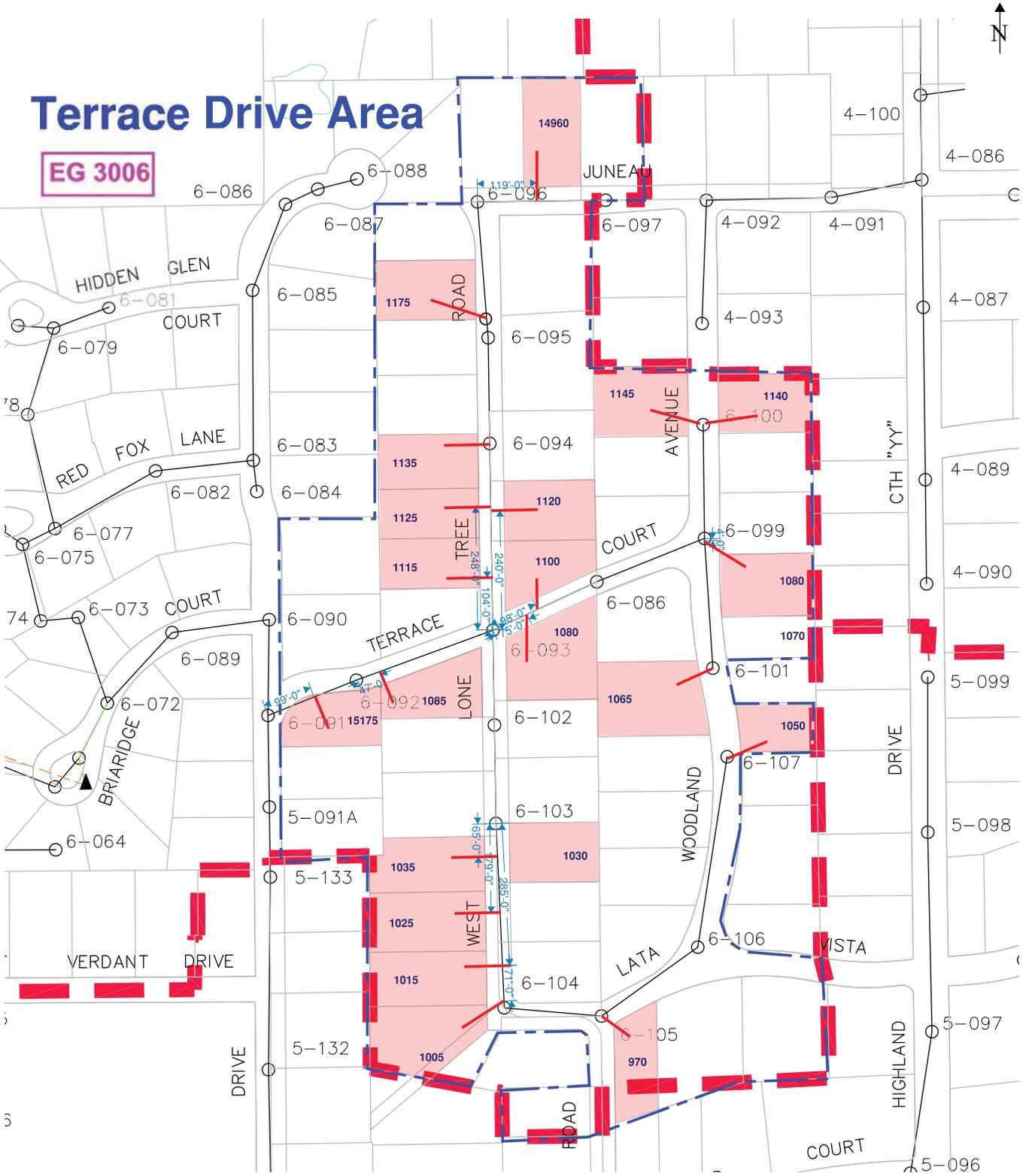
- LEGEND**
- 154 SANITARY SEWER MANHOLE
 - FORCE MAIN
 - ▲ PUMP STATION
 - ◻ DIVERSION CHAMBER
 - ◻ EMERGENCY BYPASS
 - ◻ SEWER SERVICE AREA BOUNDARY
 - EG 3007 SEWERSHED ID
 - 8" SANITARY SEWER LINE
 - 10" SANITARY SEWER LINE
 - 12" SANITARY SEWER LINE
 - 15" SANITARY SEWER LINE
 - 21" SANITARY SEWER LINE
 - 42" SANITARY SEWER LINE
 - 48" SANITARY SEWER LINE

