

MMSD PPII Reduction Program
Approved Contractor MOU-Municipal (M)
P-3155

This Memorandum of Understanding (“MOU”) is entered into by and between the Milwaukee Metropolitan Sewerage District (the “District”), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin, 53204 and Grunau Company, Inc. (the “Contractor,”) with its principal place of business at 1100 West Anderson Court, Oak Creek, WI, 53154.

WHEREAS, the District has a Private Property Infiltration and Inflow Reduction municipal program (“Program”) that provides reimbursements to municipalities for undertaking work on private properties to reduce the amount of clean water entering the District’s sewerage system;

WHEREAS, such work may include but is not limited to, disconnecting foundation drains and downspouts, rehabilitating or replacing private sewer laterals, and clear water evaluation, as set forth in the Statement of Policy-Milwaukee Metropolitan Sewerage District’s Private Property Infiltration and Inflow Reduction Program (Policy);

WHEREAS, to ensure all work done under the Program is effective, the District has established certain quality standards with respect to products and installation methods;

WHEREAS, the District, through a public procurement process, established criteria to qualify contractors to undertake work under the Program;

WHEREAS, Contractor was determined to be eligible to participate in Program pursuant to the District’s Request for Qualifications P-3155, and has participated in the District’s Contractor training session;

NOW THEREFORE, the District and the Contractor agree to the following as it relates to participation in the Program:

1. **TERM.** This MOU shall be effective on the date in which it is fully executed and remain in effect until December 31, 2028 provided Contractor remains in good standing to participate, as set forth herein. Thereafter, the Contractor may be required to re-qualify under the Request for Qualifications process should they wish to continue work under the Program.
2. **CONTRACTOR ELIGIBILITY**
Contractor is eligible to complete the following work types under the Program:
 1. Work regulated under WI Administrative Code Chapter NR110, excavated repair and/or replacement of sewer/storm, water laterals in the right-of-way and public mainline utility repair.
 2. Excavated sewer/storm/water lateral repair or replacement on private property.

3. **PROGRAM REQUIREMENTS.** Contractor agrees to adhere to the following Program requirements:
- a. Contractor will be licensed and bonded in the State of Wisconsin and maintain insurance with the minimum coverages as set forth in the RFQ. Proof of appropriate licenses, bonding capabilities and insurance coverages shall be provided to the District upon request.
 - b. Contractor will comply with all applicable laws, ordinances, regulations, and codes.
 - c. Contractor, if it uses subcontractors, shall be responsible for:
 - i. self-performing all essential work types it is deemed eligible for through this Agreement (see section 2);
 - ii. completing not less than 70 percent of the value of the work excluding for restoration.
 - d. Contractor will only use those products, techniques, and systems generally available and as defined by Wisconsin Administration Codes SPS 381, 382, 384, and NR 110 excluding Alternate or Experimental Product Approvals as granted under 384.10(1) and any product not meeting these criteria must be listed on the District Approved Products List. No "or equal" products will be considered.
 - e. Contractor will maintain all certifications, licenses, and training as represented in the submitted application for approval for all work types as deemed eligible for through this agreement.
 - f. Contractor will provide all deliverables required pursuant to its contract with the municipality for submission to the District.
 - g. All Work performed according to this Agreement shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by the municipality, the homeowner and the District. Contractor shall cooperate with the District to remediate any defects or failures in the work partially or fully funded by the District during the warranty period.
 - h. Contractor will provide excellent customer service to the municipality and the participating homeowners.
 - i. Contractor shall act as a responsible and good faith representative of the municipality and the District when performing work under the Program.
 - j. Contractor will be subject to a performance review process set forth in the Policy, and the Contractor Evaluation Process ("CEP").
4. **REIMBURSEMENTS UNDER THE PROGRAM.** No payments will be made to Contractor under this MOU. All payments to the Contractor participating in the Program will be made by the municipality, in accordance with the terms of the parties' contract. District reimbursements will only be made to municipality, provided the municipality has fully complied with the terms of its funding agreement with the District. If the District contracts directly with Contractor, payment shall be made in accordance with the terms of that contract.

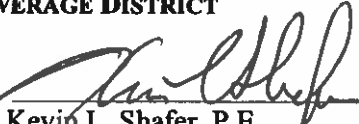
5. **PROGRAM MATERIALS.** The municipality (or District) is responsible for the creation and distribution of Program materials. The Contractor is not permitted to use the District's logo, or to otherwise create its own materials relating to the Program and representing itself as a partner of the District unless expressly authorized to do so by the District in writing. If necessary, the District will provide informational materials to the Contractor.
6. **DISTRICT OVERSIGHT.** The District reserves the right to conduct inspections of any and all portions of work it funds during construction and throughout the warranty period.
7. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless District, its agents, officers and employees against any and all losses, damages, expenses, fees, costs and liabilities arising in any way from the Contractor's failure to meet Program Requirements and remain in good standing under this MOU, including but not limited to, failing to provide deliverables to the municipality, not utilizing the Approved Products List, tarnishing the District's reputation.
8. **AMENDMENT.** Except as outlined below, any modification to this MOU will be in writing and signed by both the District and the Contractor. The District may make changes to Article 2, Contractor Eligibility, without Contractor's consent, provided such changes were determined in accordance with the CEP performance review process.
9. **SEVERABILITY.** If a court finds any part of this MOU unenforceable, then the remainder of this MOU continues in effect.
10. **APPLICABLE LAW.** The laws of the State of Wisconsin apply to this MOU.
11. **CONFLICTS OF INTEREST.** No officer, employee, or agent of the District or the Contractor who has the responsibility of implementing this MOU may have any interest in any residential homeowner benefitting from the Program supported by this MOU.
12. **TERMINATION FOR CAUSE.** The District may terminate this MOU for cause and immediately remove the Contractor from the Approved Contractor List. Whether the District has cause to terminate shall be determined in accordance with the CEP performance review process. Upon termination for cause, Contractor will remain ineligible to submit a proposal under the RFQ for a period of three (3) years from the date of termination.
13. **TERMINATION FOR CONVENIENCE.** Contractor may elect to terminate this MOU at any time by providing ten (10) days written notice the District. Upon termination, it will be immediately removed from the Approved Contractor List.


14. INDEPENDENCE OF THE PARTIES. This MOU does not create a partnership. Neither party may contract on behalf of the other party.

15. AUTHORITY OF SIGNATORIES. Each person signing this MOU certified that the person is properly authorized by the party's governing body to execute this MOU.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

GRUNAU COMPANY, INC.

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

By: 
Name Sarah Selas

Date: 3/12/24

Date: 3/11/24

Title Contracts Manager

Approved as to form


Attorney for the District