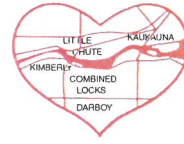


**DISTRICT DIRECTOR:**

Brian M. Helminger



**COMMISSIONERS:**

David J. Casper, President  
Bruce M. Siebers, Vice-Pres.  
Patrick E. Hennessey, Secretary  
Kevin P. Coffey  
John W. Sundelius

**SERVING:**

Combined Locks  
Kaukauna  
Kimberly  
Little Chute  
Darboy S.D.

**Heart of the Valley  
METROPOLITAN SEWERAGE DISTRICT**

801 THILMANY ROAD  
KAUKAUNA, WISCONSIN 54130  
(920) 766-5731 FAX (920) 766-5733  
www.hvmsd.org

**Transmittal Form**

From: Brian Helminger  
Heart of the Valley Metropolitan Sewerage District  
801 Thilmany Road  
Kaukauna, WI 54130

To: John Neumeier  
City of Kaukauna  
144 W. 2nd St.  
Kaukauna, WI 54130

Date: September 7, 2022

- The enclosed MoU is for the City's review and comment. It addresses our previous communications at Community meetings.
- Purpose. The District project will take several years to complete. The MoU simply serves as a roadmap between the District and each Community. It acknowledges key points of coordination and expectations related to the work areas. It is not intended to be a complex legal document.
- Schedule. The District acknowledges that each community will likely review the MoU with staff, Legal Counsel and Community leaders. We would expect that the City would reasonably be ready to execute the MoU in three (3) months and approximately by December 1, 2022.
- Review and Comment. It might be easiest to share a bullet point checklist of discussion points that would aid a future working meeting.

## Memorandum

**date:** August 26, 2022

**to:** **City of Kaukauna**  
Anthony J. Penterman, Mayor

**from:** **Heart of the Valley Metropolitan Sewerage District**  
Brian Helminger, District Director (file copy)  
David J. Casper, President

**cc:** **Heart of the Valley Metropolitan Sewerage District**  
William Cole, Esquire  
**Strategic Municipal Services, Inc.**  
Scott M. Schramm, PE, PLS

**re:** **MEMORANDUM of UNDERSTANDING (MoU) for REVIEW**  
**Interceptor System Rehabilitation**  
Heart of the Valley Metropolitan Sewerage District  
Outagamie County, Wisconsin

---

Dear Mayor Penterman,

- The enclosed MoU is for the City's review and comment. It addresses our previous communications at Community meetings.
- **Purpose.** The District project will take several years to complete. The MoU simply serves as a roadmap between the District and each Community. It acknowledges key points of coordination and expectations related to the Work areas. It is not intended to be a complex legal document.
- **Schedule.** The District acknowledges that each community will likely review the MoU with Staff, Legal Counsel and Community leaders. We would expect that the City would reasonably be ready to execute the MoU in three (3) months and approximately by **December 01<sup>st</sup>**.
- **Review and Comment.** It might be easiest to share a bullet point checklist of discussion points that would aid a future working meeting.

---

We welcome the opportunity to further discuss these items at your convenience.

**enc:** as noted

C:\ASMS\TEMP\NEW\TEMP\10065\MoU transmittal.doc

**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 **City of Kaukauna ( City )** ( collectively **Parties** ) as of the latest date identified below.

**Summary of Topics**

A. Recitals background, need and general description of Work

B. Terms

1. authority **Wisconsin Statutes § 66.0301 (2)**
2. the Rehabilitation Project
  - a. Work Start
  - b. Work Areas
  - c. **Contract Documents ( Plan Drawings and Specifications )**
    - 1) Schedule / Duration
    - 2) Indemnification
  - d. Operation, Maintenance, and Repairs
  - e. Project Costs
  - f. Flow / Load Data and Invoices during Construction
  - g. No Special Assessments
  - h. Construction / Coordination
  - i. Quality Control and Construction Documentation
  - j. Observation by **City**
  - k. Indemnification
  - l. Ownership of Infrastructure
  - m. Liens
3. Term
4. Miscellaneous
  - a. No Waiver
  - b. Amendment
  - c. Assignment
5. signatures / execution

## A. Recitals

1. The **District** owns and operates **sewerage infrastructure** that includes a gravity interceptor sewer system and wastewater treatment facility. The interceptor system 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** and **Member Communities**. Key construction activities that require coordination generally include but are not limited to diverting wastewater flow through bypass pumping lines (land and marine) and both marine and traditional vehicle access to the Work areas.
  5. **Exhibit A** generally identifies the interceptor system infrastructure and Work areas
- 

## 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** based on **Wisconsin Statutes § 66.0301 (2)**.
2. **The Rehabilitation Project.** The **Parties** identify their understanding that the **District** may proceed with the Project based on the following **terms**:
  - a. **Work Start.** The Rehabilitation Project may not begin in City properties (not including public rights of way and easements) until on or after the respective **Parties** execute this **MoU**.
  - b. **Work Areas - General.** The subject Work areas are recognized as temporary limited construction easements (**TLE**) and are subject to common law. The proposed rehabilitation will directly affect the **City** as the **District** performs the following Work:
    - 1) Working drawing **exhibits B** generally identify the Work Areas and construction activities in the **City's** Corporate Limits.

- 2) In general the Work will be performed within existing rights of way, easements and public lands.
- 3) The following generally summarizes typical construction activities that may affect the City:
  - 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
  - f) cured in place pipe liner (CIPP)
  - g) protective coat structure interior and marine exterior surfaces
  - h) reconstruct / replace structures
  - i) restore Work areas

c. **Work Areas - related to City.** The following generally describes construction activities that affect the City.

1) **vehicle / truck routes.** Exhibit B.1 identifies required construction vehicle routes that generally include:

- a) Lawe Street / Crooks Avenue sth 55
- b) Thilmany Road
- c) Elm Street
- d) Island Street
- e) West Hyland cth 00
- f) Gertrude Street
- g) West Wisconsin Avenue
- h) Kaukauna Street to ms 10
- i) River Street to Riverside Park
- j) Main Avenue to Kaukauna Utility power raceway
- k) East Tobaccoir and Augustine to ms 6

2) **marine / shoreland access**

- a) permanent **shoreline / river bank access points** will be constructed to provide vehicle / equipment access onto barge platforms. The Contractor will select one of two sites during the public bidding process.
  - A **sheet pile bulkhead wall** will be constructed at the water's edge. The wall will allow vehicles to drive onto barge platforms. A four (4) foot high fence will be installed at the wall after construction is complete.
  - The bank slopes will be graded to accommodate vehicles.
- b) **Central Park (exhibit B.2b)** is owned by the **Army Corps of Engineers (ACoE)**. The City uses the property subject to a "lease agreement) with the Corps.
  - **Vehicle traffic** will access the **Central Park** peninsula (staging / launch site) from the **Crooks Avenue / sth 55** and **Main Avenue** right of way.

- Vehicles will use the gravel access drive along the **Kaukauna Utility** power canal.
- A breaker run driving surface will be installed 1) where vehicle traffic will drive from **Main Avenue** onto the canal access drive and 2) at the staging area and launch site.
- c) **Riverside Park (exhibit B.2c)**
- Vehicle traffic will access the **Riverside Park - Fox River** bank (staging / launch site) from the **West Wisconsin** and **Riverside Drive** rights of way.
  - The staging area and launch site will be enclosed with a gated security fence during construction.
  - The public will continue to access the boat launch / parking using existing pavement ( 2-way traffic to boat launch and trailer parking ).
  - The pile wall will be parallel to and offset behind the existing walkway wall.
- d) **Fox River Bypass (exhibits B.2d)**
- Wastewater flows will be diverted / **bypass pumped** during construction. Bypass lines will be installed in the canals, locks, **Fox River** and several land routes.
  - Bypass route sites generally include the **Fox River**, **Kaukauna Lock 5**, **Elm / Thilmany Roads** and **Ahlstrom Munksjö** property.
- e) **Meter Station 10 (Kaukauna Street) (exhibit B.2e)**
- wastewater will be pumped from **City** manhole **10B** (by **ms 10**).
  - the electric pumps will be powered from a new **Kaukauna Utility** 3-phase service line.
- f) **West Wisconsin River Walkway (exhibit B.2d)**
- Bypass pump equipment may be located at either **manhole 8** or **9** (Contractor's decision). Bypass pump lines will be located along the **Kaukauna Lock System (Fox River Navigational System Authority - FRNSA)**. It is expected the equipment would be installed from the water (barge access). Vehicle traffic will be limited on the walkway.
  - wastewater will be pumped using diesel / genset equipment
- g) **Meter Station 5S (Elm Street) and 5N (Thilmany Road) bypass diversion (exhibit B.2g)**
- wastewater from meter stations **5S** and **5N** will be bypass pumped through pipes crossing under **Thilmany Road** and the **Canadian National** rail lines (west of **ms 5N**).
  - wastewater will be pumped from **ms 5S** along **Elm Street** to **ms 5N**
  - wastewater will be pumped from **City** manhole **6B** (west of **ms 5N**). The **Contract Documents** will require the Contractor to neatly cut out the top of the exposed CIPP at mh **6B**. A **City** Contractor CIPP previously lined through the structure and did not reinstate the manhole.

