

7.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2008-0080      Resolution      In Committee

Resolution authorizing the Director of Public Works to accept the proposal of Earth Tech to provide consulting services relative to the NR216 Permit compliance requirements for 2008 for a sum not to exceed \$37,607.

Introduced: 4/14/2008

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-14-08</u>			Barczak				
			Czaplewski				
			Dobrowski				✓
		✓	Kopplin	✓			
			Lajsic				
			Narlock	✓			
			Reinke				
			Sengstock		✓		
			Vitale	✓	✓		
		Weigel					
		TOTAL		4			1

SIGNATURE OF COMMITTEE MEMBER

Rudolf Jankal      \_\_\_\_\_  
Chair      Vice-Chair      Member

COMMON COUNCIL ACTION adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-14-08</u>			Barczak	✓			
			Czaplewski	✓			
			Dobrowski				✓
			Kopplin	✓			
		✓	Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
		Weigel	✓				
		TOTAL		9	1		1



Mike Reimer

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0080**

**Final Action:**

**Sponsor(s):** Public Works Committee

APR 14 2008

Resolution authorizing the Director of Public Works to accept the proposal of Earth Tech to provide consulting services relative to the NR216 Permit compliance requirements for 2008 for a sum not to exceed \$37,607.

WHEREAS, in 1996 the City of West Allis, in anticipation of the future need to comply with and fund various Federal Clean Water initiatives initiated an RFP for consulting services to assist the City in determining the best approach; and,

WHEREAS, from the RFP's received, West Allis selected Earth Tech Inc. (formerly Rust Environmental) to perform the required services; and,

WHEREAS, the outgrowth of Earth Tech's work was the development of the West Allis Stormwater Utility; and,

WHEREAS, during the development of the Utility Earth Tech also provided consulting services in the preparation of the "Preapplication Stormwater Discharge Permit", required by NR216.05; and,

WHEREAS, following the Department of Natural Resources approval of the preapplication, Earth Tech assisted the City in the development of the NR216 Stormwater Discharge Permit application; and,

WHEREAS, in 2004, the Wisconsin Department of Natural Resources issued a WPDES Stormwater Permit to the City of West Allis; and,

WHEREAS, in part, the permit sets forth a compliance schedule for implementing various programs and activities; and,

WHEREAS, Earth Tech has continued to provide professional services relative to the City's Stormwater Utility and WPDES permit requirements for 2005, 2006, and 2007; and,

WHEREAS, Earth Tech, in the agreement attached hereto, has proposed to develop technical reports and implement monitoring programs required of the WPDES Permit for 2008; and,

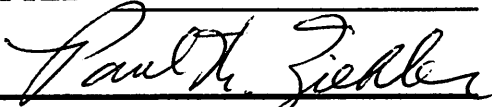
WHEREAS, given Earth Tech's comprehensive knowledge of and continued involvement with the City of West Allis storm sewer system, the Director of Public Works has previously provided documentation to the Purchasing/Central Services Division that the work similar to that involved in

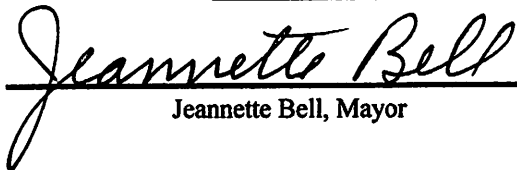
this contract is inappropriate for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that it accepts the proposal attached hereto, submitted by Earth Tech, Inc. for providing consulting services relative to compliance with the WDNR WPDES Stormwater permit for West Allis, for a sum not to exceed \$37,607, the funding of such services shall be paid by the City's Stormwater Utility.

