



Milwaukee Metropolitan Sewerage District
 260 W. Seeboth Street
 Milwaukee, Wisconsin 53201
 WWW.MMSD.COM

PURCHASE ORDER NUMBER	
9299	
SHOW THIS NUMBER ON ALL SHIPMENTS, INVOICE, B/L'S AND CORRESPONDENCE. COPIES OF PACKING LIST MUST ACCOMPANY ALL SHIPMENTS AND INVOICES.	
Send Invoice To: Accounts Payable Department Milwaukee Metropolitan Sewerage District 260 W. Seeboth Street Milwaukee, Wisconsin 53201	
Ship To: MMSD Headquarters 260 West Seeboth Street P.O. Box 3049 Milwaukee WI 53204-3049	

DATE: 10/17/2016

Vendor: 3612

TO CITY OF MILWAUKEE - DPW
 841 NORTH BROADWAY
 ROOM 919
 MILWAUKEE WI 53202

TERMS	Prepaid and Add		DATE REQUIRED	PO STATUS	PRICE	TOTAL
FRT TERMS			October 17, 2016	ORIGINAL		
SHIP TERMS			Unless Specified by Line			
ITEM#	QUANTITY	U.O.M.	DESCRIPTION			
1	1.00	SVC	GOOD HOPE ROAD BIOSWALES GS FUNDING AGREEMENT M03076P41 GOOD HOPE ROAD BIOSWALES, GREEN SOLUTIONS FUNDING AGREEMENT M03076P41 AS PER GREEN SOLUTIONS FUNDING AGREEMENT M03076P41. NOT TO EXCEED: \$207,258.00 CITY OF MILWAUKEE, DPW CONTACT: SOLOMON BEKELE E sbekel@milwaukee.gov MMSD CONTACT: ANDY KAMINSKI P 414-225-2219 E akaminski@mmsd.com THE CITY SHALL NOTIFY THE DISTRICT IN WRITING WHENEVER EITHER OF THE FOLLOWING OCCURS: (1) 75% OF THE CONTRACT AMOUNT HAS BEEN INCURRED, WHETHER INVOICED TO THE DISTRICT OR NOT, or (2) THE CONTRACT AMOUNT WILL BE INSUFFICIENT TO COMPLETE THE WORK UNDER THE CONTRACT. AS PART OF THE NOTIFICATION, THE CITY SHALL PROVIDE THE DISTRICT WITH A REVISED ESTIMATE OF THE CONTRACT AMOUNT. THE DISTRICT SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE CONSULTANT OVER THE CONTRACT AMOUNT UNLESS THE CONTRACT AMOUNT IS AMENDED IN WRITING. NOTE: THE NOT TO EXCEED AMOUNT SHOWN IS THE LIMIT OF THIS CONTRACT AND IS NOT GUARANTEED.		207,258.0000	207,258.00

TOTAL: \$207,258.00

EXEMPT FROM WISCONSIN SALES & USE TAX FID #39-6005534

State Prompt Pay Law, section 66.285 does not apply to this purchase order. As a matter of practice, the District attempts to pay all invoices in approximately 60 days. If no disputes arise, and your invoice has not been paid in 60 days after it was received by the District, you may file a claim for 5% (annual rate) interest on amounts not paid after the 60th day.

BUYER NAME:	Jen Ruhnke
BUYER PHONE:	414-225-2062
BUYER EMAIL:	



Green Solutions Funding Agreement

Good Hope Road Bioswales

M03076P41

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Milwaukee, Department of Public Works (Milwaukee), 841 North Broadway, Milwaukee, Wisconsin 53202.

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires the installation of twelve million gallons of new green infrastructure retention capacity before the end of 2017; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, Milwaukee plans to install green infrastructure that supports the District's green infrastructure goals;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends when Milwaukee receives final payment from the District or when the parties terminate this Agreement according to sec. 12 of this Agreement.

2. District Funding

The District will reimburse Milwaukee for the cost of the project described in the attached project description (Project), up to \$207,258. The District will provide funding after the District receives the Baseline Report and the signed Maintenance Covenant.

3. Location of the Project

The Project is in the median of West Good Hope Road, between North 91st Street and North 107th Street.

4. Baseline Report

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

- (a) a site drawing, showing the Project as completed;
- (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 legal description of the property where the Project is located;
- (d) photographs of the completed Project;
- (e) a maintenance plan;
- (f) an outreach and education strategy, including a description of events or activities completed or planned;
- (g) an itemization of all construction costs, with supporting documentation;
- (h) a W-9 Tax Identification Number form;
- (i) a Small, Veterans, Women, and Minority Business Enterprise Report; and
- (j) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Milwaukee's employees, contractors, consultants, and volunteers.

5. Procedure for Payment

Milwaukee will 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.

Milwaukee will send the Baseline Report and the invoice to:

Andy Kaminski, Civil Engineer
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204 – 1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

6. 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 Milwaukee obtains prior written approval from the District.

7. Modifications to this Agreement

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

8. Project Maintenance

Milwaukee will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Milwaukee will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Milwaukee ineligible for future District funding until Milwaukee corrects the maintenance problems.

