

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND CONSULTANT**

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as the "City"), and Barr Engineering Co., located at 4300 MarketPointe Drive, Suite 200, Minneapolis, Minnesota 55435 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City has a need for a Consultant on the Local Surface Water Management Plan Update (hereinafter referred to as the "Project"); and

WHEREAS, the Consultant is a consulting firm and it represents that it has the professional expertise and capabilities to perform its duties on this Project; and

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on the date an executed Agreement is received by the Consultant and expire on December 31, 2017 based on completion of all the terms and conditions of this Agreement, subject to termination as provided in Subdivision V.

II. DUTIES OF CONSULTANT

- A. The Consultant agrees to provide the services in accordance with the Request for Proposal related to the Local Surface Water Management Plan Update dated July 29, 2016 which is attached hereto and incorporated by reference herein as Exhibit A, the Consultant's Proposal dated August 26, 2016 which is attached hereto and incorporated by reference herein as Exhibit B, and the Consultant's amendment dated September 15, 2016 which is attached hereto and incorporated by reference herein as Exhibit C. All work will be performed consistent with the guidelines set forth in Exhibits A, B, and C.
- B. The Consultant shall provide the above-mentioned services on an hourly basis as identified in Exhibits A, B, and C. The total amount of work authorized, including reimbursable expenses, shall not exceed throughout the entire term of this Agreement Sixty Five Thousand Dollars and 00/100ths (\$65,000.00), which is equal to the bid amount of Fifty Six Thousand Eight Hundred Sixty Five Dollars and 00/100ths (\$56,865.00) plus a contingency of \$Eight Thousand One Hundred Thirty Five Dollars and 00/100ths (\$8,135.00). All requests for payment from the contingency will be presented to the City in the form of a change order and must be approved by the City Manager.
- C. The Consultant shall defend, indemnify and hold harmless the City of Bloomington, its officers, officials, agents and employees, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Consultant (including its officers, officials, agents, employees or subcontractors) performance of the duties

required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.

D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, officials, agents, Consultant or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, officials, agents and employees harmless from any and all such

claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not be required nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

- E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A, as amended.
- F. The Consultant shall not commence work under this Contract until all insurance required under this article has been obtained and until copies of policies and certificates required by this article are submitted to the City, Attention: Office of the City Clerk, at the address listed above. The Consultant shall not allow any subcontractor or subconsultant to commence work until the insurance has been obtained and copies of policies and certificates submitted to the City Clerk.
1. Commercial General Liability and Property Damage Insurance.

The Consultant shall maintain at its own cost and expense, commercial general liability and property damage insurance the following amounts:

- Commercial General Liability Insurance of at least \$500,000 per individual and \$1,500,000 for injuries or death arising out of each occurrence.
- Property damage liability in the amount of \$1,500,000 for each occurrence.

To meet the above requirements, the Consultant may use a combination of Commercial General Liability and Umbrella coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Worker's Compensation Insurance.

The Consultant shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181 subd 2.

3. Automobile Insurance.

Consultant shall secure and maintain during the life of this Agreement automobile liability insurance in the minimum amount of \$500,000 for bodily injuries, including death, for any one individual and \$1,500,000 per occurrence; and automobile property damage insurance in the minimum amount of \$1,500,000. Each motor vehicle, including hired vehicles, engaged in operation within the terms of this Contract shall be covered by such automobile insurance.

4. Professional Insurance.

Consultant agrees to maintain professional liability insurance in the amount of \$1,000,000 annual aggregate during the term of this Agreement.

5. Certificates.

The Consultant shall name the City as additionally insured on its commercial general liability policy. The Consultant will also provide a certificate of insurance evidencing all other required coverages prior to beginning work

contemplated under this agreement. Certificates of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least thirty (30) days written notice prior to cancellation, non-renewal or any material change in the policy.

- G. The Consultant shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- H. This Agreement shall not be assignable except at the written consent of the City.
- I. The books, records, documents, and accounting procedures of the Consultant, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subd. 5.
- J. The parties agree to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement in effect at the time of the Agreement.
- K. The City and Consultant agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement, to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- L. The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, as amended from time to time, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The Contractor agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- M. The Consultant agrees that the City will have the right to use, reproduce, and modify, as it desires any data, reports, analyses, and materials which are collected or developed by the Consultant as a result of this Agreement. Any reuse shall be at the City's sole risk and the City shall defend, indemnify, and hold harmless Consultant from any and all claims arising therefrom.

- N. Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.
- O. Any delays in, or failure of performance by City or Consultant, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the control of City or Consultant, as the case may be, including but not limited to: act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accidents; or any causes, whether or not of the same class of kind as those specifically above named, which are not within the control of City or Consultant, respectively, and which by the exercise of reasonable diligence, City or Consultant are unable to prevent.
- P. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. Consultant has no objection to the City reusing the drawings and documents in its possession from the Consultant with the limitations specified in Paragraph M of this Agreement.
- Q. The Consultant agrees, as a condition of being awarded this Contract, to require each of its officers, officials, agents and employees to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant

to this Contract. The Consultant agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

III. DUTIES OF THE CITY

After both parties have signed this Agreement, and after the completion and acceptance of Consultant's performance of the duties under this Agreement, the City shall pay for the above-mentioned services on an hourly basis as set forth in Exhibits B and C. The total amount of work authorized, including reimbursable expenses, shall not exceed throughout the entire term of this Agreement Sixty Five Thousand Dollars and 00/100ths (\$65,000.00), which is equal to the bid amount of Fifty Six Thousand Eight Hundred Sixty Five Dollars and 00/100ths (\$56,865.00) plus a contingency of Eight Thousand One Hundred Thirty Five Dollars and 00/100ths (\$8,135.00). All requests for payment from the contingency will be presented to the City in the form of a change order and must be approved by the City Manager.

Payments to the Consultant will be made within thirty (30) days of receipt of invoice from Consultant.

IV. MISCELLANEOUS

- A. This Agreement represents the entire Agreement between the Consultant and the City and supersedes and cancels any and all prior agreements or quotes, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

- B. This Agreement will be governed by the laws of the state of Minnesota.
- C. Signature/Execution: The person signing this Agreement (hereafter "Signatory") represents and warrants that the Consultant has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Consultant to indemnify and hold the City harmless. In the event the Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Consultant, as set forth herein, personally.

V. TERMINATION

This Agreement may be terminated by the City with or without cause at any time upon ten (10) days written notice to the Consultant. In the event that such termination should take place at a time other than the completion of the work to be performed under this Agreement, the Consultant shall be paid for the work performed to the date of termination.

[REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Bloomington	
DATED: _____	By: _____ City Manager
Reviewed and approved by the City Attorney.	
_____ City Attorney	
Consultant	
DATED: <u>9/22/2016</u>	By: <u>Karen L. Chandler</u> Title of Signatory: <u>Vice President</u>

Request for Proposals

**Local Surface Water Management Plan Update
For The City of Bloomington, MN**

July 11, 2016

Due: 12:00 Noon, CDT, Friday July 29, 2016

**Shelly Pederson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington MN 55431**

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Attachment A. Sample City Contract

I. Introduction

The City of Bloomington is seeking proposals from qualified Consultants having experience in the area(s) of water planning and surface water management to complete an update to the City of Bloomington's Local Surface Water Management Plan.

II. Objective

The objective is to enter into a contract with the selected Consultant to prepare and facilitate a comprehensive update to the City's Local Surface Water Management Plan ("the Plan"). The Plan update is intended to meet the requirements listed in the Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

III. Definitions

ADDENDA – Written instruments issued by the City of Bloomington prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

CITY - The City of Bloomington, a political subdivision of the State of Minnesota.

CONTRACT DOCUMENTS - The proposed Contract will consist of this Request for Proposals, the submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Consultant.

CONSULTANT – the professional firm that is awarded the contract to complete an update to the City of Bloomington Local Surface Water Management Plan.

