



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, December 13, 2022
7:15 PM or immediately following Water
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. November 9, 2022 Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 4005** A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921
 - b. **RESOLUTION 4006** A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the Amount of \$151,140
- 4) Adjourn

Dated: December 13, 2022

/s/ Andrew Nerbun, Mayor

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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SEWER UTILITY DISTRICT COMMISSION

Wednesday, November 9, 2022

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Vacant Seat -- **Excused**

2) Approval of Meeting Minutes

a. October 27, 2022 Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Schneider

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk
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3) Ordinances

Action requested: review and recommend approval

- a. **ORDINANCE 2022-1632** An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2023 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements

Attachment: Min_Sewer Utility District 11-09-22 (8002 : November 9, 2022 Minutes)

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Commissioner Schneider
SECONDED BY: Commissioner Hansher

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

4) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3998** A Resolution Rejecting the Bids for a Back-up Pumping System at Lift Station E (Ranch Road)

Staff's recommendation to the Commission did not change with respect to the recent outage the city experienced. Staff is pursuing another option for a backup pumping system.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Hansher

AYES: Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

5) Adjourn

Respectfully Submitted,

Karen Schlereth
Administrative Secretary



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Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: December 13, 2022
SUBJECT: RESOLUTION 4005 A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, included a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget includes work in the Riverland Drive Lift Station "H" Area (LS H) to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration Reduction Program, and that includes multiple facets. These include televising and cleaning laterals, in addition to: (1) rehabilitation and grouting from mains; (2) locating laterals; (3) installation of external clean-outs; and (4) rehabilitation and grouting from external clean-outs.

Analysis

The contract documents to install clean-outs on building sewer laterals to complete necessary rehabilitation were advertised and three bids were opened, as summarized below for the LS H Area (see also Exhibit A).

Contractor	Amount
Globe Contractors	\$282,921
Mid-City	\$285,980
MJ Construction	\$300,815

The includes work on 34 laterals in the LS H Area. This is an addition to work on 117 laterals in the Riverdale Park Lift Station "F" Area that are to be completed by MJ Construction. This work will be completed in winter 2022-2023 as that will minimize expenses for restoration of lawns on private property and in the right-of-way.

MMSD allocates funding each year to Mequon for eligible expenses to complete sewer lateral work that reduces leaks and infiltration. In 2022, the Mequon allocation from the Milwaukee Metropolitan Sewerage District (MMSD) was \$229,351. Also, the MMSD released a competitive funding application process late this year, and that application is completed as Exhibit B. The competitive funding application is for \$282,921 to cover the amount of work in the LS H Area, yet that funding is not guaranteed. The funding application deadline is December 31, 2022. Completion of the work under this proposed contract is contingent upon MMSD funding, either

through competitive funding or annual allocation, unless use of the City's self-funding capital account is contemplated.

Fiscal Impact

The reimbursable PPI/I Account 610669-740006, receives an annual allocation to offset expenses. In spring 2023, an annual allocation of approximately \$229,000 is expected from MMSD. The project is anticipated for completion in spring 2023. MMSD allocates funding each year to Mequon for eligible expenses to complete sewer lateral work that reduces leaks and infiltration. This work is eligible for reimbursement.

With the accumulated annual allocations, the MMSD Commission approved a change order on November 21, 2022, in the amount of \$696,242 to complete this workplan under the funding agreement, where any remaining funds in that budget could also be used for this work in the LS H Area.

Recommendation

Staff recommends the Sewer Utility District Commission favorably endorse and the Common Council approve the contract award, contingent upon MMSD funding.

Attachments:

Exhibit A - Bid Item Details (#3566-22-C) (PDF)

Exhibit B - PPII_Competitive Funds Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4005

A Resolution Awarding a Contract for the Installation of Thirty-Four (34) Sanitary Sewer Building Lateral Clean-outs to Globe Contractors of Pewaukee, Wisconsin in the Amount of \$282,921

RECITALS

A. On August 26, 2021, the City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) in the amount of \$888,000 to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals, where this Funding Agreement was amended to a total budget amount of \$1,649,242.

B. A number of sewer projects were identified as part of the FY2023 Sanitary Sewer Budget adopted by the Common Council on November 9, 2022.

