



## Green Solutions Funding Agreement G98005P89

### **Howard Avenue Bioswales**

#### **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 \$287,000. The District will provide funding after the District receives the Baseline Report and the Maintenance Covenant.

## **5. Location of the Project**

The project will be in the terrace areas of West Howard Avenue between South 76<sup>th</sup> Street and South 92<sup>nd</sup> 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 Maintenance Covenant 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. 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. Milwaukee will cooperate with the District to prepare the Maintenance Covenant.

## **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

## Green Solutions Funding Agreement G98005P89

### **Howard Avenue Bioswales**

#### **Project Description**

Milwaukee will install 10 bioswales in the terrace areas of West Howard Avenue between South 76<sup>th</sup> Street and South 92<sup>nd</sup> Street. Approximately 6,200 sq. ft. of bioswales will be constructed in this project.

As part of the project, the terraces will be excavated to install a layer of engineered soil 1.5 feet deep. This layer will be composed of a 70/30 ratio of sand to compost over a 4-inch strip of bedding layer. A storage area will be installed below the engineered soil to capture and store stormwater. This storage area will be two feet deep and composed of 1.5-inch clean washed stone. 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 to capture and divert the storm water from the gutters into the bioswales.

Each bioswale will have a minimum of 6-inches of ponding depth. 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 six 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. The remaining four will utilize a catch basin already in the footprint of the bioswale. Each of these catch basins will similarly connect to a stormwater main. A 6-inch diameter cleanout will also be installed on each bioswale to clean and maintain the perforated underdrains. When completed, the bioswales will be landscaped with native plants.

#### **Schedule**

Milwaukee will complete construction before December 31, 2022.

#### **Budget**

The total estimated construction cost is \$287,000, as shown by Table 1.

#### **Outreach and Education**

Milwaukee 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 Milwaukee and approved by the District,
2. be at a location approved by the District, and
3. identify the District as funding the green infrastructure by name, logo, or both.

Table 1  
**Estimated Bioswale Construction Costs**  
**West Howard Avenue between South 76<sup>th</sup> Street and South 92<sup>nd</sup> Street**

QUANTITY	UNIT	ITEM	ESTIMATED UNIT PRICE	ESTIMATED TOTAL
4,112	Each	Plant Pot	\$19	\$78,124
1,058	Cu. Yds.	Excavation and Offsite Disposal	\$58	\$61,364
615	Cu. Yds.	Engineered Soil	\$55	\$33,798
461	Cu. Yds.	1" Crushed Stone	\$47	\$21,667
10	Each	Storm Curb Inlet With Grate Type "A"	\$2,500	\$25,000
496	Lin. Ft.	6" Dia. Perforated Underdrain PVC Pipe	\$22	\$10,912
1	Lump Sum	Plants Maintenance and Warranty	\$8,000	\$8,000
1	Lump Sum	Barricading	\$6,000	\$6,000
100	Lin. Ft.	Concrete Curb & Gutter	\$83	\$8,300
18	Each	6" Dia. Cleanout	\$320	\$5,760
79	Cu. Yds.	3/8" Bedding Layer	\$43	\$3,397
4	Each	8" Dia. Overflow Stand Pipe w/ Dome Grate	\$851	\$3,404
52	Cu. Yd.	Shredded Hardwood Bark Mulch	\$70	\$3,640
1	Lump Sum	Erosion Control	\$3,000	\$3,000
6	Each	Catch Basin Alteration	\$500	\$3,000
289	Sq. Yds.	Geotextile Filter Fabric, Type DF	\$8	\$2,312
119	Sq. Yds.	Type "A" Lawn Replacement	\$20	\$2,380
14	Sq. Yds.	6" Granite Cobbles	\$115	\$1,610
11	Lin. Ft.	8" Dia. Storm Water Drain, Class "C" Bedding	\$120	\$1,320
120	Each	Pavement Dowels	\$10	\$1,200
3	Each	Informational Sign Posts	\$430	\$1,290
119	Sq. Yds.	Type "C" Lawn Replacement	\$10	\$1,190
4,112	Each	Plant Pot	\$19	\$78,124
Total				\$ 287,000