Ruekert-Mielke
 engineering solutions for a working world
 W233 N2200 Highway, Pothung • Waukesha, WI 53188-1021
 (262) 536-7100 • FAX (262) 536-0881 • www.ruekert-mielke.com

EXHIBIT A

TERRACE DRIVE AREA PRIVATE LATERAL REHABILITATION

Project Location Map



Terrace Drive Area PPII Investigation Summary and Rehab Recommendations - Priority #4 and #5

Village of Elm Grove
 Project No. 38-10011.100
 Updated: September 9, 2022

Investigation Date: June, July, November and December of 2017
 Investigation By: Visu-Sewer

Visu-Sewer Report Order	Upstream MH	Downstream MH	Sewer Lateral Material	Address	Street	Tax Key Number	Televised Length	Water Injected	Priority Ranking	Lateral Root Cleaning	Recommended Rehab	Approx. Length	Comments
PRIORITY #5 - Terrace Dr Area (7)													
42	6-086	6-093	VC	1080	Lone Tree Road	1110-063	95	Yes	5	20	Pipe burst	110	Service off of Terrace Ct.; Multiple defects noted; Broken pipe 92' from main; trenchless rehab best option due to landscaping & driveway.
43	6-086	6-093	VC	1100	Lone Tree Road	1110-064	83.8	Yes	5	80	Pipe burst	95	Service off of Terrace Ct.; Multiple defects noted; Fracture in wye connection; trenchless rehab best option due to landscaping & driveway.
50	6-094	6-093	VC	1120	Lone Tree Road	1110-065	99.6	Yes	5	110	Open cut spot repair (at 64') and pipe burst	110	Multiple defects noted; CO at 64' from main needs to be abandoned or repaired; Additional 10' of rehab may be required.
54	6-097	6-096	CIPP/VC/PVC	14960	Juneau Blvd.	1099-098	100	Yes	5	10	Chemical grout at wye; Open cut spot repair (77-90')	23	VC lateral changing to PVC from 4.5' to 77' from main; Multiple defects noted in clay sections of lateral; Install chemical grout at wye connection, open cut spot repair for joint offset (77-90').
65	6-101	6-099	VC	1065	Woodland Ave.	1110-018	101	Yes	5	30	Pipe burst	105	Multiple defects noted incl. joint offsets, broken pipe, // drippers; trenchless rehab best option due to landscaping and length of lateral.
74	6-104	6-103	VC	1025	Lone Tree Road	1110-079	98.5	Yes	5		Open cut spot repair (0-46') and pipe burst remaining length (64')	100	Multiple defects noted throughout lateral; Recommended spot relay from main to 46' upstream to repair sag and pipe burst remaining lateral (54').
80	6-106	6-105	VC, located in MH 6-105	970	Lone Tree Road	1110-012	62	Yes	5		Pipe burst	62	VC lateral located in MH-105; Multiple defects noted; Constant clearwater flowing in lateral (possibly recharging water softener); If landscaping permits, spot relay to dimension change in pipe at 38.5' from MH; if unable to relay, pipe burst entire length.
7							639.9			250			
PRIORITY #4 - Terrace Dr Area (14)													
45	6-092	6-091	VC	15175	Terrace Ct.	1110-100	80	Yes	4	10	Chemical grout spot repair (0-10')	10	VC to PVC lateral at 20' from main; Multiple defects noted in VCP section; recommend chemical grout spot repair for runners (0-10')
48	6-092	6-093	VC	1085	Lone Tree Road	1110-083	78.5	Yes	4	10	Pipe burst	80	Multiple defects noted; reducer from 6" to 4" at 78' from main.
49	6-094	6-093	VC	1115	Lone Tree Road	1110-070	100	Yes	4		Pipe burst	100	Multiple defects noted along pipe, incl. offset joints, broken pipe at CO 53' from main (will need to remove or abandon); Unable to view last 5' of televising-camera under water.
51	6-094	6-093	VC	1125	Lone Tree Road	1110-071	100	Yes	4		Pipe burst	110	Crack at wye connection; Camera under water for approx. 73' of televising due to debris or sag; Obvious infiltration during water injection; lateral runs under brick driveway & landscaping.
