

CITY OF EAU CLAIRE, WISCONSIN

AGREEMENT

PROFESSIONAL SERVICES FOR COMPREHENSIVE STORMWATER MANAGEMENT PLAN  
PROJECT NO. 2015-41

I. NAME OF CONTRACTING PARTIES

This contract is entered into on September 8, 2015, between the City of Eau Claire, 203 South Farwell Street, Eau Claire, Wisconsin 54702-5148, hereafter called the City and Barr Engineering Company, 4700 West 77<sup>th</sup> Street #200, Minneapolis, Minnesota 55435, hereafter called CONSULTANT.

The parties hereto agree as follows:

II. PROJECT MANAGER

A. Assignment of Project Manager

The CONSULTANT shall assign the following individual to manage the project described in this contract.

Project Manager: Karen Chandler, PE

B. Changes in Project Manager

The City has the right to approve or disapprove any proposed change from the individual named in Article II.A. The City shall be provided with a resume for any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

III. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT

A. Scope of Work

The CONSULTANT shall provide the services described in Attachment "A", Scope of Services.

B. Other Services

The CONSULTANT shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret the plans, specifications or report, as the case may be.

C. Additional Services

The CONSULTANT shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the City's Project Manager or other authorized employee of the City. Such additional costs may not be incurred prior to receipt of written approval by the City. Compensation for services provided by this Agreement shall be as specified in Article V. Costs for additional products and services not covered under this Agreement shall be negotiated and set forth in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties prior to proceeding with the work covered under subject amendment.

#### **IV. RESPONSIBILITY OF THE CITY**

At its own expense, the City will have the following responsibilities regarding the execution of the contract by the CONSULTANT.

##### **A. Project Officer**

The City appoints Dave Solberg - City Engineer, to function as project officer to act as the City's representative with respect to the work performed under this contract.

##### **B. Prompt Response**

To prevent an unreasonable delay in the CONSULTANT's work, the City will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the CONSULTANT to proceed with work within a reasonable time period.

##### **C. Project Requirements**

The City will furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from City records.

#### **V. COMPENSATION AND TERMS OF PAYMENT**

The City shall pay the CONSULTANT, in accordance with the terms and conditions of this contract for basic services, as set forth in Article III A and B, a maximum fixed fee of \$133,875, and for additional services, as set forth in Article III.C, subject to written approval of the City, at the rates shown in Attachment "B". Rates shown in attached fee schedules shall be firm for the duration of this agreement.

#### **VI. METHOD OF PAYMENT**

The CONSULTANT shall submit itemized monthly statements for services described in Article III of the contract. The City shall pay the CONSULTANT within 30 calendar days after receipt of such statement.

#### **VII. TERMINATION OF THE CONTRACT**

##### **A. For Cause**

If, through any cause not beyond the control of the CONSULTANT, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall have the right to terminate this contract by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any satisfactory, usable work completed.

##### **B. For Convenience**

The City may terminate this contract by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the City terminates the contract under this clause, the CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed.

**VIII. CONFLICT OF INTEREST**

No elected official or employee of the City who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interest.

**IX. ASSIGNABILITY**

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.

**X. TITLE TRANSFER**

The products of this contract shall be the sole and exclusive property of the City. Upon completion or other termination of this contract, and at the request of the City, the CONSULTANT shall deliver to the City machine-reproducible copies of any and all materials pertaining to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the City for different facilities without specific adaptation by the CONSULTANT, will be at the risk of the owner.

**XI. PUBLIC RECORD CONTRACT CLAUSE**

Both parties understand that the city is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stats. § 19.21, et seq. Contractor acknowledges that it is obligated to assist the city in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless from liability under that law in regard to records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this agreement.

**XII. CONFIDENTIALITY**

No reports, information, and/or data given to or prepared or assembled by the CONSULTANT under this contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the City.

**XIII. INDEMNITY**

The CONSULTANT shall indemnify and hold harmless the City, its employees and subcontractors from and against any and all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of CONSULTANT or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

**XIV. INSURANCE**

To the satisfaction of the City, the CONSULTANT shall maintain insurance or otherwise provide protection against claims under Worker's Compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. A certificate showing the amounts and extent of such protection shall be submitted to the City prior to commencement of work under this contract.

