

MEMORANDUM of UNDERSTANDING
Interceptor System Rehabilitation
Heart of the Valley Metropolitan Sewerage District

This **Memorandum of Understanding (MoU)** is entered into by and between the **Heart of the Valley Metropolitan Sewerage District (District)** and the **Village of Combined Locks (Village)** (collectively **Parties**) as of the latest date identified below.

Summary of Topics

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A. Recitals

1. The **District** owns and operates **wastewater sewerage infrastructure** that includes a gravity interceptor sewer system and wastewater treatment facility. The interceptor system (**Exhibit A1**) generally follows the **Fox River**, canals, locks and levee systems. The infrastructure provides critical service to the residents and businesses in the **Member Communities**.
2. The interceptor system (reinforced concrete mains and structures) are being deteriorated from Microbial Induced Corrosion (MIC). The MIC is resulting primarily from elevated "nutrient" loads in the wastewater. The MIC cannot be effectively stopped.
3. The infrastructure must be repaired and protected with pipe lining and coating systems. "Doing Nothing" is not a reasonable solution and will only postpone future more expensive repairs.
4. The Work must be coordinated between the **District, Member Communities** and public / private parties. Key construction activities generally include but are not limited to a) diverting wastewater flow through bypass pumping lines (land and marine) and b) both marine and traditional vehicle access to the Work areas.
5. The following summarizes key communication dates that shared narrative descriptions, plan / working drawings and Work concepts leading to teleconferences and in-person working meeting(s). These ideas were collectively incorporated into the **Contract Documents**.
 - a. **2021 03/25, 06/30, 10/28, 11/03, 11/04**
 - b. **2022 01/05, 01/25, 02/17, 04/05, 04/25, 05/09, 06/29, 08/19, 08/22, 08/23, 08/30, 10/26, 11/04**
 - c. **2023 05/17, 08/09, 08/22, 11/02**

B. Terms

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1. **Authority.** The **Parties** have authority to enter into this **MoU** under **Wisconsin Statutes § 66.0301 (2)**.
2. **the Rehabilitation Project.** The **Parties** hereby identify their understanding that the **District** may proceed with the Project in Work areas by and between the subject **Parties** based on the following **terms**:

- a. **Work Start.** The Rehabilitation Project may not begin in **Village** properties (not including public rights of way and easements) until on or after the respective **Parties** execute this **MoU** or as the **Parties** otherwise agree.

- b. **Work Areas - General.** The Work areas are recognized as temporary limited construction easements (**TLE**) and are subject to common law. The **TLE** related to this Project expire when the project reaches "final completion." The proposed rehabilitation will directly affect the **Village** as the **District** performs the following general Work:
 - 1) Drawing **Exhibits B.1** and **B.2** identify the Work Areas and construction activities in the **Village** Corporate Limits, and that affect the **Member Communities** and public / private parties.
 - 2) In general the Work will be performed within existing rights of way, easements (including **TLE**) and on public lands / waters of the **State**.
 - 3) The following generally summarizes typical construction activities that may impact the **Village, Member Communities** and public / private parties:
 - a) marine / shoreline access
 - b) conventional land vehicle access
 - c) bypass / divert wastewater flows (bypass pump) both marine and land
 - d) staging / storage equipment and materials
 - e) excavation / grading related to vehicle access and structures
 - f) cured in place pipe liner (CIPP)
 - g) protective coat structure interior surfaces
 - h) reconstruct / modify / replace structures
 - i) restore Work areas

- c. **Work Areas - related to Village.** The following generally describes construction activities that affect the **Village**.
 - 1) **vehicle / truck routes.** **Exhibit B.1** identifies required construction vehicle routes that generally include:
 - a) public rights of way
 - b) easements of record
 - c) **DeBruin** cth **HH**
 - d) **Elm**
 - e) **Prospect** cth **Z**
 - f) **State**

 - 2) **marine / shoreland access (n / a)**

 - 3) **bypass wastewater**
 - a) **meter station 1 (ms 1) WSI and Prospect, meter station 10 (mh 60B) Elm and State.** Wastewater will be pumped using diesel / genset equipment.
 - b) **meter station 4 / 7 (ms 4 / 7) Kampo.** Wastewater will be pumped using electric equipment. The electric pumps will be served from temporary **Kaukauna Utility** 3-phase service lines.

- c) **Exhibits B.2a** identify the respective bypass sites.
 - d) **ms 1 - Prospect. Exhibit B.2a Drawing 46** identifies site access, public rights of way traffic control and bypass equipment.
 - e) **ms 10 / mh 60A - Elm and Prospect. Exhibit B.2a Drawing 45** identifies site access, bypass staging area and bypass equipment at **mh 60B (Kimberly trunk sewer)**. The **Village** is allowing the bypass wastewater to be temporarily discharged to **Village mh E10**. This avoids additional bypass related costs.
 - f) **mh 51B and 52B - State and Pump. Exhibit B.2a Drawing 47** identifies site access and bypass equipment at **mh 51B and 52B (Village and Darboy Sanitary District trunk sewers)**. The bypass equipment will "rotate" between the two (2) manholes as the **District** rehabilitates downstream structures.
 - g) **ms 4 / 7 - Pump. Exhibit B.2a Drawing 48** identifies site access and bypass equipment at **ms 4 / 7**. The **District** has employed **Kaukauna Utility (KU)** to install a temporary electric service at **ms 4 / 7**. The temporary service will be removed when related Work is complete
- 4) **CIPP liner (n / a)**
- 5) **structure modifications and rehabilitation. Exhibits A.1, B.2a Drawing 45 and B.2b** identify the respective structure and modifications and interior rehabilitation sites.
- 6) **general**
- a) **Staging / storage areas (Elm, Prospect - WSI and Pump)** will be used for Contractor staging equipment and construction materials.
 - b) The Contractor will restore the work sites to preconstruction condition.
 - c) Some of the Work will be completed in existing public **rights of way / easements** of record.
- d. **Contract Documents (Plan Drawings and Specifications)**. The Project incorporates applicable **District** standards and specifications, and applicable provisions of state, federal, and local law. Reference **Exhibits B.2** for related **Plan Drawings**.
- 1) **Schedule / Duration**. The **Specifications** (including **Agreement - 00520**) identify all project Work must be substantially complete by **September 30, 2025**. **Section 01326** requires the Contractor to provide and maintain a reasonable schedule to complete the various Work items. **Exhibits B.3a** identify the Contractor's proposed preliminary schedule. The Contractor will provide required detailed schedules at the preconstruction conference (estimated end **1st quarter 2024**). **Exhibits B.3b** include applicable parts of **Sections 01110 subsections 2.04 and 2.05 F.3.d and 01326 subsection 2.05**. **Exhibits B.3** include key Work areas.