PROJECT – Preparation and facilitation of complete update to the City of Bloomington's Local Surface Water Management Plan consistent with Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with this Request for Proposal.

PROPOSER - The person, Contractor, corporation or other entity submitting a Proposal on items listed in these RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

IV. Background

The City's most recent water resources management plan was adopted in October 2007 and is available on the City's website. The Plan needs to be updated to meet the requirements listed in the Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

The Plan must be approved by the Richfield-Bloomington Watershed Management Organization (RBWMO), Nine Mile Creek Watershed District (NMCWD), Riley Purgatory Bluff Creek Watershed District (RPBCWD), and the Lower Minnesota River Watershed District (LMRWD).

- The updated NMCWD plan is scheduled to be considered by the NMCWD Board in February of 2017.
- The updated RBWMO plan is scheduled to be considered by the RBWMO Board in March of 2017

In addition to meeting the requirements above it is the City's intent to use this document to communicate organizational goals and the actions needed to achieve those goals. This plan update shall be a disciplined effort that produces fundamental decisions and actions that shape and guide water resources management for the City of Bloomington today and into the future.

V. Inquiries

It shall be the responsibility of the Consultant to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence. All questions concerning the RFP must reference the page number, section heading, and paragraph. Questions may be submitted via email - please place "Local Surface Water Management Plan Update Project Question" in the subject line.

Consultants needing additional technical information should contact **Bryan Gruidl, Project Manager** for the City of Bloomington Engineering Department via e-mail: BGruidl@BloomingtonMN.gov.

Consultants needing additional submittal or general requirement information should contact **Shelly Hanson, City Engineer** for the City of Bloomington Public Works Department, via email: SHanson@BloomingtonMN.gov.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFP. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days. Inquiries and the City's response will be provided to all Contractors who acquired an RFP.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification.

The City reserves the right to contact Contractors individually for the purpose of clarifying Proposals.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return **Confirmation of Receipt of Addenda** with their proposals noting receipt of any addendums that may be issued.

VI. Pre-Proposal Conference/Meeting

The interested Consultants are welcome to attend a pre-RFP submittal meeting set for July 15, 2016, at 11:00 A.M. in the Public Works South Conference Room located at 1700 West 98th Street.

VII. Projected Timeline

<i>Milestones</i>	<i>Approximate Date</i>
Issue Request for Proposals	July 11, 2016
Pre-RFP review meeting	July 20, 2016, 11:00am – 12:00pm
Questions on RFP Due	July 22, 2016
Responses to Questions Posted by	July 25, 2016
Consultant Proposals due	July 29, 2016 (12:00 noon)
Evaluations of proposal	August 1- 3, 2016
Council or City Manager award contract to Consultant	August 15, 2016
Kick-off meeting and collection of data	August 17, 2016
Draft plan ready for agency review	February, 2017
City Council to adopt plan	September, 2017

VIII. Scope of Services

The services of a consulting firm are being requested to provide a comprehensive update to the City of Bloomington's Local Surface Water Management Plan.

The consultant is being asked to evaluate the existing plan and complete a comprehensive update to the plan that not only satisfies the regulatory requirements, but also provides the City with a document to communicate organizational goals related to surface water management and the actions needed to achieve those goals. This plan update shall be a disciplined effort that produces fundamental decisions and actions that shape and guide water resources management for the City of Bloomington today and into the future.

Services required of the Consultant are anticipated to commence upon approval of the proposal at the August 15, 2016 City Council meeting, and be completed by September 1, 2017. The following general work tasks and deliverables shall be included in the Consultant's proposal.

Project Schedule

- Kick-off meeting with City staff – The Consultant will run a project kick-off meeting to discuss the objectives of the project, data available and data gathering, plan development process, and the plan approval process.
- Three meetings with City Staff to review drafts
- An open house to receive public input
- One watershed district meeting for each:
 - Nine Mile Creek Watershed District
 - Riley-Purgatory Bluff Creek Watershed District
 - Lower Minnesota River Watershed District
 - Richfield-Bloomington WMO
- One City Council study meeting to present draft
- One City Council regular meeting to present final plan

*other city staff, stakeholder or agency meetings may be necessary or included depending upon consultant's project approach

Deliverables

- Draft of plan for staff review
- Displays/presentation for open house
- Draft plan submission to appropriate agencies
- Presentations for City Council meetings
- Final Plan for City Council approval. Five (5) paper copies of all work products and electronic files of the same in both Microsoft Word and PDF format.

City Participation and Responsibilities

The City of Bloomington will provide a copy of the previous plan, GIS data, past stormwater models, and other information as requested, but City staff will produce no final work products for the Consultant.

IX. Submittal Requirements

The proposals shall be organized according to the following outline:

- *Cover Letter*: Summarizes the key elements of the proposal and outlines why your firm should be selected for this Project. The cover letter should identify the name, title, address, phone number, and email address of the person who will represent the Consultant in matters regarding the proposal's content.

- *Project Understanding:* Describe your understanding of the Project, identify issues or areas of concern to be addressed by the project, outline the overall objectives of the project, and summarize your approach to fulfilling the scope of services and deliverables.
- *Consultant Background and Experience:* Provide a brief description of your firm and any sub-consultants proposed as part of your team. Sub-consultants must be approved by the city in conjunction with each proposal. The proposal review team will notify each proposer of such sub-consultants that are not approved within the first two (2) days of the review period.

Identify and describe at least four (4) projects that your firm has completed that exemplify your firm's ability to complete this Project. Include client references for each project, listing a contact name, telephone number and email address. Include dates the work was performed and software used. The Consultants are to identify any clients and/or projects that may present a conflict of interest to providing services for this Project as part of their proposal.

- *Project Team:* Provide short descriptions one (1) to two (2) paragraphs of key team members summarizing their experience and proposed role on this project. Clearly identify who will lead the project team and who will be the main point of contact with City staff. Include an organizational chart of team members and sub-consultants. If the person identified as the project manager did not lead one (1) of the projects submitted under the Experience section, provide client references to support their project management capabilities.
- *Scope of Work:* Clearly outline the tasks needed to complete each deliverable of the work outlined above. Include all substantive tasks and milestones outlined in this RFP. Identify key team members and project deliverables for each section of the Scope of Work. Identify tasks and responsibilities, if any, that are expected to be provided by the City of Bloomington.
- *Project Schedule:* Prepare a work task flow chart that illustrates chronologically the firm's intent to reach major project milestones.
- *Time/Cost Estimate:* Prepare a spreadsheet outlining anticipated time and cost, and including all tasks defined in the Scope of Services. This spreadsheet should include time and costs for key team members, including both anticipated hours and hourly rates. Prepare an hourly breakdown for each task for proposed services that identifies all reimbursables, such as mileage and meetings, associated with this proposal.
- *Acknowledgement of Receipt of Addenda and Statement of Non-collusion:* Include pages regarding the receipt of any addenda and the Statement of Non-collusion.

All proposals shall be kept to a maximum ten (10) single-sided pages, in number 11 font minimum, excluding the cover, title sheets and dividers if used. Any pre-printed project sheets, resumes, or other marketing materials may be included as an appendix to each Consultant's letter proposal. However, material contained in appendices may not be reviewed or considered. The cover letter dividers, appendices and pages acknowledging the receipt of addenda and the statement of non-collusion do not count towards the ten (10) page limit.

X. Submission of Proposal

Each Consultant shall submit **four (4) bound printed copies, one (1) unbound printed copy and one (1) electronic copy (CD or flash drive with Microsoft Word or Adobe Acrobat format preferred)** of the Proposal not later than **12:00 Noon, CDT, Friday, July 29, 2016**. Proposals shall be delivered in a sealed envelope to:

**Shelly Hanson, City Engineer
Engineering Division
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431**

The outside of the Proposal package should be clearly marked "**City of Bloomington, MN, Proposal for Local Surface Water Management Plan Update**".