BE IT FURTHER RESOLVED that the Director of Public Works is hereby authorized to execute the attached Agreement and the Purchasing/Central Services Division be and is hereby authorized to issue a purchase order for the aforementioned services.

earth tech-nr216.res

ADOPTED APR 14 2008  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED APR 14 2008  
  
Jeannette Bell, Mayor



**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

This Agreement between EARTH TECH, Inc, a California corporation, ("ETI") with offices at 1020 N. Broadway, Suite 400, Milwaukee, Wisconsin 53202, and The City of West Allis ("CLIENT"), with City Hall at 7525 West Greenfield Avenue, West Allis, WI 53214 and the Department of Public Works office at 6300 W. McGeoch Avenue, West Allis, WI 53219.

1. ETI agrees to perform the services described in its PROPOSAL dated: April 1, 2008, including attachments and amendments ("SERVICES").
2. CLIENT authorizes ETI to perform these SERVICES for the following project and location:

**City of West Allis  
2008 NR 216 Compliance**

3. ETI is willing to perform the SERVICES in exchange for the following fee (check and complete):

\_\_\_\_\_ CLIENT will pay on a time and material basis. ETI will invoice according to the Fee Schedule\* attached to the PROPOSAL.

\_\_\_\_\_ CLIENT will pay a lump sum of \$ \_\_\_\_\_ ETI will invoice monthly on a percentage completed basis.

X  CLIENT will pay on a time and material basis not to exceed the sum of \$ 37,607. ETI will invoice according to the per diem rates in effect at the time the services are executed.

\_\_\_\_\_ CLIENT will pay a retainer in the amount of \$ \_\_\_\_\_, to be applied against the fee.

\* ETI reserves the right to adjust its Fee Schedule annually.

4. **Billing:** ETI will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice except to the extent Client notifies ETI of a bona fide objection in writing within said 30-day period. CLIENT will pay an additional charge of one and one-half percent (1.5%) per month not to exceed the maximum rate allowed by law for any payment received by ETI more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, ETI may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions: \_\_\_\_\_ NONE \_\_\_\_\_ ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 18 on the following page). This Agreement when executed by Earth Tech is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT City of West Allis

ETI - EARTH TECH, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Scott C. Solverson, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



7. **Standard of Care:** ETI will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.
8. **Indemnity/Limitation of Liability:** Subject to any limitations stated in this Agreement, ETI will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ETI or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ETI will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ETI and not against its officers, employees, directors, or shareholders. *Each party agrees to limit the other party's liability due to breach of contract, warranty or negligent acts, errors or omissions of ETI to \$50,000 or the fee paid to ETI under this Agreement, whichever is greater.*
9. **Insurance:** During the period that Services are performed under this Agreement, ETI will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence.); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate. *Client agrees ETI will not be liable for any loss, damage, or liability arising out of this Agreement beyond the coverage and conditions of such insurance with limits as stated above.*
10. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ETI. In the event ETI encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ETI may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ETI has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ETI, from any claim or liability, arising out of ETI's performance of work under this Agreement and made or brought against ETI for any actual or threatened environmental pollution or contamination except to the extent that ETI has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ETI in defense of such claim.
11. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ETI may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.
12. **Buried Utilities:** In those situations where ETI performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ETI information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ETI will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ETI will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ETI to proceed.
13. **Documents and Records:** CLIENT acknowledges that ETI's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data ETI prepares for CLIENT under this Agreement shall become property of CLIENT upon payment of ETI's fee. CLIENT will not use any ETI data or report for any purpose other than its original purpose as defined in the PROPOSAL.
14. **Change Orders:** ETI will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ETI will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.
15. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and ETI.
16. **Assignment/Status:** Neither party shall delegate, assign, sublet or transfer any interest in this Agreement without the written consent of the other party. ETI is an independent consultant and not the agent or employee of CLIENT.
17. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay ETI costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.
18. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement. Venue for any litigation arising from this Agreement shall be in the Milwaukee County, Wisconsin Circuit Court or the U.S. District Court for the Eastern District of Wisconsin.