52	6-095	6-094	VC, located in MH 6-094	1135	Lone Tree Road	1110-072	76.7	Yes	4		Pipe burst	110	Recommend pipe bursting entire length due to multiple offsets, separated joints & infiltration
53	6-096	6-095	VC, located in MH 6-095	1175	Lone Tree Road	1110-075	99	Yes	4	25	Pipe burst	110	Multiple defects noted throughout pipe section; CO at 77' from main needs to be abandoned or repaired; pipe bursting best option due to landscaping & driveway.
58	6-100	6-099	VC, located in MH 6-100	1140	Woodland Ave.	1110-066	100	Yes	4	100	Pipe burst	120	Multiple defects noted; medium roots throughout pipe length; pipe bursting best option due to landscaping & driveway.
60	6-100	6-099	VC, located in MH 6-100	1145	Woodland Ave.	1110-048	96.5	Yes	4	97	Pipe burst	100	Multiple defects noted; Camera under water from 10' to 25' from MH; pipe bursting best option due to driveway.
64	6-101	6-099	VC	1080	Woodland Ave.	1110-040	99.5	Yes	4	85	Open cut spot repair (30-40')	10	Lateral change material from VC to Conc 18' from main; part of lateral in 1100 Woodland Ave property. Recommend open cut spot repair for pipe fracture/runner. Additional cleaning/jetting for roots and deposits.
72	6-104	6-103	VC	1035	Lone Tree Road	1110-080	97	Yes	4	75	Pipe burst	86	Pipe burst to 86' upstream from main to cover last roots and landscaping in front of house.
75	6-104	6-103	VC	1015	Lone Tree Road	1110-078	100	Yes	4	80	Chemical grout runners (87-97)		Multiple defects noted; Prior repair 12.5' to 42' from main (PVC); Recommend additional cleaning/jetting for roots and deposits and chemical grout spot repair at runners (87-97).
76	6-104	6-103	VC	1005	Lone Tree Road	1110-077	100	Yes	4	100	Chemical grout runners (87-91')		VC lateral; Multiple defects noted; chemical grout spot repair at runner at 91'.
77	6-104	6-103	VC	1030	Lone Tree Road	1110-060	100	No	4	52	Open cut spot repair (0-10')	10	VC lateral; Multiple defects from roots; Wye connection cracked; lining best option due to driveway.
84	6-107	6-106	VC, located in MH 6-107	1050	Woodland Ave.	1110-037	91	Yes	4	84	Pipe burst	91	Multiple defects noted, incl. medium roots, offset joints, runners; pipe bursting best option due to landscaping.
14							1,318.2					718.0	
					TOTAL =		1,958					968	
Priority Ranking: 1 = Good Condition; 5 = Poor Condition													

VI. SCHEDULE

SCHEDULE OF THE WORK

Project Name: Terrace Drive Area - Private Lateral Rehabilitation

Client Name: Village of Elm Grove

Project No.: 38-10011.200

- | | |
|----------------------|---|
| 1 - August 25, 2022 | Submit PPII Work Plan to MMSD for lateral rehabilitation. |
| 2 - December 1, 2022 | MMSD Approves PPII Work Plan and provides Funding Agreement. |
| 4 - December, 2022 | Public outreach to property owners to inform them of the project. |
| 3 - Jan-Mar 2023 | Village/R/M prepare bidding documents for lateral rehabilitation. |
| 5 - January 18, 2023 | Public outreach to property owners to allow access to their private property. |
| 6 - February 8, 2023 | Public informational meeting. |
| 7 - March 9, 2023 | Village/R/M requests bids from Contractors for lateral rehabilitation. |
| 8 - April 3, 2022 | Village/R/M review submitted quotes and awards work. |
| 9 - May 11, 2023 | Preconstruction meeting with Contractor. |
| 10 - May 15, 2023 | Village notifies residents of project schedule. |
| 11 - June 1, 2023 | Contractor begins construction. |
| 12 - August 31, 2023 | Contractor completes construction. |