- wastewater will be pumped using diesel / genset equipment
- h) **Meter Station 6 (Augustine) (exhibit B.2h.1)**
- the **ms 6** vault is on the **City's Augustine** pump station property.
  - wastewater will be pumped using diesel / genset equipment from the upstream manhole (at **Augustine**). The pump will connect to and discharge through existing **City** pump station mechanical or forcemain yard piping.
  - the **City** requested the **District** installing a protective coating system in the **City** pump station wetwell (**exhibit B.2h.2**) through the **District contract**. The wetwell is also experiencing aggressive MIC.
  - wastewater will be pumped using diesel / genset equipment
- 4) **general**
- a) **Staging / storage** areas (either **Riverside** or **Central Park**) will be used for Contractor equipment and construction materials. The Contractor will install gated security fences around the areas. The Contractor will restore the areas to preconstruction condition.
- **Riverside Park** will not be used for storing and assembling / dis-assembling related bypass lines.
- b) Some of the Work will be completed in existing public **rights of way** / easements.
- d. **Contract Documents (Plan Drawings and Specifications)**. The Project Work will be performed following applicable **District** standards and specifications, and provisions of state, federal, and local law.
- 1) **Schedule / Duration**. The **Specifications** (including **Agreement - 00520**) identify reasonable activity durations and dates within which the various Work items must be completed. The schedule considers seasonal weather limitations. **Exhibit B.3** includes key Work areas that affect the **City**:
- 2) **Indemnification**
- a) The **Contract Documents (Agreement - 00520, General - 00700 and Supplementary Conditions of the Contract Documents - 00800)** will require that all contractors on the Project agree to indemnify, defend, and hold harmless the **Parties**, and their respective officers, agents, employees, and insurers.
- b) The **Contract Documents** will require that the contractor's certificates of insurance name the **District** and **City**, and their respective officers, agents, employees, and insurers as an additional insured. The **District** and **City** (and their respective agents) will be provided executed copies of certificates of insurance.

- e. **Operation, Maintenance, and Repairs.** The **Contract Documents** shall require two (2) year warranties for all Project work.
- f. **Project Costs.** All costs of the Project will be the responsibility of the **District** including but not limited to:
- 1) construction and site restoration
  - 2) **Riverside Park**
    - a) former **City Public Works Director Sundelius** requested that the **District** Contractor not perform pavement restoration Work at this site (if Contractor selects the site during Public Bidding).
    - b) The **City** preferred receiving a pro-rated share of **Riverside Drive** ("payment in lieu") from the **District**. The compensation value is based on pre-existing conditions. The **City** intends to apply the "payment in lieu" to upcoming roadway improvements at the **Park**.
    - c) The Value of the "payment in lieu" is \_\_\_\_\_ dollars (\_\_\_\_) (**exhibit B.4**). The **District** will pay the **City** when the **Notice to Proceed** is transmitted to the Contractor. The **District** will pay the **City** only if the Contractor selects this site during Public Bidding.
  - 3) **Meter Station 6 (Augustine pump station wetwell).** The City is responsible for all related costs including but not limited to planning, design and construction. The value of planning and design services (\$10,670) is included in **Strategic Municipal Service's (Strategic) amendment no. 1**.
- 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 estimated and based on present day measurements and / or **2020 - 2021** 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 construction bypass pump mag meters and / or **2020 - 2021** historical laser meter flow records. The estimates shall incorporate the effects of observed historical precipitation and their effect on flow.
    - b) **load parameters** shall be based on 1) actual and / or 2) **2020 - 2021** historical load records
- h. **No Special Assessments.** The **District** agrees that it will not impose any special assessments on the **City** or their residents for costs related to the Project.
- i. **Construction / Coordination**
- 1) **Meetings.** The **District** will permit the **City** 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 **City** will communicate with the **District** in advance of performing any operations and maintenance activities with **City'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 City**

- 1) The **City** and their agents may independently observe Project work related to the **City**.
- 2) The **District** will correct any defects identified during observation (whether by the **City**, **District**, their agents or contractors, or otherwise) within 15 days of written notice of such defect by the **City**.

l. **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 out of the Project.

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 **City** 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT

by: \_\_\_\_\_

David J. Casper  
President

attest: \_\_\_\_\_

Brian Helminger  
District Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY of KAUKAUNA

by: \_\_\_\_\_

Anthony J. Penterman  
Mayor

attest: \_\_\_\_\_

Karen Koch  
Administrative Coordinator  
Meredith DeBruin  
City Clerk

## EXHIBITS

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*Strategic Municipal Services, Inc.*

**SMS**

Exhibit A  
**INTERCEPTOR SYSTEM**

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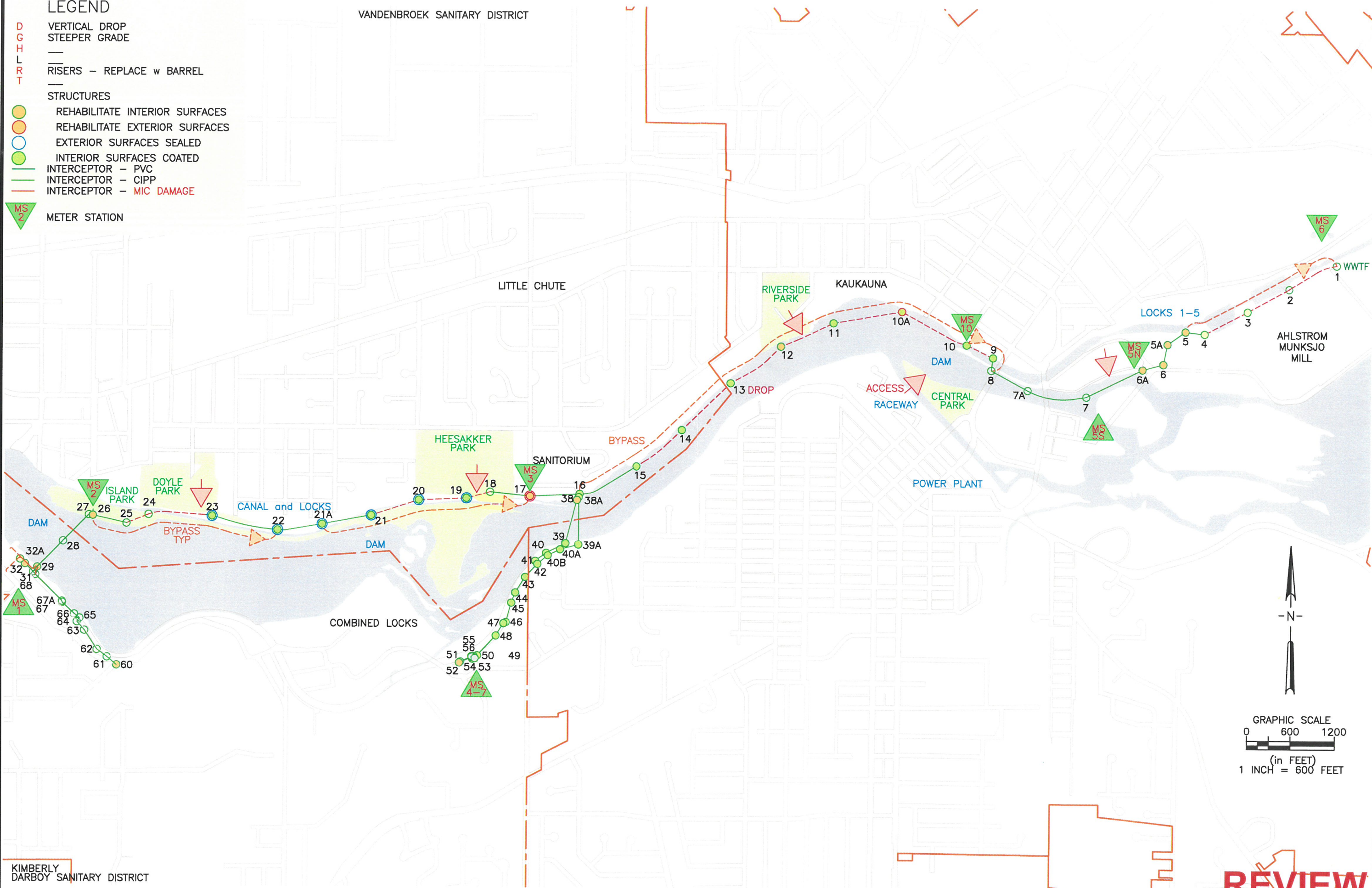
*Strategic Municipal Services, Inc.*

**SMS**

**LEGEND**

- D  
G  
H  
L  
R  
T
- VERTICAL DROP
- STEEPER GRADE
- 
- RISERS — REPLACE w BARREL
- 
- STRUCTURES
- REHABILITATE INTERIOR SURFACES
- REHABILITATE EXTERIOR SURFACES
- EXTERIOR SURFACES SEALED
- INTERIOR SURFACES COATED
- INTERCEPTOR — PVC
- INTERCEPTOR — CIPP
- INTERCEPTOR — MIC DAMAGE
- METER STATION

