Capitol Region Watershed District
595 Aldine Street
Saint Paul, MN 55104
(651) 644-8888 • capitolregionwd.org

PLANNING GRANT PROGRAM AGREEMENT

This Agreement is made and entered into on 06/06/2024 between Capitol Region Watershed District (CRWD) and St. Paul Regional Water Services (GRANTEE) for McCarrons Campus Stormwater Master Plan (PROJECT TITLE/LOCATION). The PROJECT defined within this agreement directly supports water resource protection and education efforts of the CRWD Planning Grant Program. CRWD provides technical assistance, design services and grants for property owners within its watershed boundaries as defined in the CRWD 2021-2030 Watershed Management Plan.

Therefore, it is hereby mutually agreed that:

1) PROJECT:
The GRANTEE shall perform the PROJECT as defined in **Exhibit A**, as defined by CRWD.

2) GRANT AMOUNT:
CRWD shall make a grant to the GRANTEE in an amount not to exceed $ 26,300 The grant is limited to actual eligible costs associated with items identified in Exhibit A. Payment will be in the form of reimbursement for actual eligible costs, following receipt of documentation from the GRANTEE and confirmation by CRWD that the work has been completed satisfactorily.

3) ACCESS:
The GRANTEE shall provide a digital copy of the PROJECT to CRWD. CRWD may make the PROJECT available to the public.

4) REPORTS:
The GRANTEE will invite CRWD to key planning meetings and provide periodic updates during PROJECT development. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project.

5) POLICIES:
The GRANTEE must comply with CRWD Planning Grant Policies effective as of the date of this Agreement, which were provided to the GRANTEE. CRWD reserves the right to refuse disbursement of funds for the PROJECT if it is not completed in accordance with CRWD policies or the terms of this executed Planning Grant Agreement.

6) LIABILITY:
CRWD and GRANTEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by Applicable Laws and shall not be responsible for the acts of the other party and the results thereof. Neither CRWD, or the GRANTEE, if applicable, waive any immunities

provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

7) CRWD/GRANTEE RELATIONSHIP:
GRANTEE acknowledges and agrees that GRANTEE is not an employee of CRWD, and is not entitled to any rights, privileges, or benefits provided by CRWD to its employees. GRANTEE is not a contractor of goods or services to CRWD. This agreement does not establish a joint powers agreement or joint partnership between the GRANTEE and CRWD.

8) MODIFICATION:
It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

9) PROJECT PROMOTION:
GRANTEE agrees to list CRWD as a project partner on all public promotion including but not limited to educational signage, promotional materials, and websites.

10) RETENTION AND ACCESS TO RECORDS:
GRANTEE acknowledges that records related to this grant may be governed by Minnesota Statutes and Rules, including but not limited to the Minnesota Government Data Practices Act, found at Minnesota Statutes, Chapter 13. Further, the Grantee acknowledges that pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices related to this grant shall be subject to examination by the District or its representative, and that complete and accurate records of the work performed pursuant to this Agreement shall be kept for a minimum of six (6) years following termination of this agreement for auditing purposes.

11) CANCELLATION:

a) CRWD may cancel this Grant Agreement for just cause. Just cause means that the GRANTEE is not disbursing funds in accordance with established procedures, policies or has otherwise breached a term of this Agreement. The GRANTEE will be given written or electronic notice fourteen (14) calendar days prior to cancellation. The cancellation shall be effective on the beginning of the 15th day after such notice is delivered unless an agreement is reached within such fourteen (14) day period and CRWD allows an extension or withdrawal of the cancellation in writing.

b) If CRWD cancels this grant agreement for just cause, the GRANTEE may not be eligible for reimbursement of expenses that were approved in its application.

c) In the event of cancellation by GRANTEE, the GRANTEE may not be eligible for reimbursement of expenses that were approved in its application.

12) TERMINATION AND SURVIVABILITY:

This agreement shall remain in full force and effect until 05/23/2025, unless earlier terminated by mutual agreement of the GRANTEE and CRWD or canceled pursuant to Section 11 of this Agreement. Those portions that must survive to attribute meaning to them, shall continue after expiration. However, the obligation to reimburse for expenses under the grant shall terminate upon expiration of the agreement.

