

# Green Infrastructure Funding Agreement G98005P184 Green Solutions – Becher Street Interchange Bioswales

#### 1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204, and the City of Milwaukee through its Department of Public Works (Funding Recipient) located at 842 North Broadway, Milwaukee, Wisconsin 53202.

#### 2. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stats. § 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green Infrastructure (GI) such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavements, works to reduce the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters.
- F. The District's Wisconsin Pollutant Discharge Elimination System (WPDES) permit includes a goal of 50 million gallons of GI capture capacity.
- G. The District wishes to expedite the amount of GI installed in its service area and this Agreement includes plans to install GI that supports the District's GI goals.

# 3. Date of Agreement

This Agreement becomes effective immediately upon the date of last signature below and ends when the Funding Recipient receives final payment from the District under this Agreement or when the parties terminate this Agreement according to Section 14 of this Agreement.

## 4. District Funding

The District will reimburse the Funding Recipient for the cost of the GI Project described in the attached project description (Project), up to \$235,000.00. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

### 5. Location of Project

The Project will be located near Interstate 43 and the Becher Street Interchange and is further delineated in the Project Description and Figure 1 as attached hereto.

## 6. Baseline Report

After completion of the Project, the Funding Recipient will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- A. A site drawing and topographical map showing the Project as completed with GI assets defined;
- B. Design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- C. A tabulation of the bids received, including bidder name and price;
- D. A copy of the executed construction contract(s) and a list of all permits collected during the Project construction process;
- E. A legal description of the property where the Project is located, including parcel identification numbers, if a conservation easement is required;
- F. Photographs of the Project during construction and upon Project completion;
- G. An operations and maintenance plan including details on funding for operations and maintenance:
- H. An outreach and education strategy, including a description of events or activities completed or planned;
- I. An itemization of all construction costs with supporting documentation;
- J. A Small, Veterans, Women, and Minority Business Enterprise (SWMBE) and Equal Employment Opportunity (EEO) Report as attached and made part of this Agreement;
- K. An Economic Impact Report showing the total number of people and the estimated number of hours worked on the design and construction of the Project by the Funding Recipient, and any of its consultants, contractors, and/or volunteers that worked on the Project; and
- L. Lessons Learned.

#### 7. Procedure for Payment

The Funding Recipient shall submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

The Funding Recipient will send the Baseline Report and the invoice to:

Andy Kaminski, Senior Project Manager Milwaukee Metropolitan Sewerage District 260 West Seeboth Street Milwaukee, Wisconsin 53204-1446 AKaminski@mmsd.com The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

# 8. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original Project Description unless the Funding Recipient obtains prior written approval from the District.

# 9. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

# 10. Project Maintenance

The Funding Recipient will maintain the GI for at least 11 years. If the GI fails to perform as anticipated or if maintaining the GI is not feasible, then the Funding Recipient will provide a report to the District explaining the failure of the GI or why maintenance is not feasible. Failure to maintain the GI may make the Funding Recipient ineligible for future District funding until the Funding Recipient corrects any maintenance problems associated with the GI.

#### 11. Permits, Certificates, and Licenses

The Funding Recipient is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses for the Project.

#### 12. Procurement

The Funding Recipient must select professional service providers according to the ordinances and policies of the Funding Recipient. The Funding Recipient must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and the ordinances and policies of the Funding Recipient. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Funding Recipient must provide, an opinion from a licensed attorney representing the Funding Recipient explaining why the procurement complies with State of Wisconsin law and the ordinances of the Funding Recipient.

#### 13. Responsibility for Work, Insurance, and Indemnification

The Funding Recipient is solely responsible for planning, design, construction, and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

The District will not provide any insurance coverage of any kind for the Project or the Funding Recipient as related to this Agreement.

The Funding Recipient will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against all damages, costs, liability, and expenses, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

#### 14. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause including, but not limited to, breach of this Agreement by the Funding Recipient. The Funding Recipient may terminate this Agreement at any time but the Funding Recipient will not receive any payment from the District if the Funding Recipient does

not complete the Project. District reserves the right to pursue any other remedies available under the law in the event of such termination.

#### 15. Maintenance Covenant

After the completion of construction of the Project, the District shall receive a Maintenance Covenant from the Funding Recipient. The Maintenance Covenant will be limited to the GI installed through the Project. The term of the Maintenance Covenant will be 11 years. The Funding Recipient will cooperate with the District to prepare the Maintenance Covenant.

#### 16. Exclusive Agreement

This Agreement is the entire agreement between the Funding Recipient and the District for the Project other than the Maintenance Covenant to be provided to the District upon completion of the construction of the Project.

## 17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in full force and effect.

#### 18. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

#### 19. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorneys' fees. If the dispute is not resolved within 30 days after mediation, then either party may take the matter to court.

#### 20. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. When delivered personally to the recipient's address as stated in this Agreement; or
- B. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

#### 21. Independence of the Parties

This Agreement does not create a partnership. The Funding Recipient does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

## 22. Assignment

The Funding Recipient may not assign any rights or obligations under this Agreement without the District's prior written approval.