VII. FINANCIALS

ESTIMATED CONSTRUCTION COST

Project Name: Terrace Drive Area - Private Lateral Rehabilitation
 Client Name: Village of Elm Grove
 Project No.: 38-10011.200

Date Modified: 10/6/2022

Item No.	Description	Unit	Quantity	Unit Price	Total	Item Notes
Terrace Drive Area - 21 Laterals (Priority #5 and #4)						
1	Heavy Debris/Root/Hard Obstruction Cleaning Setup	Ea.	17	\$ 500.00	\$ 8,500.00	1 Setup per Lateral (MH, Mainline or Cleanout)
2	Heavy Debris/Root/Hard Obstruction Cleaning	L.F.	968	\$ 5.00	\$ 4,840.00	
3	Lateral Pipe Bursting	L.F.	1,443	\$ 180.00	\$ 259,740.00	Includes Hydro-Excavation and Restoration
4	Lateral Open Cut Spot Repair (Up to 10 LF)	Ea.	3	\$ 7,500.00	\$ 22,500.00	Assumed to be Outside of Paved Area
5	Lateral Open Cut Spot Repair (footage in Excess of 10 LF)	L.F.	69	\$ 240.00	\$ 16,560.00	Assumed to be Outside of Paved Area
6	Lateral Chemical Grout Spot Repair	Ea.	4	\$ 1,000.00	\$ 4,000.00	
7	2-Year Post-Construction Lateral Cleaning and Inspection Reporting	L.F.	1,960	\$ 5.00	\$ 9,800.00	
Total of All Estimated Construction Cost =				\$	\$ 325,940.00	
10% Contingency =				\$	\$ 32,594.00	
Construction Subtotal =				\$	\$ 358,534.00	
20% Engineering Services =				\$	\$ 70,710.00	
Estimated Total Project Cost =				\$	\$ 429,244.00	
Requested Funding Value (rounded) =				\$	\$ 430,000.00	

Estimated Engineering Cost - Final Report/Summary of Findings

Item No.	Engineering Task	Hrs	Hourly Rate	Total
1	Public Outreach - letter to residents, public info meeting and coordination w/ Village <i>Project Manager - E5 - Violet Razo</i>	8	\$ 175.00	\$ 1,400.00
2	Prepare bidding documents/exhibits, bid procurement <i>Administrative Assistant - AA</i>	8	\$ 88.00	\$ 704.00
3	Bid evaluation and award <i>Project Manager - E5 - Violet Razo</i>	14	\$ 175.00	\$ 2,450.00
4	Layout of lateral location and determination of replacement length <i>Project Manager - E5 - Violet Razo</i>	4	\$ 175.00	\$ 700.00
5	Construction Management (est. 12 weeks of construction) <i>Engineering Technician - ET1 - Hunter Reuteman</i>	8	\$ 112.00	\$ 896.00
	<i>Project Manager - E5 - Violet Razo</i>	48	\$ 175.00	\$ 8,400.00
6	Post-Construction - MMSD deliverables <i>Engineering Technician - ET1 - Hunter Reuteman</i>	480	\$ 112.00	\$ 53,760.00
7	Reimbursables and Mileage <i>Project Manager - E5 - Violet Razo</i>	8	\$ 175.00	\$ 1,400.00
Estimated Total Engineering Cost =				\$ 70,710.00

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 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.
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/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (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. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District PM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

ATTACHMENT B
Agreement Deliverables

12. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

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

14. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry/Access Agreements for each homeowner shall be submitted to the District PM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits of the lateral replacement 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.
17. Municipality will be responsible for providing pre-work flow monitoring data.
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. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. 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.
22. Provide all required 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.