A person who is authorized to legally bind the responding Consultant must sign the Proposal. The Consultant shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

It will be the sole responsibility of the Consultant to have its Proposal delivered to the City before the closing deadline. **Late Proposals will not be considered and will be returned unopened to the Consultant.**

Proposals must be sealed. No responses will be accepted via facsimile or email.

Any Proposal may be withdrawn or modified prior to the scheduled deadline for submitting Proposals. After the submittal deadline, Consultants may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following that date

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City of Bloomington reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The City is not responsible for any costs incurred by the responding Consultant in the preparation of the Proposal or for any other cost to the Consultant associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City of Bloomington to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact Consultants individually for the purpose of clarifying Proposals.

Consultants may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. In such cases, the Consultant should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Consultant will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Any addenda to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, Consultants should return the **Confirmation of Receipt of Addenda** with their Proposals.

XI. Proposal Evaluations (Evaluation Criteria)

Consideration will be given to concise proposals and those that have shown innovative approaches. Only proposals received by the due date and time will be considered. Representatives from Bloomington's Public Works Department will score the proposals based on the following criteria:

Project Cost to Value (25%): Consultant fees for proposed work as compared to the value received by the City

Project Personnel (40%): Assignment of qualified and experienced staff that have directly relevant project experience and have demonstrated an ability to work together as a team on similar projects

Project Understanding (25%): The Consultant's understanding of the project as demonstrated in the summary and detail of the proposed project schedule as well as in the documentation of having worked on similar projects

Project Schedule (10%): The Consultant's ability to identify critical path items and undertake the project in a timely, orderly, and thoughtful manner

The Consultant submitting the selected proposal will be required to sign an agreement with the City of Bloomington based on their Proposal using the attached format which is provided for information and advance coordination. All parties who submit proposals will be notified by email of the City's decision regarding selection after the project award by the City. **All work will be awarded to one consulting firm who may employ sub-consultants. The City reserves the right to not award the project to any Consultant if that is determined to be in the best interest of the City of Bloomington.**

The contracting parties will be the City of Bloomington and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement. It is the intent of the City to award a single contract.

XII. Contract Award

Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Consultant are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another Consultant, or to reject all Proposals.

Contracting Ethics

1. No elected official or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

4. The Consultant shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

XIII. Disposition of Responses

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

XIV. Insurance Requirements

The Contractor shall maintain insurance coverage in the amounts shown below during the entire term of the contract. The City shall be named as an additional insured on said commercial general liability policy and certificates of said insurance evidencing all of the coverages listed below shall be provided to the City before any work on this project may commence. The Contractor shall not allow any sub-contractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Contractor shall be responsible for maintaining a valid certificate of insurance referencing the limits included below on file with the City.

a) Commercial General Liability

Bodily injury in the amount of at least \$500,000.00 per individual and \$1,500,000.00 per occurrence for any injuries, including death, arising out of each occurrence
Property damage liability in the amount of \$1,500,000.00 per occurrence

b) Automotive Liability

\$500,000.00 per individual and \$1,500,000.00 per occurrence for any injuries, including death, arising out of each occurrence and property damage coverage of \$1,500,000.00 for each occurrence

c) Workers Compensation

Workers Compensation Insurance as required by Minnesota Statute, Section 176.181, subdivision 2.

d) Professional Liability

Professional Liability Insurance in at least the amount of \$1,000,000.

The Contractor must notify the City in writing thirty (30) days prior to cancellation or change in terms of the above insurance coverage. All insurance must be provided at the Contractor's expense and at no additional cost to the City.

XV. Contract Terms and Conditions:

A sample of the City's contract is included as Attachment A. The clauses included in the sample contract will be included in the contract between the City and the Consultant that has been chosen to provide the services described herein and in the Consultant's Proposal.

Contract Term

The Agreement shall be effective upon the date the Agreement is signed by both the City and the Contractor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the City or the Contractor upon thirty (30) days written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor save and except for payment of sums due and owing for expenses and work incurred by the Contractor prior to the date of termination.

XVI. Attachments

A. Sample City Contract

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of

discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, severance pay and Public Employees Retirement Association.

Assignment

Neither party shall assign the executed Agreement, or any interest arising therein, without the written consent of the other party.

Rights of Use

The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

Nondiscrimination Clause

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Indemnification

The Contractor shall defend, indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the successful Contractor's, including the successful Contractor's officials, agents, employees and sub-contractors performance of the duties required under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property, including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor.

Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed Agreement or the proceeds thereof. Violation of this provision shall cause the executed Agreement to be null and void and the Contractor will forfeit any payments to be made under the executed Agreement.

Entire Agreement

The executed Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect

between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The provisions of the executed Agreement are severable. If any portion hereof and in the executed Agreement is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same Agreement. Any waiver by either party of a breach of any provisions of the executed Agreement shall not affect, in any respect, the validity of the remainder of the executed Agreement.

ADA

The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

Sub-Contractor Payment

The Contractor agrees that it must pay any sub-contractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the sub-contractor. The Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the sub-contractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty to the sub-contractor. A sub-contractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Audit

All books, records, documents and accounting procedures and practices of the successful Contractor relevant to the Agreement shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor.

Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Minnesota. Any violation shall constitute a material breach of the executed Agreement.

Human Rights

The Contractor agrees to comply with the Minnesota State Human Rights Act, Minnesota Statute Section 363.

Data Practices

The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, of the Minnesota Statutes.

Mediation

The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Ave. S, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful; either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

Policy Compliance

The Contractor agrees, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

Signature/Execution

The person signing this Agreement (hereafter "Signatory") represents and warrants that the Contractor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Contractor to indemnify and hold the City harmless. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally.

Termination

The Agreement may be terminated for any reason upon giving thirty (30) days advanced written notice to the other party. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor except for payment of sums due and owing for expenses and work incurred by the Contractor prior to the date of termination. The City reserves the right to cancel this Agreement at any time in the event of default or violation by the Contractor of any provision of the Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of the Agreement.

XVII. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

XVIII. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Consultant designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City / State / Zip Code

Telephone and Fax Numbers

Email Address



proposal for
local surface water management plan update
prepared for the City of Bloomington

submitted by Barr Engineering Co.
August 26, 2016

Exhibit B





August 26, 2016

Shelly Hanson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431

Re: Proposal to update the City of Bloomington's local surface water management plan

Dear Ms. Hanson:

Barr Engineering Co. is pleased to submit our proposal to the City of Bloomington to update your surface water management plan. We understand your desire for a plan that is tailored to your city and provides a roadmap for future water resource management activities and investments. Barr's water resource management and planning expertise—combined with our understanding of your city, study area, and the requirements and policies of the associated watersheds and the Metropolitan Council—puts us in the best position to assist the city because our:

Long history of service to Bloomington will save time and provide you with trusted, informed service. For decades, Barr has partnered with you on water resources and stormwater management planning, modeling, design, and other projects. Our deep institutional and study-area knowledge means we'll be ready to go on day one.

Minnesota watershed planning and regional experience results in sound solutions that fit your needs and goals. Your plan needs to be tailored to meet your needs and reflect your watershed and its physical characteristics, challenges, and history. Our experience preparing watershed management plans and our regional knowledge will allow us to develop a comprehensive plan that meets your needs for the next 10 years. Barr knows the Twin Cities metropolitan area and its watersheds. Specifically, we know the watersheds within the city of Bloomington and the characteristics that make them unique. Our knowledge enables us to hit the ground running and develop a plan that is customized to meet your unique water resources issues.

Innovative thinking will lead to effective, adaptive planning. We have a practical understanding of emerging issues facing those tasked with managing water resources. Our experts have assisted clients in establishing policies, programs, and actions to creatively address issues such as resiliency of stormwater infrastructure to climate change, groundwater vulnerability, and others. Our staff will incorporate solutions based on science into practices feasible for the city to implement to address evolving issues.