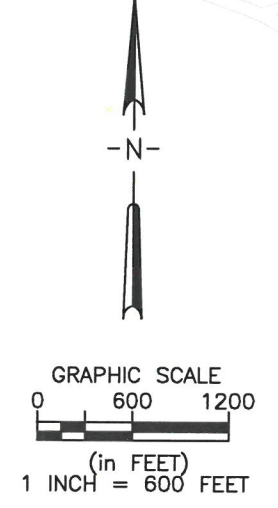
VANDEBROEK SANITARY DISTRICT



NONE

ORTHO PHOTO:

KIMBERLY DARBOY SANITARY DISTRICT



**REVIEW**

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				10065-1

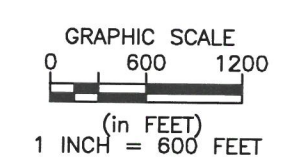
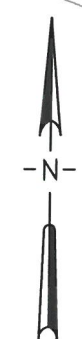
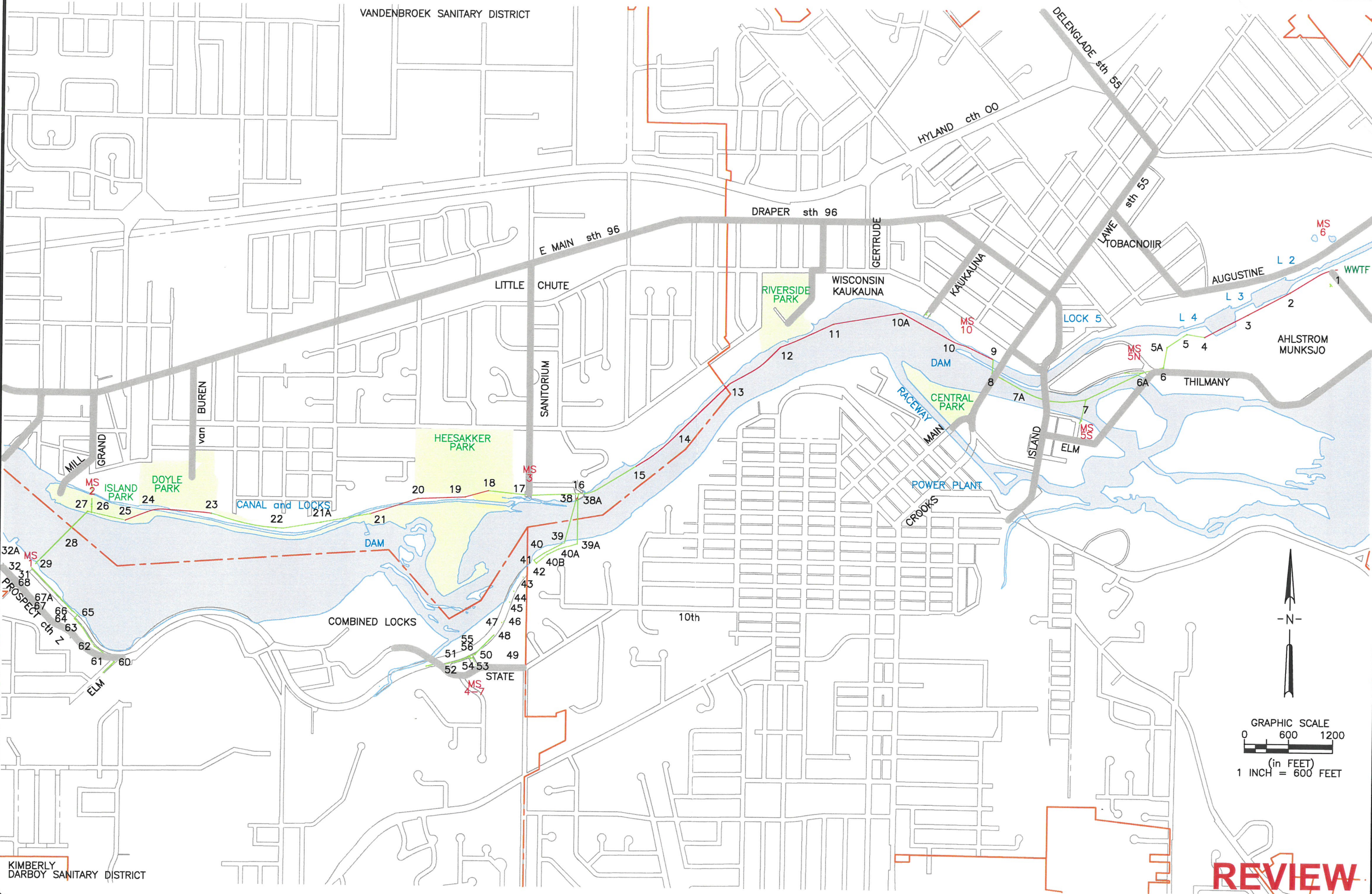
**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
LUMBERVILLE, PENNSYLVANIA, USA  
(800) 889-2877

Exhibit B.1  
**ACCESS ROUTES**  
**Construction Vehicles**

ORTHOPHOTO: NONE

KIMBERLY DARBOY SANITARY DISTRICT

VANDENBROEK SANITARY DISTRICT



**REVIEW**

MUNICIPAL • INFRASTRUCTURE • PLANNING		TRANSPORTATION • FINANCE	
<b>SMS</b>			
STRATEGIC MUNICIPAL SERVICES, INC.			
100 HEAD AVENUE, FAYETTEVILLE, VA 22803 PHONE 540-885-3447			
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P.L.	01	DRAWN BY	SMS
DESIGNED BY	SMS	CHECKED BY	SMS
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CONSTRUCTION VEHICLE ACCESS		PLUT THRU	1515
INTERCEPTOR SYSTEM REHABILITATION			
HEART OF THE VALLEY			
METROPOLITAN SEWERAGE DISTRICT			
P.1			
1			

