



Title:	Authorization to Release RFP for Stormwater Infrastructure Data Standardization	
Resolution number:	22-064	
Prepared by:	Name: Kailey Cermak Phone: 952-641-4501 kcermak@minnehahacreek.org	
Reviewed by:	Name/Title: Brian Beck/Research and Monitoring Program Manager	
Recommended action:	Authorize the release of a request for proposals (RFP) for consultant services for stormwater infrastructure	
Schedule:	10/21/22: RFP release 11/11/22: Proposal submissions due 12/1/22: Recommendation and selection of consultant	
Budget considerations:	Fund name and code: Research and Monitoring-Contracted Services 5-5001-4320 Fund budget: \$421,468 Expenditures to date: 93,676.38 Requested amount of funding: N/A	
Past Board action:	Res # 22-038	Title: Authorization to Submit Proposal to LCCMR for Development of 2D Watershed Model
	Res # 21-091	Title: Authorization to Execute Contract for 2D Pilot Model
	Res # 21-051	Title: Authorization to Execute Memorandum of Understanding (MOU) with the City of Edina
	Res # 21-024	Title: Authorization to Submit Proposal to LCCMR for Development of a 2D Watershed Model

Background:

In early 2021, the Minnehaha Creek Watershed District (District or MCWD) identified the need to conduct a pilot two-dimensional (2D) watershed model (Pilot 2D Model Project), which was largely centered around mitigating technical risks associated with building a watershed-wide 2D model. One of the technical challenges that the pilot was designed to address was developing a method for assembling, processing, and incorporating unique stormwater infrastructure datasets from the multiple cities and agencies within the District. A key objective of the pilot model was to establish repeatable and scalable automated geospatial workflows, including processes for stormwater infrastructure that can be scaled for the District's upcoming watershed-wide 2D model build.

The 2D pilot model project is in its final stages, which has established a general data workflow structure, and automated processes to convert the stormwater infrastructure datasets within the pilot's test geographies to a structure that can easily be imported into watershed models. Early on it was recognized that a standard geodatabase structure was essential for scaling beyond one community's data. The District chose the MetroGIS draft stormwater geodata transfer standard (MGIS Standard) since it has been vetted by industry experts and has thorough documentation.

Summary:

A key learning from the pilot model's automated process development is that standardizing raw stormwater infrastructure data into the MGIS format is a discrete process that is separate from additional processes focused on data cleaning. However, understanding and defining each original dataset's structure is a prerequisite to automating datasets into the MGIS standard. In anticipation of this work, and as part of a broader effort to collect datasets for opportunity screening, District staff have requested stormwater datasets from all the public agencies within District's boundaries. The data has been organized and internally screened to help guide this project's scope of work.

The goals of this data standardization project are to characterize stormwater infrastructure datasets from each municipal, regional, and state agency within MCWD and map them all into the MGIS standard. This project's scope of work is a critical first step in creating a watershed-wide stormwater infrastructure dataset that is comprehensive, centralized, and standardized. This watershed-wide dataset, and a process to routinely update it, will serve the District and its partners in many ways. The dataset will be incorporated into the District's upcoming 2D watershed-wide model, which will provide an understanding of how water is moving through stormwater infrastructure and across the landscape. The standardized geospatial dataset will also provide immediate access to standardized data to utilize for spatial data analysis and future modeling applications.

At the October 20, 2022 Board of Managers meeting, staff will present on the major elements of the stormwater infrastructure data standardization scope and outline how the work fits within the 2D watershed-wide model build. The two key project elements include:

1. **Execution Strategy and Coordination Plan:** The overall strategy will be influenced by initial data discovery work. This work includes a scan of all the stormwater infrastructure datasets included in the project and learning about relationships MCWD has established with each public agency. The overall success of this project hinges on strong coordination and communication. A clear coordination plan will need to be developed that outlines how and when communication and coordination with each public agency will take place throughout the project.
2. **Data Characterization and Mapping:** It's understood that each stormwater infrastructure dataset will have a unique structure. This task is centered around understanding and defining structure for each individual dataset and mapping the fields and values into the MGIS standard. This work will require coordination with each city and agency to develop a strong understanding of stormwater infrastructure components and how they relate to the MGIS standard.

The draft request for proposals (RFP) is intended to attract a consultant firm with a strong understanding of stormwater infrastructure datasets and experience coordinating across multiple public agencies. The RFP is comprised of four main sections:

- Background and Project Overview: Includes context for the project and an overview of each project element.
- Scope of Services: An overview of required tasks and deliverables.
- Instructions to Proposers: An overview of submittal requirements, timeline, and evaluation and selection criteria.
- Disclosures: Documentation of the District's rights and proposer's liabilities in the preparation of responses to the RFP.

