

**AGREEMENT FOR MAINTENANCE OR OTHER ROADSIDE LANDSCAPING
WITHIN MILWAUKEE COUNTY TRUNK HIGHWAY (CTH) RIGHT-OF-WAY
AGREEMENT NO. 2015Y1**

The Milwaukee County Department of Transportation (MCDOT), in order to clearly define responsibilities for certain actions within County Highway right-of-way, herewith enters into an agreement with the City of Milwaukee, hereinafter designated as the “City”, to perform the following actions within the limits of the right-of-way of the County Trunk Highway now designated as CTH Y East Layton Avenue, from South Howell Avenue to STH 794, in the City of Milwaukee, Milwaukee County, Wisconsin:

- Install, own and maintain bioswales and associated facilities (storm sewer connections, drains, plantings, etc.) in the medians as shown on the approved and attached 2015 plans for Project No. 2070-10-70, East Layton Avenue (CTH Y), South Howell Avenue to STH 794.
- Mowing of medians adjacent to the bioswales is considered part of “associated facilities”.

NOTE: If the work in this agreement is not performed as part of Project No. 2070-10-70, a separate “Permit for Work or Encroachment within County Highway R.O.W.” will be required before starting work. Submit a plan of precise description of the work with the permit application.

The agreement shall be subject to the following provisions and conditions:

1. The work will be performed as part of the MCDOT improvement project, I.D. 2070-10-70, East Layton Avenue (CTH Y), South Howell Avenue to STH 794 (plans sheets attached). Any remaining work to be performed by the City for the bioswales and associated facilities requires a MCDOT permit prior to work starting as noted above.
2. The City will have ownership of the bioswales and the associated facilities, receiving a full credit of 76% for the Total Suspended Solids (TSS) reduction.
3. Once the landscape planting surveillance and care cycles have been completed as described in the Special Provisions of Project No. 2070-10-70, the City will maintain in good condition the bioswales and all associated facilities to ensure that the facilities are and remain in proper working condition (i.e. operating as intended by the original design to infiltrate and treat stormwater runoff). This shall include, but not be limited to, the bioswale structures, drains, and connections to the MCDOT’s storm sewer; weeding; replacement of dead/damaged plantings; mowing and trimming grass; and removal of litter and debris and maintenance in accordance to the City’s bio-retention facility maintenance contract at no cost to the MCDOT. At a minimum, the City shall mow a 5-foot square perimeter around bioswales/landscaping and mow within this square area, including the entire median width from the north median curb to the south median curb of E. Layton Ave. (CTH Y). Plantings that interfere with the visibility and sight distance shall be removed by the City.
4. MCDOT will grant the City a permanent easement to enter the area of the bioswales and associated facilities for the purpose of performing the maintenance described above.
5. MCDOT accepts no responsibility for loss or damage that may occur to the bioswales and plantings, and the City shall be fully aware that the plantings are subject to mortality, thinning, normal hazard due to maintenance operations, snow control, calcium chloride damage, and public utility installation or alteration; trimming or removal if and when they cause restrictions to sight distance or hazardous snow or ice conditions on the roadway.
6. Should reconstruction or other improvement of the road be undertaken; and possible partial or complete abandonment or obliteration or return to private ownership if the future changes in road location should be made, the City shall remove or relocate their facilities at their expense.

7. If at any time after the City has assumed landscaping maintenance responsibility it shall come to the attention of MCDOT that the bioswales and associated facilities are not properly maintained pursuant to the terms of this agreement, the MCDOT or designee may issue a written notice to the City that a deficiency or deficiencies exist(s). Upon receipt of the notice, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, MCDOT may terminate the agreement, in which case the City shall at its own expense and within sixty (60) days after written notice by MCDOT, remove all of the landscaping that the MCDOT directs be removed and return the right-of-way to its original condition, and relinquish any TSS removal credits from this project obtained per this agreement.
8. The City shall keep in force during the period of this agreement public liability insurance, property damage insurance and worker's compensation insurance through an insurance policy(ies).
9. The City agrees to indemnify and hold MCDOT harmless from any claim or cause of action arising in any way from the installation, maintenance (or deficiency thereof) or malfunction of the bioswales, which the City will own and maintain under the terms of this agreement. The City also agrees to the following:

"The City agrees to indemnify and save harmless the MCDOT from and against all liabilities, claims, demands, judgements, losses, and all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, including both parties hereto and their employees, arising from the City's work under this agreement."

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the MCDOT shall constitute an agreement between the City and the MCDOT.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation (MCDOT) _____ Title	_____ Date
_____ Brian Dranzik Name (Written Clearly)		

Signed for and on behalf of the City of Milwaukee:

_____ Signature	Commissioner of Public Works _____ Title	_____ Date
_____ Ghassan A. Korban Name (Written Clearly)		