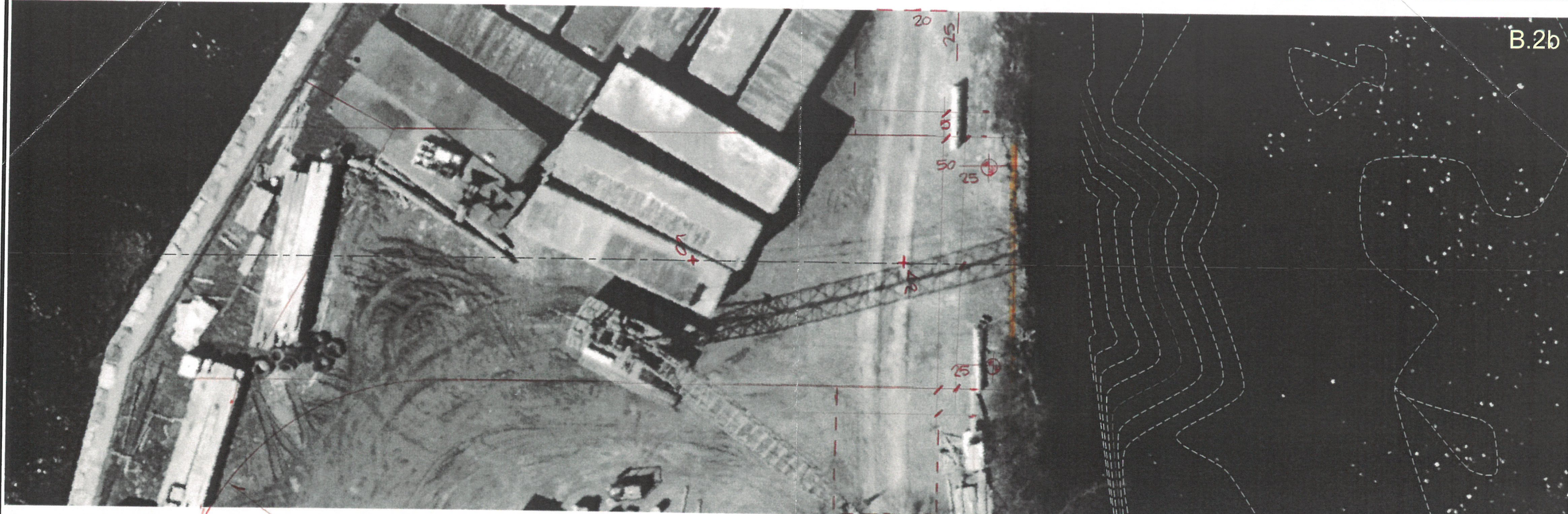
Exhibits B  
**WORK AREAS**

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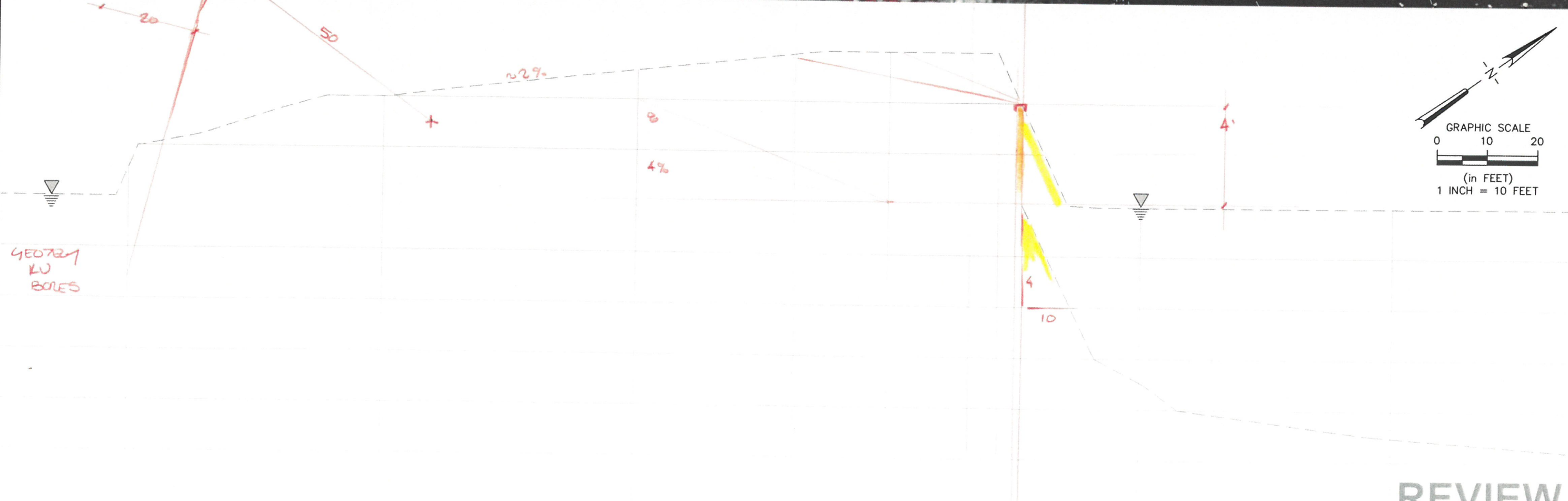
*Strategic Municipal Services, Inc.*

**SMS**





B.2b



REVIEW

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DATE	12/20/21	SCALE	1" = 10' (22x34)	PROJECT NO.	10065
DRAWN BY		DRW		BY	
CHECKED BY		SMS		REVISION	
DATE		12/20/21		NO.	
SCALE		1" = 10' (22x34)		DATE	

**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
118 MOAS AVENUE, FLYBORNE, VT 05073  
(802) 893-3147

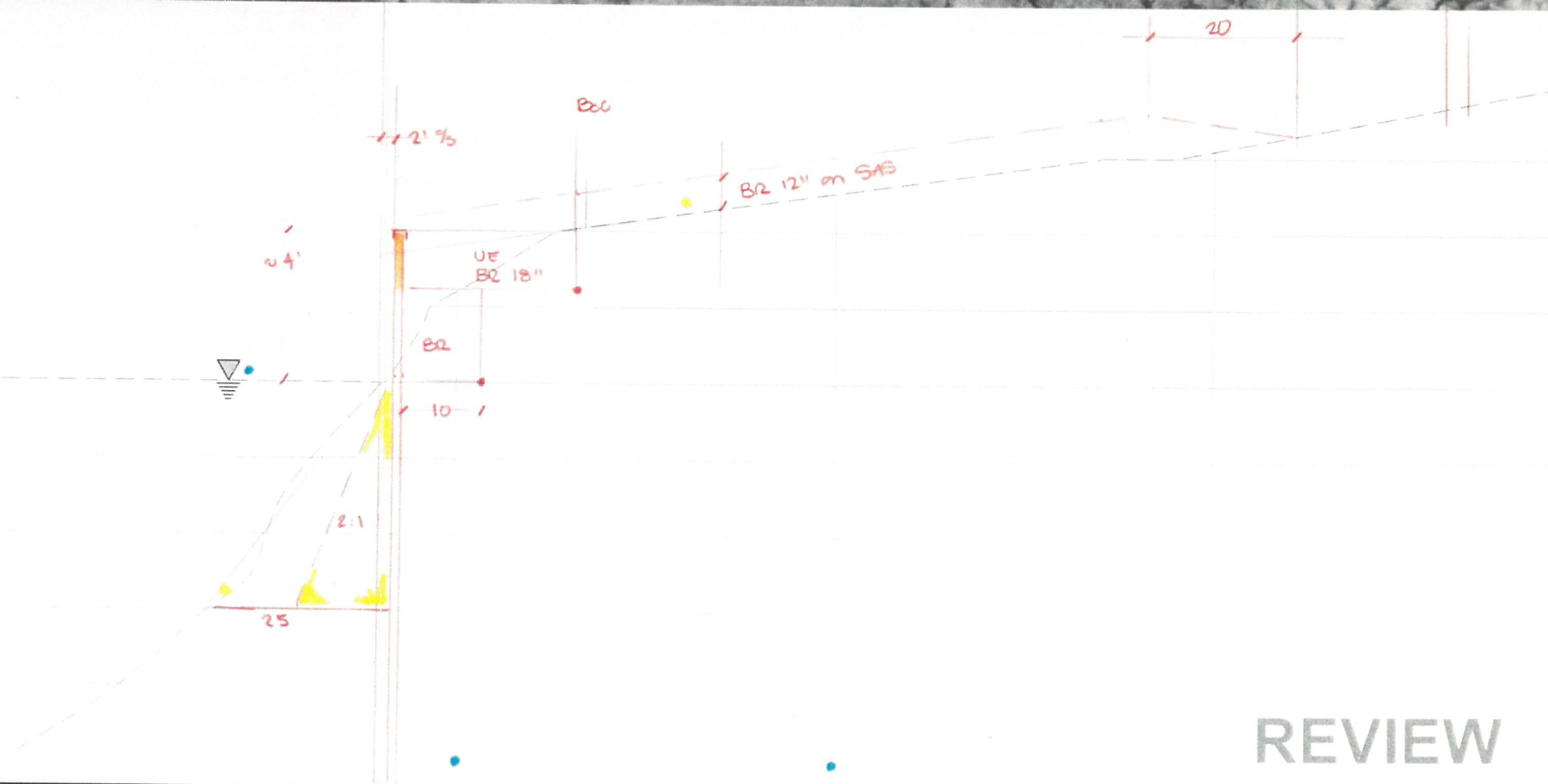
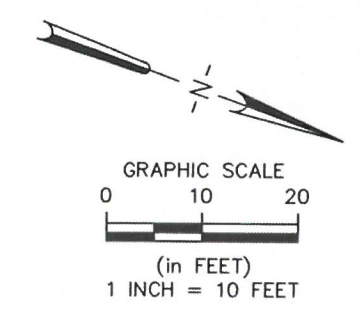
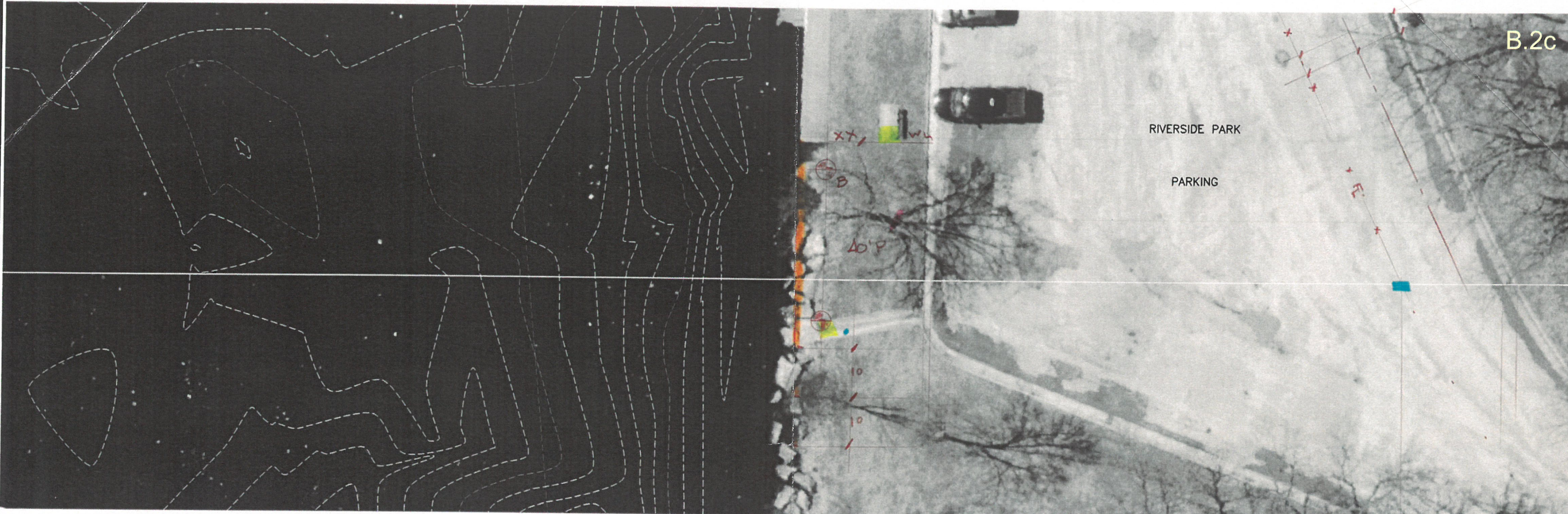
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE



RIVERSIDE PARK		PROJECT NO. 10065		DATE	
HEART of the VALLEY		DATE		SCALE	
METROPOLITAN SEWERAGE DISTRICT		10/14/21		1" = 10'	
OUTAGAMIE COUNTY		1950		(22-34)	
FILE NO. P. 6	DATE	BY	REVISION	DATE	BY
1					

**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
100 HOBBS AVENUE, BURLINGTON, VT 05403  
(802) 875-2417

ORTHO PHOTO: E:\H0V GLTS 20 \ gpl 101121 ortho\FoxRiver-14



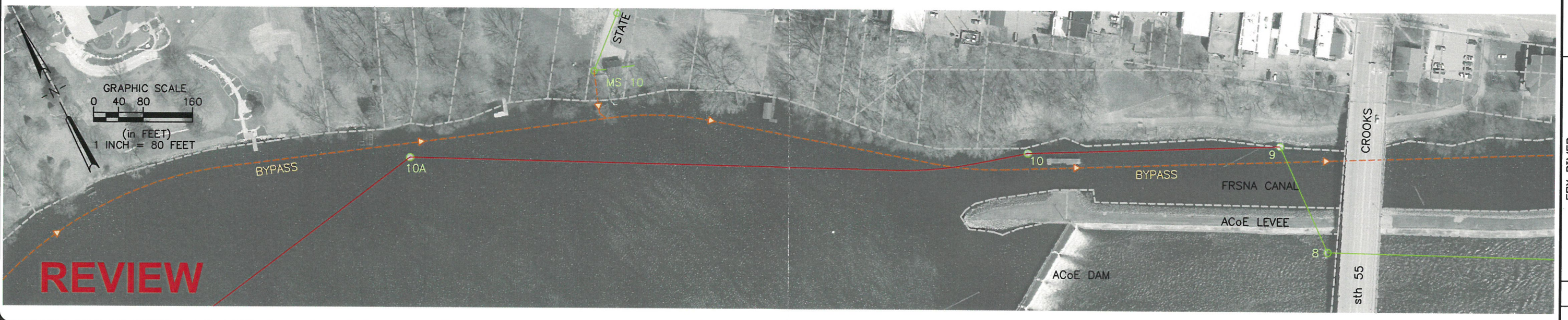
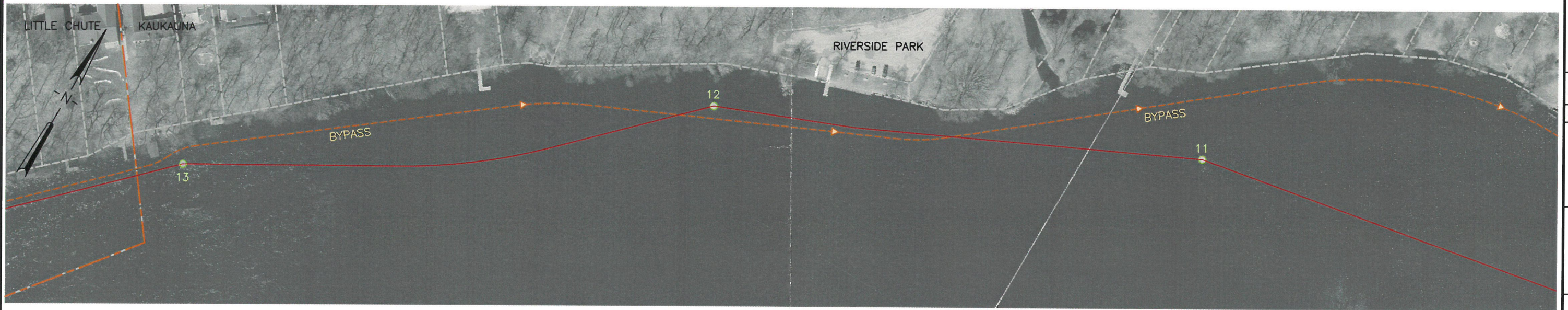
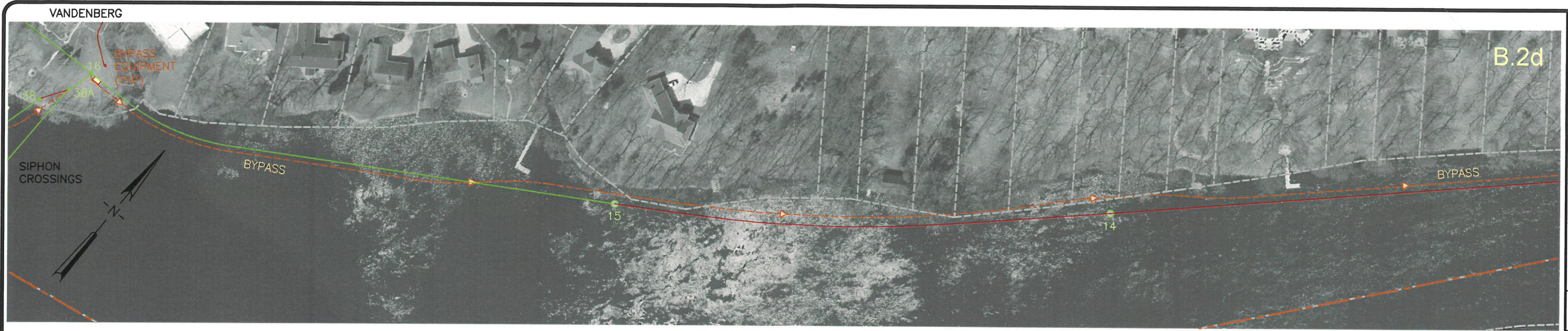
REVIEW

RIVER SIDE PARK - RIVER ACCESS		DATE	10/19/21	SCALE	1" = 10' (22x34)
HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT		PROJECT NO.	10065	DATE	DEC 2021
OUTAGAMIE COUNTY		BY		DATE	
P.6P		REVISION		DATE	
1					

**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.

MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
118 MEAD AVENUE, FLYING BUTCHER, VT 05073  
(802) 895-3147

ORTHO PHOTO: ENH0V GLTS 20 \ gpl 101121 ortho\FoxRiver-14, 15, 16, 22, 23, 24, 25