Following the presentation at the October 20, 2022 Board of Managers meeting, staff will answer questions regarding the RFP process and strategy. It is staff's recommendation that the Board of Managers approve resolution 22-064, authorizing release of the RFP for consulting services for stormwater infrastructure data standardization.

Supporting documents (list attachments):

Draft RFP



RESOLUTION

Resolution number: 22-064

Title: Authorization to Release RFP for Stormwater Infrastructure Data Standardization

- WHEREAS, climate change is measurably changing the distribution, frequency and intensity of rainfall in Minnesota;
- WHEREAS a key pillar in Minnehaha Creek Watershed District's (MCWD or District) climate action framework is to understand and predict the impacts of climate change using new data analytical and planning tools;
- WHEREAS to support this strategy, the District has identified the need to develop a watershed-wide two-dimensional (2D) model that incorporates high resolution stormwater infrastructure and land surface data to improve our ability to inform current and future water resource management decisions in the face of climate change;
- WHEREAS in June 2022, the Board of Managers authorized staff to submit a proposal for \$738,000 to the Legislative-Citizen Commission on Minnesota Resources to develop a watershed-wide model;
- WHEREAS in advance of the watershed-wide build, the District chose to pursue a pilot 2D model build to constrain the technical and relational risk associated with a large scale, high-resolution model build;
- WHEREAS one of the technical challenges that the pilot model was designed to address was to develop a method for assembling, processing, and incorporating unique stormwater infrastructure datasets from the multiple public agencies within the District;
- WHEREAS in January, 2021, the Board of Managers authorized a contract with Kimley-Horn to deliver on the pilot model's scope of work that would result in an automated and repeatable process for transforming stormwater infrastructure datasets into the MetroGIS draft stormwater geodata transfer standard (MGIS standard) that will be used to build the watershed wide 2D model;
- WHEREAS A prerequisite to implementing the automated geospatial data processing system watershed-wide is to characterize the unique differences of each dataset and map each dataset to the MGIS standard;
- WHEREAS the stormwater infrastructure data standardization scope has two key elements which include (1) developing an execution strategy and coordination plan and (2) data characterization and mapping;
- WHEREAS the RFP for stormwater infrastructure data standardization is designed to attract consultant teams with a strong understanding of stormwater infrastructure datasets and experience coordinating across multiple public agencies;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the release of the request for proposals for stormwater infrastructure data standardization, and allows for the administrator to make non-substantive edits to the document and schedule based on advice of MCWD legal counsel.

Resolution Number 22-064 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 10/20/2022

Secretary Date: _____

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**REQUEST FOR PROPOSALS****Consulting Services for Stormwater Infrastructure Data Standardization****PART 1: BACKGROUND AND PROJECT OVERVIEW****General**

The Minnehaha Creek Watershed District (MCWD or District) is seeking a qualified consultant team to characterize each stormwater infrastructure dataset within the District's boundary. The project involves coordination with multiple public agencies, documenting the structure of each agency's original stormwater infrastructure dataset, and field mapping the original dataset to an established standard geodatabase.

The work described in this request for proposals (RFP) will build upon findings and processes that were developed through the District's Pilot 2D Model Project (pilot model). The ongoing pilot model is largely centered around mitigating technical risks associated with large-scale high-resolution hydrology and hydraulic model builds. One of the technical challenges that the pilot was designed to address was to develop a method for assembling, processing, and incorporating unique stormwater infrastructure datasets from the multiple cities and agencies within the District. A key objective of the pilot model was to establish repeatable and scalable automated geospatial workflows, including processes for stormwater infrastructure that can be scaled to the watershed-wide 2D model.

A general workflow structure was established, and automated processes have now been created to process the stormwater infrastructure datasets within the pilot's test geographies. Early on it was recognized that a standard geodatabase structure was essential for scaling beyond one community's data. The District chose to utilize the MetroGIS draft stormwater geodata transfer standard (MGIS Standard) since it has been vetted by industry experts and has thorough documentation.

Project Overview

A key learning from the pilot model's automated process development is that the step to standardize original stormwater infrastructure data into the MGIS format is a discrete process that is separate from additional processes focused on data cleaning. However, understanding and defining each original dataset structure is a prerequisite to automating datasets into the MGIS standard. Developing a deep level of understanding of each stormwater dataset will require coordination with each corresponding city or agency.

The goals of this project are to characterize stormwater infrastructure datasets from each municipal, regional, and state agency within MCWD and map them all into the MGIS standard. It is anticipated that this project will include up to 29 datasets. The District has already done an initial data request and has received 25 datasets, which are all available for review as part of the RFP package. Primary project tasks include developing a coordination strategy, data discovery, and generating field and value mapping tables. This project's scope of work is a critical first step

in achieving a comprehensive, centralized, and standardized watershed-wide stormwater infrastructure dataset. This watershed-wide dataset, and a process to routinely update it, will serve the District and its partners in many ways. The dataset will be incorporated into the District's upcoming 2D watershed-wide model, which will provide an understanding of how water is moving through stormwater infrastructure and across the landscape. The standardized geospatial dataset will also provide immediate access to cleaned standardized data to utilize for spatial data analysis and future modeling applications.