**XV. CONTROVERSIES**

Any controversy or claim arising out of this contract will be settled in accordance with Chapter 2.92 of the City Code of Ordinances.

**XVI. ERRORS OR DEFICIENCIES**

The CONSULTANT shall without additional compensation revise any materials prepared under this contract if it is determined that the CONSULTANT is responsible for any errors or deficiencies.

Further, the CONSULTANT shall be responsible for costs incurred by the City, which are over and above the costs that would have been incurred, had the error, omission or deficiency not occurred.

**XVII. CONTRACT PERIOD**

This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

**XVIII. COMPLETENESS OF THE CONTRACT**

This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations or agreements, written or oral, other than those incorporated herein.

IN WITNESS WHEREOF, the parties have signed this contract as of the day and year first above written.

FOR THE CITY:

BY: Frank Draxler  
Frank Draxler  
Purchasing Manager

BY: Russell V. Gompel  
Russell Van Gompel  
City Manager

FOR THE CONSULTANT:

BY: Steven M. Klein  
Signature

Steven Klein  
Name (typed)

Vice President  
Title

## proposed services

### summary

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Since the city's last stormwater management plan in 1992, much has changed with respect to the city and its water resources. Barr seeks to assist the city in developing a management plan that will guide the city for the foreseeable future, while retaining the useful information gathered over the previous 20 years. To accomplish this, we will evaluate existing data, studies, and management plans to provide recommendations relevant to the current situation. We will assess the city's current stormwater conveyance system and develop a prioritized replacement schedule. Barr will look to the city's future as we identify opportunities for stormwater infrastructure to facilitate orderly growth. We will develop ordinances that reflect the city's vision for resource protection while being consistent with the current regulatory environment, and we will develop a plan to guide the restoration and management of the city's most valuable water resource, Half Moon Lake. Barr will compile this information in a comprehensive stormwater management plan we hope will serve as an invaluable resource to the city.

### detailed scope of work

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Barr will perform five major tasks in completing the work identified in the city's request for proposal. These tasks are organized herein as:

1. assess current conditions
2. identify options for future stormwater facilities
3. develop stormwater and erosion control ordinances
4. develop Half Moon Lake watershed management plan
5. complete final stormwater management plan

### task 1: assess current conditions

Barr will review the city's 1992 stormwater management plan and subsequent additional studies made available by the city. We will consider publically available water quality, modeling, and other data applicable to the city's water resources. With a detailed knowledge of the available data, we will evaluate recommendations included in prior studies, and update those recommendations as applicable to reflect the current state of the resources, city objectives, and regulatory environment. As part of this analysis, Barr will use publically available hydrologic and topographic geographic information system (GIS) data to update watershed boundaries identified within the prior studies, as applicable to the city's current jurisdiction.

Barr will work with city staff to evaluate the current state of the city's municipal storm sewer system, paying particular attention to the corrugated metal pipe sections of the storm sewer system. We will compile all storm sewer data available that the city currently has or will develop in a GIS format into a single GIS dataset. We will perform a storm sewer failure risk assessment on every storm sewer pipe the city provides us the necessary GIS information on. Shortly after we begin the project, we will provide the city with the information we would need for us to perform the assessment. For all

corrugated metal pipes that have not been georeferenced but for which drawings or plan sheets of are available, Barr will digitize those systems and add the relevant attributes, if known. We will work with the city to identify additional key conveyance sections containing metal pipe sections with limited attribute data. Barr's subcontractor, Kramer Land Design Studio, will work with city staff to survey the identified conveyance systems and collect the relevant pipe information. We understand that the city has equipment for televising pipe and as such, for this proposal, we have assumed that city staff will televise the key conveyance systems that we request during the inventory process. We are not assuming any confined space entry work will be performed for this project. Barr will view all video documents the city provides of pipe sections it televises. We will incorporate the data collected during the survey into the GIS database. Once the relevant data is included in a GIS database, we will categorize the included system elements according to risk of failure and create a replacement plan prioritized by risk, considering both likelihood and consequences of failure.