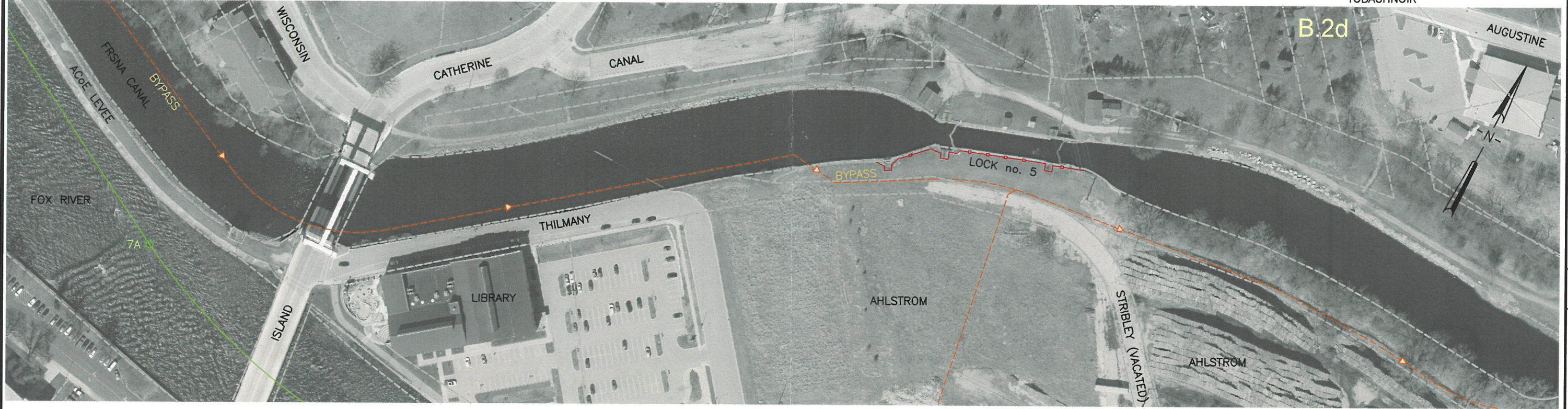


**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
110 NEW AVENUE, FLYINGHUTCH, VT 05473  
(802) 895-8147

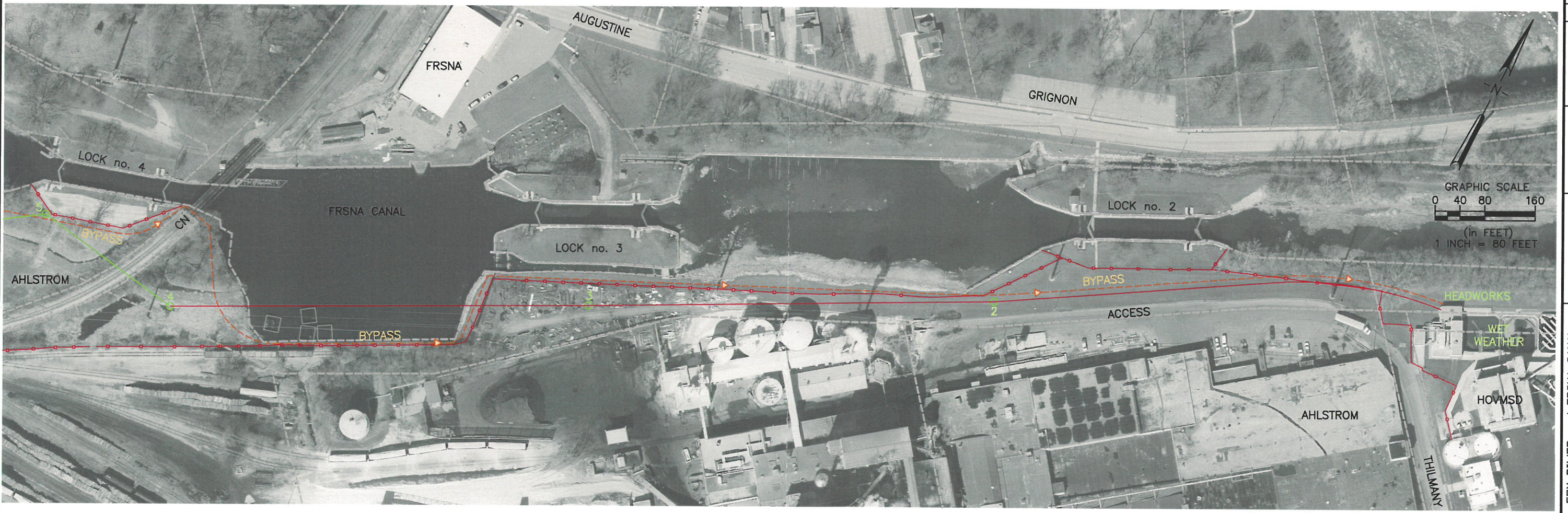
NO.	DATE	REVISION	BY

PROJECT NO. 10065	DATE MAR 2022	SCALE 1" = 80' (25:24)
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CADD FILE NO. P.4g	FILE NO. P.4g	1
FOX RIVER HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT OUTAGAMIE COUNTY		

ORTHO PHOTO: E:\NHV GLTS 20 \ gpl 101121 ortho\FoxRiver-15, 16, 17, 24, 25, 26



B.2d



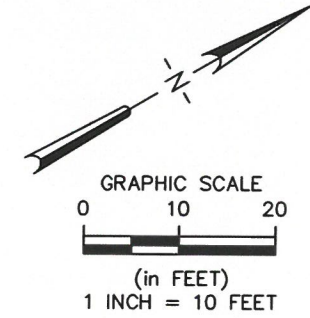
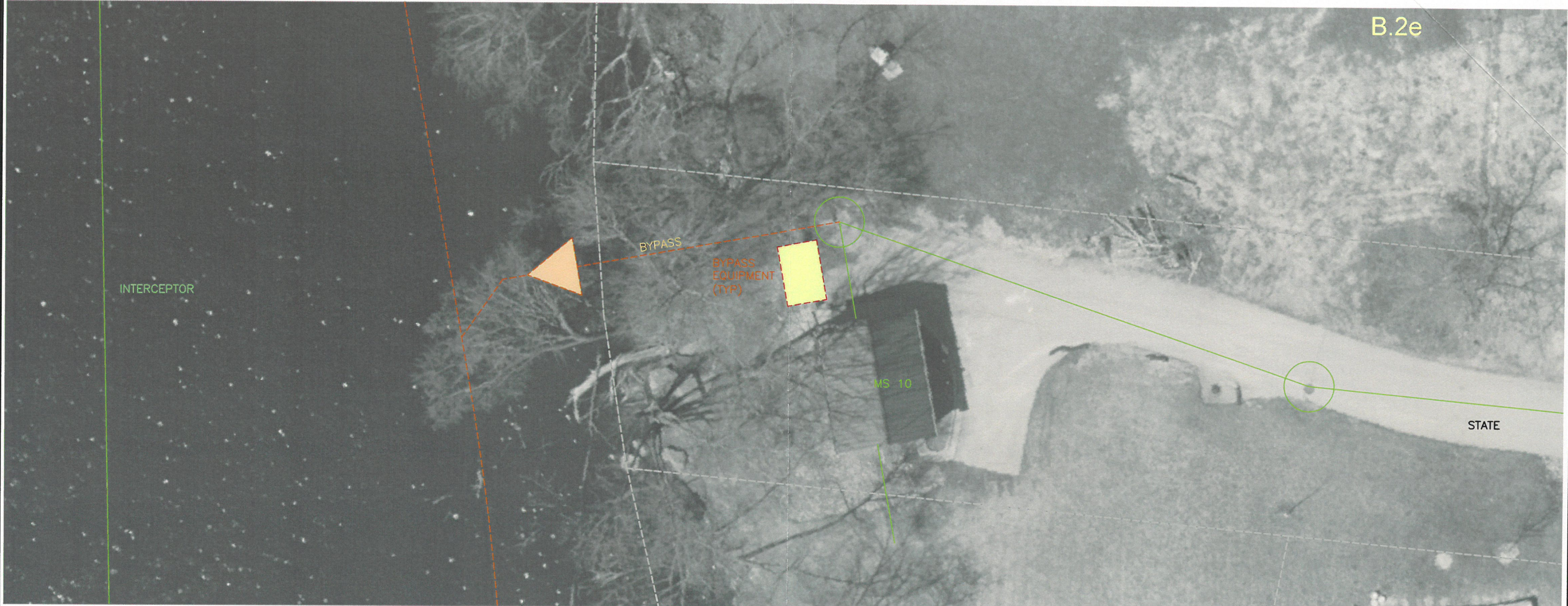
**REVIEW**

**SMS**  
 STRATEGIC MUNICIPAL SERVICES, INC.  
 110 HEARD AVENUE, PLUMVILLY, VT 05073  
 (802) 895-8477

PROJECT NO.	10065	DATE	MAR 2022
SCALE	1" = 80'	DATE	03/29/22
BY		DATE	
REVISION		DATE	
NO.		DATE	

FILE NO: P.4j  
 SHEET: 1  
 CASE FILE NO: P.4j  
 PLAN DATE: 03/29/22  
 PLAN TYP: 2030  
 F.A.  01  
 DRAWN BY: DJV  
 CHECKED BY: SMS

FOX RIVER and FRSNA CANAL  
 HEART of the VALLEY  
 METROPOLITAN SEWERAGE DISTRICT  
 OUTAGAMIE COUNTY



**REVIEW**

1  
P.8b  
SHEET

METER STATION 10  
HEART OF THE VALLEY  
METROPOLITAN SEWERAGE DISTRICT  
OUTAGAMIE COUNTY

DATE FILED P.8b  
03/23/22  
16:40

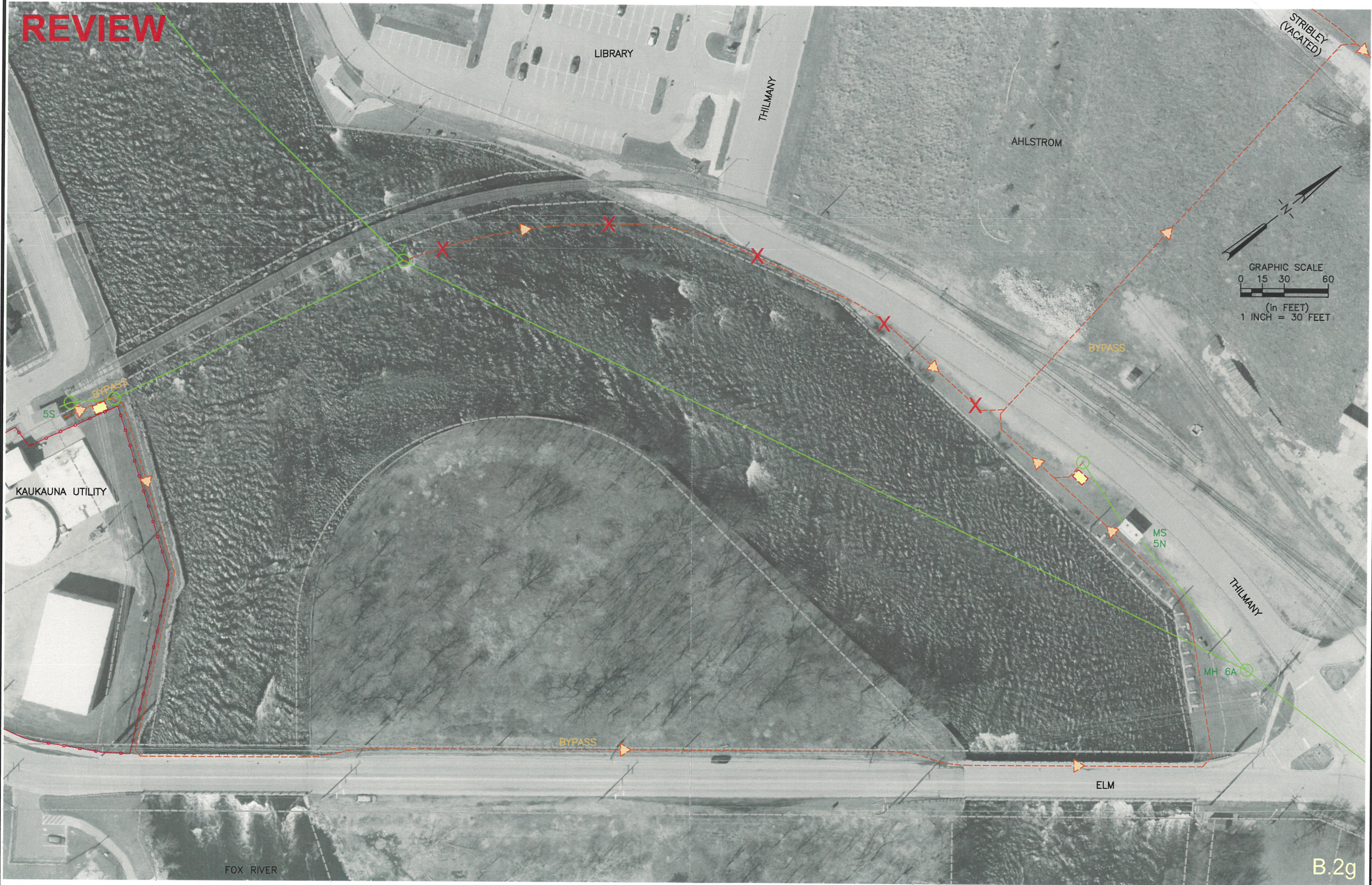
P.L. 0 01  
DRAWN BY: DRW  
CHECKED BY: SMS