The selected consultant will be required to enter into agreement terms as substantially set forth in the contract template, Exhibit 4 of this document. The submittal requirements and timeline can be found on page 7 of this RFP.

Project Objectives

The project has two primary objectives:

1. Understand and define the stormwater infrastructure dataset of each municipal, regional, and state agency within MCWD (original datasets)
 - This project is anticipated to include up to 29 datasets. Most of the datasets are available in CSV format (identifier fields removed) as part of the RFP package and can be found here: https://mcwdistrict-my.sharepoint.com/:f/g/personal/asteele_minnehahacreek_org/Ei5ie0uD1Q5Fs8z9MQHZ5B4BI0efUzLHWJArUb_q-XZCGQ
2. Map each original dataset to the MGIS standard schema
 - Documentation for the MGIS standard schema and a blank geodatabase is included as part of the RFP package and can be found here: https://mcwdistrict-my.sharepoint.com/:f/g/personal/asteele_minnehahacreek_org/Ei5ie0uD1Q5Fs8z9MQHZ5B4BI0efUzLHWJArUb_q-XZCGQ

Project Elements

The project comprises two key elements to achieve the project's objectives:

Execution Strategy and Coordination Plan

The overall strategy will be influenced by initial data discovery work. This work includes a scan of all the project datasets within the District boundary and gathering information about the existing relationships with each public agency. A clear coordination plan will need to be developed that outlines how and when communication and coordination with each public agency will take place throughout the project.

Data Characterization and Mapping

It's understood that each stormwater infrastructure dataset is unique. This task is centered around understanding and defining each individual data structure and then mapping both the fields and values into the MGIS standard. This work will require coordination with each city and agency to develop a strong understanding of stormwater infrastructure components and how they map to the MGIS standard. This project only addresses data that is present within each dataset and does not include work to fill data gaps.

Project Area

The project area in this RFP process is the entire Minnehaha Creek Watershed District that stretches 178-square miles and includes all or part of 27 cities and two townships (cities/municipalities) in Hennepin and Carver counties, which is shown in Exhibit 1. It is anticipated that the project will include up to 29 datasets from:

- 26 cities (three cities within MCWD were confirmed to have no stormwater infrastructure datasets)
- 2 counties
- Minnesota Department of Transportation (MnDOT)

Project Team

Kailey Cermak (Primary Contact)
Hydrologist, MCWD
kcermak@minnehahacreek.org
952-641-4501

Brian Beck (Secondary Contact)
Research & Monitoring Program Manager, MCWD
bbeck@minnehahacreek.org
952-471-8306

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PART 2: SCOPE OF SERVICES

The consultant will work closely with the District to complete tasks 1-3 with municipal and agency coordination being a shared responsibility between the consultant and the MCWD. The expected completion date for the scope of services is May 1, 2023.

The scope of services for this work include the tasks described as follows:

Task 1: Execution Strategy and Coordination Plan

Task 1a. Data Discovery and Execution Planning

The CONSULTANT will first conduct an initial data scan of the original datasets from agencies across the watershed to better understand the variations that exist and how those compare to the MetroGIS standard.

Secondly, the CONSULTANT will work with District staff to understand the working relationship and key contacts for each municipality and agency. The District strives to form and maintain strong partnerships with external agencies and cities; it will be important for the CONSULTANT to understand the relationship dynamic, to ensure coordination goes smoothly.

The CONSULTANT will work collaboratively with the District to establish a process to describe how and when the work described in task 2 will be executed.

Task 1b. Communication and Coordination Strategy

The CONSULTANT will work with District staff to craft a messaging strategy and coordination methods that will support the initial and continued communication with city/agency staff. This will also serve to establish clear communication roles between District staff and the CONSULTANT.

Task 1 Deliverables:

- Memorandum that memorializes the process, schedule, and communication and coordination strategy.

Task 2: Data Characterization and Mapping (to be done for each city/agency)

Task 2a. Define Dataset Fields and Values

It's anticipated that each original dataset will have a unique structure and contain unique naming conventions for the field's associated values. The CONSULTANT will need to ground itself in the dataset and coordinate with the associated city/agency to further develop its understanding and define what each field and associated values represent. This coordination will be done in line with the communication and coordination strategy established in task 1. Many datasets may contain duplicate fields or partial fields; it will be critical to understand the quality and subtle differences of each.

This thorough understanding of both the fields and values is critical for success in subsequent tasks.