C. On September 1, 2022, the City of Mequon Department of Public Works Engineering Division received and reviewed various bids from qualified contractors to install clean-outs on laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

D. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

E. Staff recommends that Sewer Lateral Rehabilitation work to install 34 clean-outs on existing sanitary sewer building laterals in the Riverland Drive Lift Station “H” Area be awarded to Globe Contractors of Pewaukee, Wisconsin in the amount of \$282,921, contingent upon an increase in MMSD’s funding to the City of Mequon for 2023.

F. The Sewer PPI/I Account 611669-740006 is a reimbursable account with a sufficient balance to fund this project.

G. The Sanitary Utility District Commission at its meeting on December 13, 2022, endorsed staff’s recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Contract for Sewer Lateral Rehabilitation work to install 34 clean-outs on existing sanitary sewer building laterals in the Riverland Drive Lift Station “H” Area in the

amount of \$282,921 is approved and awarded to Globe Contractors of Pewaukee, Wisconsin, contingent upon an increase in the City's funding agreement with MMSD, and subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

Sanitary Building Sewer Lateral Cleanout Installation in Riverdale Park Lift Station ?F? Area and Riverland Drive Lift Station ?H? Area (#8279003)
Owner: City of Mequon
Solicitor: raSmith
09/01/2022 11:00 AM CDT

