

Green Solutions Funding Agreement

West Durham Avenue

M03076P28

This Agreement is between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of West Allis (West Allis), with its principal place of business at 7525 West Greenfield Avenue, West Allis, Wisconsin, 53227.

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 one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, West Allis 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 West Allis receives final payment from the District or when the parties terminate this Agreement according to sec. 12 of this Agreement.

2. District Funding

The District will reimburse West Allis for the cost of the project described in the attached project description (Project), up to \$73,555. The District will provide funding after the District receives the Baseline Report and the Ten Year Maintenance Covenant.

3. Location of the Project

The Project is in West Durham Avenue, between South 90th Street and South Orleans Avenue.

4. Baseline Report

After completion of the Project, West Allis 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 West Allis's employees, contractors, consultants, and volunteers.

5. Procedure for Payment

West Allis 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.

West Allis will send the Baseline Report and the invoice to:

Thomas Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 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 West Allis 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

West Allis 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 West Allis 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 West Allis ineligible for future District funding until West Allis corrects the maintenance problems.

9. Permits, Certificates, and Licenses

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

10. Public Bidding

West Allis must select professional service providers according to West Allis's ordinances and policies. West Allis must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and West Allis'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 West Allis must provide an opinion from a licensed attorney representing West Allis explaining why the procurement complies with State of Wisconsin law and West Allis's ordinances.

11. Responsibility for Work, Insurance, and Indemnification

West Allis is solely responsible for planning, design, construction and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

West Allis 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 West Allis.

West Allis 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, such as, but not limited to, breach of this Agreement by West Allis. West Allis may terminate the Agreement at any time, but will not receive any payment from the District if West Allis does not complete the Project.

13. Ten Year Maintenance Covenant

After the completion of construction, the District must receive a Ten Year Maintenance Covenant from West Allis. The extent of the Covenant will be limited to the Project. West Allis will cooperate with the District to prepare the Covenant.

14. Exclusive Agreement

This Agreement is the entire agreement between West Allis 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:

- when delivered personally to the recipient's address as stated on this Agreement; or
- 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. West Allis 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

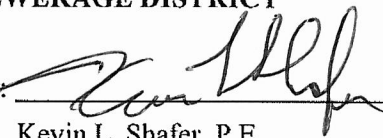
West Allis may not assign any rights or obligations under this Agreement without the District's prior written approval.

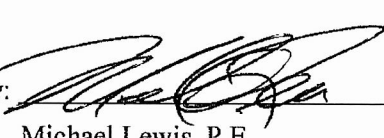
21. Public Records

West Allis will produce any records in the possession of the West Allis 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. West Allis will indemnify the District against any and all claims, demands, or causes of action resulting from West Allis's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF WEST ALLIS

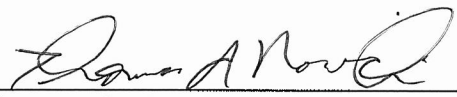
By: 
Kevin L. Shafer, P.E.
Executive Director

By: 
Michael Lewis, P.E.
City Engineer

Date: 4/24/15

Date: 4/15/2015

Approved as to Form

By: 
Attorney for the District

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Project Description

West Durham Avenue currently is a 16'-20' wide Macadam street. It is approximately 300' long and in very poor shape. The original plan was to construct the 20' wide street with an inverted crown. Surface water would drain to a catch basin at the low end of the alley.

After reviewing Green Solutions options, the City of West Allis decided to design a 4' wide strip of porous pavers in the middle of the street, as shown in the attached drawings. This design will allow storm water from the approximate 26,200 square foot drainage area to enter the engineered stone under the street instead of drain to our storm sewer system. A perforated 6" pipe will be placed in the stone trench to capture any excess water in a large rainfall.

According to the manufacturer, the pavers have an infiltration rate of 3.78cfs. The estimated infiltration rate of a 4 in/hour storm in this basin area is 1.09 cfs.

To capture the first 0.5" of rainfall, West Allis calculated a needed depth of stone under the 6" underdrain of 8.05 inches. West Allis will be placing at least 12" of stone under the 6" Storm Underdrain, which will provide adequate storage.

Pollutant removal will be high because in most events there will be no runoff from the site.

Budget

The anticipated cost of this project is \$183,000, with the Green Solutions portion at \$128,500.

<u>Green Solutions Item</u>	<u>Units</u>	<u>Estimated Price</u>	<u>Total</u>
Excavation	1,200 Cu. Yds.	\$30.00	\$36,000
Permeable Interlocking Conc. Pvmt.	1,060 Sq. Ft.	\$10.00	\$10,600
12 Oz. Non-Woven Protect Geo.	1,300 Sq. Yds.	\$6.00	\$7,800
ASTM Number 8 Stone	30 Tons	\$30.00	\$900
ASTM Number 57 Stone	170 Tons	\$30.00	\$5,100
ASTM Number 2 Stone	2,000 Tons	\$26.00	\$52,000
6" Dia. Storm Underdrain	230 Lin. Ft.	\$70.00	\$16,100

TOTAL ADDITIONAL COST FOR GREEN SOLUTIONS INSTALLATION = \$128,500

Street Item	Units	Estimated Price	Total
Sodding	400 Sq. Yds.	\$7.00	\$2,800
Asphalt/Concrete Sawing	100 Lin. Ft.	\$2.00	\$200
Asphaltic Surface Removal	150 Sq. Yds.	\$15.00	\$2,250
5" Concrete Sidewalk	240 Sq. Ft.	\$8.00	\$1,920
7" Concrete Alley Pavement	560 Sq. Yds.	\$30.00	\$16,800
3'-6" Dia. Storm Manhole	6 Vert. Ft	\$400.00	\$2,400
HMA Pavement	30 Tons	\$125.00	\$3,750
TOTAL STREET COST =			\$30,120
Design & Inspection			
Green Solutions		(15% of \$128,500)	\$19,275
Street		(15% of \$30,120)	\$4,518
TOTAL PROJECT COST (ROUNDED)			\$183,000

Schedule

The bid date is April 16, 2015. Construction will be complete by October 2015.

Outreach and Education

West Allis will post educational signage at the Project site. This signage will acknowledge District funding for the Project. In addition, West Allis will describe the Project and its benefits in a community newsletter or web page.