In classifying elements of the stormwater system, we will consider the following factors (as available): pipe age, pipe material, soil conditions, slope, and street crossings (see the storm sewer failure risk assessment Barr performed for the City of Minnetonka in the "similar projects" section of this proposal). Due to the automation involved in the GIS analysis, we recommend that the city consider collecting as much pipe system data as possible for inclusion in this process. We will also develop a planning-level cost estimate for pipes classified as the highest replacement priority, which the city can use as a guide in future CIP budgeting.

Deliverables for this task include:

- memorandum summarizing the review of past studies and recommendations resulting from that review
- GIS dataset of updated watershed boundaries
- GIS dataset of the city's stormwater system classified according to replacement priority
- planning-level cost estimate for pipes categorized as high priority for replacement
- memorandum summarizing the method and criteria used in classifying the existing stormwater system

## **task 2: identify options for future stormwater facilities**

Barr will assess the city's stormwater system relative to anticipated future conditions and recommend enhancements to accommodate future development. We will consider the city's existing stormwater system, as well as the need for expansion of the system in developing fringe areas outside the current system.

With respect to the existing system, Barr will review the city's comprehensive plan and consult with city staff to develop an understanding of the current condition of the city's stormwater system and expected growth pattern. We will consider the existing stormwater system in relation to anticipated growth to identify existing stormwater systems likely to be strained in the future. We will use existing modeling data, where available, in this analysis. The results of this analysis will be qualitative, except where existing modeling data may be referenced to support quantitative conclusions. As part of this

analysis, Barr will identify areas where H&H modeling of the existing system should be performed and/or updated to most accurately assess current and future conditions.

To address the fringe areas located outside the city's existing stormwater system, an initial planning meeting with city staff will be held to:

- establish the specific areas Barr is to model for regional basin considerations
- identify information gaps, the information the city will provide Barr, and the information Barr will develop/obtain; this information will likely include topography, land use, and recent SSURGO updated soils maps and National Wetlands Inventory maps
- determine whether Barr should proceed with development of a basic H&H model; for this proposal, we assumed a limited amount of H&H modeling in the fringe area
- discuss the pros and cons of regional detention versus regional infiltration basins
- identify if city staff will want to direct Barr to assume runoff in the fringe area will be controlled via detention or infiltration, or a flexible combination of the two

Following discussion with the city to further define the scope of analysis for the fringe areas, Barr will perform the following (as directed by the city):

- develop a watershed divide map delineating areas tributary to likely regional detention or retention sites
- prepare GIS layers for modeling inputs using available land use, topography, soils, and wetland data
- prepare and run a basic XP-SWMM H&H model for the fringe areas and model runoff and estimated flood elevations for the two-year, 10-year, and 100-year events using Atlas 14 precipitation data
- write a draft summary memo of the fringe area surface-water management plan that describes the results of the modeling, including 100-year flood elevation, freeboard information, and management goals and criteria
- meet with city staff to discuss model results and receive input on if the city should proceed with plans to manage runoff in the fringe area
- prepare a final summary memorandum of fringe area surface-water management plan

In completing this task, we will consider the use of innovative technologies and draw on our extensive experience in watershed management planning to consider a variety of possible options for managing stormwater in the fringe areas.

Deliverables for this task include:

- maps (and corresponding GIS data) identifying growth areas and potential future stormwater facilities (i.e., regional retention/detention areas)
- maps (and corresponding GIS data) of watershed divides, topography, soils, and wetland data

- draft memorandum including summary of the analysis of the fringe area and fringe area surface-water management plan
- final memorandum summarizing the fringe area surface-water management plan

### **task 3: develop stormwater and erosion control ordinances**

We will familiarize ourselves with the city's current stormwater management and erosion control policies, ordinances, and any other documented regulatory controls/standards. We will discuss city stormwater and erosion control practices with city staff, seeking to understand what works and what could be improved. As part of this process, Barr will review relevant ordinances from nearby cities and review the Wisconsin DNR's model ordinances addressing stormwater and erosion control (NR Chapter 152).