13) DIVERSITY AND INCLUSION:

In performing the work that is subject to this agreement, the GRANTEE will ensure that no person is excluded from full employment rights, or participation in, or benefits of any program, service, or activity on the basis of race, color, creed, religion, age,sex, disability, marital status, sexual orientation, public assistance status, or national origin, and that no person protected by applicable federal or state laws, rules, or regulations against discrimination is subject to discrimination.

14) APPLICABLE LAW AND VENUE:

This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Venue shall be in the state and federal courts of Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

By _____

Name _____

Title _____

Date_____

CAPITOL REGION WATERSHED DISTRICT

By _____

Anna Eleria

District Administrator

Date _____

Capitol Region Watershed District
595 Aldine Street
Saint Paul, MN 55104
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EXHIBIT A

Project Funding Summary

The following serves as a scope for Capitol Region Watershed District's (CRWD) Water Quality Planning Grant Award for the **St. Paul Regional Water Services McCarrons Campus Stormwater Master Plan** (Project). All project elements must be approved by CRWD and verified as completed by CRWD staff in order to be eligible for reimbursement.

Grant Requirements

Grant reimbursements will only be made for documented eligible expenses imperative to the implementation of the Project identified in the grant agreement and the attached scope by Barr Engineering dated January 8, 2024.

Project Funding Summary

TOTAL MAXIMUM CRWD GRANT AWARD	$26,300

resourceful. naturally.
engineering and environmental consultants

BARR

January 8, 2024

Mr. Eric Noe
Saint Paul Regional Water Services
1900 Rice Street
Saint Paul, MN 55133

Re: McCarrons Campus Stormwater Assessment and Opportunities Study Proposal

Dear Eric:

Thank you for the opportunity to propose on the assessment and opportunities study for current and future stormwater best management practices at the Saint Paul Regional Water Services (SPRWS) McCarrons Treatment Campus. Based on our review of the Request for Proposals (RFP) document, supporting information (e.g., site drawings, soil borings, etc.), and our discussion with you during our December 1, 2023, virtual meeting, Barr's proposed scope of work and budget is described below.

Note: the scope of services below has been adjusted based on requested updates provided by SPRWS via email correspondence on January 8, 2024.

Project Understanding

Success of this study is highly dependent on understanding SPRWS project goals so that (a) evaluation of potential water quality best management practices (BMPs) and (b) development of a Stormwater Master Plan for the McCarrons campus will be aligned with the SPRWS expectations, budget, and schedule. It is our understanding SPRWS will apply for a Capitol Region Watershed District (CRWD) Planning Grant to fund the McCarrons Campus Stormwater Master Plan. Barr is familiar with the CRWD Planning Grant program including CRWD staff who administer the program and has helped develop and help execute many successful Planning Grant applications. A discussion outlining how the scope of work aligns CRWD Planning Grant goals is included following the scope of services.

Barr and CRWD are currently finalizing the detailed Trout Brook Interceptor (TBI) modeling project, anticipated to be complete in January 2024. The project includes detailed, intersection-scale hydraulic, hydrologic, and water quality modeling of the 8,000-acre watershed which includes the McCarrons Campus. A majority of the BMPs identified on the McCarrons Plant Campus Map included in the RFP are explicitly modeled in the TBI water quality models. Our intimate knowledge of the model and CRWD's modeling preferences will allow Barr to efficiently (a) update the model to most-accurately reflect existing conditions and (b) modify the model to evaluate the effectiveness BMP implementation within the McCarrons campus. In addition to detailed model development, the TBI modeling project also included a flood mitigation and water quality BMP prioritization effort, meaning that Barr has unique insights related to CRWD's priorities and goals related to BMP implementation and water quality improvement.

In addition to the unique insights and efficiencies related to our experience developing detailed modeling including the McCarrons Campus, Barr has unique and recent experience working directly with CRWD to

identify, evaluate, and design innovative BMPs and designing and implementing projects funded by CRWD Planning grants, as outlined in the project examples, below.