Task 2b. Develop Field Mapping Table

The CONSULTANT will develop a field mapping table that correlates each original dataset field to the corresponding field in the MGIS stormwater standard. If a field does not correlate to an MGIS field, it should still be included and listed as NA. Included in this table will also be the

detailed description of each field that was verified through task 2a and the fields format (double, float). An example field mapping table is included in the RFP package as Exhibit 2.

Task 2c. Document Mapping Decisions

It's understood that original datasets may have multiple fields mapping to a single MGIS field. For example, City A may have two "invert elevation" fields, one is from design and the other has been field verified through survey/as-builts. The CONSULTANT will document the order in which the MGIS field should be populated based on their knowledge of the raw dataset learned through task 2a. This step only needs to be done for MGIS fields that are populated by more than one field from the raw dataset.

Task 2d. Develop Value Mapping Tables

The CONSULTANT will develop a mapping table for each categorical field that maps to MGIS. For example, City A could have a unique value mapping table for pipe material and pipe shape. This documentation will be used to understand how unique naming conventions used within each original dataset will get formatted to match the MGIS standard. More information about categorical fields and their value standards can be found here: https://www.metrogis.org/getmedia/db79dee7-4aa1-455a-8586-b26bf6c9230f/2022_01_07_DraftStormwaterStandard_and_InspectionSchemaForGACStandardsCommittee.zip.aspx

The value mapping tables need to list all the unique naming conventions present in each field of the original dataset and correlate them to MGIS standard field values. An example value mapping table is included in the RFP package as Exhibit 3.

Task 2 Deliverables:

-Technical memorandum for each city/agency that includes:

- Name, format, vertical datum, and coordinate system of infrastructure dataset
- Detailed field mapping table as described in task 2b
- Description of mapping decisions

-Simplified field mapping tables

- A simplified mapping table is required for each public agency. The table should be populated in a CSV format spreadsheet. In contrast to the detailed table within the memo, the simplified table only needs to list the raw field ID and its corresponding MGIS field. Raw fields that don't correlate to an MGIS field should not be included within the simplified table. Formatting through all the tables needs to be consistent. This product will ultimately be used to automate the field mapping.

-Value mapping tables

- Each City/Agency will have a table for every categorical field present in their dataset that has a matching field in MGIS, as described in task 2d. Exact formatting will be decided at the front end of the project and kept consistent through the project.

Task 3: Project Coordination

Task 3a: Project Meetings

The CONSULTANT will host up to four (4) remote or in-person team meetings with the District. These will include 1 project kick-off meeting to clarify roles and expectations, and 3 additional meetings to cover the following, but not limited to, topics:

- City/Agency relationship and contacts
- Coordination and communication strategy
- Evaluate process, coordination strategy, and draft deliverables following completion of first dataset

In addition, The CONSULTANT will have routine monthly check-ins with the project manager to report progress and timelines.

Task 3 Deliverables:

- Up to four (4) in-person or remote meetings
- Minutes and summaries for progress update meetings

PART 3: INSTRUCTION TO PROPOSERS

Submittal Requirements

Responses to the RFP should be submitted to Kailey Cermak via email (kcermak@minnehahacreek.org) no later than 4:00 pm on Friday, November 11, 2022.

Please visit the RFP webpage for project updates, located on the District's website: <https://www.minnehahacreek.org/>

No page limit is imposed, however respondents will be evaluated on clarity and conciseness. Each proposal should include the following items:

- Cover Letter – Please provide a primary point of contact through the transmission of a cover letter.
- Project understanding – Describe your understanding of the scope of work, the approach to be taken, and your vision for the project. Identify any additional information the District will need to supply or obtain to enhance your understanding of the project and successfully complete the work, and/or any issues you might anticipate in performing the work.
- Approach and methodology – Provide a detailed description of your approach to the scope of work, including how you will coordinate with District and each city/agency. Include a description of all anticipated tasks and deliverables, and any supplemental tasks not described in the RFP. The description should specifically address how to navigate coordination across so many entities and how field mapping decisions will be made. Identify the greatest open questions and risk points based on the proposer's project understanding; are there functional deviations from the outlined scope of work that would better accomplish the District's objectives? The proposal should include a spreadsheet showing tasks, project team members, and associated estimated hours. The proposal should also include a schedule of milestones identified in this RFP and by the proposer, and a cost proposal. Include major assumptions impacting cost and time allocation with associated rates.
- Qualifications and experience – Provide an overview of the firm(s) and project team member's qualifications. Include descriptions of projects undertaken by the firm(s) and team members that demonstrate a strong understanding of municipal stormwater datasets and/or experience with the MGIS standard. Speak to the team's ability to deliver the project on time and on budget.
- References – Provide three recent references for your proposed firm or team, including names, addresses, and phone numbers, along with a description of the project and your role. References preferably pertain to work described in this project.
- District Resources – Include a list of resources, expectations, or requirements which the consultant expects from the District in order to complete the project as proposed.
- Subcontracting – If the consultant intends to use any subcontracting, identify and describe the subcontractor, describe the intended scope and role of the subcontractor, identify the team members proposed from the firm, and provide the qualifications and experience information requested above for those team members.