Exhibit A

\$282,921

				E MJ Construction, Inc.				Globe Contractors, Inc.		Mid City Corporation	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
LS F in ROW	1		1 Traffic Control	LS	1	\$100.00	\$100.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00
	2		2 Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	80	\$4,800.00	\$384,000.00	\$5,000.00	\$400,000.00	\$7,650.00	\$612,000.00
	3		3 Permanent Sanitary Building Sewer Lateral Cleanout Pavement Installation	EA	4	\$5,600.00	\$22,400.00	\$6,500.00	\$26,000.00	\$8,750.00	\$35,000.00
	4		4 4-Inch PVC Sanitary Building Sewer Lateral	LF	180	\$50.00	\$9,000.00	\$420.00	\$75,600.00	\$140.00	\$25,200.00
	5		5 6-Inch PVC Sanitary Building Sewer Lateral	LF	324	\$52.00	\$16,848.00	\$429.00	\$138,996.00	\$145.00	\$46,980.00
	6		6 4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	18	\$60.00	\$1,080.00	\$200.00	\$3,600.00	\$60.00	\$1,080.00
	7		7 Lawn Restoration; Watered Sod	SY	352	\$35.00	\$12,320.00	\$50.00	\$17,600.00	\$65.00	\$22,880.00
	8		8 Concrete Pavement Restoration	SY	2	\$1,500.00	\$3,000.00	\$300.00	\$600.00	\$500.00	\$1,000.00
	9		9 Asphalt Pavement Restoration	SY	15	\$300.00	\$4,500.00	\$200.00	\$3,000.00	\$225.00	\$3,375.00
	10		10 If Authorized, Shoulder Restoration	SY	6	\$45.00	\$270.00	\$100.00	\$600.00	\$100.00	\$600.00
	11		11 If Authorized, Sanitary Building Sewer Lateral CCTV Televising	LF	65	\$50.00	\$3,250.00	\$60.00	\$3,900.00	\$15.00	\$975.00
	12		12 If Authorized, Sonde Lateral Locating	LF	361	\$80.00	\$28,880.00	\$100.00	\$36,100.00	\$10.00	\$3,610.00
	13		13 If Authorized, Tree Removal	IN-DIA	240	\$40.00	\$9,600.00	\$100.00	\$24,000.00	\$40.00	\$9,600.00
	14		14 Landscaping Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	15		15 Landscaping Fence Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	16		16 Landscaping Vegetation Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	17		17 Landscaping Hardscape Restoration	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	18		18 If Authorized, Sanitary Building Sewer Lateral Cleanout Installation	EA	8	\$6,200.00	\$49,600.00	\$5,100.00	\$40,800.00	\$7,500.00	\$60,000.00
	19		19 Temporary Property Access	LS	1	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00	\$25,480.00
Base Bid Total:							\$590,328.00		\$821,776.00		\$871,280.00
Additive Bid #1:											
LS H in ROW	1A	1A	Traffic Control	LS	1	\$100.00	\$100.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
	2A	2A	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	16	\$4,800.00	\$76,800.00	\$5,500.00	\$88,000.00	\$7,650.00	\$122,400.00
	3A	3A	4-Inch PVC Sanitary Building Sewer Lateral	LF	21	\$5,600.00	\$117,600.00	\$431.00	\$9,051.00	\$140.00	\$2,940.00
	4A	4A	6-Inch PVC Sanitary Building Sewer Lateral	LF	75	\$52.00	\$3,900.00	\$435.00	\$32,625.00	\$145.00	\$10,875.00
	5A	5A	4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	3	\$60.00	\$180.00	\$200.00	\$600.00	\$60.00	\$180.00
	6A	6A	Lawn Restoration; Watered Sod	SY	70	\$35.00	\$2,450.00	\$50.00	\$3,500.00	\$65.00	\$4,550.00
	7A	7A	If Authorized, Shoulder Restoration	SY	2	\$45.00	\$90.00	\$100.00	\$200.00	\$100.00	\$200.00
	8A	8A	If Authorized, Sonde Lateral Locating	LF	145	\$50.00	\$7,250.00	\$116.00	\$16,820.00	\$15.00	\$2,175.00
	9A	9A	Temporary Property Access: ALLOWANCE of \$3,920	LS	1	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00	\$3,920.00
							\$212,290.00		\$155,816.00		\$148,240.00
Additive Bid #2:											
LS F F Priv. Prop	1B	1B	Traffic Control	LS	1	\$100.00	\$100.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00
	2B	2B	Temporary Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	4	\$4,700.00	\$18,800.00	\$5,600.00	\$22,400.00	\$7,500.00	\$30,000.00
	3B	3B	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	15	\$4,800.00	\$72,000.00	\$5,500.00	\$82,500.00	\$7,650.00	\$114,750.00
	4B	4B	4-Inch PVC Sanitary Building Sewer Lateral	LF	84	\$50.00	\$4,200.00	\$397.00	\$33,348.00	\$140.00	\$11,760.00
	5B	5B	6-Inch PVC Sanitary Building Sewer Lateral	LF	66	\$52.00	\$3,432.00	\$398.00	\$26,268.00	\$145.00	\$9,570.00
	6B	6B	Lawn Restoration; Watered Sod	SY	110	\$35.00	\$3,850.00	\$50.00	\$5,500.00	\$65.00	\$7,150.00
	7B	7B	Concrete Pavement Restoration	SY	2	\$1,500.00	\$3,000.00	\$300.00	\$600.00	\$500.00	\$1,000.00
	8B	8B	Additional Lawn Restoration: ALLOWANCE of \$10,000	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	9B	9B	If Authorized, Sonde Lateral Locating	LF	143	\$50.00	\$7,150.00	\$116.00	\$16,588.00	\$15.00	\$2,145.00
	10B	10B	Additional Driveway Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	11B	11B	Temporary Single Sweeping Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	6	\$6,200.00	\$37,200.00	\$4,200.00	\$25,200.00	\$7,400.00	\$44,400.00
							\$164,732.00		\$229,004.00		\$236,775.00
Additive Bid #3:											
LS H Priv. Prop	1C	1C	Traffic Control	LS	1	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
	2C	2C	Temporary Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	2	\$4,700.00	\$9,400.00	\$5,200.00	\$10,400.00	\$7,400.00	\$14,800.00
	3C	3C	Permanent Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	10	\$4,800.00	\$48,000.00	\$5,000.00	\$50,000.00	\$7,650.00	\$76,500.00
	4C	4C	Permanent Sanitary Building Sewer Lateral Cleanout Pavement Installation	EA	1	\$5,600.00	\$5,600.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00
	5C	5C	4-Inch PVC Sanitary Building Sewer Lateral	LF	69	\$50.00	\$3,450.00	\$435.00	\$30,015.00	\$140.00	\$9,660.00
	6C	6C	6-Inch PVC Sanitary Building Sewer Lateral	LF	15	\$52.00	\$780.00	\$436.00	\$6,540.00	\$145.00	\$2,175.00
	7C	7C	4-Inch to 6-Inch PVC Sanitary Building Sewer Lateral Reducer Fitting	EA	1	\$60.00	\$60.00	\$200.00	\$200.00	\$60.00	\$60.00
	8C	8C	Lawn Restoration; Watered Sod	SY	57	\$35.00	\$1,995.00	\$50.00	\$2,850.00	\$65.00	\$3,705.00
	9C	9C	Asphalt Pavement Restoration	SY	4	\$300.00	\$1,200.00	\$200.00	\$800.00	\$500.00	\$2,000.00
	10C	10C	Additional Lawn Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	11C	11C	Additional Driveway Restoration: ALLOWANCE of \$5,000	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	12C	12C	Temporary Single Sweeping Sanitary Building Sewer Lateral Cleanout Turf Installation	EA	1	\$6,500.00	\$6,500.00	\$4,200.00	\$4,200.00	\$7,400.00	\$7,400.00
	13C	13C	If Authorized, Tree Removal	IN-DIA	36	\$40.00	\$1,440.00	\$100.00	\$3,600.00	\$40.00	\$1,440.00
							\$88,525.00		\$127,105.00		\$137,740.00