9. Permits, Certificates, and Licenses

Milwaukee is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

10. Public Bidding

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

11. Responsibility for Work, Insurance, and Indemnification

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

Milwaukee is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or Milwaukee.

Milwaukee will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

12. 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 Milwaukee. Milwaukee may terminate this Agreement at any time, but will not receive any payment from the District if Milwaukee does not complete the Project.

13. Maintenance Covenant

After the completion of construction, the District must receive a Maintenance Covenant from Milwaukee. The Maintenance Covenant will be limited to the Project. The term of the Maintenance Covenant will be ten years.

14. Exclusive Agreement

This Agreement is the entire agreement between Milwaukee and the District.

15. Severability

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

16. Applicable Law

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

17. 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 attorney's fees. If the dispute is not resolved within 30 days after it is referred to the mediator, then either party may take the matter to court.

18. Notices

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

- (a) when delivered personally to the recipient's address as stated on this Agreement; or
- (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

19. Independence of the Parties

This Agreement does not create a partnership. Milwaukee does not have authority to make promises binding upon the District or otherwise have authority to enter into contracts on the District's behalf.

20. Assignment

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

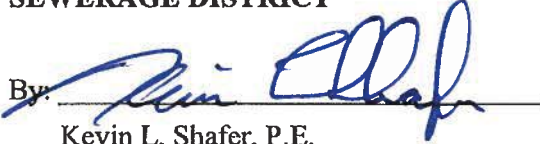
21. Public Records

Milwaukee will produce any records in the possession of Milwaukee that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Milwaukee will indemnify the District against any and all claims, demands, or causes of action resulting from Milwaukee's failure to comply with this requirement.

Signatures on Next Page

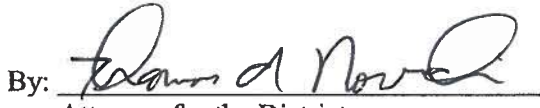
Good Hope Road Bioswales

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**


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

Date: 9/23/16

Approved as to Form

By: 
Attorney for the District

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

By: 
Ghassan Korban, P.E.
Commissioner

Date: 9/22/16

Green Solutions Funding Agreement

Good Hope Road Bioswales

M03076P41

Project Description

Milwaukee will install nine (9) bioswales in the median areas of West Good Hope Road between North 91st Street and North 107th Street, with an area of approximately 3,269 square feet and a total retention capacity of approximately 36,000 gallons.

As part of the project, sections of the medians will be excavated to install the materials of the bioretention section. The bioretention section will consist of an engineered soil, bedding, and storage layer. The engineered soil layer will consist of an 2.5 foot deep layer of a 70/30 ratio of sand to compost mix. A bedding layer will be below the engineered soil layer and will consist of a 4 inch deep layer of 3/8 inch stone. A 2-foot deep storage area of 1.5 inch washed stone will be installed below the bedding layer to capture and store stormwater. Storm water runoff from the road will enter the bioswales through special storm curb inlet grates that will be placed upstream of existing catch basins.

There will be a minimum of six inches of ponding depth available at each bioswale. For each bioswale, a 6-inch diameter perforated underdrain located at the top of the storage layer will convey excess stormwater to the storm sewer system. An 8-inch diameter overflow structure will be constructed and connected to the perforated underdrain, which will be connected to and discharge into the existing inlet. 6-inch diameter cleanouts will be installed on the perforated underdrain at each bioswale for cleaning and maintaining the perforated underdrains. When completed, the bioswales will be landscaped with native plants.

Schedule

Milwaukee will seek bids for construction in late summer or early fall of 2016. Milwaukee will award the contract and complete construction before December 31, 2017.

Outreach and Education

Milwaukee will post educational signage at the Project site. This signage will acknowledge District funding for the Project. In addition, Milwaukee will describe the Project and its benefits in a community newsletter or web page.

Construction Costs

Item	Quantity	Unit	Unit Price (\$)	Item Cost (\$)
Storm Curb Cut	22	Each	150	3,300
8" Dia. Storm Water Drain, Class "C" Bedding	71	LN. FT.	120	8,520
Erosion Control	1	LUMP SUM	1,500	1,500
6" Granite Cobbles	106	SQ. YDS.	200	21,156
Type "C" Lawn Replacement	1135	SQ. YDS.	5	5,677
Pavement Dowels	88	EACH	11	968
Concrete Curb & Gutter	132	LN. FT.	75	9,900
Mulch Surface Layer	363	SQ. YDS.	10	3,632
6" Dia. Perforated Underdrain PVC Pipe	275	LN. FT.	30	8,250
6" Diameter Cleanout	5	EACH	300	1,500
Engineered Soil	514	CU. YDS.	60	30,835
Filter Fabric	76	SQ. YDS.	10	764
Mobilization	1	LUMP SUM	6,500	6,500
Barricading	1	LUMP SUM	5,000	5,000
1 1/2" Crushed Stone	242	CU. YDS.	57	13,802
Excavation and Offsite Disposal	726	CU. YDS.	75	54,483
8" Dia. Overflow Stand Pipe with Grate	5	EACH	750	3,750
3/8" Bedding Chips	40	CU. YDS.	55	2,220
Plant Pot	3269	SQ. FT.	5	16,345
Plant Maintenance and Warranty	1	LUMP SUM	10,000	10,000
Total				\$208,102