## **APPENDIX A SCOPE OF SERVICES**

### **2008 NR 216 Storm Water Compliance for the City of West Allis April 1, 2008**

#### **Project Background**

The City of West Allis is in its fifth year of its second WPDES municipal storm water discharge permit. This permit authorizes and regulates the discharge of storm water from the City's municipal separate storm sewer systems to waters of the State of Wisconsin. This permit requires the City of West Allis to be responsible for the following tasks, which are to be conducted and/or submitted to the Wisconsin Department of Natural Resources (WDNR). Earth Tech will conduct monitoring activities and has coordinated with the Milwaukee Metropolitan Sewerage District (MMSD) to conduct wet weather monitoring activities in compliance with the items listed in this scope for submittal with the City's annual report due to the WDNR by March 31, 2009.

#### **1.0 Illicit Discharge (Dry Weather) Monitoring**

In general, the project will be conducted in accordance with the Illicit Connections/Dry Weather Field Screening Proposal submitted to the WDNR in March 2005. However, differing and additional monitoring sites have been determined, based on the 2007 monitoring and IDDE report.

##### **1.1 Field Screening**

In spring, summer, and/or fall of 2008 conduct a screening of all 49 major outfalls. Where flow is observed, provide additional information on the Chemical Testing Form including chemical testing on grab samples using portable test kits. Testing parameters include pH, detergents, chloride, phenols and copper.

##### **1.2 Memo/Meetings**

Meet with the City to review the results of field screening. Outfalls where flow was observed and chemical testing indicates potential discharges will be focused on. The decision to conduct any follow-up illicit discharge investigations will be based on the results of that meeting and if necessary, after consultation with the WDNR. Results will be summarized in a format acceptable for inclusion in the City's annual NR 216 report due March 31, 2009.

##### **1.3 Illicit Discharge Investigation (as needed/authorized)**

Based on the results of the outfall field screening, if an illicit discharge is suspected, the source of that discharge will be investigated as outlined in Section 4.1 of the 2007 Illicit Discharge Detection and Elimination (IDDE) Monitoring Report. Efforts to provide follow-up services for wet outfalls to investigate potential illicit discharges will be provided on a time and materials basis since the number of illicit discharges that may be identified is unknown as is the level of effort necessary to locate them. The level of effort will be estimated as necessary based on results/discussion with the City and will be only initiated as authorized by the City.



## **2.0 Wet Weather Monitoring**

The City of West Allis NR 216 Stormwater Discharge Permit (Part D.1) requires the City to monitor representative outfalls to characterize the quality of storm water discharges from the municipal separate storm sewer system. In an agreement between WDNR and the City, the permit requirements were modified to include the following tasks, which Earth Tech will monitor on behalf of the City of West Allis in support of on going sampling efforts by the MMSD in and around State Fair Park. It is assumed that MMSD will collect the samples referenced here and MMSD and the Great Lakes Water Institute will conduct all laboratory analyzes.

### **2.1 Coordinate Monitoring in and Around the Wisconsin State Fair Park**

- 2.1.1 Earth Tech will receive sampling data from MMSD and Great Lakes Water Institute. MMSD crews will perform sampling efforts for State Fair Park.
- 2.1.2 Earth Tech will report progress back to the City and State Fair Park.
- 2.1.3 Earth Tech will coordinate two meetings between the City, State Fair Park, MMSD and WDNR relative to (1) interpretation of findings and results, and (2) develop recommendations for future follow-up sampling, investigations (smoke testing, dye water testing) or corrective actions.
- 2.1.4 Earth Tech will prepare a memorandum summarizing the results of the samples taken at Wisconsin State Fair Park. The memorandum will include our conclusion of the interpretation of the analytical results, a comparison to the 2007 results, and the recommended next course(s) of action.

### **2.2 Background Sampling of Honey Creek**

Earth Tech will coordinate with MMSD to collect samples from outfall HC-02, adjacent to the intersection of South 77<sup>th</sup> Street and Dakota Avenue, for the discharges to Honey Creek. The sampling events will be determined by Earth Tech and will be coordinated with the timing of the samples taken at State Fair Park by MMSD. Earth Tech will rely on MMSD and the Great Lakes Water Institute to provide laboratory services to analyze the samples for the same parameters as State Fair Park.