Exhibit B

PPII Competitive Funds Application 2022

Each budget year, a Competitive Application Process will be conducted to provide the opportunity to acquire PPII Reduction Municipal (PPII-M) Program funding in addition to that available through the Annual Municipality Funding Allocations. Regardless of District Chapter 3 wet-weather performance compliance status, all municipalities are eligible to submit an application through the Competitive Application Process.

This form serves as the application to request Competitive Funds for a new Work Plan or for work scope and related costs supplemental to an existing Work Plan. If funding is awarded to a municipality through the Competitive Application Process, this application and the associated Work Plan (if applicable) will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this fillable-form and supporting document attachments via the MMSD Municipal Portal.

I. APPLICANT INFORMATION

Municipality:	Primary Contact Name:
Primary Contact Phone #:	Primary Contact Email:

II. FUNDING REQUEST

1. What is the total value of the request by the municipality for funding through the PPII Competitive Application Process?	\$
2. Will the requested competitive funds be for work scope and related costs supplemental to an existing Work Plan (approved or pending approval)?	☐ Yes ☐ No
<i>If YES, please proceed with completing this application form.</i> <i>If NO, please skip to question 7. Please complete a standard PPII Work Plan form and submit this PPII Competitive Funds Application with the PPII Work Plan as an attachment.</i>	
3. If the existing Work Plan has been approved through an executed MMSD Funding Agreement, what is the Funding Agreement number?	
4. If the Work Plan is pending validation/approval, please provide the municipality project name and the date the Work Plan was submitted to the District.	

III. SUPPLEMENTAL INFORMATION

5. Describe the scope of work changes associated with this request for Competitive Funds. Please include a comprehensive description of the scope of work with all relevant details such as added project area (streets, neighborhood, etc), added number of total properties in the project area, number of added assumed participating properties, additional change in work elements (ex. added foundation drain disconnect, added lateral rehab scope, added flow meters, etc.).

Note: If applicable, please submit the following attachments with your application:

- Updated project area map
- Updated Cost Estimate with units, unit costs, and totals
- Updated Engineering Costs with estimates for hours and billing rates by work phase. Include the assumptions used for the basis of construction, engineering, and labor costs that are part of the funding request.

6. Will there be any changes to the project schedule as submitted with the original Work Plan or included in the fully executed Funding Agreement?

☐ Yes ☐ No **Clean-out Installation from Winter 2022-2023 through Spring 2023**

Testing and Sealing Laterals from Summer 2023 through Spring 2024

If YES, please submit an updated project schedule with your application.

7. Please fill out **Column A** for each rehabilitation activity proposed to be completed through the project. Please fill it out based on the TOTAL number of participating parcels, including any parcels being added through this competitive funding request. Parcels can be counted more than once if there are multiple rehab activities being completed on the same parcel.

Rehab Activity	A. # Participating Parcels for this Activity
Sanitary Lateral Relay	
Sanitary Lateral Spot Repair (<65%)	
Foundation Drain Disconnection	
Storm Lateral Installed	
Grout – Abandoned connection	
Grout – Full lateral	
Grout – Connection only	
Grout – Partial lateral	