Familiarity modeling the study area will streamline model result integration. Currently developing hydrologic and hydraulic models for the city and having performed such modeling for the Nine Mile Creek Watershed District (NMCWD), our experts have a strong understanding of the unique character of your watershed such as areas of the city that are likely to develop or redevelop, the location of stormwater utilities that may need improvement, and important city drainage system details (including those designed by Barr). Knowledge of these systems and identified issues will contribute to the efficient

development of a stormwater management implementation program tailored to the city's specific needs.

Our understanding of state and regional requirements means your plan will be compliant from the start. Few other firms have Barr's level of water management understanding and perspective—or our knowledge of state requirements (such as MN Rules 8410 and MN Statutes 103B). We will apply our knowledge gained from over 50 years working with cities, water management organizations, and industry to help the development and approval process proceed smoothly.

Wide-ranging expertise with urban-area water management plans and plan updates means you'll get a reliable plan that meets your needs and is completed within the required schedule. We have completed second- and third-generation plan updates for a number of municipalities and watershed organizations across the state, including for Inver Grove Heights, Hastings, Red Wing, Golden Valley, St. Louis Park, Minnetonka, North St. Paul, and Willmar and the Lower Mississippi River WMO, Black Dog WMO, Bassett Creek WMC, Valley Branch WD, and Ramsey-Washington Metro WD. Our team includes experts who are experienced with plan development.

Firm: Barr Engineering Co.
4300 MarketPointe Drive
Minneapolis, MN 55435

Tel: 952-832-2600
Fax: 952-832-2601
Website: www.barr.com

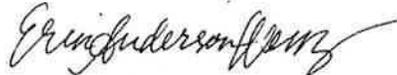
Proposal contact: Karen Chandler
Email: kchandler@barr.com
Tel: 952-832-2813

We look forward to building our relationship with you as we work together to develop an updated management plan that guides your surface water management needs for the next 10 years. If you have any questions about our proposal, please feel free to contact me or Erin Anderson Wenz (952-832-2805; eandersonwenz@barr.com).

Sincerely,



Karen Chandler, PE
Vice President, Principal in Charge



Erin Anderson Wenz, PE, ENV SP
Project Manager

project understanding

The City of Bloomington seeks to update its local surface water management plan through a disciplined effort to shape and guide water resources management for the city now and into the future. The plan update also needs to meet the requirements of the Nine Mile Creek Watershed District (NMCWD), Riley-Purgatory-Bluff Creek Watershed District (RPBCWD), Lower Minnesota River Watershed District, and Richfield-Bloomington Watershed Management Organization as well as the Metropolitan Council, Minnesota Rules 8410, and Minnesota Statutes 103B.235. The plan update will also inform components of the city's comprehensive plan (Forward 2040—a separate effort outside of this project), which must be updated by the end of 2018.

Barr will evaluate the city's current plan, and facilitate and complete a customized plan update that not only satisfies regulatory requirements but also offers the city a document that communicates organizational goals related to water resources management and provides a roadmap of actions needed to achieve those goals. The updated plan will inform and guide the city's water resources management decisions and investments into the next decade. Barr will work closely with the city to prioritize implementation of projects that are good investments, protecting water resources and preventing future water management problems. Prioritization will include consideration of partnering and opportunities for funding participation with watershed management organizations (WMOs) and adjacent municipalities.

Barr will assist the city in updating the plan to accurately reflect the city's goals for water resource management and provide direction towards achieving those goals through policies, standards, and an implementation program. This may include eliminating content no longer relevant, updating existing content that is outdated, and developing new content to address new or emerging issues. The plan update will reflect current city issues and initiatives as they relate to water resource management, including updated Atlas 14 precipitation frequency estimates and those issues identified in Forward 2040 that affect water resources, such as sustainability and climate change resiliency. The implementation program will lay out and prioritize the next steps needed to address the issues and initiatives identified in the plan, such as studies and capital improvement projects.

Barr will leverage its familiarity with the city, NMCWD, RPBCWD, and metro watershed management to develop a plan that is consistent with the requirements of applicable watershed management organizations (WMOs) and the Metropolitan Council, and meets all applicable state and local requirements. Barr will guide the plan through watershed management organization review and approval and coordinate with city staff to maintain a schedule consistent with the city's Forward 2040 schedule.

As part of the plan update, Barr proposes an optional task where we will work with the city to develop an online web mapping tool to allow city staff to view, print, and edit spatial data included in the plan update (e.g., storm sewer network, floodplain extent).

We understand city staff wishes to be involved throughout the plan update process to help shape the plan and ensure the plan is tailored to reflect the city's needs. Our scope of work includes involvement of city staff at a number of key points throughout the planning process. The involvement of city staff, city council, and public in the planning process is detailed in the scope included below.

consultant background and experience

firm background

Barr Engineering Co. is an employee-owned consulting company integrating engineering and environmental expertise to help clients develop, manage, and restore natural resources. Our over 700 engineers, scientists, and technical support specialists serve the power, mining, manufacturing, and fuels industries, as well as natural-resources management organizations and municipal, state, and federal agencies. Incorporated as an employee-owned firm in 1966, Barr has offices in Minneapolis, Duluth, and Hibbing, Minnesota; Jefferson City, Missouri; Ann Arbor and Grand Rapids, Michigan; Bismarck, North Dakota; Salt Lake City, Utah; and Calgary, Alberta.

Our commitment to natural resources remains strong. Over 150 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means we can provide an innovative solution to any water resources challenge we encounter.

project experience

Barr has completed plan updates for numerous municipalities and WMOs, ranging from minor updates to major updates that required extensive modeling efforts. Below, we present several projects that demonstrate our experience and expertise in water resources management and planning.

Barr currently serves as engineering advisor for the Nine Mile Creek Watershed District and Riley-Purgatory-Bluff Creek Watershed District. While we don't view this work to be in conflict with our work on the city's plan update but rather view it as complimentary, we want to bring it to your attention in full disclosure.

Red Wing

Barr worked with Red Wing to update its surface water management plan to meet the city's needs, including addressing NPDES MS4 permit requirements, hydrologic and hydraulic modeling, and water quality modeling. The plan focused on identification of future system improvements; retrofitting of undersized or deteriorating storm sewers; system maintenance; best management practices (BMPs) for future development; review and recommended revisions to the city's stormwater utility and area connection charge requirements; and coordination with county, state, and federal regulatory agencies. The plan also addressed water quality enhancements and trout stream issues.

Date: 2014

Reference: Bob Stark, 651-385-5112; bob.stark@ci.red-wing.mn.us

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Edina

In 2011, Barr completed an update to Edina's comprehensive water resources management plan (previously developed by Barr), which included revising their XP-SWMM model to reflect recent development and evaluating stormwater quality treatment options for conformance with phosphorus-loading requirements. Barr also developed an interactive GIS web application for the city. The plan and modeling tools continue to support the city's efforts to replace their aging infrastructure and address known flooding and water quality issues.

Date: 2011

Reference: Jesse Struve (now with City of Brooklyn Park), 763-493-8114, jesse.struve@brooklynpark.org; Ross Bintner, 952-903-5713, rbintner@edinamn.gov

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Minnetonka

Barr has provided services in water and natural resources planning and engineering to the City of Minnetonka since 1982 when we developed an initial stormwater management plan for the city. In the 1990s, Barr revised Minnetonka's plan to address wetlands protection and management considerations. As a part of the new comprehensive water resources plan, we revised the hydrologic and hydraulic studies, evaluated existing stormwater facilities, analyzed areas with flooding problems and water quality concerns, and identified impacts on wetlands. This information was used to develop stormwater management criteria for approximately 750 watersheds within the city.

In 2010, Barr updated the city's plan to reflect regulatory updates and requirements from state agencies and WMOs. Plan updates included development of a strategy to address phosphorous load reductions and revision to the city's stormwater management rules to be compliant with the rules of the four governing WMOs.