- 2) **Indemnification**
- a) The **Contract Documents** (**Agreement - 00520, General - 00700** and **Supplementary Conditions of the Contract Documents - 00800**) require the Contractor indemnifies, defends, and hold harmless the **Parties**, and their respective officers, agents, employees, and insurers.
 - b) The **Contract Documents** require that the Contractor's **certificates of insurance** name the **District** and **Village**, and their respective officers, agents, employees, and insurers as additional insured. **Exhibit B.4 (Certificate of Insurance)** identifies the **Village** as an additional insured.
- 3) The **Contract Documents** generally require restoring work areas to preconstruction condition.
- e. **Operation, Maintenance, and Repairs.** The **Contract Documents** require warranties from the Contractor. The warranties apply to all Work completed through the **Contract**. Warranties are in effect for two (2) years from the date of **Substantial Completion**.
- f. **Project Costs**
- 1) All costs of the Project will be the responsibility of the **District** including but not limited to:
 - a) construction and site restoration
- g. **Flow / Load Data and Invoices for wastewater services during Construction**
- 1) The **District** shall invoice the **Member Communities** following routine past practices.
 - 2) Invoices shall generally be based on present day measurements and / or estimated from **2020 - 2023** historical records ("records" - flow and loads) when wastewater is diverted around meter stations during construction.
 - 3) when meter stations are removed from service during construction
 - a) **flow** shall be based on bypass pump mag meters and / or **2020 - 2023** historical laser meter flow records. The estimates shall incorporate the effects of observed historical precipitation, historical records and their effect on flow.
 - b) **load parameters** shall be based on **1)** actual and / or **2)** **2020 - 2023** historical load records
- h. **No Special Assessments.** The **District** agrees that it will not impose any special assessments on the **Village** or their residents for costs related to the Project.

i. **Construction / Coordination**

- 1) **Meetings.** The **District** will permit the **Village** to participate in the preconstruction conference and construction progress meetings. Key topics will generally include construction activities, sequences, schedules, and duration.
- 2) **Notice to District.** The **Village** will communicate with the **District** in advance of performing any operations and maintenance activities with the **Village's** sewer system that would affect wastewater flows or related bypass pumping operations.

j. **Quality Control and Construction Documentation** will be performed through the **District**.

k. **Observation by the Village**

- 1) The **Village** and their agents may independently observe Project work related to the **Village**.
- 2) The **District** will correct any defects identified during observation (whether by the **Village, District**, their agents or contractors, or otherwise) within thirty (30) days of written notice of such defect by the **Village**.

1. **Indemnification.** To the fullest extent permitted by law, the **Parties** will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising from the acts or omissions of the indemnifying party, or any individual or entity acting on the indemnifying party's behalf, pertaining to the Project. Nothing herein abrogates the municipal liability exclusions and damage limitations identified in § 893.80 Wisconsin Statutes which shall apply as a defense by each **Party** to all third-party claims, losses, and damages, including but not limited to reasonable attorney's fees, and also to all related or arising indemnification claims and obligations.

m. **Ownership of Infrastructure.** The **Parties** agree that ownership of the Interceptor System will not be affected by the Project. The **District** will continue to own, operate and maintain the Interceptor System.

n. **Liens.** The **District** will ensure that the Interceptor System, Work Area and related **Village** property and funds remain free of liens related to the Project at all times.

3. **Term**

- a. This **MoU** will remain binding on the **Parties** until the Rehabilitation Project is complete, or as the **Parties** mutually agree.

4. Miscellaneous

- a. **No Waiver.** No waiver of any provision of this **MoU** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this **MoU** signed by both **Parties**, nor shall the waiver of any default under his **MoU** be deemed a waiver of any subsequent default or defaults of the same type.
- b. **Amendment.** This **MoU** may be amended only by a written amendment approved and executed by both **Parties**.
- c. **Assignment.** The **Parties** agree that this **MoU** is solely between the subject **Parties**. The **MoU** is not assignable to any third or other parties.

COPY

5. Signatures / Execution

Dated this _____ day of _____, 2024.

HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT

by: _____

David J. Casper
President

attest: _____

Brian Helminger
District Director

Dated this _____ day of _____, 2024.

VILLAGE of COMBINED LOCKS

by: _____

John Neumeier
President

attest: _____

Racquel Shampo - Giese
Administrator / Clerk / Treasurer

prepared by Strategic Municipal Services, Inc.
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