



Green Solutions Funding Agreement G98005P37

Bioretention at 26th and Canal Streets

1. The Parties

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.

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. Stat. sec. 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, 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.
- F. The District's WPDES permit includes a goal of 50 million gallons of green infrastructure detention capacity.
- G. The District wants to expedite the amount of green infrastructure installed in its service area.
- H. Milwaukee plans to install green infrastructure that supports the District's green infrastructure goals.

3. 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. 14 of this Agreement.

4. District Funding

The District will reimburse Milwaukee for the cost of the project described in the attached project description (project), up to \$458,440. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

5. Location of the Project

The project will be north of West Canal Street, west of North 25th Street.

6. 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. a topographic map of the project site;
- C. design specifications for the project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- D. a tabulation of the bids received, including bidder name and price;
- E. a copy of the executed construction contract;
- F. a legal description of the property where the project is located, including parcel identification numbers, if a conservation easement is required;
- G. photographs of the completed project;
- H. a maintenance plan;
- I. an outreach and education strategy, including a description of events or activities completed or planned;
- J. an itemization of all construction costs, with supporting documentation;
- K. a W-9 Tax Identification Number form;
- L. a Small, Veterans, Women, and Minority Business Enterprise Report; and
- M. 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.

7. 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:

Andrew Kaminski, Project Manager
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.

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 Milwaukee 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

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 maintenance problems.

11. Permits, Certificates, and Licenses

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

12. Procurement

Milwaukee must select professional service providers according to the ordinances and policies of Milwaukee. 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 the ordinances and policies of Milwaukee. 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 the ordinances of Milwaukee.

13. 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.

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

Milwaukee will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against 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.

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

15. Conservation Easement

After the completion of construction, the District must receive a Conservation Easement from Milwaukee. The Conservation Easement will be limited to the Project. The term of the Conservation Easement will be ten years. Milwaukee will cooperate with the District to prepare the Conservation Easement.

16. Exclusive Agreement

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

17. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in 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 attorney's 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. Milwaukee does not have authority to make promises binding upon the District or otherwise have authority to contract on the District's behalf.

22. Assignment

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

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

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Jeffrey S. Polenske, P.E.
Commissioner

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

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Bioretention at 26th and Canal Streets

Project Description

Milwaukee constructed a 1-acre bioretention facility at North 25th Street and West Canal Street in 2006 to treat approximately 26 acres of West Canal Street tributary area and provide 80% TSS reduction. However, the facility has not been functioning as designed because no infiltration was occurring.

Milwaukee will completely rehabilitate the facility. As part of the project, the existing bioretention bed will be removed to install a new 42-inch deep layer of engineered soil composed of 70/30 ratio of sand to compost on the existing clay lined bed. Stormwater runoff from the tributary area will enter the bioretention bed from the existing forebay. The forebay was constructed to allow heavy sediment particles to settle out to minimize clogging of the engineered soil layer.

Six-inch diameter perforated underdrain will be placed at the bottom of the engineered soil to convey treated stormwater to the 15-inch diameter storm sewer and then into the Menomonee River. The underdrains will be surrounded by a 1-inch washed stone and wrapped with a geotextile fabric to prevent clogging of the pipes. Also, Six-inch diameter cleanouts will be installed to clean and maintain the perforated underdrains. When completed, the bioretention will be landscaped with native plants.

Schedule

Milwaukee will complete construction before December 31, 2019.

Budget

The total estimated construction cost is \$670,563, as shown by Table 1.

Outreach and Education

Milwaukee will post educational signage at the Project site. This signage will acknowledge District funding for the Project. The signage will be either (1) designed and provided by the District or (2) designed and provided by Milwaukee and approved by the District. In addition, Milwaukee will describe the Project and its benefits in a community newsletter or web page.

Table 1
Estimated Construction Costs
Bioretention at North 26th Street and West Canal Street

Item	Unit	Quantity	Unit Price	Total
Underdrains	Lump Sum	2,000	\$15	\$30,000
Cleanouts	Each	13	\$200	\$2,600
PVC storm sewer- 15-inch	Lump Sum	125	\$120	\$15,000
Engineered Soil	Cu. Yds.	6,000	\$30	\$180,000
Excavation and Off-Site Disposal	Cu. Yds.	7,000	\$50	\$350,000
Plants Pots	Each	5,000	\$16	\$80,000
Grading	Cu. Yds.	1,852	\$7	\$12,963
Total				\$670,563