Date: 2010

Reference: Liz Stout (now with City of Minneapolis), 952-939-8233, elizabeth.stout@minneapolismn.gov; Tom Dietrich, 952-939-8233, tdietrich@eminnetonka.com

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Ramsey-Washington Metro Watershed District

Barr has been working closely with the RWMWD administrator, staff, and managers to prepare the district's 2017-2026 watershed management plan. We assisted the RWMWD in developing and implementing an intensive stakeholder engagement process to gather feedback from residents, cities, and regulatory agency staff. Working closely with the administrator, Barr assisted the district in establishing goals and action items, as well as defining an implementation program to be carried out over the life of the plan.

Barr and district staff collaboratively updated all sections of the RWMWD plan, including updates to the district's "strategic overview"—an abbreviated, graphic-rich summary document intended to make the plan more accessible to a wider audience. The 2017-2026 watershed management plan was submitted for 60-day review in June 2016. Barr is currently assisting the district in responding to comments received on the draft plan. The plan process will be completed in the near future.

Date: 2015-Present

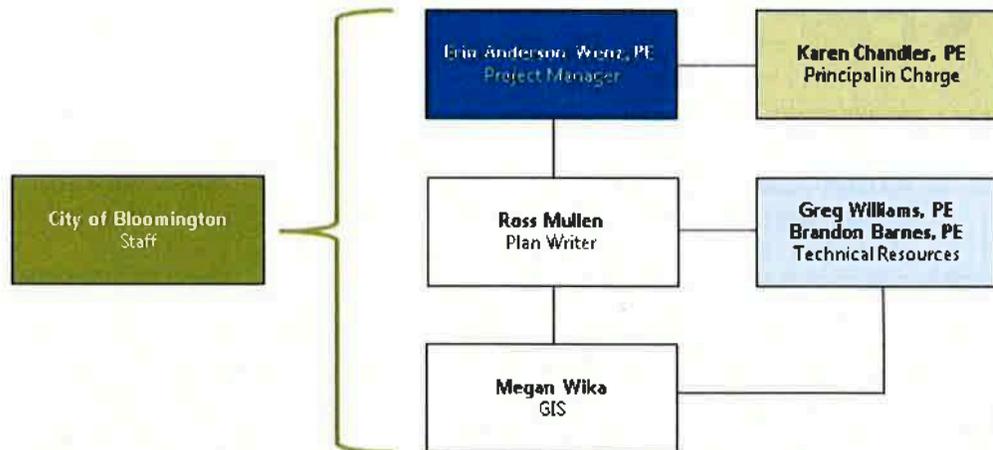
Reference: Tina Carstens, 651-792-7960, tina.carstens@rwmwd.org

Software: Microsoft Word, Microsoft Excel, InDesign, ArcGIS, XP-SWMM (to review model results)

project team

The organizational chart below identifies key Barr staff who will work on your project. This custom-designed team was selected based on experience with water resources management and planning.

organizational chart



key team members

Erin Anderson Wenz will serve as Barr's project manager. In this role, she will lead the plan update process, coordinating with city and Barr staff to complete the scope of work within the proposed schedule and budget. Erin's proven success in developing unique planning processes and documents to meet specific project needs will facilitate development of a plan that is customized to your needs. Erin will be the main point of contact with city staff.

Karen Chandler will serve as Barr's principal in charge for the plan update. In this role, Karen will provide project oversight, ensuring that the project is executed as proposed and that your expectations are understood and met throughout the entire project. Karen will also serve as a technical advisor, sharing her expertise in local and water management organization-based surface water management planning.

Greg Williams will serve as a project advisor. In this role, Greg will draw on his 10 years of experience developing surface water management plans for cities and watershed management organizations, including his recent experience in updating the water management plans for the Riley-Purgatory-Bluff Creek Watershed District and the Nine Mile Creek Watershed District.

Brandon Barnes will also serve as a project advisor and technical resource. He will manage the city's Atlas 14 hydrologic and hydraulic model updates and will work with team members to incorporate the modeling results into the implementation section of the city's plan.

Ross Mullen will serve as the primary plan writer. His familiarity with municipal stormwater management and his strong writing and communication skills will ensure a thoughtful, well-written plan document.

Additional information on qualifications and experience for these and other key project team members is provided below. Full resumes are included in [attachment A](#). Other Barr water resources staff familiar with the City of Bloomington through completion of past projects or work with the watershed management organizations will also be available to provide input and guidance as part of the city's plan update.



Role: Principal in charge

Karen Chandler, PE
Vice President, Senior Water Resources Engineer
MS, Civil Engineering

Karen has nearly 30 years of experience in water resources management, stormwater and watershed management planning, hydrology, and hydraulics. She also oversees hydrologic, hydraulic, and water quality analyses and the design and construction of stormwater projects, as well as assists clients with community relations. Karen has led water resource management plan development for numerous municipalities including Golden Valley, Northfield, St. Louis Park, Willmar, Minnetonka, Inver Grove Heights, and Hastings. She also managed development and/or updates to the Bassett Creek Watershed Management Commission's, Valley Branch Watershed District's, and Ramsey-Washington Metro Watershed District's water management plans.



Role: Project manager

Erin Anderson Wenz, PE, ENV SP
Senior Water Resources Engineer
MS, Environmental Engineering and Science

Erin has 18 years of experience on projects involving watershed management, including both stormwater and lake water quality modeling for municipalities and watershed districts. She creates stormwater management plans and designs and constructs low-impact development features for both large and small retrofit sites. She has also managed strategic lake management plans and TMDL studies for several metro lakes, including managing the development of a WRAPS report for the Ramsey-Washington Metro Watershed District as well as an update to the district's watershed management plan. Erin also managed development of stormwater management plans for the City of Willmar and for Duluth's Miller Hill Mall.



Role: Technical resource

Greg Williams, PE
Senior Water Resources Engineer
MSCE, Civil and Environmental Engineering

Greg has 10 years of experience providing water resource services to municipal clients and WMOs. His work includes development of surface-water management plans, CIPs, ordinances, and policies; H&H watershed modeling; and water quality modeling. He synthesizes input from clients and stakeholders to find solutions to problems related to hydrology, water quality, and resource management. Greg has written portions of stormwater management plans for several cities including St. Louis Park, Red Wing, Lakeville, North St. Paul, Hastings, and Willmar. He contributed to Bassett Creek Watershed Management Commission's 2015 plan and managed development of Valley Branch Watershed District's 2015-2025 watershed management plan.



Role: Technical resource

Brandon Barnes, PE
Water Resources Engineer
BS, Civil Engineering

Brandon has nearly a decade of experience in water resources. He creates detailed H&H models, integrates GIS with floodplain studies, performs interior drainage analyses, and addresses public concern. Brandon developed XP-SWMM models for the Airport South Drainage District in Bloomington, the Central City stormwater tunnel drainage area in Minneapolis, and the Shell Rock River watershed in southern Minnesota. He also updated hydrologic and hydraulic models for the Ramsey-Washington Metro Watershed District to incorporate Atlas 14 rainfall depths and developed an SWP-SWMM model for the Vermillion River Watershed Joint Powers Organization.