Request for Proposal Timeline

A review committee led by the project manager, MCWD Hydrologist Kailey Cermak, along with other select District staff will evaluate proposals and identify if follow-up questions are needed. Interviews are not anticipated as part of the selection process. Following a comprehensive review, the review committee will recommend a consultant to the MCWD Board of Managers.

The anticipated timeline for the proposal review process, which is subject to change, is as follows:

- **RFP issue date:** Friday October 21, 2022
- **Submit RFP questions:** Friday October 28, 2022 at 4:00 pm
- **Answers posted:** Tuesday November 1, 2022 at 4:00 pm (posted to RFP webpage)
- **Deadline for receipt of proposals:** Friday November 11, 2021 at 4:00pm
- **Expected dates for follow-up questions, as needed:** November 16 to November 18, 2022
- **Anticipated date for consultant selection:** December 1, 2022 (District Board of Managers meeting)

Proposer's Budget for the Project

The requested services under this RFP will be funded through District levied funds. Services will be compensated on an hourly basis with a specified not-to-exceed for the entire project. The Contract Maximum, to be set after determination of the scope of work, is the cap for contractual services including both professional fees and expenses.

Addenda/Clarifications

Any changes to this RFP will be made by the District through a written addendum. No verbal modification will be binding.

Contract Award

Issuance of this RFP and receipt of proposals do not commit the MCWD to the awarding of a contract. The MCWD reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

Joint Offers

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subconsultant basis rather than as a joint venture. The MCWD intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Proposal Evaluation Procedure

Methodology

- *Project Understanding:* Does the proposal make it clear that the consultant fully understands the scope, goals, and technical requirements of the project?
- *Completeness and Specificity:* How fully does the proposal explain what the consultant will do to develop the required deliverables?
- *Identification of Needs:* Does the proposal carefully consider what resources will be required to complete the tasks, including staff time, additional technical information, etc.?

Experience

- *Company Experience:* What other projects has the consultant performed that have developed, used and demonstrated the expertise and capacity required for the proposed work (evaluated via the proposer's submittal materials)?
- *Staff Experience:* What qualifications and work experience do the proposed staff members or sub-consultants bring to the project?
- *Area Knowledge:* Does the company or any of the project team have specific knowledge about the project area that would aid in the study?

Cost

- *Fee structure:* The proposal must clearly outline the fees and costs to complete all aspects of this project. Include hourly rates for each project team member along with hours for each task and subtask. The final fee structure and contract price are subject to negotiation.

Contractual Agreement

Enclosed with this RFP is the form of contract that Consultant and MCWD will execute. The MCWD may agree to non-substantive document revisions, but Consultant's proposal should be based on the contract form. The proposal should identify any terms of the form of contract that are unacceptable. The MCWD will negotiate a term where it can preserve the substantive intent of the term, but reserves the right to reject a proposal that is conditioned on a material alteration of the contract form. The proposal also should indicate any data or methods of proposer that would be used in performing the work, and that proposer considers to be instruments of service that should be excepted from the intellectual property terms of the contract form. Payments will be based on hourly rates on certification of completion of identified tasks. The payment schedule can be negotiated and finalized through the contract after selection of a Consultant by MCWD.

Contact

Any questions should be directed to Kailey Cermak at 952-641-4501 or kcermak@minnehahacreek.org.

PART 4: DISCLOSURES

Non-Binding

The District reserves the right to accept or reject any or all responses, in part or in whole, and to waive any minor informalities, as deemed in the District's best interests. In determining the most advantageous proposal, the District reserves the right to consider matters such as, but not limited to, consistency with the District's watershed management plan goals, and the quality and completeness of the consultant's completed projects similar to the proposed project.

This RFP does not obligate the respondent to enter into a contract with the District, nor does it obligate the District to enter into a relationship with any entity that responds, or limit the District's right to enter into a contract with any entity that does not respond, to this RFP. The District also reserves the right, in its sole discretion, to cancel this RFP at any time for any reason.

Each respondent is solely responsible for all costs that it incurs to respond to this RFP and, if selected, to engage in the process including, but not limited to, costs associated with preparing a response or participating in any interviews, presentations or negotiations related to this RFP.

Right to Modify, Suspend, and Waive

The District reserves the right to:

- Modify and/or suspend any or all elements of this RFP;
- Request additional information or clarification from any or all respondents;
- Allow one or more respondents to correct errors or omissions or otherwise alter or supplement a proposal;
- Waive any unintentional defects as to form or content of the RFP or any response submitted.