Scope of Services

Based on review of the RFP, our discussion, supporting documentation, and CRWD Planning Grant evaluation criteria, Barr has developed the following scope of services to best meet SPRWS's goals for this project:

Task 1: Current Stormwater Management Research, Background and Discussion Meeting

Barr will review provided background information, including publicly available data, and will identify key data gaps to fill through further data requests and/or field investigation. In addition to hosting a virtual kickoff meeting to review existing site modeling, data gaps, and further define project goals, Barr will perform a site visit including limited survey, will host key project meetings, and perform routine project and partner coordination as outlined in the subtasks, below. Subtasks below are ordered in approximate chronological order:

1.1) Request authorization from CRWD to utilize the TBI detailed modeling hydraulic, hydrologic, and water quality models, developed by Barr.

1.2) Review provided and publicly available data to identify key data gaps. Identify and outline any required updates to the existing McCarrons Campus model included in TBI detailed modeling.

1.3) Organize and host a virtual **kickoff meeting (#01)** to review (a) existing modeling and required updates, (b) data gaps and strategies to fill, (c) project goals, BMP benchmarks and nutrient removal standards, and (d) next steps (Task 2). Barr recommends inclusion of CRWD staff at key project meetings, per Planning Grant process requirements.

1.4) Perform a half-day site visit and limited survey to fill data gaps and perform site evaluation of potential BMP implementation locations.

1.5) Project management: Barr will host and organize the kickoff meeting and up to two (2) additional virtual coordination meetings throughout duration of Task 2. Suggested additional meetings are highlighted in Task 2.

1.6) Project management: Barr will perform routine project coordination, including coordination with project partners and routine project updates. At the kickoff meeting, Barr will discuss SPRWS's project goals and preferences related to project communication.

Assumptions

- Barr assumes CRWD will authorize use of the Barr-developed TBI watershed detailed hydraulic, hydrologic, and water quality models for use on this feasibility study.
- Barr assumes SPRWS, CRWD, and City of Saint Paul cooperation in obtaining available information to fill site data gaps.
- Barr assumes field investigation and limited site survey (e.g., relative depth survey) will be completed in a half-day on site. Barr assumes SPRWS coordination related to obtaining site access and to assist with identifying potential BMP locations around the campus.

Deliverables

- Project kickoff meeting and up to two (2) additional coordination meetings throughout the duration of Task 2 and Task 3. Project meeting summaries satisfying CRWD Planning Grant requirements.
- Routine project updates (e.g., biweekly, monthly) as requested by SPRWS.
- Documentation summarizing data collection, site visit, strategies to fill data gaps, and definition of project goals (see project documentation in Task 2).

Task 2: Stormwater Master Plan

Barr will perform a detailed review of existing conditions and existing water quality BMP performance to inform development of a "Stormwater Master Plan" for the SPRWS McCarrons Campus. The goal of the Stormwater Master Plan will be to (a) quantify the performance of existing BMPs within the campus, (b) identify and evaluate BMP implementation opportunities, and (c) to summarize implementation actions for the site, including development of planning level costs, summarizing potential BMP implementation funding strategies, and identifying education and outreach opportunities. To achieve these goals, Barr proposes the following subtasks, ordered in approximate chronologic order:

2.1) Update existing condition modeling of the detailed water quality (P8) models developed for the TBI watershed to reflect best available data for the existing BMPs on the campus. Summarize and quantity the water quality performance of the existing BMPs.

2.2) Initial identification of potential BMP implementation location to review with SPRWS staff prior to "high-level" modeling (Task 2.3).

> **Suggested meeting (#02):** meeting to review existing condition modeling and initial review of BMP implementation locations prior to Task 2.3. As noted in Task 1, Barr recommends inclusion of CRWD staff in key planning meetings.

2.3) "High-level" modeling evaluation of up to four (4) BMP opportunities and development of high-level cost estimates using "rule of thumb" cost estimating strategies (e.g., implementation cost per acre-foot of underground storage, etc.). High-level opportunities will include evaluation of "innovative" BMP water quality treatment technologies (e.g., biochar, CC17, iron-enhanced sand, etc., site reuse strategies, etc.).

> **Suggested meeting (#03):** meeting to review high-level modeling and cost evaluation prior to planning-level evaluation (Task 2.4).

2.4) Based on SPRWS recommendation, perform further-detailed (planning-level) modeling evaluation and opinions of probable cost (OPCs) for up to two (2) of the identified BMP opportunities.

