


October 15, 2008

Mr. Peter Nemmetz
Asst Facilities Director
1 University Plaza
Platteville, WI 53818

Dear Pete:

Enclosed please find a copy of the Intergovernmental Agreement approved last night. I am also sending a copy to Jim Bachhuber at EarthTech.

Sincerely,


Howard B. Crofoot, P.E.
Director of Public Works

Encl: as

RECEIVED

OCT 16 2008

**UW-PLATTEVILLE
FACILITIES MANAGEMENT**

UW-PLATTEVILLE FACILITIES MANAGEMENT ROUTE _____ COPY _____	
DIRECTOR	01-HVAC
OFFICE	02-ELEC
SAFETY	03-PLUMB
LOG & GRDS	04-CARP
CUST	05-PAINT
HT PLT	06-LOCK
ENGR	07-AUTO
PLANNING	STORES
POST	08-GRNDS
FILE	INT DES

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF PLATTEVILLE AND
UNIVERSITY OF WISCONSIN-PLATTEVILLE
TO FACILITATE A SOURCE LOADING AND
MANAGEMENT MODEL ANALYSIS FOR STORMWATER

This Agreement ("Agreement") is made and entered into by and between:

- A. The City of Platteville (the "City"), being a city located in Grant County, Wisconsin, with the City Hall located at 75 N. Bonson Street; and
- B. The Board of Regents of the University of Wisconsin System through its local unit, the University of Wisconsin-Platteville (the "UW-Platteville"), maintaining offices at 1 University Plaza, Platteville, Wisconsin 53818; and
- C. EARTH TECH, Inc. ("EARTH TECH"), a California corporation, with offices at 1210 Fourier Drive, Madison, WI 53717.

INTRODUCTION

The City is located in Grant County, Wisconsin. UW-Platteville is located wholly within the City and EARTH TECH has been engaged as professional consulting engineers for the City. As part of their undertakings on behalf of the City, EARTH TECH has rendered advice and opinions to the City concerning various stormwater issues which might impact the City and development located within the City.

UW-Platteville has been issued a WPDES Stormwater Discharge Permit by the Wisconsin Department of Natural Resources. This permit requires that the permit holder develop and implement a municipal stormwater management program which would include various reductions in stormwater discharges over the next five year period, all as is specified in regulations promulgated by the WDNR as may be applied to conditions on the UW-Platteville campus. The City may also be required to implement various stormwater management practices in conformance with WDNR regulation. In order to achieve a coordinated approach towards such compliance, both the City and UW-Platteville agree that the most cost-effective and logical manner for studying the issues required to be analyzed in order to comply with such regulations is a coordinated approach. The City and UW-Platteville are entering into this Agreement, as an intergovernmental agreement under the provisions of Section 66.0301 of the Wisconsin Statutes, for the purpose of allowing both the City and UW-Platteville to work together, in a cooperative and coordinated manner, on matters of mutual concern that are related to the implementation of stormwater management practices at the UW-Platteville campus necessary to achieve the reductions required by WDNR regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the above-named parties hereby agree as follows:

1. **Purpose of the Agreement.** The purpose of this agreement is to provide a means by which UW-Platteville may utilize the City consulting engineers, EARTH TECH, to

provide services required to complete a source loading and management model (SLAMM) analysis for the UW-Platteville campus. Subject to the terms of this Agreement and the documents incorporated herein, EARTH TECH will invoice the City for such services and UW-Platteville will reimburse the City for payments made by the City to EARTH TECH.

2. **Scope of Services.** The scope of services to be provide by EARTH TECH for a SLAMM analysis for the UW-Platteville campus is contained in the attached Exhibit "A", which is incorporated herein by reference and which generally is a three-page proposal dated September 23, 2008, addressed to UW-Platteville from EARTH TECH, and which describes the specific services to be provided together with the costs therefore.

3. **Project Payments.** The City will pay on a time and material basis not to exceed the sum of \$ 17,625.00. No additional costs will be incurred without the advance written consent of UW-Platteville and the City.