IV. EVALUATION CRITERIA SUMMARY

Title of Criteria	Criteria Max Points	Summary of Criteria
Public Awareness & Innovation Value	15	Applications that mention innovative infiltration and inflow reduction practices that have not been commonly implemented in the region, technology, public awareness, and visibility will be scored higher.
Management of Project	15	The District will consider the ability of the proposed Applicant to successfully manage all phases of the project including planning, design, construction phase engineering, construction inspection, post-construction/ warranty, and project communication. Past performance on meeting scope, participation goals, schedule, and budget for PPII projects will be considered.
Project Shovel Readiness	10	Projects that have previous design, planning, or investigative work completed and are ready for construction will be scored higher.
Budget Information	15	The application must document the cost information including the \$ request to the District and total project cost for each project element with supporting documentation. Projects with higher cost-share percentage in both monetary terms, in-kind contributions and secured matching funding will be scored higher.
Private Property Infiltration and Inflow Reduction	20	The application should state the quantity of each rehabilitation activity (E.g. Sanitary Lateral Relay) proposed to be completed with the requested funding. These quantities will be used by MMSD to evaluate the estimated clear water volume reduction per project parcel based on the District's Wastewater Pollutant Discharge Elimination System (WPDES) permit goal for PPII reduction. The application will also be evaluated based on the ability of the Applicant to quantitatively measure and report on the performance results of this PPII reduction project. Section IV of the Work Plan form will be used to assess the Applicant for this criteria. If the Applicant wishes to submit additional documentation to supplement Section IV of the work plan, it can be submitted to the District with this Competitive Funding Application.
Wet Weather Management & Compliance	10	Project areas with a history of wet weather management issues and that are not in compliance with District Chapter 3 rules will be scored higher due to the potential to eliminate infiltration and inflow from critical sewershed(s)/metershed(s). Please provide information and/or documentation addressing the following criteria if applicable to the project area. Project Evaluation Criteria: • Project area has non-compliant sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance • Project area has a history of CSOs or SSOs • Project area has had recurring basement backup reports in the past 10 years • Project area has permitted (or unpermitted) wet-weather bypass locations • Project area has pre-project baseline data (ex. Metering, lift station run time, bypass pumping, etc).

Title of Criteria	Criteria Max Points	Summary of Criteria
CDC Social Vulnerability Index 2018- USA- Over All SVI	5	Projects located in Low to moderate, Moderate to High, or High census tracts according to the data from the 2018 Social Vulnerability Index (SVI) will be awarded points based on the following scoring system: • 5 pts = High • 3 pts = Moderate to High • 1 pts = Low to Moderate • 0 pts = Low The Social Vulnerability Index (SVI) uses U.S. Census data to determine the social vulnerability of every county and tract. CDC SVI ranks each county and tract on 15 social factors. The SVI was created by the Centers for Disease Control and Prevention (CDC) / Agency for Toxic Substances and Disease Registry (ATSDR) / Geospatial Research, Analysis, and Services Program (GRASP). Use the below link for reference and determining if the project qualifies for the points only: https://www.arcgis.com/home/webmap/viewer.html?webmap=fbc1d626b7a8442c8c737ef80ed6b6b7
Completeness of Application	10	Points for completeness of application and components of completeness include: Requested information and documentation is concise, comprehensive, accurate, and well organized. The project description and scope of work is well defined and clearly described. Cost estimates are detailed, well organized, and realistic establishing a clear basis of the cost of the project. The elements, function, and purpose of project are readily relatable to the Program objectives based on the information provided. Revisions and iterations to achieve a complete application are minimal.
TOTAL POINTS	100	

Schedule Revised 11/23/2022

The following Schedule is outlined with major milestones.

M10005ME01 (Implementation in LS H&F Areas)