PROJECT NO. 10065  
DATE MAR 2022  
SCALE 1" = 20'  
(22x34)

NO.	DATE	REVISION	BY

REVIEW

ORTHO PHOTO: E:\HDV GLTS 20 \ gpl 101121 orthono\FoxRiver-16.1, 25.1



B.2g

MS 5S to MS 5N and CANAL BYPASS		DATE	DATE	DATE	DATE	DATE	DATE
FILE #	P.7F	10/10	04/25/22	APR 2022	10065	10065	10065
PROJECT NO.	HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT OUTAGAMIE COUNTY	DRAWN BY	DRV	SCALE	1" = 30'	BY	
SMS MUNICIPAL • INFRASTRUCTURE • PLANNING		DESIGNED BY	SMS	REVISION			
TRANSPORTATION • FINANCE		DATE					
1500 HEAD AVENUE, FARMINGTON, VT 05830		SCALE					
STRATEGIC MUNICIPAL SERVICES, INC.		DATE					
		SCALE					
		DATE					
		DATE					
		DATE					





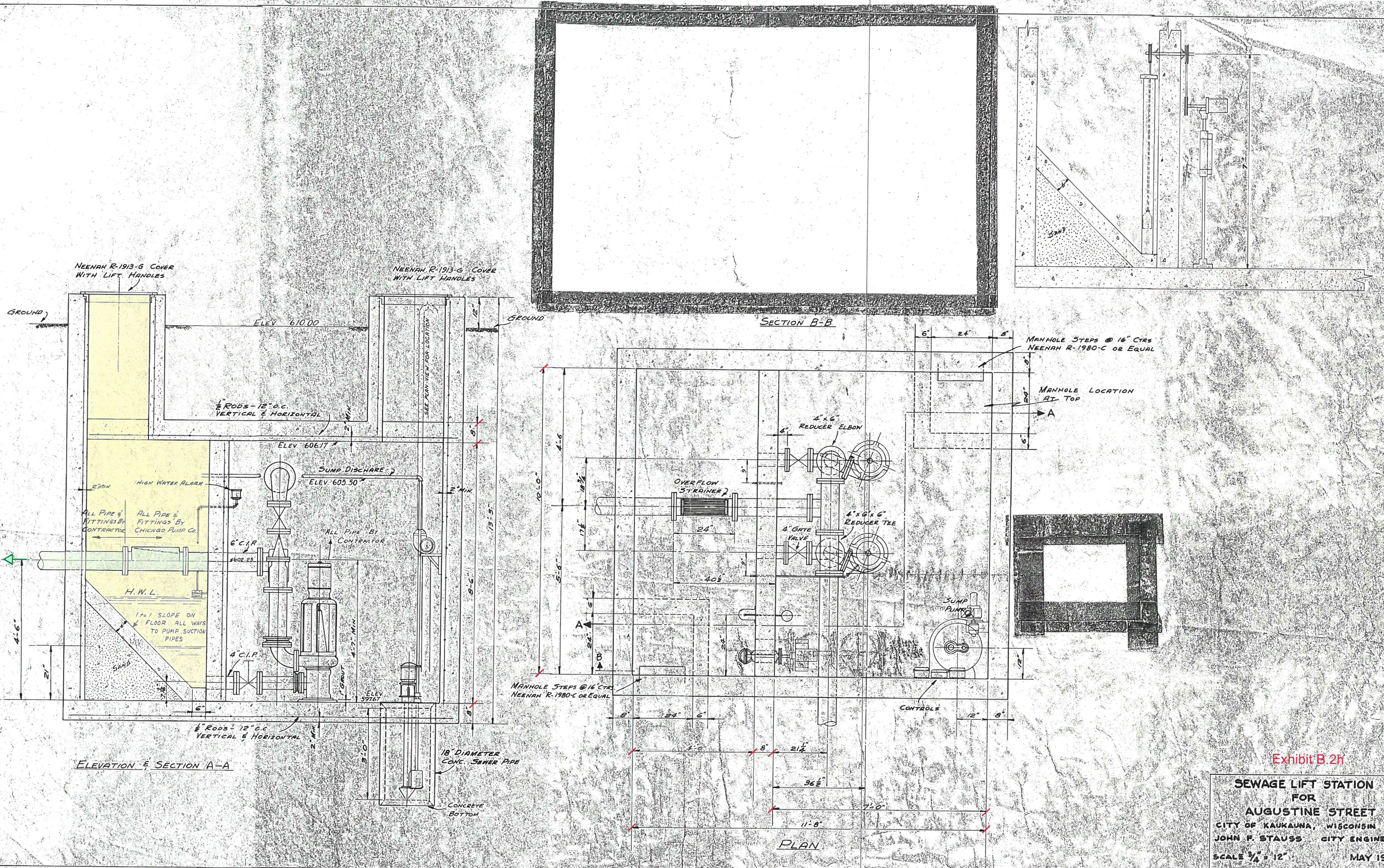
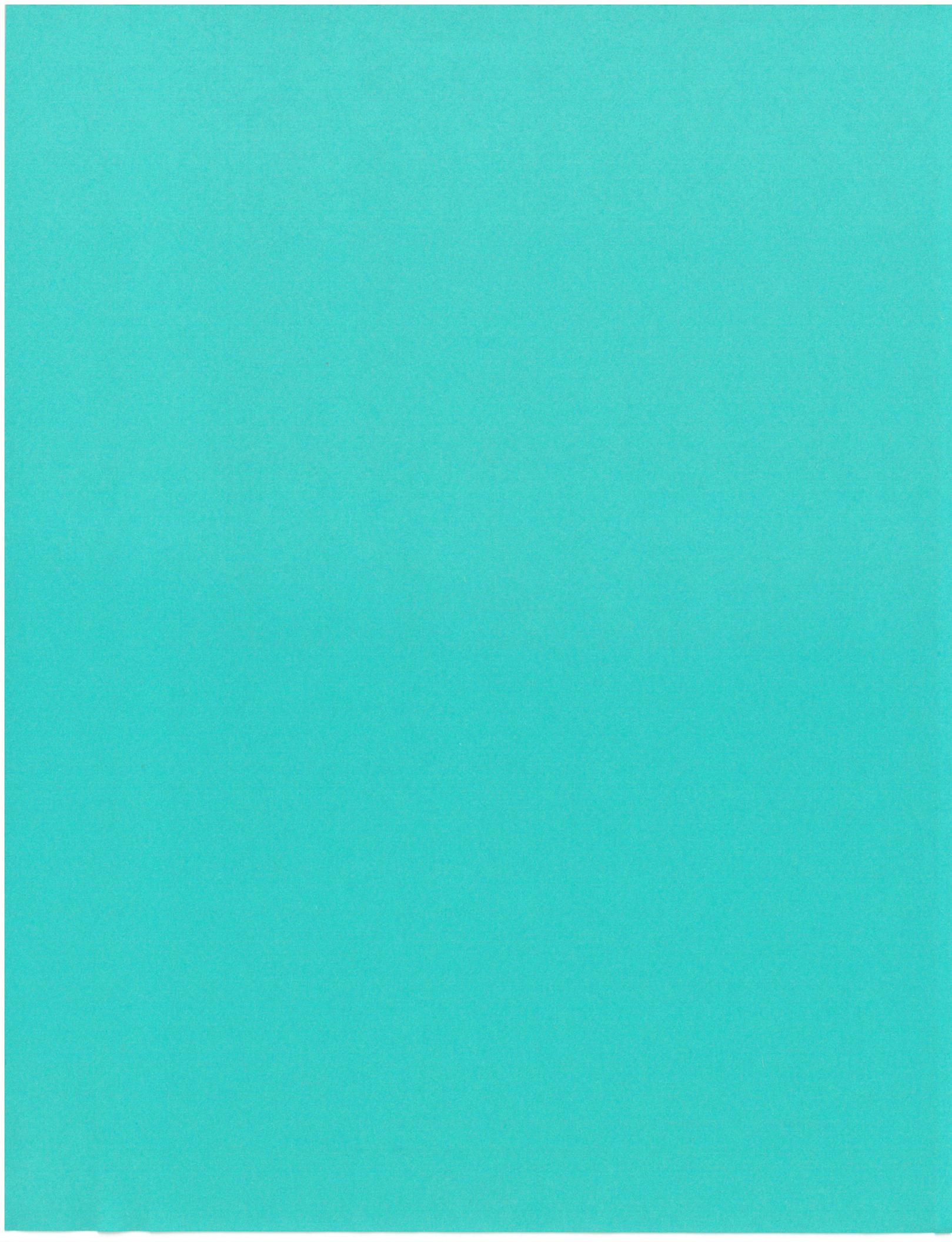