Any substantial change in a requirement of the RFP will be disseminated in writing to all parties that have given written notice to the District of an interest in preparing a response.

Disclosure and Disclaimer

This RFP is for informational purposes only. Any action taken by the District in response to proposals made pursuant to this RFP, or in making any selection or failing or refusing to make any selection, is without liability or obligation on the part of the District or any of its officers, employees or advisors. This RFP is being provided by the District without any warranty or representation, expressed or implied, as to its content, accuracy or completeness. Any reliance on the information contained in this RFP, or on any communications with District officials, employees or advisors, is at the consultant's own risk. Prospective consultants must rely exclusively on their own investigations, interpretations and analysis in connection with this matter. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

The District will handle proposals and related submittals in accordance with the Minnesota Data Practices Act, Minnesota Statutes §13.591, subdivision 3(b).

Exhibits

- Exhibit 1: Map of Cities Within Minnehaha Creek Watershed District
- Exhibit 2: Example Field Mapping Table (Task 2 deliverable)
- Exhibit 3: Example Value Mapping Table (Task 2 deliverable)
- Exhibit 4: Contract Template

Supplemental Materials

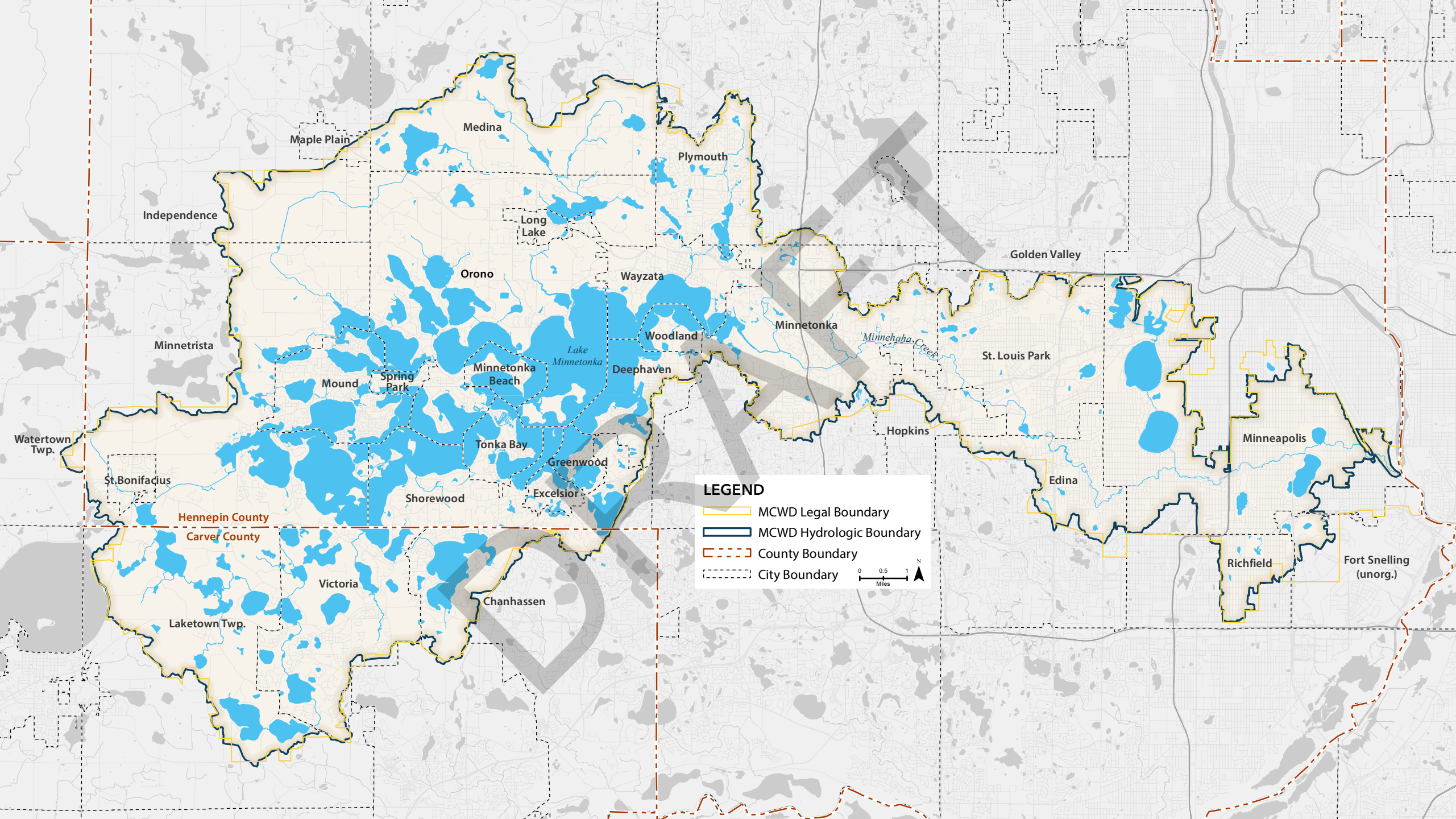
Available via link: [https://mcwdistrict-](https://mcwdistrict-my.sharepoint.com/:f/g/personal/asteel_minnehahacreek_org/Ei5ie0uD1Q5Fs8z9MQHZ5B4B10efUzLHWJArUb_q-XZCGQ?e=P2muXE)