Earth Tech will prepare a memorandum summarizing the results of the samples taken in the City of West Allis. The memorandum will include an analytical interpretation and analysis of the results, a comparison to the results from 2007 and the recommended next course(s) of action.

### **3.0 Reapplication for Municipal Storm Water Discharge Permit**

Earth Tech will prepare, in coordination with City of West Allis staff, a reapplication for the City's NR 216 Municipal Storm Water Discharge Permit. This application is due to the WDNR by April 1, 2008 prior to the October 1, 2008 expiration of the City's current NR 216 Municipal Storm Water Discharge Permit.



A tyco International Ltd. Company



**ASSUMPTIONS:**

The City shall furnish Earth Tech all information, which Earth Tech may rely upon without independent verification in performing the Services. We have previously received the City's storm sewer network, but may require additional information during the completion of this scope of services. Much of this information may already be available from reports generated by Earth Tech with the City.

Earth Tech has contacted MMSD to ascertain their participation in the 2008 sampling efforts for Wisconsin State Fair Park and Basin HC-02, but have not yet received their acknowledgement. In the event that MMSD does not participate in the sampling efforts for Wisconsin State Fair Park and Basin HC-02, Earth Tech can perform the sampling and coordinate the analysis of the samples with the Great Lakes Water Institute for the Human Bacteroides confirmations. The retrieval of the samples is considered an additional scope item and will be negotiated with the Client, if required.

**DELIVERABLES:**

Earth Tech will provide the City of West Allis:

1. A 2008 IDDE Report, consisting of monitoring of all 49 major outfalls.
2. A meeting with the City of West Allis to review the IDDE monitoring results and report.
3. Two (2) meetings with MMSD, WDNR and the City of West Allis to discuss the monitoring procedures and results from the 2008 Wisconsin State Fair Park storm water monitoring.
4. A wet weather monitoring memo for the work completed at Wisconsin State Fair Park.
5. A wet weather monitoring memorandum for the work completed at Outfall HC02.
6. A reapplication for municipal storm water discharge permit, completed by April 1, 2008.

**COST ESTIMATE:**

<b>Task</b>	<b>NR 216 Stormwater Permit Compliance Requirements</b>	<b>Cost</b>
1.1-1.2	<b>Illicit Discharge (Dry Weather) Monitoring</b>	\$27,899
1.3	<b>Illicit Discharge Follow-up (as needed/authorized)</b>	T&M as Authorized
2.1 – 2.2	<b>Wet Weather Monitoring</b>	\$6,000
3.0	<b>NR 216 Municipal Storm Water Permit Reapplication</b>	\$1,316
	<b>Travel, Testing Supplies, Etc.</b>	\$2,392
	<b>Total</b>	<b>\$37,607</b>



A tyco International Ltd. Company

**Please send an executed copy to  
the Clerk's Office with this note  
attached.**

**Thank you.**

**Res. No.** R-2008-0080  
**Date Adopted** 4-14-08

**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

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**City of West Allis  
2008 NR 216 Compliance**

- 3. ETI is willing to perform the SERVICES in exchange for the following fee (check and complete):

CLIENT will pay on a **time and material** basis. ETI will invoice according to the Fee Schedule\* attached to the PROPOSAL.

CLIENT will pay a **lump sum** of \$ \_\_\_\_\_ ETI will invoice monthly on a percentage completed basis.

CLIENT will pay on a **time and material basis not to exceed** the sum of \$ 37,607. ETI will invoice according to the per diem rates in effect at the time the services are executed.

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5. Special Provisions:  NONE  ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 18 on the following page). This Agreement when executed by Earth Tech is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT City of West Allis

ETI - EARTH TECH, INC.

By: Michael F. Permyer

By: Scott C. Solverson

Name: MICHAEL F. PERMYER

Name: SCOTT C. SOLVERSON, P.E.