Role: Plan writer

Ross Mullen
Water Resources Engineer
BS, Civil Engineering

Ross has nearly five years of experience in modeling programs and has worked on watershed-wide water quality and H&H modeling studies. At Barr, his work has included modeling rivers, creeks, and stormwater ponds for a variety of projects; using various models to determine increased Atlas 14 depths and areas for municipalities and watershed districts; and updating emergency action plans and FEMA Letters of Map Revision. He also created XP-SWMM models of Minnehaha Creek for the City of Minnetonka and of Bassett Creek for the Bassett Creek Watershed Management Commission. We anticipate Ross will also be involved in the Atlas 14 modeling updates for the City of Bloomington



Role: GIS Specialist

Megan Wika
GIS Specialist
BA, Honors Geography and Environmental Studies (GIS Concentration)

Megan has over two years of GIS experience. She creates and edits figures and uses ArcGIS software to help meet client needs. Megan has specific experience generating GIS maps, integrating public data with client data, and creating presentations using project results. She has designed maps for use in public meetings and/or presentations; developed and revised figures for fieldwork and technical reports; mapped flood inundations using HEC-RAS outputs for the City of Rochester; and provided GIS support and data management for the Lake Calhoun and Lake Harriet master plan.

scope of work

Barr will assist the city in updating the plan to 1) meet the requirements of the Metropolitan Council, Minnesota Rules 8410, and Minnesota Statutes 103B.235; 2) satisfy all applicable watershed management organization (WMO) requirements; and 3) provide meaningful direction and justification for city water resource management actions for the next 10 years. For the purposes of this proposal and project execution, we have subdivided this project work into the following tasks:

1. project kick-off and information gathering
2. development of the draft plan
3. plan review, revision, and adoption

The NMCWD and RPBCWD are in the process of updating their watershed management plans. These WMO plans will not be adopted before significant work is performed on this project. Throughout this project, Barr will use its close working relationship with both of these watershed districts to incorporate necessary information or requirements into the city's plan.

task 1: project kick-off and information gathering

To begin the plan update process, Barr will review the 2007 plan in detail to identify content to be updated, content that is absent but should be included, and content that can be omitted as no longer relevant. Barr will perform this review relative to existing regulatory documents (e.g., NPDES MS4 permit), current data sets, and our knowledge of emerging issues. Barr will generate a list of critical data gaps, updates, and additions that require direction or input from the city. Barr will host a **project kick-off meeting** with key city staff to clarify the goals of the project, review data gaps, and get direction regarding the issues identified in our review of the 2007 plan. We assume that the project kick-off meeting will include discussion about potential updates to city performance standards (e.g., adopting MIDS). At the project kick-off meeting, we will also confirm project schedule and deliverables, with consideration of timelines for the city's comprehensive plan update, and concurrent updates to the NMCWD plan and RPBCWD plan.

After the kick-off meeting with city staff, Barr will attend an **open house** hosted by the city. The goal of the open house is to provide the public with information about the current plan and the upcoming plan update, and to give the public the opportunity to provide input regarding water resource issues in the city. Barr will prepare **printed materials** (e.g., boards and handouts) summarizing the existing plan, goals of the plan update, and additional relevant information identified in the kick-off meeting. Barr assumes that the city will provide space for the open house and advertise the event. We will discuss input received at the open house via **conference call** with city staff.

task 2: development of the draft plan

After the project kick-off meeting and open house, Barr will begin developing a draft of the plan. We anticipate frequent telephone and electronic communication with city staff during task 2 as well as **two meetings** to obtain city staff feedback on interim draft sections of the plan. We assume the City will provide an editable, electronic copy of the 2007 plan. We will use content from the 2007 plan and relevant content Barr has developed for other plans, where applicable, to promote efficiency and focus resources on areas of the plan requiring more effort, including revising goals and policies, identifying problems and solutions, and defining the implementation program.

The following are the types of changes expected in each section of the plan (organized by existing plan section for the purposes of this scope; the format of the updated plan may vary):

- **Section 1—Executive Summary:** The executive summary will require minor revision to reflect the changes made to the subsequent sections.
- **Section 2—Introduction and Purpose:** This section will be revised to reflect the drivers for the current plan update, updated water resource-related agreements, and cooperative partners (although we recommend omitting personnel contact information, based on the longevity of this plan).
- **Section 3—Land and Water Resource Inventory:** Barr will update the text, tables, and figures of this section to reflect the most current available natural resource data. Key updates will include updated climate data (i.e., Atlas 14), updated hydrologic soil classifications, 2016 impaired waters, and others. Barr will omit data tables corresponding to modeling or other analyses that are no longer current. The proposed scope of work does not include any new modeling. Barr will include results of hydrologic and hydraulic (H&H) modeling currently in progress. The updated H&H modeling is also being performed by Barr, allowing seamless integration of the methods, results, and proposed actions into section 3 and other relevant sections of the plan (e.g., assessment of problems, implementation priorities). Barr will update section 3 figures to reflect current, publically available GIS data and infrastructure data provided by the city. Barr will also incorporate maps developed as part of the ongoing H&H modeling effort (outside of this scope) that show areas inundated during the 100-year rainfall event.
- **Section 4—Goals and Policies:** New and/or revised goals and policies will be needed to reflect 1) updated requirements for cities included in WMO plans adopted since 2007; 2) new or changed regulatory programs (e.g., updated NPDES MS4 requirements); 3) new or suggested changes to city requirements and performance standards; and 4) emerging issues to be addressed, including those identified during the comprehensive planning process that are brought to our attention. We will work with city staff to develop goals and policies that provide meaningful direction for the city without duplicating the efforts of WMOs, state agencies, or others. We will assist the city in identifying methods and measures to address emerging issues (e.g., groundwater, aquatic invasive species, climate change resilience) that are appropriate to the city's desired level of effort. We will revisit the city's existing performance standards to determine if revisions are needed. Updating section 4 will be a collaborative effort and require significant input from city staff. We will seek initial input regarding these issues at the kick-off meeting and attend one meeting with city staff to review and receive feedback on an intermediate draft of goals and policies prior to compiling a complete draft plan.
- **Section 5—Assessment of Problems and Corrective Actions:** This section will require updates to reflect the city's progress in addressing existing issues and the emergence of new issues. Barr will include information about increased storm intensities and issues identified by modeling results (e.g., inundation mapping). Barr will rely on city staff to provide information about current local issues (e.g., localized flooding). We will work with city staff to clarify vague actions and/or reference programs or actions included in the city's implementation programs. Updates to section 5 will require communication and feedback from city staff; we will attend one meeting with city staff to review and receive feedback on an intermediate drafts of plan content related to problems, corrective actions, and the city's implementation program (sections 5 and 6 in the current plan).

- **Section 6—Implementation Priorities and Program:** Barr will revise this section to reflect changes in city operations and programs, and coordinate with other city programs (e.g., transportation). We will work with city staff to identify tasks to address problems defined in section 5 and document the process the city uses to prioritize projects. Barr will update the city's implementation tables (table 5-2 and table 5-3) with input from city staff. Updates to section 6 will be closely related to the corrective actions identified in section 5 and required significant input from city staff (including a meeting described under section 5 above).
- **Section 7—Financial Considerations:** Barr will update this section to reflect the city's current stormwater management funding mechanisms, including any changes to the city's stormwater utility, and projected expenses based on the city's updated implementation program (section 6).
- **Section 8—Amendment Procedures:** This content will be updated only at the city's request.

In completing task 2, we assume ongoing electronic and telephone communication with city staff as needed. As noted above, we also assume one meeting to review an interim draft of content related to goals and policies, and a second meeting to review an interim draft of content related to problems, corrective actions, and implementation priorities. Following these meetings, Barr will compile a complete **draft plan in electronic format (PDF)** and provide the draft plan to the city's project manager to distribute for review by appropriate city staff, the city council, and the public (if so desired) ahead of the city council meeting included in task 3.

task 3: plan review, revision, and adoption

Task 3 includes the internal (city) and external (WMO and Metropolitan Council) review of the draft plan, revision to the plan based on internal and external feedback, and adoption of the plan by the city council. In sequence, this includes the following actions:

- Barr will attend a **city council work session** to present the draft plan and receive feedback from the city council.
- Barr will **attend one meeting** with city staff to discuss additional city staff feedback on the complete draft plan provided in task 2 and feedback received at the city council work session. Barr will revise the draft plan based on discussion with city staff.
- Barr will submit a **revised draft plan, in electronic format**, to the Metropolitan Council and the four WMOs for official 60-day review.
- Barr will present the draft Plan at **three WMO board meetings** (excluding the Richfield-Bloomington WMO, which meets infrequently).
- Barr will organize comments received during the 60-day review into a **spreadsheet** and develop proposed responses and/or plan revisions in response to the comments. We will include this information in a **spreadsheet** provided to the city's project manager.
- Barr will discuss the comments and proposed responses/revisions in a **conference call** with the city's project manager. Based on this feedback, we will summarize the response to comments in a **memorandum to the WMOs** and submit the memorandum to the WMOs.
- Following approval of the city's plan by the WMOs, Barr will present (or assist city staff in presenting) the final plan to the city council at a **city council meeting** for adoption.
- Barr will provide a **final plan in electronic format** (PDF and supporting Microsoft Office documents) to city staff. Our cost estimate includes the production of **six printed copies of the final plan** (five for city use and one for Barr).