2.5) Perform an abbreviated ENVISION scoring exercise for the up to two (2) BMPs evaluated at the planning-level (Task 2.4).

2.6) Collaborate with SPRWS staff to identify and summarize funding strategies for the implementation of future BMP projects (e.g., identification of grant opportunities) and identify education & outreach opportunities (e.g., highly visible public signage along Trout Creek Trail).

2.7) Develop a draft Stormwater Master Plan, including documentation of key steps included in this scope of work, tables, and figures. Per our discussion on December 1, 2023, Barr will format

this document as a technical memorandum, that can be include in the CRWD planning grant application prepared by SPRWS. Barr will provide the draft document to SPRWS and CRWD and incorporate one (1) round of comments prior to finalizing the document.

Assumptions

- Barr will perform high-level modeling of up to four (4) proposed BMPs.
- Following review and recommendations from SPRWS and CRWD, Barr will develop planning-level modeling and cost estimating for up to two (2) proposed BMPs.
- ENVISION analysis will consist of an abbreviated scoring and evaluation strategy (per discussion at our December 1, 2023, working meeting).
- Project documentation will be in technical memorandum format.
- Scope does not include producing CAD details or grading contours as part of this deliverable.

Deliverables

- Water quality performance table summarizing the performance of identified existing BMPs on the SPRWS McCarrons Campus.
- Figure showing the locations of existing BMPs.
- Figure showing the location of potential BMP implementation locations.
- Technical memorandum summarizing key elements of the work scope, including water quality performance of evaluated BMP opportunities, planning level OPCs, ENIVISION summary, BMP implementation funding strategies, and public outreach & education opportunities.

CRWD Planning Grant Applicability

The scope of work outlined above meets many of the CRWD's Planning Grant goals and satisfies eligibility criteria. In addition to being within one of the CRWD's focus areas (Trout Brook subwatershed), the scope of work outlined satisfies many of the CRWD's planning grant evaluation criteria and goals identified in the CRWD's Watershed Management Plan. Due the highly visible nature of BMPs located in proximity to the Trout Creek Trail, the McCarrons campus provides a unique opportunity for highly visible and accessible public education and outreach. As outlined in the scope of work, if selected, Barr will evaluate a range of BMP improvement opportunities, including BMPs utilizing innovative water quality treatment strategies (e.g., biochar, CC17, iron-enhanced sand, site reuse strategies, etc.).

BMPs which will be evaluated during this study will directly address issues and goals identified in the CRWD's Watershed Management Plan (WMP). Specifically, based on the location of the McCarrons campus within the Trout Brook watershed, BMPs evaluated will reduce sediment loading from CRWD owned infrastructure (TBI) to the Mississippi River, potentially helping to satisfy South Metro Mississippi River Turbidity TMDL requirements. BMPs may provide ecological benefits along key ecological corridors between Lake McCarrons, the on-site waterbody ("Jake's Lake") downstream water bodies (e.g., Sylvan-Acker Pond), and public outreach opportunities outlined meet the WMP's goals of increasing visibility of District projects within "focus area" watersheds.

Project Examples

Barr has unique and recent experience working directly with CRWD to identify, evaluate, and design innovative BMPs and designing and implementing projects funded by CRWD Planning grants, as outlined in the project examples, below:

Seminary Pond Improvements: following a 2016 CRWD-funded model development and flood mitigation / water quality improvement development project, Barr identified and evaluated improvement opportunities for Seminary Pond, located within the City of Lauderdale. Barr assisted CRWD and Lauderdale in securing an MPCA Clean Water Fund grant to make improvements to the pond and tributary ravines. The project included conversion of Seminary Pond, a dry basin, into a wet pond with an innovative 200-foot iron-enhances sand filter bench to target dissolved phosphorus removal. Pond improvements were completed in the spring of 2021, and Barr is assisting CRWD with ongoing operations and maintenance.

Museum Campus Stormwater Feasibility Study: Barr helped the Science Museum of Minnesota (SMM) and CRWD develop a stormwater feasibility study of water conservation and water quality improvement opportunities at the museum campus in Saint Paul. Barr's team worked with museum and CRWD staff as well as local stakeholders to design multiple conceptual, shared, staked green infrastructure solutions for consideration during future phases of the museum's reconstruction efforts. The project was funded by a CRWD Planning Grant, and the project was administered by CRWD.

