

CONTRACT BETWEEN THE CITY OF FRANKLIN AND THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
CONCERNING PROVISION OF ENGINEERING SERVICES DURING
CONSTRUCTION OF THE RYAN CREEK INTERCEPTOR

This Contract, entered into pursuant to Wis. Stat. §
66.0301 on the last date upon which this Agreement is
signed, by and between the MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT, a municipal body corporate, organized
and existing under Wis. Stat. §§ 200.21 to 200.65, with its
principal offices located at 260 West Seeboth Street,
Milwaukee, Wisconsin, 53204, hereafter "District," and the
CITY OF FRANKLIN, a municipal corporation organized and
existing under Wis. Stat. § 62.02, with its principal offices
located at 9229 West Loomis Road, Franklin, Wisconsin
53132 (hereinafter "Franklin") concerning provision of
engineering services during construction of the Ryan Creek
Interceptor:

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CREEK INTERCEPTOR SEWER (MAY, 2011)

WHEREAS, the District and Franklin have entered into an Intergovernmental Cooperation Agreement, dated November 8, 2010, hereafter "ICA," for construction of the Ryan Creek Interceptor, hereafter "RCI;" and

WHEREAS, Franklin desires that the RCI construction proceed promptly, such that the sewer would be in service by the year 2014, and

WHEREAS, Franklin intends to fund construction through a Clean Water Fund Program loan, hereafter "CWFP loan;" and

WHEREAS, the District and Franklin enter into this Contract for the purpose of Franklin acquiring Engineering Services During Construction of the RCI from the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Contract,

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Franklin and the District agree as follows:

1.0. Project Description. Franklin and the District agree that this Contract addresses provision of Engineering Services During Construction of the RCI.

1.1. Relationship of Contract To ICA.

This Contract implements Sec. 3.1 of the ICA between the District and Franklin concerning construction of the RCI. Nothing in this Contract should be construed or considered as negating any term of the ICA.

2.0. Engineering Services During Construction. Franklin hereby retains the District to furnish project management for RCI construction, including resident engineer and resident inspection services; preparation and maintenance of daily logs of construction progress; documentation of contractor compliance with construction plans and specifications; certified erosion

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control specialist inspection; documentation of Small, Women's and Minority Business Enterprise and Local Workforce Participation compliance requirements. Resident engineering services are to be provided by Ruekert & Mielke pursuant to a letter agreement amongst the District, Franklin, and Ruekert & Mielke, dated November 8, 2010, and signed by Kevin L. Shafer, Thomas M. Taylor, John M. Bennett, and William J. Mielke. Resident inspection services shall be provided on a full time basis and be consistent with District inspection practices. The parties recognize that Franklin intends to include the cost of ESDC (see ICA sec. 3.1) and District force account costs (see ICA sec. 3.1.1.) in Franklin's submissions to the DNR for funding through a CWFP loan.

2.1. Costs of Engineering Services During Construction. The District agrees to perform the ESDC for the not-to-exceed sum of THREE MILLION NINETY-SIX THOUSAND (\$3,096,000.00) DOLLARS as follows: (a) Resident Inspection Services – the District will supply four (4) resident inspectors for a not-to-exceed cost of One Million Nine Hundred Two Thousand One Hundred Seventy-three (\$1,902,173.00) Dollars; (b) Internal Management Costs – the District will incur internal management costs, such as project management, and the like of One Hundred Ninety-nine Thousand (\$199,000) Dollars; and (c) Resident Engineer/Erosion Control Services – the District will supply One (1) resident engineer, One (1) resident engineer assistant; and One (1) Certified Erosion Control Specialist, through a contract with Ruekert & Mielke, in the not-to-

exceed amount of Nine Hundred Ninety-four Thousand, Eight Hundred Twenty-seven (\$994,827.00) Dollars.

2.2. Permits. This Contract does not relieve Franklin of its obligations to obtain permits under Wis. Stat. ch. 30 and any necessary permit(s) issued by the United States or any of its agencies, related to the construction of the RCI. Franklin will arrange for preparation of erosion control plans and traffic control plans and obtaining permits, if needed, relating to both.

2.3. As-Built Drawings. Franklin agrees that ESDC includes the preparation of a complete set of detailed as-built plans, in electronic form, for all work upon completion of the project. The District agrees to use e-Fields software (a proprietary product of Ruekert & Mielke) to facilitate the preparation of such as-built plans.

Franklin shall also provide to the District copies of all

final engineering and design reports, records,
construction inspection reports, surveys, and like
documents reflecting the course and events of
construction so that the District will have a complete.

3.0 Entire Agreement; Amendment. This Agreement
constitutes the entire agreement between the parties
pertaining to ESDC, and supplements the provisions of
Sec. 3.1. of the ICA.

4.1. Signatures Are Certification of Authority to Execute this
Agreement.

Franklin and the District mutually agree that the
execution by the officials who sign this document
constitutes a certification that the signatory has been
appropriately authorized by the respective governing
board to execute this document.

4.2. Execution of this Agreement Deemed to Reflect Compliance with Applicable Ordinances, Resolutions, and Statutes.

Franklin and the District mutually agree that the execution of this Agreement constitutes substantial compliance with any applicable ordinances, resolutions, and statutes.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and delivered as of the last date upon which this Contract is signed, as set forth below.

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

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

ATTEST:

Approved as to form this ____
day of _____, 2011:

By: _____
Sharon L. Chudy
Secretary

By: _____
James H. Petersen
Senior Staff Attorney

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CITY OF FRANKLIN

By: _____
Thomas M. Taylor, Mayor
Date: _____

Countersigned:

By: _____
Calvin A. Patterson
Director of Finance and Treasurer
Date: _____

By: _____
Sandra L. Wesolowski
City Clerk
Date: _____

Approved as to form
this ____ day of _____, 2011:

By: _____
Jesse A. Wesolowski
City Attorney
City of Franklin

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