- *May 11, 2021 – Mequon SUDC/CC Authorized Funding Agreement, Res. 3842*
 - *July 26, 2021 – MMSD Commission Approved Funding Agreement*
 - *August 26, 2021 – Funding Agreement established*
 - *October 28, 2021 – SUDC Recommendation Bid Rejection (Sewer Lateral Work Exceeded Budget)*
 - *November 3, 2021 – Staff Requested proposal for Consultant Services to Re-Bid Lateral Work*
 - *November 9, 2021 – Common Council Rejected Bids that Exceeded Budget, Res. 3892*
 - *December 14, 2021 – Consultant Authorized to Revised Contract Document, Res. 3905*
 - *April 12, 2022 – Authorized Sonde Location to Northern, Res. 3947*
 - *April 12, 2022 – Authorized Lateral Inspection Services to Bloom, Res. 3947*
 - *May 10, 2022 – Authorized Testing and Sealing with Grout from Mains, Res. 3954*
 - *May 10, 2022 – Authorized Inspection of 3566-22-G1, Res. 3955*
 - *Summer 2022 Sonde Lateral Work Completed / raSmith processing Survey*
 - *September 13, 2022 – SUDC Authorized allocation of additional funding for ME01, Res. 3890*
 - *September 13, 2022 – Authorization for MJ to Install Clean-outs in LS F, Res. 3891*
 - *November 21, 2022 – MMSD authorized additional funding for ME01*
 - *December 2022 – Notice to Proceed for MJ Installation of Cleanouts Installations in LS F*
 - *December 13, 2022 – SUDC Authorization of competitive funding application for ME01, LS H*
 - *December 13, 2022 – Authorization for Globe to Install Clean-outs in LS H, pending funding*
 - *Winter 2022-2023 – Begin Clean-out installations*
 - *January 2023 – Advertise Testing and Sealing with Grout from Clean-outs*
 - *February 2023 – Award Testing and Sealing with Grout from Clean-outs*
 - *Spring 2023 – Continue Clean-out installations / Complete Plumbing Permits*
 - *Late Spring / Early Summer 2023 – Finish Clean-out installations and restoration*
 - *Late Summer / Early Fall 2023 – Begin Testing and Sealing of Laterals from Cleanouts*
 - *Winter 2023-2024 – Continue Lateral Work*
 - *Spring 2024 – Substantial Completion of Lateral Work, Restoration*
 - *Summer 2024 – Project Close-out Report, Reimbursement transmittal*
 - *Ongoing Meter Data Collection through significant wet weather events for trend analysis*
-



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Sewer Utility District Commission
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: December 13, 2022
SUBJECT: RESOLUTION 4006 A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the Amount of \$151,140

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, included a continuation of previous years' improvements to the City's sanitary sewers as pipes age and deteriorate. The budget included work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas to rehabilitate laterals and reduce leaks and infiltration. The sewer lateral work is part of the Private Property Inflow and Infiltration reduction program. In 2021, the Sewer Utility rejected bids that were beyond budgeted amounts and awarded a contract to raSmith to prepare documents to re-bid the work into separate contracts. There are four separate contracts that included: (1) grouting from mains; (2) locating laterals; (3) installation of external clean-outs; and (4) grouting from external clean-outs.

Bids were received for: (1) Gouting from Mains and Visu Sewer, Inc. is anticipated to begin this winter. (2) Locating laterals was completed by Northern Pipe, Inc. earlier this summer and the clean-out locations were based on that work. The third contract (installation of clean-outs) was advertised in fall and two contracts are being awarded to MJ Construction for the Lift Station F Area and to Globe Contractors for the Lift Station H Area. This work is eligible for reimbursement by the Milwaukee Metropolitan Sewerage District and requires full-time inspection services.

Analysis

Staff requested proposals for construction inspection and administrative services for the Sanitary Sewer Lateral Rehabilitation work from numerous local consulting firms with construction inspection divisions and experience in sewer lateral work.

Due to the unique nature of the sewer rehabilitation work and other firms' staff being committed to other projects, two firms responded to staff's request for qualified inspectors available to complete 1,720 hours of anticipated inspections. Submitted pricing is summarized as follows:

Consultant Inspection	Bloom	raSmith
Clean-out Installations	\$41,600	\$54,600
Rehabilitation from Clean-outs	\$38,400	\$50,400
Rehabilitation from Mains	\$57,540	\$75,600
Total	\$137,400	\$180,600

Bloom Consultants successfully completed inspection services for City of Mequon sewer work on the Cedarburg Road / STH 57 project and has been the construction management firm for WisDOT on that project.

Fiscal Impact

Funding is available for inspection of the lateral rehabilitation work in the Riverdale Park Lift Station "F" and Riverland Drive Lift Station "H" areas, with an added 10% contingency in the amount of \$13,740, in the Sewer PPI/I Account 610669-740006, and that is reimbursable by MMSD. The inspection services will be on a time-and-materials basis. The inspection fees are summarized in Exhibit A with the terms and conditions in Exhibit B. These terms and conditions were previously authorized for sewer lateral inspection services in summer 2022, under resolution 3955. That contract, #3566-22-S, was to locate sewer laterals and was successfully completed by Northern Pipe, Inc. with Bloom's inspection services.

Recommendation

Staff recommends that the Sewer Utility District Commission favorably endorse and the Common Council approve the award of the contract.