[my.sharepoint.com/:f/g/personal/asteel_minnehahacreek_org/Ei5ie0uD1Q5Fs8z9MQHZ5B4B10efUzLHWJArUb_q-XZCGQ?e=P2muXE](https://mcwdistrict-my.sharepoint.com/:f/g/personal/asteel_minnehahacreek_org/Ei5ie0uD1Q5Fs8z9MQHZ5B4B10efUzLHWJArUb_q-XZCGQ?e=P2muXE)

- CSV's of available datasets (identifier fields have been removed)
- Blank MGIS standard geodatabase
- MGIS standard documentation

Exhibit 1: Map of Cities within MCWD

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Independence

Maple Plain

Medina

Plymouth

Long Lake

Orono

Wayzata

Golden Valley

Minnetrista

Woodland

Minnetonka

St. Louis Park

Mound

Spring Park

Minnetonka Beach

Deephaven

Minnehaha Creek

Watertown Twp.

Tonka Bay

Hopkins

Minneapolis

St. Bonifacius

Greenwood

Edina

Hennepin County


Carver County


Shorewood


Excelsior

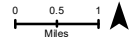
LEGEND

 MCWD Legal Boundary

 MCWD Hydrologic Boundary

 County Boundary

 City Boundary



Victoria

Chanhassen

Laketown Twp.

Richfield

Fort Snelling (unorg.)

Exhibit 2: Example Field Mapping Table

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Data Mapping – RFP Information

Input Raw Attribute Name	Description	Data Type	Output MGIS Standard Attribute Name
FacilityID	Edina Manhole ID Name-Number	Text	MH_ORID
BarrelDiam	Structure Diameter	Double	MH_WID, MH_LNG
MH_B_OTTOM	Invert Elevation, #1 of 2, Main Dataset, 2,132 entries	Double	MH_IELEV
GROUND_EL_	Rim Elevation #1 of 2, Main Dataset, 2,024 entries	Double	MH_RELEV
MH_BOTTOM_	Invert Elevation #2 of 2, Partial Dataset, 32 entries	Double	MH_IELEV
GROUN_EL_D	Rim Elevation #2 of 2, Partial Dataset, 397 entries	Double	MH_RELEV
SUMP_INV	Sump Elevation	Double	MH_SUMP
ReplacementValue	Cost to replace structure	Double	<i>Not Utilized</i>
MH_TXT	Previous Manhole ID, #1 of 2	Text	MH_CMNT
Notes	General notes on structure, #2 of 2	Text	MH_CMNT
FrameMaterial	Structure Frame Material, #1 of 5	Text	MH_CMNT2
AccessMaterial	Structure Access Material, #2 of 5	Text	MH_CMNT2
RingMaterial	Structure Ring Material, #3 of 5	Text	MH_CMNT2
ConeMaterial	Structure Cone Material, #4 of 5	Text	MH_CMNT2
BarrelMaterial	Structure Barrel Material, #5 of 5	Text	MH_CMNT2

Exhibit 3: Example Value Mapping Table

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Pipe Material (City A)	
Raw value name	MGIS value name
ABS	ABS Plastic
ABS Plastic	ABS Plastic
comp	Composite
composite	Composite
concrete	Concrete Non-Reinforced
concrete	Concrete Non-Reinforced
CP	Concrete Non-Reinforced
<Null>	Unknown
N/A	Unknown

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Exhibit 4: Contract Template

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**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
[CONSULTANT]**

[Project Title]

This agreement is entered into by the Minnehaha Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and [CONSULTANT], a Minnesota corporation (“CONSULTANT”). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the [DATE] Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of MCWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will defend MCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONSULTANT’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONSULTANT to MCWD. For any claim subject to this paragraph by an employee of CONSULTANT or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for

CONSULTANT or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

MCWD will compensate CONSULTANT for the Services on an hourly basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract.

The total payment for the Services will not exceed [\$]. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized MCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until [DATE] unless earlier terminated as set forth herein.

MCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; obligations to cooperate in the assignment of intellectual property; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, MCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

CONSULTANT will not commence work until it has filed with MCWD a certificate of insurance clearly evidencing the required coverages and naming MCWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's work and completed operations as primary coverage on a noncontributory basis. The certificate will name MCWD as a holder and will state that MCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONSULTANT.