Project Team

Barr's key project team members will be as follows:

- Jim Herbert PE, Vice President, will be the Principal in Charge and will be responsible for the overall direction of the project. Jim has worked on numerous water quality projects during his 35+ years at Barr and has been principal on several projects for the Capitol Region Watershed District, specifically involving the Trout Brook watershed and tunnel, as well as Saint Paul Parks and Public Works.
- Nathan Campeau ENV SP, PE, Vice President, will be the ENVISION assessment lead and a technical advisor on the project. Nathan has worked with the Capitol Region Watershed District for over 15 years on dozens of projects ranging from watershed modeling (TBI) to feasibility studies (e.g., Science Museum of Minnesota and Highland Bridge) to implementation (e.g., Green Line LRT stormwater and Seminary Pond). Nathan will assist with identifying and evaluating stormwater opportunities and, as an ENVISION Sustainability Professional, will lead the qualitative ENVISION assessment.

- Michael McKinney PE, will be the project manager and will direct ongoing work on the project. Michael specializes in hydrologic, hydraulic, and water quality modeling, and has managed several projects focused on identification and prioritization of water quality improvements opportunities. Michael was the lead modeler for the 2016 CRWD-funded flood mitigation / water quality improvement development project which led to construction of the Seminary Pond improvement project and was the project manager for the TBI detailed modeling project.
- Gabby Campagnola, Water Resources Engineer will serve as the water quality modeling lead for this project. Gabby assisted with P8 model development and calibration for the detailed TBI modeling project, and recently served as the modeling lead for a project to identify, evaluate, and prioritize BMP implementation within the City of Hastings.

Project Schedule

Assuming a notice to proceed in January 2024, we anticipate performing most of the work during Spring 2024 so the campus can be properly studied in the spring after snow has melted. As discussed at our December 1, 2023, working meeting, Barr will coordinate with SPRWS to develop a project schedule. A potential, draft schedule for completing major work scope tasks is included, below:

- Kickoff meeting #01: **February / March 2024.**
- Site Visit: **April 2024 (post-snowmelt)**
- Task 2 meeting #02 to review existing condition modeling and initial review of BMP implementation locations: **May 2024**
- Task 2 meeting #03 to review "high-level" modeling of up to four (4) BMP opportunities: **June 2024**.
- Submittal of draft Stormwater Master Plan technical memorandum: **August 2024.**
- Submittal of final Stormwater Master Plan technical memorandum: **September 2024.**

Project Budget

The cost of the services will not exceed the lump sum of $31,300 without prior approval by you. Barr has prepared a scope within the range identified in the RFP.

Please contact me (jherbert@barr.com) if you have any questions about our scope of work or budget.

Sincerely,

Jim Herbert, P.E.

Vice President
Barr Engineering Co.

Project Name: McCarrons Campus Stormwater Assessment and Opportunities Study Proposal
Client Name: Saint Paul Regional Water Service (SPRWS)
Date: 1/8/2024
Developed by: Michael McKinney, PE (MBM)
Approved by: Jim Herbert

	Name (Last, First) Initials Billing Rate (2024 rates) Project Role	Herbert, James JPH $220.00 PIC	Campeau, Nathan NDC $210.00 Advisor	McKinney, Michael MBM $160.00 PM	Campagnola, Gabrielle GTC $120.00 Modeling Lead	Anderson, Edward EMA $120.00 GIS Lead	**Subtotal Hours**	**Subtotal Labor**	**Expenses**	**Project Total**	**Percentage of Total**
Task 1	**Current Stormwater Management Research, Background and Discussion Meeting (Task 1.1 thru 1.6)**	5	6	23	28	8	70	$ 10,360.00	$ 30.00	$ 10,390.00	33%
Task 2	**Stormwater Master Plan (Task 2.1 thru 2.6)**	2	8	19	74	0	103	$ 14,040.00	$ -	$ 14,040.00	45%
Task 3	**Documentation (Task 2.7)**	2	3	10	26	9	50	$ 6,870.00	$ -	$ 6,870.00	22%
	Project Total	9	17	52	128	17	223	$ 31,270.00	$ 30.00	**$ 31,300.00**	

SPRWS McCarrons Plant Campus Map