Barr will propose conceptual changes to the stormwater and erosion control ordinances (e.g., more stringent requirements for "protected areas" or more comprehensive rate control requirements) in memorandum format and seek input from city staff, city council, and developers prior to drafting revised ordinance language (see workshops #2, #3, and #4 described in the recommended public involvement process, below). Based on feedback from city staff and others solicited through the public involvement process, we will draft updated stormwater and erosion control ordinances, drawing on the DNR's model ordinances as applicable. All revisions to city ordinances will be made with consideration for state runoff management performance standards (NR Chapter 151) and state construction stormwater permit criteria (NR Chapter 216) to avoid inconsistency and minimize redundancy. We will develop the ordinance updates in a manner that allows the city to apply for "authorized local program" status, if desired by the city. As an authorized local program, the city will be the primary entity fulfilling the technical and administrative responsibilities to verify compliance with both local and state construction site erosion control and stormwater management requirements.

Barr will provide the draft ordinance language to city staff for one round of internal review and revise the draft ordinance language based on city staff feedback (see workshop #5, below) prior to hosting open houses with the public. Following two open houses, Barr will work with city staff to get direction regarding additional revisions (see workshop #6, below). We will assist city legal counsel in its legal evaluation of the draft ordinances. Barr will revise the draft ordinances, as needed, following legal counsel review. The revised ordinances will then be ready for city staff to present to the city council for adoption. If requested by the city, Barr staff would be happy to attend a city council meeting to present and answer questions on the draft ordinances, at an additional negotiated contract cost.

Barr will develop and carry out a public involvement plan to inform affected parties of the updates to the stormwater and erosion control ordinances. The public involvement plan will target:

- the public
- developers
- business improvement districts
- city staff
- elected officials
- the city's legal council



Early in the process, we will work with the city to lay out the details of the public involvement process. Our recommended process, which we have assumed for this proposal, includes holding workshops early in the process and open houses later in the process, as follows:

- **Workshop #1**, with city staff: The purpose of this workshop would be to 1) review the city's current ordinances, processes, standards, etc.; 2) explain the drivers for the ordinance updates; 3) discuss the types of changes that could be included in the ordinances; and 4) gather feedback/get direction on the types of ordinance changes that staff recommend.
- **Workshop #2**, with city staff: During this workshop, we will present and discuss our recommended changes to the ordinances (based on feedback from workshop #1), in a memo (i.e., not at the actual ordinance revision stage). We will revise our recommended changes, based on feedback from this workshop.
- **Workshop #3**, with city council members: The purpose of this workshop is to inform the city council members of the upcoming ordinance revisions and obtain feedback and direction from them, prior to revising the ordinances.
- **Workshop #4**, with developers and representatives from the business improvement districts: The purpose of this workshop is the same as workshop #3, but with a different audience.
- **Workshop #5**, with city staff: At this workshop, we will review the draft ordinances and discuss needed revisions. We will revise the draft ordinances, based on feedback from this workshop.
- **Open houses #1 and #2**, with public: At these open houses, the draft ordinances will be presented and will include information regarding the drivers for the ordinance updates, describe the changes included in the ordinances, and explain the impacts of these changes in practical terms. We suggest two identical open houses to allow the public two opportunities to attend.
- **Workshop #6**, with staff: At this workshop, we will review the comments heard at the open houses and get direction from city staff regarding any needed ordinance revisions. We will revise the draft ordinances based on feedback from this workshop.
- **Open house #3**, with public: At this open house, the final ordinances will be presented to the public. We envision this open house being held after the city council adopts the ordinances, but it could occur prior to that time.

Barr will work with city staff to develop the meeting materials (e.g., PowerPoint presentations, boards, handouts) to convey these items. We will present this information at the workshops, open houses, or other meetings, in cooperation with city staff. We assume that city staff will organize the meetings, including securing meeting space and notifying/inviting attendees. For the purposes of this proposal, Barr assumes there will be six two-hour workshops and three two-hour open houses. Please note that we will not charge for our travel time and expenses to attend any of the planned meetings in our proposed scope of services.