#### 23. Public Records

The Funding Recipient will produce any records in the possession of the Funding Recipient as related to this Agreement that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Funding Recipient will

indemnify the District against all claims, demands, or causes of action resulting from the failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	CITY OF MILWAUKEE		
Ву:	By:		
Kevin L. Shafer. P.E. Executive Director	Jerrel Kruschke Commissioner		
Date:	Date:		
Approved as to Form			
Vincent R. Bauer Attorney for the District			

# Green Infrastructure Funding Agreement G98005P184

# **Green Solutions – Becher Street Interchange Bioswales**

# **Project Description**

The City of Milwaukee is proposing to install 5 bioswales and 3 grass swales in the median and terrace areas around the Becher Street Interchange. Approximately 4,050 square feet of bioswales and 3,824 square feet of grass swales will be installed through this Project.

It is anticipated that the peak flow to the storm sewers in the project area will be reduced as a result of the GI to be installed as part of this Project. Approximately 8,690 gallons of stormwater runoff are anticipated to be captured within the storage layers of the bioswales and removed from the storm sewer system. It is anticipated that the bioswale areas, which are approximately between 6% and 10% of the tributary areas, will remove approximately 70% to 80% of Total Suspended Solids.

#### **Schedule**

The Funding Recipient will complete the Project by December 31, 2026.

## **Budget**

**ESTIMATED ESTIMATED** QUANTITY UNIT ITEM UNIT PRICE TOTAL 1106 Cu. Yds. **Excavation Common** \$20 \$22,000 211 Lin. Ft. Pipe Underdrain 6-Inch \$40 \$8,440 \$45 83 Lin. Ft. Pipe Underdrain Unperforated 8-Inch \$3,735 \$2,318 197 Cu. Yds. Topsoil \$12 430 Sq. Yds. Erosion Mat Urban Class I Type A \$3 \$1,290 1516 LBs Seeding (No. 70) \$10 \$15,160 3034 LBs \$3 Seeding Nurse Crop \$9,102 19 MGAL \$50 Seed Water \$950 76 Sq. Yds. Geotextile Fabric Type DF Schedule B \$12 \$912 111 Sq. Yds. Shredded Hardwood Bark Mulch \$100 \$11,100 302 Cu. Yds. **Engineered Soil** \$60 \$18,120 49 Cu. Yds. Bedding Layer Bioswale \$90 \$4,410 297 \$90 \$26,730 Cu. Yds. Storage Layer Bioswale \$600 6 Each 6-Inch Cleanout \$3,600 8-Inch Dia Overflow Standpipe with Dome Each \$1,500 \$7,500 18 Storm Curb Inlet with Grate Type A \$4,000 \$72,000 Each 39 Cu. Yds. 6" Granite Cobbles \$90 \$3,510 731 Each Plant Pot \$33 \$24,123 Total \$235,000 Current \$235,000 Request

<sup>\*\*</sup>Excavation Common and Topsoil totals have been rounded

#### **Outreach and Education**

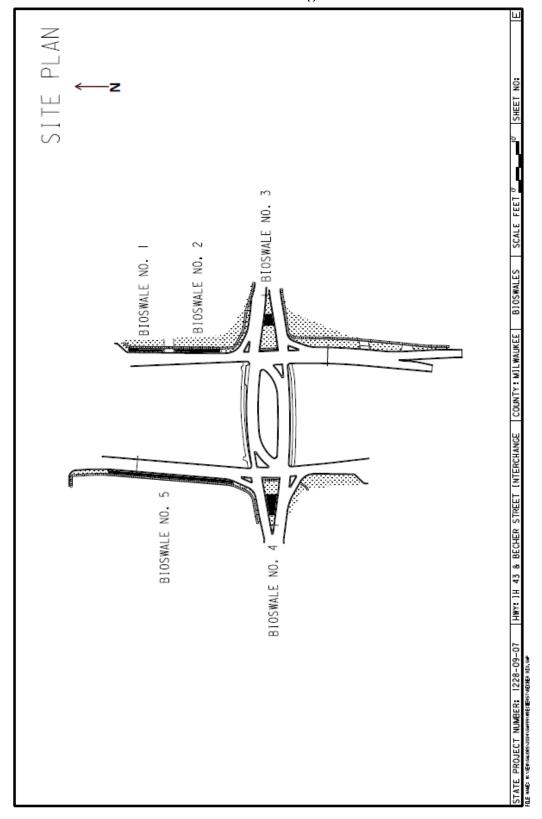
The Funding Recipient will post educational signage and describe the Project and its benefits in a community newsletter or web page.

Educational materials will acknowledge District funding for the Project.

# Signage will:

- 1. Be either designed and provided by the District or provided by the Funding Recipient and approved by the District;
- 2. Be at a location approved by the District; and
- 3. Identify the District as funding this Project by name, logo, or both.

Figure 1
Becher Street Interchange Bioswales



# <u>SWMBE / EEO Data Report</u> Becher Street Interchange Bioswales

It is the District's policy to encourage equal employment opportunity practices on the part of its suppliers of goods and services. Please use this form to provide employment data for your firm.

# **Number of Employees**

(Report employees in only one category)

Race/Ethnicity	Male	Female
Asian		
Black or African American		
Hispanic or Latino		
Native American		
Other		
Other		
White		
Total		

# **Local Market Availability**

State the percent of minorities and females that are available in the labor market from which you draw your workforce. These figures may be obtained from your local Job Service, State Labor Department, or the U.S. Census Bureau.

market availability figures for the Nor 2025 are: Minorities 26%, Femai		sha Prima	ary Metropolitar	n Statistical Area
Local Market Availability:	Minorities	<u>%</u>	Females	<u>%</u>
Firm Name				
Address				
City/State/Zip				
Contact Person				
E-mail Address				