9. Compliance With Laws

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data

and information are contained, documented or memorialized, are the property of MCWD. CONSULTANT hereby assigns and transfers to MCWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as MCWD may deem necessary to secure for MCWD or its assignee the rights herein assigned.

MCWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by MCWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with MCWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform MCWD immediately and transmit a copy of the request. If the request is addressed to MCWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to MCWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of MCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by MCWD and so denominated by MCWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without MCWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from MCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than MCWD or to any use of the materials by MCWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

12. MCWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies,

materials and data, both hard copy and electronic, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. CONSULTANT further agrees that any proprietary materials are the exclusive property of MCWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by MCWD.

Any property including but not limited to materials supplied to CONSULTANT by MCWD or deriving from MCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by MCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To MCWD:

Administrator
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To CONSULTANT:

[Authorized Representative
Organization
Address]

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. MCWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

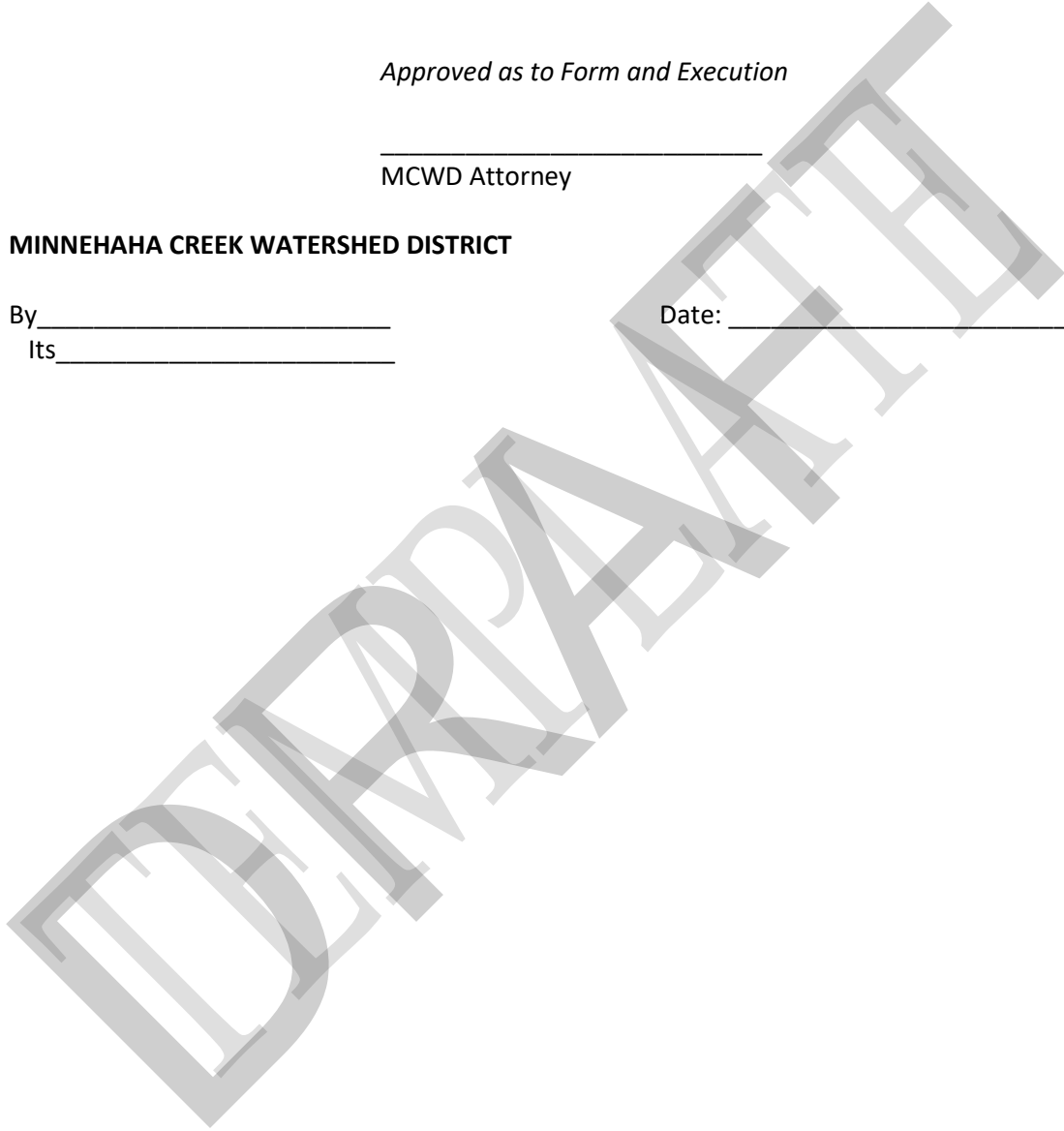


Exhibit A
Scope of Services

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