Deliverables for this task include:

- draft memo with recommended changes to the ordinances
- revised memo with recommended changes to the ordinances
- draft revised stormwater and erosion control ordinances
- revised draft stormwater and erosion control ordinances (after workshop #5)
- revised draft stormwater and erosion control ordinances (after workshop #6)
- revised draft stormwater and erosion control ordinances (after legal counsel review)
- final revised stormwater and erosion control ordinances
- meeting materials for workshops and open houses (e.g., PowerPoint presentations, boards, handouts)

#### **task 4: develop Half Moon Lake watershed management plan**

Barr will develop a watershed management plan for Half Moon Lake that is consistent with the requirements of Section 319 of the Clean Waters Act (i.e., a nine element plan). Barr will utilize the previous analyses of Half Moon Lake to the extent possible in developing the nine element plan, augmenting that data with additional analysis, as necessary. We will perform the following in developing the plan:

##### **task 4.1: gather information**

Barr will consult readily available information about watershed characteristics and lake data, GIS data, and information compiled by the city (public concerns, past reports, surveys) and other sources. We will use the U.S. Environmental Protection Agency *Handbook for Developing Watershed Plans to Restore and Protect Our Waters* to guide this process. We will interview key staff to gain additional institutional knowledge of the lake (e.g., known pollutant sources and magnitudes).

##### **task 4.2: compile or develop (where necessary) the nine elements**

- **task 4.2.1: identify the pollutant sources and causes of pollution:** Barr will compile and review existing monitoring data for comparison to water quality standards (updated since the TMDL as described on page 8), including critical conditions, impairment magnitude (including frequency and duration of criterion exceedances), and known temporal trends. Using available data, Barr will compile or develop pollutant-loading estimates from point, non-point, groundwater pumping, and internal sources, and will document potential polluting sources and areas critical for conservation, protection, or restoration using available data.

Barr will review the results of existing WinSLAMM watershed modeling already performed to establish baseline pollutant loading. We will review the modeling for data gaps to qualify model results and limitations. Barr will utilize model results to identify the sources, locations, and pollutants (including quantified loads) contributing to stormwater pollution. We will use the available model results to identify locations with the greatest potential to provide water quality improvement and identify the target pollutants and sources in each area; these areas will be identified on a subwatershed level, preferably at the property or site level (depending on the available monitoring data and model discretization).

We will create a watershed map (and associated GIS data) presenting applicable background data (e.g., pollutant loading, critical areas), results of modeling, and locations with highest potential to provide treatment. Barr will submit the original-source data and other related information to the city.

- **task 4.2.2: estimate pollutant loading and expected load reductions:** Barr will work with the city and the Wisconsin DNR to assist them in updating the water-quality target load reductions established in the existing TMDL, based on current water quality standards. (Barr will perform modeling to establish target load reductions at the request of the city for additional cost.)
- **task 4.2.3: describe management measures that achieve load reductions and target critical areas:** Barr will identify best management practices to achieve the target load reductions, including capital improvements, policies, and standard operating procedures that could be implemented to improve water quality. We will prioritize solutions based on concept-level estimates of load reduction potential, feasibility, and cost. Barr will perform additional WinSLAMM or other water quality modeling to quantify load reductions of proposed BMPs for additional cost, as directed by the city.

Barr will identify and provide examples of non-structural BMPs to meet established water quality goals, including standard operating procedures (e.g., street sweeping, snow and ice management, park maintenance activities) and potential policy amendments to be implemented by the city. We will recommend management measures that could be implemented to control internal sources of phosphorus including alum treatment, rough fish control, etc. Barr will describe the potential benefits and limitations of implementing the innovative technologies described earlier in this proposal. We will quantify the impact of those innovative solutions on water quality in a modeling sensitivity analysis at additional cost, if so directed by the city.