- Barr will provide necessary **comprehensive plan content** (text, tables, and figures) to the city in electronic format for inclusion in the city's comprehensive plan update. *If requested by the city, Barr will assist in writing the water resources chapter of the comprehensive plan, or provide review of a chapter written by city staff, at a cost to be determined outside of this proposal.*

This scope and associated cost assume one review cycle by the WMOs (i.e., the WMOs conditionally approve the plan pending a response to comments and/or resubmittal of the plan, if required). Additional review cycles, although not anticipated, will increase the cost and duration of task 3. WMO approval without requiring a response to comments or plan resubmittal may lower the associated costs.

optional task 1: develop an online GIS tool

In coordination with the plan update, Barr proposes developing an online web mapping tool that city staff may use to view, print, and edit spatial data. This tool will increase city staff access to critical data and may reduce the need for printing large figures.

Barr will coordinate **one meeting** with city staff early in the project to identify the city's needs for viewing and editing for the most useful datasets identified. Barr will develop the online web mapping tool to view the pre-determined GIS data layers at various scales, allowing users to zoom, pan, and toggle the information in the viewer. Barr will hold one **follow-up meeting** with city staff during the development stage to demonstrate the tool and receive feedback on desired tweaks to the tool's design and functionality. Barr will revise the tool prior to publishing the final version.

Barr assumes the tool will be accessed by city staff from a PC using compatible browsers. GIS data will be hosted on Barr's servers to provide the appropriate server support and security. The city has the option to allow public and/or private access to the tool. If private access is desired, Barr will provide a secure project website that is password protected for the city's use. During the project, Barr and the city can discuss the details for maintaining and updating the tool beyond the project's end date.

project schedule

The plan update will be performed in a manner that promotes efficiency and consistent progress while considering the timelines of other coordinated projects, including updates to city-wide H&H modeling, updates to the city's comprehensive plan, and ongoing WMO plan updates. The proposed project timeline shown in figure 1 was developed working backwards from a target completion date of October 1, 2017, included in the city's RFP.

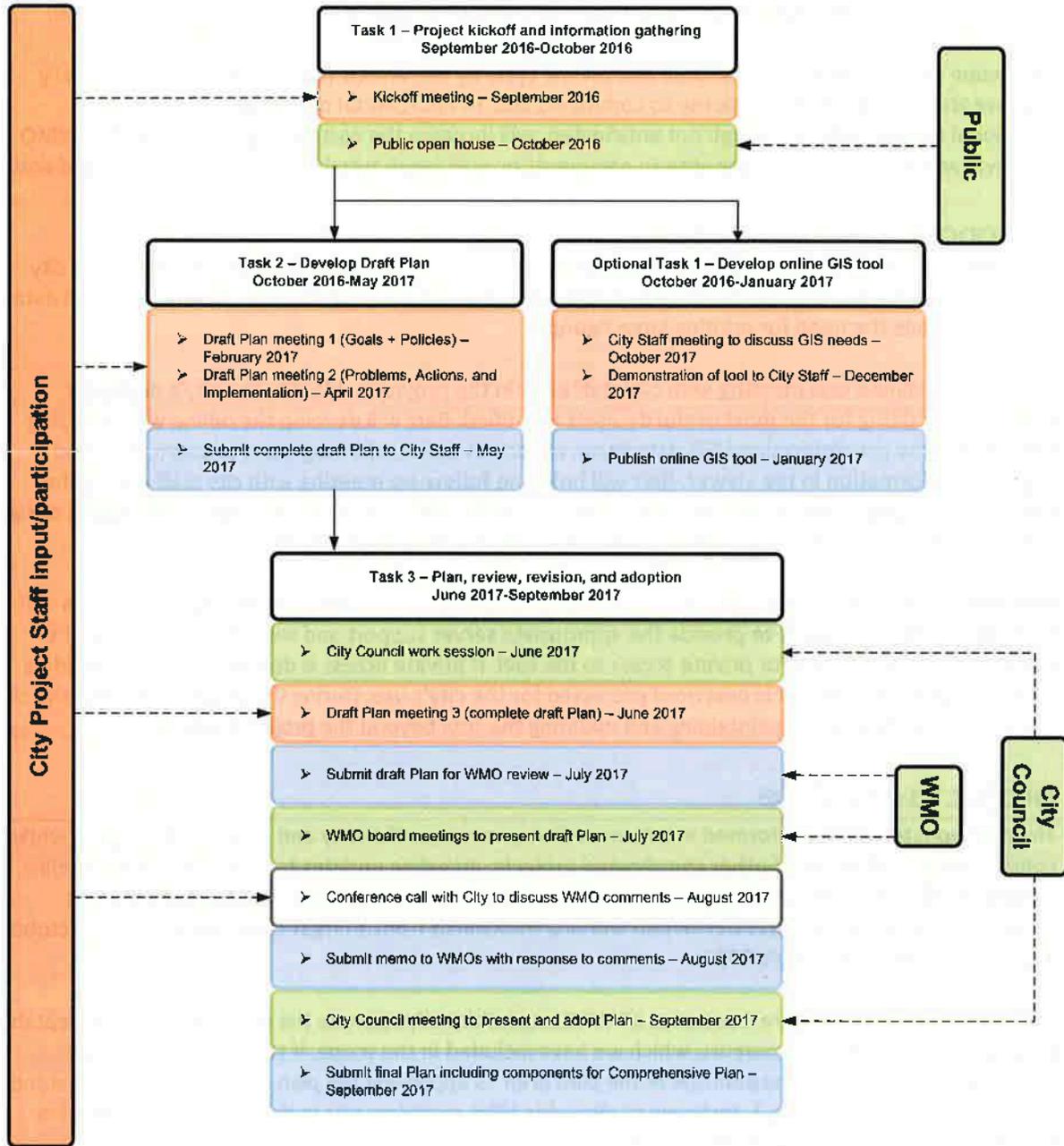
The schedule shown in figure 1 assumes all WMOs conditionally approve the plan pending an acceptable response to the WMO's comments, which we have included in the scope. If the WMOs require a response to comments or resubmittal of the plan prior to approving the plan, the schedule may extend beyond that shown in figure 1. Inclusion of city-wide H&H model results in the plan prevent the plan from being submitted to the WMOs earlier.

time/cost estimate

A detailed breakdown of each hours and costs by staff, task, and subtask is included as table 1. The total estimated cost to complete the project is **\$49,920**. The costs included in table 1 reflect the assumptions described in the scope and schedule, and include all associated material expenses (e.g., printing). A cost estimate for one additional, optional task (development of an online GIS tool) is also included in table 1.



