



Green Solutions for Separate Infrastructure and Sewer Separation
Funding Agreement

Chalet Parking Lot

M03076P05

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 53214.

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. 9 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 \$99,622. The District will provide funding in response to the submission of the Baseline Report.

3. Location of the Project

The Project is located at 6215 West National Avenue in the City of West Allis.

4. 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 the 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.

5. 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.

Any modifications to this Agreement will be in writing and signed by both parties.

6. Permits, Certificates, and Licenses

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

7. 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.

8. Responsibility for Work, Insurance, and Indemnification

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

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to 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.

10. Conservation Easement

West Allis will execute a Conservation Easement in favor of the District, after the completion of construction. The extent of the Conservation Easement will be limited to the Project. The duration of the Conservation Easement will be ten years. The District will draft and record the Conservation Easement.

11. Exclusive Agreement

This Agreement is the entire agreement between West Allis and the District.

12. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

13. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

14. 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.

15. 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.

16. 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.

17. Assignment

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

18. 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 agrees to indemnify the District against any and all claims, demands, or causes of action resulting from the 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 G. Lewis
Director of Public Works/City Engineer

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

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Project Description

Background Information

The proposed pervious pavement parking lot was formerly the site of the Chalet restaurant, located at 6215 West National Avenue in the city of West Allis. The site is approximately one-quarter acre of which over 95% was impervious. The Chalet was razed and the City of West Allis purchased the site with the intent to build a municipal parking lot.

Description of Work to be Performed

The City of West Allis plans to build a municipal parking lot using asphalt pavement in the through traffic area, with pervious areas paved with paver blocks in the parking stalls. The stone areas under the pavers will have capacity to retain the equivalent of a three and one-half inch rainfall on the site and surrounding areas draining to the site.

Time Frame and Schedule

The Project will be awarded in the Fall of 2014 and construction will be scheduled to begin in the Spring of 2015. The Project will be complete by June 26, 2015.

Estimated Cost

<u>GSSISS ITEM</u>	<u>UNITS</u>	<u>EST. PRICE</u>	<u>TOTAL</u>
Excavation	714 Cu. Yds.	\$24.50	\$17,493.00
Permeable Interlocking Concrete Pavement	3,980 Sq. Ft.	\$14.75	\$58,705.00
30 Mil PVC Gemomebrane Liner	220 Lin. Ft.	\$17.00	\$3,740.00
12 Oz. Non-Woven Protective Geotextile	220 Lin. Ft.	\$8.00	\$1,760.00
ASTM Number 8 Stone	60 Tons	\$26.00	\$1,560.00
ASTM Number 57 Stone	120 Tons	\$25.00	\$3,000.00
ASTM Number 2 Stone	1,050 Tons	\$25.00	\$26,250.00
6" Dia. Storm Underdrain	93 Lin. Ft.	\$65.00	\$6,045.00

TOTAL ADDITIONAL COST FOR GSSISS INSTALLATION = \$118,553.00

<u>PARKING LOT ITEM</u>	<u>UNITS</u>	<u>EST. PRICE</u>	<u>TOTAL</u>
Excavation	294 Cu. Yds.	\$24.50	\$7,203.00
Borrow Excavation	18 Cu. Yds.	\$37.50	\$675.00
Asphalt/Concrete Sawing	280 Lin. Ft.	\$2.20	\$616.00
Walk & Drive Removal	690 Sq. Ft.	\$1.75	\$1,207.50
Curb Removal	120 Lin. Ft.	\$4.30	\$516.00
Asphaltic Surface Removal	770 Sq. Yds.	\$5.00	\$3,850.00
5" Concrete Sidewalk	370 Sq. Ft.	\$7.40	\$2,738.00
7" Concrete Walk & Drive	320 Sq. Ft.	\$8.60	\$2,752.00
31" Concrete Curb and Gutter	80 Lin. Ft.	\$45.50	\$3,640.00
19" Concrete Curb and Gutter	540 Lin. Ft.	\$35.00	\$18,900.00
7" Concrete Curb	270 Lin. Ft.	\$37.50	\$10,125.00
Pavement Ties	30 Each	\$11.00	\$330.00
Base Aggregate Dense, 1-1/4"	220 Tons	\$25.50	\$5,610.00
Tack Coat	48 Gallons	\$6.15	\$295.20
HMA Pavement (Type E-0.3)	110 Tons	\$160.00	\$17,600.00
Pavement Marking, Epoxy 4-inch (White)	391 Lin. Ft.	\$8.60	\$3,362.60
Pavement Marking, Handicapped, Epoxy	1 Each	\$250.00	\$250.00
8" Dia. Storm Sewer	141 Lin. Ft.	\$65.20	\$9,193.20
3'-6" Dia. Storm Manhole (1)	5 Vert. Ft.	\$357.00	\$1,785.00
Catch Basins	2 Units	\$1,200.00	\$2,400.00
Catch Basin Abandonment	1 Unit	\$615.00	\$615.00
Adjust Catch Basin Frames	2 Each	\$246.00	\$492.00
Adjust Storm Manhole Frame	1 Each	\$246.00	\$246.00
Inlet Protection Barriers	2 Units	\$234.00	\$468.00
Manhole Protection Barriers	1 Units	\$234.00	\$234.00
Traffic Control	1 Lump Sum	\$2,450.00	\$2,450.00

TOTAL PARKING LOT INSTALLATION COST = \$97,553.50

<u>DESIGN AND INSPECTION</u>	<u>EST. PRICE</u>	<u>TOTAL</u>
Pervious Surface and Storage Design & Inspection	(15% of \$118,553)	\$17,782.95
Parking Lot Design & Inspection	(15% of \$97,553.50)	\$14,633.00

TOTAL PROJECT ESTIMATED COST = \$248,522.45

Proposed Cost Share & Anticipated Timeline for Costs

The City of West Allis is requesting a cost share from MMSD's GSSISS Funding of \$99,622. This is the full allocation for the City. The City will submit for reimbursement from MMSD upon satisfactory completion of the pervious pavement system. The satisfactory completion should occur in June of 2015.

The City of West Allis will fund the design and inspection of the pervious pavement system along with the costs above the requested \$99,622. The City will pay all cost for standard parking

lot portion of the project. The City's funding is anticipated to come from Community Development Block Grant funds.

Anticipated Results

The City anticipates significant storm runoff quality improvement, along with achieving zero runoff for a majority of rainfall events. The storage capacity of the stone area is designed to capture and hold 3.5" of rain over the entire drainage area to the parking lot. (Approx. 0.32 acres). The system will capture and hold over 4,000 cubic feet of rain water and in most cases there will be zero runoff from the site. A high level of pollutant removal is likely because most rain events will produce no runoff from the site.

Improved stormwater quality will help the City of West Allis reach its stormwater goals. This capture of rainwater will also help the District achieve its goals. The capture of over 4,000 cubic feet of stormwater will help to reduce the flooding occurrences further downstream. Additional capacity for retention was added to improve the flooding conditions at 56th and W. Mitchell Street that occurs during intense rain events.

For the purpose of public education, West Allis will post a sign at the entrance of the lot describing the purpose and functionality of the green infrastructure.

Baseline Report

West Allis will provide a Baseline Report using forms provided or approved by the District. This report will include:

- (a) a site drawing, showing the completed green infrastructure;
- (b) design specifications for all green infrastructure, 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, 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.

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.