Attachments:

Exhibit A - Inspection Fees (PDF)

Exhibit B - Terms and Conditions (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4006

A Resolution Awarding a Contract to Inspect the Installation of Clean-outs and the
Rehabilitation of Sewer Laterals to Bloom Companies, LLC of Milwaukee, Wisconsin in the
Amount of \$151,140

RECITALS

A. The City of Mequon has the ability for the Milwaukee Metropolitan Sewerage District (MMSD) to reimburse eligible expenses that reduce infiltration and inflow from entering sanitary sewer building laterals.

B. The City of Mequon established a Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) to implement sewer lateral work that reduces infiltration and inflow into building sewer laterals in the Riverland Drive Lift Station “H” and Riverdale Park Lift Station “F” Areas.

C. A number of sewer projects, including this sewer lateral work, were included as part of the FY2022 Sanitary Sewer budget adopted by the Common Council on October 28, 2021.

D. On March 24, 2022, the City of Mequon Department of Public Works’ Engineering Division received and reviewed multiple proposals from consulting firms with qualified staff to inspect the rehabilitation of laterals in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

E. Construction inspection is necessary for sewer projects including the Sanitary Sewer Lateral Rehabilitation work, installing clean-outs, in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” Areas.

F. Staff recommends that the Inspection of the Sewer Lateral Rehabilitation work, including the installation of clean-outs in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” be awarded to Bloom Companies, LLC in the amount of \$151,140.

G. The Sewer PPI/I Capital Fund, 610699-740006, is eligible for reimbursement from MMSD with sufficient balance to fund this project.

H. The Sewer Utility District Commission at its meeting on December 13, 2022, endorsed staff’s recommendations.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Contract to Inspect Sewer Lateral Rehabilitation work in the Riverdale Park Lift Station “F” and Riverland Drive Lift Station “H” is awarded to Bloom Companies, LLC of Milwaukee, Wisconsin, in an amount of \$151,140, pending an increase in PPI/I funding from MMSD and subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

EXHIBIT A

City of Mequon - Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains

Task No	Task Description	Staff	Andrew Plier, PE	Christina Barry, PE	Helen John	Will Brown	Leann Wurtzinger	Task Totals	
		Project Role	Project Manager	Construction Manager / Senior Engineer	Staff Engineer / Backup Resident Inspector 2	Primary Resident Inspector	Survey Tech / Backup Resident Inspector 1	Hours	Costs (\$)
		Rate (\$/Hr)	\$158	\$122	\$93	\$78	\$75	*Expenses	
	Construction Administrative Services								
1	Meetings (13)		0	13	0	13	0	\$0	\$2,600
2	Submittals and RFIs		0	20	20	20	0	\$0	\$5,860
3	CA Services		20	20	20	100	0	\$0	\$15,260
	Sub-Total (Task 1-3) CA Services		20	53	40	133	0	\$0	\$23,720
	Construction Inspection Services								
4	Sonde Locating (25 days)		0	0	0	150	50	\$700	\$16,150
5	Clean-out Install (65 days)		0	0	0	480	40	\$1,170	\$41,610
6	Grouting From Mains (90 days)		0	0	0	640	80	\$1,620	\$57,540
7	Grouting From Cleanouts (60 days)		0	0	0	440	40	\$1,080	\$38,400
	Sub-Total (Task 4-7) Inspection Services		0	0	0	1710	210	\$4,570	\$153,700
	Post Implementation Reporting								
8	Flow Data (12 months)		4	16	32	0	0	\$0	\$5,560
9	Flow Data (up to 36 months)		2	12	24	0	0	\$0	\$4,012
10	Update Lateral Records		2	4	12	0	0	\$0	\$1,920
	Sub-Total (Task 8-10) Inspection Services		8	32	68	0	0	\$0	\$11,492
	Various On Call Inspections								
11	On Call Inspection for Site Development		2	8	0	70	0	\$144	\$6,896
12	On Call Inspection for I43 and STH 57 Utility Coordination		2	8	0	70	0	\$144	\$6,896
	Sub-Total (Task 11-12) Various On Call Inspections		4	16	0	140	0	\$288	\$13,792
	PROJECT TOTALS:		32	101	108	1983	210	\$4,858	\$202,700

* Expenses include gas and survey equipment fees

Attachment: Exhibit A - Inspection Fees (RESOLUTION 4006 : A Resolution to Award a Contract for

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (Bloom Project # BM1-3952) is entered into between City of Mequon (Client) and Bloom Companies, LLC (Bloom), with respect to the City of Mequon Project # 3566-22, Consultant Inspection Services for Various Work on Building Sewer Laterals and Sanitary Sewer Mains (the Project) and Client's requirement for certain professional services in connection with the Project (the Services) which Bloom is prepared to provide.