Title: DIRECTOR OF PUBLIC WORKS

Title: Vice President

Date: 4/19/08

Date: 4/13/2008





**7. Standard of Care:** ETI will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

**8. Indemnity/Limitation of Liability:** Subject to any limitations stated in this Agreement, ETI will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ETI or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ETI will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ETI and not against its officers, employees, directors, or shareholders. *Each party agrees to limit the other party's liability due to breach of contract, warranty or negligent acts, errors or omissions of ETI to \$50,000 or the fee paid to ETI under this Agreement, whichever is greater.*

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**15. Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and ETI.

**16. Assignment/Status:** Neither party shall delegate, assign, sublet or transfer any interest in this Agreement without the written consent of the other party. ETI is an independent consultant and not the agent or employee of CLIENT.

**17. Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay ETI costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

**18 Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement. Venue for any litigation arising from this Agreement shall be in the Milwaukee County, Wisconsin Circuit Court or the U.S. District Court for the Eastern District of Wisconsin.

# **APPENDIX A SCOPE OF SERVICES**

## **2008 NR 216 Storm Water Compliance for the City of West Allis April 1, 2008**

### **Project Background**

The City of West Allis is in its fifth year of its second WPDES municipal storm water discharge permit. This permit authorizes and regulates the discharge of storm water from the City's municipal separate storm sewer systems to waters of the State of Wisconsin. This permit requires the City of West Allis to be responsible for the following tasks, which are to be conducted and/or submitted to the Wisconsin Department of Natural Resources (WDNR). Earth Tech will conduct monitoring activities and has coordinated with the Milwaukee Metropolitan Sewerage District (MMSD) to conduct wet weather monitoring activities in compliance with the items listed in this scope for submittal with the City's annual report due to the WDNR by March 31, 2009.

### **1.0 Illicit Discharge (Dry Weather) Monitoring**

In general, the project will be conducted in accordance with the Illicit Connections/Dry Weather Field Screening Proposal submitted to the WDNR in March 2005. However, differing and additional monitoring sites have been determined, based on the 2007 monitoring and IDDE report.

#### **1.1 Field Screening**

In spring, summer, and/or fall of 2008 conduct a screening of all 49 major outfalls. Where flow is observed, provide additional information on the Chemical Testing Form including chemical testing on grab samples using portable test kits. Testing parameters include pH, detergents, chloride, phenols and copper.

#### **1.2 Memo/Meetings**

Meet with the City to review the results of field screening. Outfalls where flow was observed and chemical testing indicates potential discharges will be focused on. The decision to conduct any follow-up illicit discharge investigations will be based on the results of that meeting and if necessary, after consultation with the WDNR. Results will be summarized in a format acceptable for inclusion in the City's annual NR 216 report due March 31, 2009.

#### **1.3 Illicit Discharge Investigation (as needed/authorized)**

Based on the results of the outfall field screening, if an illicit discharge is suspected, the source of that discharge will be investigated as outlined in Section 4.1 of the 2007 Illicit Discharge Detection and Elimination (IDDE) Monitoring Report. Efforts to provide follow-up services for wet outfalls to investigate potential illicit discharges will be provided on a time and materials basis since the number of illicit discharges that may be identified is unknown as is the level of effort necessary to locate them. The level of effort will be estimated as necessary based on results/discussion with the City and will be only initiated as authorized by the City.

## **2.0 Wet Weather Monitoring**

The City of West Allis NR 216 Stormwater Discharge Permit (Part D.1) requires the City to monitor representative outfalls to characterize the quality of storm water discharges from the municipal separate storm sewer system. In an agreement between WDNR and the City, the permit requirements were modified to include the following tasks, which Earth Tech will monitor on behalf of the City of West Allis in support of on going sampling efforts by the MMSD in and around State Fair Park. It is assumed that MMSD will collect the samples referenced here and MMSD and the Great Lakes Water Institute will conduct all laboratory analyzes.