EARTH TECH will submit invoices to the City monthly. The City 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. The City will pay an additional charge of one and one-half percent per month not to exceed the maximum rate allowed by law for any payment received by EARTH TECH more than thirty (30) calendar days from the date of the invoice. The City will pay when due that portion of invoice, if any, not in dispute. If the City fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, EARTH TECH may suspend its performance or terminate this Agreement without incurring any liability to The City and without waiving any other claim against the City . The City shall invoice UW-Platteville following such payment within thirty (30) days. UW-Platteville will reimburse the City within thirty (30) days of receipt of the City's request for reimbursement. All requests for payment and/or reimbursement shall be addressed as follows:

If to the City: Duane Borgen
 City of Platteville
 75 N. Bonson Street
 P. O. Box 780
 Platteville, WI 53818-0780

If to UW-Platteville Robert Cramer
 Assistant Chancellor for Administrative Services
 University of Wisconsin-Platteville
 1 University Plaza
 Platteville, WI 53818

4. **Disclaimer by City.** City hereby expressly disclaims either any express or implied warranty, whether statutory or under common law, that the services to be performed by EARTH TECH pursuant to the terms of this Agreement are fit for any particular purpose or have been conducted in a workmanlike manner or prepared in accordance with any particular engineering standard.

5. **Governing Law.** This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin.


6. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, EARTH TECH will indemnify and hold harmless the City and UW-Platteville, 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 EARTH TECH or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. EARTH TECH will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by the City and UW-Platteville, 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 the City and UW-Platteville also agrees to seek recourse only against EARTH TECH and not against its officers, employees, directors, or shareholders.

6. **Amendments.** This Agreement may be modified only by written amendments signed by all parties.

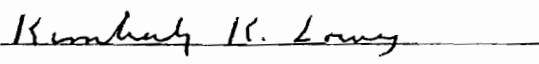
7. **Notices.** Any notices required to be given under this Agreement by any party to another party shall be in writing, and shall be delivered to such other party either by (i) personal service or by (ii) certified mail in a postage paid envelope addressed to such other party at the address specified below, or to such other address as may, from time to time, be designated in writing by the parties hereto:

If to the City:	David L. Berner, City Manager City of Platteville 75 N. Bonson Street P.O. Box 780 Platteville, WI 53818-0780
With copy to:	Attorney Brian C. McGraw 106 N. Wisconsin Avenue P.O. Box 619 Muscodia, WI 53573-0619
If to UW-Platteville	Robert Cramer Assistant Chancellor for Administrative Services University of Wisconsin-Platteville I University Plaza Platteville, WI 53818
With copy to:	David Kaul Department of Administration Division of State Facilities P.O. Box 7866 Madison, WI 53707-7866
If to EARTH TECH:	James Bachhuber EARTH TECH, Inc.

CITY OF PLATTEVILLE
Grant County, Wisconsin


By: 
David L. Berner, City Manager

Date: 10/15/08

Attest: 

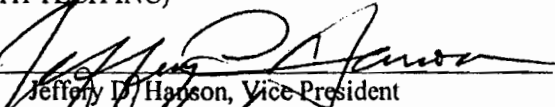
Date: 10/15/08

UNIVERSITY OF WISCONSIN BOARD OF
REGENTS, BY THE UNIVERSITY OF WISCONSIN-
PLATTEVILLE

By: 
Robert Cramer, Assistant Chancellor for
Administrative Services

Date: 10-2-08

EARTH TECH INC)

By: 
Jeffrey D. Hanson, Vice President

Date: 9/30/08

Exhibit A
SERVICES FOR THE UNIVERSITY OF WISCONSIN - PLATTEVILLE
URBAN POLLUTION LOADING ANALYSIS
UW - PLATTEVILLE, WISCONSIN
September 23, 2008

A. SCOPE OF WORK

1. Background

The University of Wisconsin - Platteville (University) NR 216 Permit will require an estimate of the annual stormwater source pollution loadings for all storm sewer outfalls that meet the regulatory definition of an "MS4" (municipal separate storm sewer system). This pollution loading analysis is used to establish the pollution reduction goals required for the University.