- **task 4.2.4: estimate amounts of technical and financial assistance:** Barr will estimate the amounts and sources of technical and financial assistance and framework (e.g., ordinance changes) needed to implement the plan (including long-term maintenance, monitoring, outreach, and evaluation), using existing data to the extent possible. Barr will evaluate regulatory and permitting requirements needed for implementation as well as long-term financing mechanisms that exist or need to be created to fund plan implementation. We will identify potential shortfalls between plan needs and available resources and develop recommendations to address these shortfalls.
- **task 4.2.5: develop an information and education component:** Barr understands that the city and the Half Moon Lake implementation task force have already completed extensive information and education/outreach activities, including the dissemination of long-term goals and recommendations for further improvements. As a result, Barr will work with the city to develop and facilitate a meeting with the task force and/or the public to present the preliminary management measures and the draft plan. We will coordinate with the city to establish the date, time, and location for the meeting. Barr assumes that the city will provide meeting space and distribute the announcement.

Barr will prepare presentation materials appropriate to the meeting topic and prepare meeting summaries for the city. Meeting objectives include:

- provide background information on local watershed issues, trends in watershed management, and water quality; design focused discussion to gather input on local ideas and values regarding stormwater management and in-lake improvements
  - provide an update on results of analysis and initial BMP recommendations
  - provide a presentation on the plan including BMP types and locations, cost estimates, potential sources of funding, evaluation criteria, etc.
- **task 4.2.6: develop implementation schedule:** Barr will work with the city to develop timelines for implementing the plan, including milestones developed in 4.2.7. This will include reviewing existing city CIP projects and schedules to look for synergies.
  - **task 4.2.7: describe interim measurable milestones:** Barr will summarize past and ongoing water quality improvement measures that precede the development of the plan, drawing on existing reference material to the extent possible. We will work with the city to identify and forecast additional interim measurable milestones for determining whether management practices or other control actions are being implemented in one to five years. We will define long-term measurable goals (five to 10 years). Barr will work with the city to describe what actions will be taken if milestones are not being achieved, or are achieved ahead of schedule.
  - **task 4.2.8: develop evaluation criteria to measure progress:** Barr will develop criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards. We will use the existing TMDL and modeling results to the extent possible to establish predictive goals for pollutant load reductions with BMP implementation. Barr will perform modeling of specific BMP implementation at additional cost, if so directed by the city. We will establish methods to assess whether criteria are met. Barr will work with the city to develop an adaptive management plan describing how the plan will be modified if load reduction targets are not being met.
  - **task 4.2.9: develop monitoring plan:** Barr will design a sampling and analysis plan for ongoing monitoring that identifies sampling locations, analyses, and frequency. Barr will develop a quality assurance project plan (QAPP) using a DNR-recommended QAPP template. Barr will submit the QAPP to the city and the DNR for comments.

#### **task 4.3: produce final report**

Barr will submit a draft report to the city for review and discuss comments with city staff. We will then revise the report and submit the report for review and comment by the DNR. Barr will review DNR comments with the city and address those comments as necessary. Barr will submit a revised draft to the DNR. Upon final approval from DNR, Barr will produce a final document in digital format via CD, flash-drive, FTP site, or project website. To allow the city to easily reproduce the plan document, files will be provided in PDF format. We will also provide the city with all of the materials used, gathered, or produced for this project (i.e., raw data, background data, modeling summary files, meeting minutes, etc.) in their original file formats (e.g., Word, Excel, GIS shape files, modeling files, etc.). Deliverables for this task are described in the above subtasks.

## task 5: complete stormwater management plan document

Early in the project, Barr will work with city staff to outline the complete stormwater management plan, confirming that all desired components are included and minimizing the effort to incorporate the results of tasks 1 through 4. Ultimately, we will compile the results of tasks 1 through 4 into a single, comprehensive document. We will provide a draft of the complete document to city staff for review and feedback. After discussing and incorporating city feedback, Barr will produce the final document in digital format. Printed copies of the plan may be provided at additional cost. If directed by the city, Barr staff will attend a city council meeting to present the stormwater management plan and answer questions about the plan and its development, at an additional negotiated contract cost.

