



April 10, 2019

Mr. Bruce Westby, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Part 2 Wellhead Protection Plan Amendment Assistance

Dear Mr. Westby:

Per your request, this letter presents Barr Engineering's proposed scope of work and cost estimate for preparing the Part 2 Wellhead Protection Plan amendment for the City of Ramsey (City).

Our project understanding, proposed scope of professional consulting services, and the assumptions upon which our cost estimate are based are presented below.

Project Understanding

Wellhead protection planning is ultimately about protecting the City's water supply, thereby protecting the public health. As you know, in the City's Part 1 Wellhead Protection Plan (WHPP) amendment, the area that encompasses the capture zones for the Ramsey water supply wells was delineated. This area is the City's Drinking Water Supply Management Area (DWSMA). Proper wellhead protection planning in the Part 2 WHPP amendment will ensure that the City can manage surface land uses within the DWSMA so as to minimize the potential for those land uses to impact the City's drinking water quality.

Barr Engineering's understanding of the project and the scope of professional consulting services for preparing the amendment of Part 2 of the City's Wellhead Protection Plan (WHPP) are described in the following paragraphs.

The development of Part 2 of a WHPP must be done according to the Wellhead Protection Rules. Per the rules, Part 2 of the WHPP must include 1) an assessment of data elements relevant to the Plan, 2) an inventory and mapping of potential contaminant sources within the DWSMA that was delineated during development of Part 1 of the Plan, 3) a discussion of issues, problems, and opportunities associated with the DWSMA and the source water aquifers, 4) an assessment of the impact on the public water supply wells of potential future changes in the DWSMA, 5) identification of goals for the Wellhead Protection Program, 6) development of management strategies for addressing the identified potential contaminant sources, 7) a wellhead protection program evaluation process, and 8) an emergency water supply contingency plan.

It is our understanding that the Minnesota Department of Health (MDH) held Scoping Meeting No. 2 with City staff on March 28, 2019. The requirements for Part 2 of the WHPP amendment are outlined in the

April 4, 2019 Scoping 2 Decision Notice from the MDH that you provided to John Greer of Barr via email. The Scoping 2 Decision Notice specifies that the Part 2 WHPP amendment must be submitted to MDH by October 6, 2019.

Scope of Work Tasks and Assumptions

Barr Engineering's proposed scope of work is presented below.

Task 1: Wellhead Protection Plan Part 2 Preparation

Barr Engineering will prepare, in consultation with the City, an initial draft of the Part 2 WHPP amendment to meet the requirements of the Wellhead Protection Rules. When complete, the draft plan will be sent to you for City review. After addressing any City comments on the initial draft, Barr will provide a copy of the draft Part 2 WHPP amendment via electronic means (i.e., email or ftp site) to the MDH for preliminary review.

The Wellhead Protection Rules require that potential contaminant sources within a DWSMA be inventoried. Types of potential contaminant sources that must be inventoried depend upon the aquifer vulnerability classification(s) within the DWSMA. It is our understanding that the aquifer vulnerability classification in both of the City's newly delineated DWSMAs is "moderate". It is also our understanding that the MDH will require that potential contaminant sources within the DWSMA be inventoried according to Department guidance for DWSMAs with this aquifer vulnerability classification. Identification and verification of these locations is known as a potential contaminant source inventory (PCSI). It is possible that not all potential contaminant source types that MDH guidance identifies to be inventoried are present in the DWSMAs.

After the draft Part 2 WHPP amendment, including PCSI, is completed and reviewed by the City, it will be submitted to the MDH for preliminary review. Barr Engineering will review any MDH comments that come from the Department's preliminary review of the draft Part 2 WHPP amendment. Typically, any comments we receive on a draft Part 2 WHPP can be easily addressed. We will discuss the MDH comments with City staff and make any necessary changes to the draft that result from MDH comments. Per your discussion with John Greer, Barr Engineering will, on behalf of the City, send copies of the draft Part 2 Plan to local governmental units (LGUs) whose jurisdictions overlaps the DWSMAs. Please note that the Wellhead Protection Rules require that the LGUs be given 60 days to review the draft Part 2 Plan.

Barr Engineering will address, in consultation with the City, any comments received from the LGUs and prepare a final Part 2 WHPP amendment. Following the LGU review and prior to submittal of the Part 2 WHPP amendment to the MDH for approval, the City must hold a Public Hearing on the WHPP. We have assumed that John Greer of Barr Engineering will attend the Public Hearing to discuss the Part 2 WHPP amendment.

Per your discussion with John Greer, Barr will submit the Part 2 WHPP amendment to the MDH for approval on behalf of the City. We will provide the City with one electronic copy of the final Part 2 WHPP amendment. Paper copies of the final Part 2 Plan amendment can be provided for City use at an additional cost.

Additional assumptions:

- We have assumed that John Greer of Barr Engineering will provide to you via email a list of data needed from the City to complete the Part 2 WHPP amendment.
- We have assumed one meeting with City staff to discuss potential management actions for inclusion in the Part 2 WHPP amendment.
- We have assumed that a meeting with MDH staff to discuss any comments arising from the preliminary review will not be necessary. If such a meeting is necessary we will attend on a time and expenses basis over and above our budget for this work scope.

Task 2: Project Administration

This task includes completion of necessary project administrative tasks.

Project Schedule

We have assumed that the plan amendment development and submittal tasks identified above will be completed prior to the October 6, 2019 submittal deadline. This schedule assumes the following: 1) all data requested from the City will be provided within one week of the request, 2) all data requested from county, state, and federal agencies for the PCSI will be received within two weeks of when the request is made, 3) City review of the draft Part 2 WHPP amendment will be completed within 14 days of the date the City receives the draft, 4) preliminary MDH review of the draft Part 2 WHPP amendment will be completed within two weeks of the date the draft is provided to the Department, and 5) the required public hearing will be held at the September 24, 2019 City Council meeting.

Project Cost

Barr Engineering will complete the scope of work presented above for a cost not to exceed \$25,100.

Contract Terms

The scope of professional consulting services we will provide for preparing the amendment of Part 2 of the Ramsey WHPP is described above. We propose to complete the work under the terms of the attached agreement and fee schedule.

We understand that you would have the authority to direct us. We would direct communications to the City at the address on this letter. City direction to Barr would be provided to John Greer at the letterhead address, via phone, or via email.

Thank you for the opportunity to provide you this proposal. If you have any questions regarding our proposal, please feel free contact me (952-832-2857 or bobermeyer@barr.com) or John Greer (952-832-2691 or jgreer@barr.com), the project manager who will work with you on this project.

If the above scope of work and attached terms are satisfactory, please sign this letter in the space provided and return a copy to us. This Agreement will be open for acceptance until April 26, 2019, unless earlier withdrawn by us.

Sincerely yours,

Barr Engineering Co.

By  _____
Its Vice President

Accepted this _____ day of _____, 20____
City of Ramsey

By _____

Its _____

Attachments

Standard Terms—Professional Services



STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleaned of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1** You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2** You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5** If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2** We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3** We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided

that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6** If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7** The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2** This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3** Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4** Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5** We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6** Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms



Fee Schedule—2019

Rev. 12/29/18

Description	Rate* (U.S. dollars)
Principal	\$145-295
Consultant/Advisor	\$155-250
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$50-90
Support Personnel II	\$95-150
Support Personnel I	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Meals will be reimbursed on a per diem basis. For travel destinations within the continental U.S. (CONUS) the per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. For travel destinations outside the CONUS list, the per diem rate will be as published by the U.S. Department of State for foreign per diem rates. Full day per diem rates will be pro-rated on travel days.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.