



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.

Good Hope Road Bioswales

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

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Ghassan Korban, P.E.
Commissioner

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

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Good Hope Road Bioswales

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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 4,800 square feet and a total retention capacity of approximately 30,000 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 eighteen inch 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, 2016.

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 (\$)	Cost (\$)
Barricading	1	LS	10,000	10,000
Erosion Control	1	LS	2,500	2,500
Remove Excess Excavated Material	886	CY	100	88,629
2½ Inch Crushed Stone (30 inch)	355	CY	55	19,511
Filter Fabric	100	SY	6	602
3/8 Inch Bedding Chips	59	CY	45	2,634
Engineered Soil (18 inches)	333	CY	60	19,955
Mulch Surface Layer	532	SY	10	5,321
6 Inch Granite Cobbles	64	SY	110	7,040
6 Inch Perforated Underdrain	361	LF	30	10,836
8 Inch Stormwater drain, Class C Bedding	90	LF	150	13,500
6 Inch Diameter Cleanout	18	EA	350	6,300
Sewer Frame Adjustment	9	EA	700	6,300
8 Inch Diameter Overflow Stand Pipe with Grate	9	EA	1,000	9,000
Storm Curb Inlet Frame and Grate Type A	18	EA	4,250	76,500
Concrete Curb and Gutter	180	LF	175	31,500
Lawn Replacement, Type C	80	SY	10	803
Plants	4,789	SF	6	28,735
Plant Maintenance and Warranty	1	LS	20,000	20,000
			Total	359,666