Exhibit B.2h

**SEWAGE LIFT STATION  
FOR  
AUGUSTINE STREET**

CITY OF KAUKAUNA, WISCONSIN  
JOHN F. STAUSS CITY ENGINEER

SCALE 3/4" = 12"      MAY 195



## AGREEMENT

THIS AGREEMENT is by and between the Heart of the Valley Metropolitan Sewerage District (“OWNER”) and  
 (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

### ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or identified in the **Contract Documents**. The Work is generally described as follows:

Interceptor System Rehabilitation

### ARTICLE 2 - the PROJECT

2.01 The Project for which the Work under the **Contract Documents** may be the whole or only a part is generally described as follows:

Interceptor System Rehabilitation

Heart of the Valley Metropolitan Sewerage District  
Outagamie County, Wisconsin

### ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **Strategic Municipal Services, Inc.** (ENGINEER), which is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the **Contract Documents** in connection with the completion of the Work in accordance with the **Contract Documents**.

### ARTICLE 4 - CONTRACT TIMES

#### 4.01 Time of the Essence

A. All time limits for Milestones, if any, **Substantial Completion**, and completion and readiness for final payment as stated in the **Contract Documents** are of the essence of the **Contract**.

#### 4.02 Time to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within the respective number of calendar days and dates listed below and completed and ready for final payment in accordance with **General Conditions paragraph 14.07** on or before the respective number of calendar days and dates listed below (but not later than the stated dates).

1. The following generally summarizes the anticipated project sequencing:

- a. **year 2023**
  - 1) access (land and marine)
  - 2) bypass diversion
  - 3) interceptor
    - a) CIPP

- 4) structures
  - a) replace
  - b) interior rehabilitation

b. year 2024

- 1) rehabilitate marine structure exterior surfaces

2. The following identifies the substantial and final completion requirements:

Project	Substantial Completion		Final Completion	
	Calendar days (consecutive)	Due Date	Calendar days (consecutive)	Due Date
<b>2023</b>		December 15		December 30
<b>1. access</b>				
1.1 Doyle Park - canal bed				
1.1.a installation	14		7	
1.1.b remove and restoration - above canal (immediately after CIPP complete)	14		7	
1.2 Heesakker Park - canal bed				
1.2.a installation	21		7	
1.2.b remove and restoration - above canal and through park (immediately after CIPP complete)	28		7	
1.3 Riverside Park - Fox River				
1.3.a installation	21		7	
1.3.b remove and restoration	14		7	
1.4 Central Park - Fox River				
1.4.a installation	21		7	
1.4.b remove and restoration	14		7	
<b>2. Interceptor - CIPP</b>				
2.1 Combined Locks - mh 32A - 29 ( sections)	21		7	
2.2 Little Chute				
2.2.a mh 25 - 23 (2 sections)	14		7	
2.2.b mh 21 - 18 (3 sections)	21		7	
2.3 Kaukauna				
2.3.a mh 15 - 9 (7 sections)	60		7	
2.3.b mh 4 - 1 (3 sections)	30		7	
<b>3. Structures</b>				
3.1 Replace				
3.1.a mh 32A	21		7	
3.1.b mh 17	21		7	
3.1.c mh 3 - 4	21		7	

3.2	Rehabilitate - Interiors			
3.2.a	Combined Locks			
3.2.a	mh 32A - 29 ( structures)	■		
3.2.b	Kimberly			
3.2.b	mh 60 - 68 (10 structures)	■		
3.2.c	Little Chute			
3.2.c	mh 26 - 17 (3 structures)	■		
3.2.c	mh 38 - 16 (3 structures)	■		
3.2.d	Combined Locks / Darboy			
3.2.d	mh 51 (1 structure)	■		
3.2.e	Kaukauna			
3.2.e	mh 12	■		
3.2.e	mh 6A - 5 (4 structures)	■		
3.2.e	mh 4 - 2 (3 structures)	■		
3.2.f	wwtf			
3.2.f	influent wet well	■		
3.2.g	meter stations (coating related)			
3.2.g	ms 1 (Kimberly)	■		
3.2.g	ms 2 (Little Chute)	■		
3.2.g	ms 3 (Little Chute)	■		
3.2.g	ms 5N (Kaukauna)	■		
3.2.g	ms 6 (Kaukauna)	■		
3.2.g	ms 9 (Ahlstrom)	■		
<hr/>				
2024		November 15		November 30
4.2	Rehabilitate - Interiors			
4.2.a	Fox River			
4.2.a	mh 15 - 9 (8 structures)	■		
4.2.b	mh 8 - 7 (3 structures)	■		
	site restoration / stabilization	■	■	■
	final closeout / documentation	■	■	■

4.03 **Liquidated Damages**

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with General Conditions Article 12. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 900.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 450.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

Exhibits B.4  
**PAYMENT in LIEU**

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*Strategic Municipal Services, Inc.*

**SMS**

OPINION of COST - MARINE RELATED WORK  
 Rehabilitate Interceptor Conveyance System  
 Heart of the Valley Metropolitan Sewerage District

**REVIEW**  
 11/04/17

Description	Value				Notes
	Quantity	Units	Unit Price	Value	

Access

Central Park

**Vehicle Access 138,700**

USE gravel drive along canal fenceline	L ~1,000 lf	S ~ flat			
do NOT use asphalt lot and drive along library					
perimeter security fence	250 lf		60	15,000	tab up.3b
UE - strip topsoil (work area 100' x 180')	240 cy		30	7,200	
UE (onsite stockpile)	350 cy		30	10,500	
cabc (9")	1,250 t		30	37,500	
UE - remove and dispose of CABC (on-site gravel drives)	560 cy		30	16,800	
UE - replace topsoil	240 cy		30	7,200	
UE - replace UE	350 cy		30	10,500	
Turf (seed, fertilizer, straw mulch disc crimped)	3,400 sy		10	34,000	

**Shoreline Access 448,400**

Clear and Grub (woody brush and small trees)	1 ls		5,000	5,000	< 0.1 acre
Pile wall (100' L x 25' H) (w/ "C" cap)	2,500 sf		40	100,000	
	100 lf				
"tie back" reinforcement system	100 lf		300	30,000	
Pile wall - railing	100 lf		100	10,000	
Rip Rap (toe)	120 cy		120	14,400	
UE - dredge bed	1,200 cy		60	72,000	
dewater (on site stockpile)	1 ls		10,000	10,000	
silt boom / curtain	300 lf		50	15,000	
UE - haul / dispose offsite	1,200 cy		100	120,000	
tipping fee (Hilbert, Green Bay)	1,440 t		50	72,000	

→ Riverside Park

**Vehicle Access 137,250**

perimeter security fence	300 lf		60	18,000	+ trees
clear and grub trees (3) < 8" BHD	3 ea		2,000	6,000	
UE - strip topsoil (work area 100' x 180')	150 cy		30	4,500	
	900 sy				
SAS fabric	150 sy		5	750	
breaker run (vehicle pads)	160 cy		40	6,400	
cabc (6") vehicle driving surface	80 t		30	2,400	
UE - remove and dispose of BR and CABC (off-site)	40 cy		50	2,000	
UE - replace topsoil	150 cy		30	4,500	
Sawcut full-depth (asphalt)	120 lf		15	1,800	
Remove					
concrete curb and gutter	160 lf		10	1,600	
asphalt pavement (3")	1,300 sy		10	13,000	
Turf (seed, fertilizer, straw mulch disc crimped)	900 sy		10	9,000	
Pavement					
concrete curb and gutter	160 lf		30	4,800	
asphalt pavement (3")	250 t		250	62,500	

**Shoreline Access 448,400 same as Central Park**