Deliverables for this task include:

- draft stormwater management plan for city staff review
- final stormwater management plan in digital format

## proposed timeframe

Below is our proposed timeframe to complete the tasks in our scope of services. Estimated number of hours per assigned individual and specific service are included in the cost spreadsheet (see separate enveloped marked "Price Proposal—RFP 2015-41").

task	est. completion date
1.0 assess current conditions	November 15, 2015
2.0 identify options for future stormwater facilities	December 15, 2015
3.0 develop stormwater and erosion control ordinances	April 8, 2016
▪ workshops for stormwater and erosion control ordinance	October 2015 – March 2016
4.0 develop Half Moon Lake watershed management plan	March 4, 2016
5.0 complete stormwater management plan document	April 1, 2016

*\*Please note that proposed schedule included above is dependent upon timely review and feedback of work products by city staff.*

Attachment B



Project Name: City of Eau Claire Comprehensive Stormwater Management Plan  
 Client Name: City of Eau Claire  
 Date: August 6, 2015  
 Approved by: Steve Klein

Name (Last, First) Initials Billing Rate (hourly) Project Role	Klein, Steven	Chandler, Karen	Williams, Sterling	Wilson, Gregory	Pilgrim, Keith	Taran, Matthew	Greer, John	Soblech, Scott	McKinney, Michael	Runke, Henry	Kramer, Scott	Erickson, Mark	Raymond, Greg (et al.)	Subtotal Hours	Subtotal Labor <sup>(1)</sup>	Expenses <sup>(1)</sup>	Project Total <sup>(1)</sup>	Percentage of Total
	\$190	\$160	\$125	\$150	\$150	\$120	\$175	\$160	\$85	\$175	\$150	\$115	\$150					
	Principal	Project Manager	Technical Resource	Water Quality Specialist	Water Quality Specialist	GIS Analyst	Groundwater Technical Resource	Modeling Technical Resource	Hydrologic Modeling	Water Quality Specialist	Subcontractor Principal	Subcontractor Project Manager	Subcontractor Survey Crew					
<b>Staff hours by major task</b>																		
Task 1 - assess current conditions	7	18	91	0	24	98	0	2	10	8	8	8	32	306	\$ 40,435		\$ 40,435	30%
Task 2 - identify options for future stormwater facilities	12	10	57	0	0	4	0	0	82	0	0	0	0	165	\$ 18,455		\$ 18,455	14%
Task 3 - develop stormwater and erosion control ordinances <sup>(2)</sup>	3	73	128	0	0	0	0	0	0	0	0	0	0	204	\$ 28,250	\$ 400	\$ 28,650	21%
Task 4 - develop Half Moon Lake watershed management plan	7	21	29	118	16	8	2	0	0	0	0	0	0	201	\$ 29,725		\$ 29,725	22%
Task 5 - complete final stormwater management plan	7	28	72	4	0	10	0	0	0	0	0	0	0	121	\$ 16,610		\$ 16,610	12%
<b>Project Subtotal</b>	<b>36</b>	<b>150</b>	<b>377</b>	<b>122</b>	<b>40</b>	<b>120</b>	<b>2</b>	<b>2</b>	<b>92</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>32</b>	<b>997</b>	<b>\$133,475</b>	<b>\$ 400</b>	<b>\$ 133,875</b>	<b>100%</b>

Notes

- (1) Note that no labor or expenses will be charged for travel between our Minneapolis office and the city for this project.
- (2) The Task 3 cost estimate provided above includes costs to perform 6 workshops and 3 open houses. Estimated costs vary according to the scope of each workshop or open house (see proposal). Estimated costs for Workshop #1 and Open House #1 are higher due to the initial preparation of materials to be used at later events. The estimated costs, which are included in the above estimate, are as follows:
- Workshop #1 \$ 3,550.00
  - Workshop #2 \$ 570.00
  - Workshop #3 \$ 1,140.00
  - Workshop #4 \$ 1,140.00
  - Workshop #5 \$ 1,640.00
  - Workshop #6 \$ 1,140.00
  - Open House #1 \$ 2,730.00
  - Open House #2 \$ 570.00
  - Open House #3 \$ 1,140.00
- Costs for additional workshops or open houses will be similar to those estimated for Workshops #2 through #5 and Open Houses #2 and #3. The average of those costs is approximately \$1,100 per event.

Note that the costs listed above reflect the scope of proposed services described in the accompanying proposal, including the cost of the proposed meetings. The city and Barr may refine the scope of proposed services (and by extension the associated costs) during contract negotiations, if desired by the city.