Figure 1
Proposed Process and Schedule for City of Bloomington Surface Water Management Plan Update



- Meeting with City project staff
- Other meetings with project cooperators/stakeholders
- Submittals/deliverables

- Process Flow
- Meetings



Table 1. Cost estimate to update the City of Bloomington Surface Water Management Plan

Project Name: City of Bloomington Local Surface Water Management Plan
 Client Name: City of Bloomington
 Date: August 26, 2016
 Approved by: Karen Chandler

Name (Last, First) Initials	Chandler, Karen KLC	Anderson, Wienz, Erin ELA	Williams, Sterling SGW	Barnes, Brandon BIB	Mullen, Ross RSM	Wika, Megan M1W	Subtotal Hours	Subtotal Labor	Expenses	Project Total	Percentage of Total
Billing Rate	\$165.00	\$155.00	\$130.00	\$125.00	\$90.00	\$70.00					
Project Role	Principal	Project Manager	Technical Res.	Technical Res.	Plan Writer	GIS Specialist					
Task 1											
Review Existing Plan		4			8	2	14	\$ 1,480		\$ 1,480	
Prepare for & attend Project Kickoff Meeting	4	4			8		16	\$ 2,000		\$ 2,000	
Prepare materials/attend open house	4	4	2		8	2	16	\$ 1,740	\$ 100	\$ 1,840	
Subtotal	4	12	2	0	24	4	46	\$ 5,220	\$ 100	\$ 5,320	11%
Task 2											
Update Executive Summary (Section 1)	1	2			6		9	\$ 1,015		\$ 1,015	
Update Introduction (Section 2)	1	4			8		13	\$ 1,505		\$ 1,505	
Update Resource Inventory (Section 3)	1	4	2	4	12	16	39	\$ 3,745		\$ 3,745	
Update Goals and Policies (Section 4)	4	8	16		32		60	\$ 6,860		\$ 6,860	
Meet with City staff (#1) to discuss partial draft	4	4		4	4		12	\$ 1,480		\$ 1,480	
Update Problems and Corrective Actions (Section 5)	2	8		4	16		30	\$ 3,510		\$ 3,510	
Update Implementation & Finances (Sections 6 & 7)	4	12	12		16		44	\$ 5,520		\$ 5,520	
Meet with City staff (#2) to discuss partial draft	4	4		4	4		16	\$ 1,920		\$ 1,920	
Compile plan (inc. Section 8) and submit to City	2	4		12	16		34	\$ 4,060		\$ 4,060	
Subtotal	15	50	30	12	114	16	237	\$ 27,005	\$ -	\$ 27,005	54%
Task 3											
Prepare materials & attend City Council work session	4	4			4		8	\$ 1,280	\$ 100	\$ 1,380	
Meet with City staff (#3) to discuss complete draft	4	4			4		8	\$ 980		\$ 980	
Revise Plan based on City staff/council comments	2	8	4	2	8	4	28	\$ 3,340		\$ 3,340	
Submit draft Plan for WMO review	2	2			2		6	\$ 610		\$ 610	
Attend three (3) WMO meetings & present Plan	1	8			8		9	\$ 1,240		\$ 1,240	
Summarize WMO feedback in spreadsheet	1	4	2		8		15	\$ 1,765		\$ 1,765	
Call City staff to discuss WMO feedback & responses	2	6			2		10	\$ 1,400		\$ 1,400	
Draft memo to WMOs with responses & resubmit	2	6			6		14	\$ 1,960		\$ 1,960	
Perform final edits to Plan	2	4			4		10	\$ 1,400		\$ 1,400	
Present final plan to City Council	4	4			4		12	\$ 1,680		\$ 1,680	
Produce final electronic and printed Plans (6)					8		8	\$ 720	\$ 100	\$ 820	
Provide electronic documents for Comp Plan	9	48	8	2	64	2	137	\$ 16,395	\$ 1,200	\$ 17,595	35%
Subtotal	28	110	40	14	202	26	420	\$ 45,620.00	\$ 1,900.00	\$ 47,520.00	99%
Project Subtotal											
Project Total											
Optional Task 1 - Develop online GIS tool											
Meeting with City staff to discuss GIS needs	3					6	9	\$ 885		\$ 885	
Develop online GIS tool	2					36	38	\$ 2,520		\$ 2,520	
Open house to present to City personnel & get feedback	2					10	12	\$ 870		\$ 870	
Revisions to GIS tool following feedback	2					16	18	\$ 1,430		\$ 1,430	
Optional Task Subtotal	0	7	0	0	0	66	73	\$ 5,705	\$ -	\$ 5,705	100%
Optional Task Total											

orange shading indicates meeting with City project staff
 yellow shading indicates meeting with project cooperators
 Assumptions related to this cost estimate are described in the attached scope

XVII. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	August 26, 2016
Name	Karen Chandler, PE
Authorized Signature	<i>Karen L. Chandler</i>
Title	Vice President, Senior Water Resources Engineer
Company Name	Barr Engineering Co.
Address	4300 MarketPointe Drive, Suite 200
City, State	Minneapolis, MN
Zip Code	55435
Telephone Number	952-832-2813
Fax Number	952-832-2801
E mail	kchandler@barr.com

XVIII. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Consultant designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Karen L. Chandler

Signed

Karen Chandler, PE

Print Name

Vice President, Senior Water Resources Engineer

Title

August 26, 2016

Date

Barr Engineering Co.

Contractor Name

4300 MarketPointe Drive, Suite 200

Address

Minneapolis, MN 55435

City / State / Zip Code

952-832-2813, 952-832-2601

Telephone and Fax Numbers

kchandler@barr.com

Email Address



September 15, 2016

Exhibit C

Shelly Hanson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431

Re: Amendment to Barr proposal to update the City of Bloomington's local surface water management plan

Dear Ms. Hanson:

On August 26, 2016, Barr Engineering Co. submitted a proposal to update the City of Bloomington's local surface water management plan (Plan). Per the telephone conversation between Bryan Gruidl and Karen Chandler on September 7, 2016, we are providing this amendment to our original proposal. The proposed changes to the proposal include the following:

- **The open house** included in Task 1 will be replaced with a stakeholder engagement activity coordinated with the farmers market held on a Saturday (October 15, November 12 or December 10). The stakeholder engagement activity will be of similar effort to the planned open house and will be attended by Barr staff. It is anticipated that delaying this activity will not alter the overall project cost or timeline. We recommend the November 12 event, as it appears to fit in best with the project schedule.
- **One additional meeting** with city staff will be added to the end of Task 2 or the beginning of Task 3. The purpose of this meeting will be to discuss the draft Plan with city staff prior to distribution for review by the Watershed Management Organizations. The sequence of this meeting (e.g., before or after City Council review) will be determined at the project kickoff meeting.
- **One additional in-person meeting** with the Richfield-Bloomington Watershed Management Organization board during Task 3. The Richfield-Bloomington WMO is currently updating its watershed management plan. We assume the WMO will request a meeting at which Barr staff will present the draft Plan.
- **Optional task 1** related to developing an online GIS tool will be included as part of the project to be performed only upon direction from the city project manager. The cost of optional task 1 is included in the overall cost estimate.

The included table shows the estimated costs from the original proposal and updated costs incorporating the changes described above. We estimate that the proposed project schedule included in

the original proposal can be achieved with the above scope modifications. Meeting the original schedule will require timely communication, meeting coordination, and review of draft deliverables on the part of Barr and city staff.

Task	Original Cost	Revised Cost	Change in Cost
Task 1: project kick-off and information gathering	\$5,320	\$5,320	--
Task 2: development of the draft plan	\$27,005	\$27,005	--
Task 3: plan review, revision, and adoption	\$17,595	\$18,835	\$1,240
Optional Task 1: develop an online GIS tool	--	\$5,705	\$5,705
Project Total	\$49,920	\$56,865	\$6,945

Please do not hesitate to contact Karen Chandler if you have any questions about the proposed changes in scope and cost. We thank you for considering Barr Engineering Co. to assist you in updating the city's SWMP and look forward to discussing the project in greater detail at the project kickoff meeting.

Sincerely,



Karen Chandler, PE
Vice President, Principal in Charge



Erin Anderson Wenz, PE, ENV SP
Project Manager