Earth Tech will use WinSLAMM to model annual pollutant loadings under the following scenarios: 1) base conditions (October 1, 2004, land use conditions with no Best Management Practices [BMPs] applied), 2) existing conditions with the existing levels of BMPs; and 3) existing conditions with additional proposed BMPs to achieve (if feasible) an overall total suspended solids (TSS) reduction of 20 percent and 40 percent from the base condition. Cities under the NR216 permit system are analyzed under the same scenarios. The pollutant to be modeled is total suspended solids (TSS) and total phosphorus (TP). Below are the tasks that will be conducted to achieve these goals.

a) Task 1: Create the WinSLAMM Input Database

To the extent possible, Earth Tech will use information developed during the previous stormwater management planning process (City of Platteville 2004) for the University project. Additional and updated information will be provided by the University that reflects current land and drainage conditions. This information includes land use, stormwater drainage basins (provided by the University), and existing BMPs, both structural and nonstructural. Earth Tech will meet with the University to review the data and clarify modeling issues and requirements. The University will provide a final review of the updated land use conditions. Earth Tech will prepare the information to use in the WinSLAMM model. The model input data for WinSLAMM will include characterizing each University drainage subbasins by soil type, drainage type, and land use.

b) Task 2: Run WinSLAMM - Base and Existing BMP Conditions

Earth Tech will estimate annual loadings of nonpoint source pollutants for TSS and TP using the WinSLAMM model. Earth Tech will perform two model runs:

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September 23, 2008

- 1) Base conditions without BMPs. Base conditions are defined by NR 216 and subsequent policy memos put out by the Wisconsin Department of Natural Resources (WDNR). Earth Tech will conduct this analysis in accordance with the Administrative Code and WDNR guidelines. In general, the "base conditions" represent the urban stormwater pollution that existed under the land use conditions as of October 1, 2004, with no management practices. The TSS loading under base conditions establishes the "benchmark" against which the 20 percent and 40 percent TSS reductions are measured against.
 - 2) Existing conditions with current BMPs. This analysis will show the level of TSS control the University is currently achieving accounting for the current level of management.
- c) **Task 3: Conceptual Evaluation of Additional BMP Types and Locations**
- Earth Tech will meet with the University to review and evaluate potential additional BMP types and locations. The evaluation process will be an "in office" process and will incorporate criteria such as: 1) available open space, 2) retrofit of existing stormwater management practices, 3) scheduled street or parking lot reconstruction areas for "in-line" systems, and 4) redevelopment sites with potential for incorporation of BMPs. Upon selection of potential BMP types and locations, Earth Tech will re-run WinSLAMM to estimate the level of TSS control achieved. BMPs will be added until the 20 percent and 40 percent goals are reached (if technically feasible). Additionally, the potential BMP evaluation will assess the level of effort necessary to achieve a 60% TSS reduction from the base value. No site specific or field work will be conducted for the proposed BMPs evaluated under this task.
- d) **Task 4: Prepare Letter Report**
- Earth Tech will prepare a letter report which: 1) documents modeling methodology, 2) summarizes annual TSS and TP loadings by drainage basin into a tabular format, and 3) summarizes the existing and potential BMPs by type, general location, and pollution control (TSS) effectiveness. The report will also contain maps displaying the results of the modeling; and the potential locations of proposed BMPs. The University will review this report before it is finalized. Earth Tech will provide five (5) hard copies of the final report to the University.

B. ASSUMPTIONS

1. The University shall furnish Earth Tech all available maps, orthophotographs, stormwater conveyance system drawings, stormwater management plans, existing stormwater management practices (BMPs), parcel graphical and tabular data, topographic data, and other relevant stormwater management data, all of which Earth Tech may rely upon

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URBAN POLLUTION LOADING ANALYSIS
UW - PLATTEVILLE, WISCONSIN

September 23, 2008

without independent verification in performing the Scope of Work. It is also assumed that the above information will be provided at no cost to the project. Data files will be provided digitally to Earth Tech on a CD if available, or paper copy format (if a digital format is not available).

2. Some information provided by the University may be inaccurate or unreliable. Earth Tech cannot be responsible for inaccuracies in the data supplied by the University. Field verification of the data is not included in the Scope of Work.
3. The budget assumes that UW Platteville will provide Earth Tech with a CAD or shapefile file of the campus showing parking lots, buildings, sidewalks, streets, and vegetated areas.
4. Field surveying is not included in the Scope of Work. Also, field work to inspect potential new BMP sites (for Task 3) is not included in the Scope of Work.
5. The Scope of Work includes up to three (3) project meetings to be held at the University.

C. SCHEDULE

The Scope of Work can be completed within five (5) months of the notice to proceed.

D. BUDGET

The budget for this Scope of Work is \$17,625.00. Invoicing and payments are described in the contract.