



Green Infrastructure Funding Agreement G98005P135

Green Solutions (GS) Montana Street Bioswales

East Montana Street from South Quincy Avenue to South Howell Avenue

1. The Parties

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Milwaukee through its Department of Public Works (Milwaukee), 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. 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 (GI) 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 Wisconsin Pollutant Discharge Elimination System (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 \$290,150. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

5. Location of Project

The project is located at East Montana Street from South Quincy Avenue to South Howell Avenue as described in the project description.

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 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;
- 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 completed project;
- G. a maintenance plan;
- 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.

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, Senior 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

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 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.

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.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

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

By: _____
Jerrel Kruschke, P.E.
Commissioner

Date: _____

Date: _____

Approved as to Form

Attorney for the District

Green Infrastructure Funding Agreement G98005P135

**Green Solutions (GS)
Montana Street Bioswales
East Montana Street from South Quincy Avenue to South Howell Avenue**

Project Description

The City of Milwaukee is proposing to install 3 bioswales and 3 rain gardens in the terrace areas of the public right of way of East Montana Street from South Quincy Avenue to South Howell Avenue. See attached site plan. Approximately 1,278 sq. ft. of bioswales and rain garden will be constructed.

As part of the project, the terraces will be excavated to install a 1-1/2 foot deep layer of engineered soil composed of 70/30 ratio of sand to compost over a 4-inch strip of bedding layer. A 2-foot deep storage area of 1-inch clean washed stone will be installed below the engineered soil to capture and store stormwater. Stormwater runoff from the road will enter the bioswales and rain garden through special storm curb cut that will be placed upstream of existing catch basins to capture and divert the stormwater from the gutters into the bioswales and rain garden.

There will be a minimum of 6 inches of ponding depth available at each bioswale. For each bioswale, a 6-inch diameter perforated underdrain will be placed just below the bedding layer to convey treated stormwater to the storm sewer system. The overflow for the bioswales will be managed using 8-inch diameter overflow structures, constructed on the perforated underdrain, and continuing down to connect to an underlying stormwater main. A 6-inch diameter cleanout will also be installed on each bioswale to clean and maintain the perforated underdrains. Similarly, each rain garden will maintain a minimum ponding depth of 6 inches. When completed, the bioswales and rain garden will be landscaped with native plants. Educational signs will be placed at various locations explaining the functions and benefits of the Best Management Practices as well as indicating that the project includes funds from the District.

Schedule

Milwaukee will complete the project by December 31, 2024.


Budget

QUANTITY	UNIT	ITEM	ESTIMATE D UNIT PRICE	ESTIMATE D TOTAL
48	In. Dia	Trees, Clearing	\$500	\$24,000
48	In. Dia	Trees, Grubbing	\$500	\$24,000
50	Sq. Yds.	Type "A" Lawn Replacement	\$50	\$2,500
10	Lin. Ft.	8" Dia. Storm Water Drain, Class "C" Bedding	\$200	\$2,000

Figure 1 Montana Street Bioswales

East Montana Street Bioretention/Raid Garden Bump Outs
From S Adams Av to S Humboldt Park Ct
Aldermanic District 14

8/29/2023

 Bump_Out_Locations



SWMBE / EEO Data Report
Montana Street 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		
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.

The labor market availability figures for the Milwaukee-Waukesha Primary Metropolitan Statistical Area (PMSA) for 2023 are: Minorities 26%, Females 48%.

Local Market Availability: Minorities _____ % Females _____ %

Firm Name _____

Address _____

City/State/Zip _____

Contact Person _____

E-mail Address _____