1. Bloom shall provide the Services described in the originally submitted proposal dated March 24, 2022.
2. Client shall pay Bloom on a Time and Expenses basis in accordance with Attachment A for all authorized tasks. The Client shall be responsible for providing Bloom with all relevant background information required to complete all tasks associated with the scope of work as described in the originally submitted proposal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Unless expressly provided for in any Attachments hereto, Bloom has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to Bloom, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
5. In the event that all or any portion of the work prepared or partially prepared by Bloom is suspended, abandoned, or terminated, the Client shall pay Bloom all fees, charges, and expenses incurred to date of receipt of written notice of suspension or termination, unless such termination is the result of a breach of this Agreement by Bloom. Bloom reserves the right to withhold documents and information until fees for such services are paid in full.
6. Bloom cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. Bloom shall act only as an advisor in governmental relations. Such delays as caused by said occurrences, if not solely the result of Bloom's failure to meet submittal deadlines, may result in adjustments to said schedule and estimates/fees upon negotiation with, and agreement by, the Client.
7. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement.
8. All documents prepared by Bloom pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Bloom. Bloom shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the

Services shall remain the property of Bloom.

9. All electronic files transferred to the Client or his Designee by Bloom are provided solely for the convenience of the Client and are warranted only to the extent that they conform to the original document(s) produced by Bloom. All electronic files are transmitted in trust for the sole use of the Client and his Designee and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the Client. Any alterations to or tampering with the files shall constitute the agreement of the Client to release, defend and hold harmless Bloom from all claims and causes of action by said Client and third parties.

10. All design recommendations provided to the Client by Bloom will be based on information provided to Bloom prior to the final submission of the project documents. In the event that the information provided to Bloom is materially different than the actual conditions, Bloom cannot guarantee the design recommendation will be valid at the time of design, and Bloom shall not be held accountable for faulty, inaccurate, or incomplete designs.

11. Payment for invoices are due upon receipt, amounts outstanding after 30 days from the date of the invoice will be considered delinquent and subject to a service charge of 1½% compounded monthly. Invoices will usually be sent monthly for work performed the previous month. Client understands, and agrees to pay for all services rendered regardless of Client's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The Client shall provide Bloom with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices submitted. Bloom reserves the right to immediately suspend work and/or terminate this agreement due to the lack of timely payment of uncontested invoices by the Client. The Client further agrees to pay Bloom any and all expenses incurred in recovering delinquent amounts due, including attorney's fees and court costs.

12. Both parties agree that all disputes, including but not limited to errors, liability, claims for service and fees, expenses, losses, etc., shall, at the sole and exclusive option of Bloom, be submitted for mediation. Any fees and/or expenses charged by the mediator shall be shared equally between Bloom and Client.

13. In the event the Client requests Bloom to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Bloom for review at least 15 days prior to the requested date of execution. Bloom shall not be required to execute any certificates or documents that in any way would, in Bloom's sole judgment, (a) increase Bloom's legal or

contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Bloom having to certify, guarantee or warrant the existence of conditions whose existence Bloom cannot ascertain.

14. The Services provided for in this Agreement are for the sole use and benefit of Client and Bloom. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Bloom.

15. Bloom shall maintain professional and general liability insurance affording protection against injury to persons or property and affording protection in amounts no less than \$1,000,000 per occurrence.

16. To the fullest extent permitted by law, Bloom's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Bloom and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Bloom's negligence bears to the total negligence of Client, Bloom, and all other negligent entities and individuals.

17. To the fullest extent permitted by law, Bloom shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to

reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Bloom or Bloom's officers, directors, partners, employees, and consultants in the performance of Bloom's services under this Agreement.

18. To the fullest extent permitted by law, Client shall indemnify and hold harmless Bloom, Bloom's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other Blooms, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.

19. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

IN WITNESS WHEREOF, Client and Bloom have executed this Agreement, effective as of _____.

City of Mequon (Client)

Signature _____

Name _____

Title _____

Date _____

Bloom Companies, LLC, (Bloom)

Signature _____

Name _____

Title _____

Date _____

Mathew P Tharaniyil

President

04/22/2022