### **2.1 Coordinate Monitoring in and Around the Wisconsin State Fair Park**

- 2.1.1 Earth Tech will receive sampling data from MMSD and Great Lakes Water Institute. MMSD crews will perform sampling efforts for State Fair Park.
- 2.1.2 Earth Tech will report progress back to the City and State Fair Park.
- 2.1.3 Earth Tech will coordinate two meetings between the City, State Fair Park, MMSD and WDNR relative to (1) interpretation of findings and results, and (2) develop recommendations for future follow-up sampling, investigations (smoke testing, dye water testing) or corrective actions.
- 2.1.4 Earth Tech will prepare a memorandum summarizing the results of the samples taken at Wisconsin State Fair Park. The memorandum will include our conclusion of the interpretation of the analytical results, a comparison to the 2007 results, and the recommended next course(s) of action.

### **2.2 Background Sampling of Honey Creek**

Earth Tech will coordinate with MMSD to collect samples from outfall HC-02, adjacent to the intersection of South 77<sup>th</sup> Street and Dakota Avenue, for the discharges to Honey Creek. The sampling events will be determined by Earth Tech and will be coordinated with the timing of the samples taken at State Fair Park by MMSD. Earth Tech will rely on MMSD and the Great Lakes Water Institute to provide laboratory services to analyze the samples for the same parameters as State Fair Park.

Earth Tech will prepare a memorandum summarizing the results of the samples taken in the City of West Allis. The memorandum will include an analytical interpretation and analysis of the results, a comparison to the results from 2007 and the recommended next course(s) of action.

### **3.0 Reapplication for Municipal Storm Water Discharge Permit**

Earth Tech will prepare, in coordination with City of West Allis staff, a reapplication for the City's NR 216 Municipal Storm Water Discharge Permit. This application is due to the WDNR by April 1, 2008 prior to the October 1, 2008 expiration of the City's current NR 216 Municipal Storm Water Discharge Permit.



## ASSUMPTIONS:

The City shall furnish Earth Tech all information, which Earth Tech may rely upon without independent verification in performing the Services. We have previously received the City's storm sewer network, but may require additional information during the completion of this scope of services. Much of this information may already be available from reports generated by Earth Tech with the City.

Earth Tech has contacted MMSD to ascertain their participation in the 2008 sampling efforts for Wisconsin State Fair Park and Basin HC-02, but have not yet received their acknowledgement. In the event that MMSD does not participate in the sampling efforts for Wisconsin State Fair Park and Basin HC-02, Earth Tech can perform the sampling and coordinate the analysis of the samples with the Great Lakes Water Institute for the Human Bacteroides confirmations. The retrieval of the samples is considered an additional scope item and will be negotiated with the Client, if required.

## DELIVERABLES:

Earth Tech will provide the City of West Allis:

1. A 2008 IDDE Report, consisting of monitoring of all 49 major outfalls.
2. A meeting with the City of West Allis to review the IDDE monitoring results and report.
3. Two (2) meetings with MMSD, WDNR and the City of West Allis to discuss the monitoring procedures and results from the 2008 Wisconsin State Fair Park storm water monitoring.
4. A wet weather monitoring memo for the work completed at Wisconsin State Fair Park.
5. A wet weather monitoring memorandum for the work completed at Outfall HC02.
6. A reapplication for municipal storm water discharge permit, completed by April 1, 2008.

## COST ESTIMATE:

Task	NR 216 Stormwater Permit Compliance Requirements	Cost
1.1-1.2	Illicit Discharge (Dry Weather) Monitoring	\$27,899
1.3	Illicit Discharge Follow-up (as needed/authorized)	T&M as Authorized
2.1 – 2.2	Wet Weather Monitoring	\$6,000
3.0	NR 216 Municipal Storm Water Permit Reapplication	\$1,316
	Travel, Testing Supplies, Etc.	\$2,392
	<b>Total</b>	<b>\$37,607</b>



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