

One Watershed, One Plan Minnesota River - Mankato	Steering Team Meeting #6	DATE: March 27, 2024
		TIME: 9:30 AM
		LOCATION: Nicollet County Court House EOC Conference Room

FACILITATOR	Kenny Famakinwa	MINUTES: Crystal Madden
INVITEES	Steering Team: Nicollet: Kenny Famakinwa, Crystal Madden; Nicollet County S.W.C.D.: Blake Honetshschlag; Blue Earth County: Scott Salisbury; Blue Earth County S.W.C.D.: Jerad Bach; Le Sueur County: Holly Bushman; Le Sueur County S.W.C.D.: Schultz, Michael; City of North Mankato: Luke Arnold; City of Mankato: Jeff Johnson; City of Lake Crystal: Angela M. Grafstrom; City of Saint Peter: Curtis Thompson	
PRE-WORK	Nicollet County: Share Zoom links to Policy Committee & Steering Committee meetings Finalized MOAs Review attached consultant interview questions Review attached Advisory Committee member contact list	
PLEASE BRING		

Meeting Agenda Items

TOPIC	PURPOSE	LEAD	TIME ALLOTTED
✓ Introductions, review meeting purpose & agenda	INFORM		5 minutes
✓ MOA Update ✓ Binder Update ✓ Website	INFORM / DECIDE		30 minutes
✓ Request for Qualifications Update, timeline, scoring criteria, issue date	DISCUSS		40 minutes
15 MINUTE BREAK			
✓ 60 Day Notice - Intent to plan update ✓ Next Policy Committee Meeting Update - Consultant Interview Representatives ✓ Public kick off meeting questions	DECIDE		25 minutes
✓ Advisory Committee Review and discuss potential members	DISCUSS		15 minutes
✓ Schedule next meeting - Steering Team Wednesday, April 24 - Policy Committee Monday, April 8	DECISION		5 minutes

Post-Meeting Assignments		
TASK	NAME	DEADLINE
1. Draft the consultant selection process document		

2. Draft the consultant questions		
3. Draft the advisory committee list		

One Watershed, One Plan: Minnesota River – Mankato

STEERING TEAM MEETING MINUTES

February 28, 2024

The One Watershed, One Plan: Minnesota River – Mankato Steering Team met at 9:30 a.m. on Wednesday, February 28, 2024 at the Nicollet County Government Center. Present at the meeting for Nicollet County: Kenny Famakinwa and Crystal Madden; Nicollet County SWCD: Blake Honetschlager and Mackenzie Bratsch; City of North Mankato: Luke Arnold; City of Mankato: Jeff Johnson; Blue Earth County: Scott Salsbury; Blue Earth County SWCD: Jerad Bach; Le Sueur County: Holly Bushman; Le Sueur County SWCD: Mike Schultz; City of Lake Crystal: Angela Grafstrom; City of St. Peter: Curtis Thompson; BWSR: Jeremy Maul and Adam Beilke.

Introductions & Agenda Review

Introductions were made, and the meeting agenda reviewed.

Policy Committee Meeting Updates

The Policy Committee made the decision to meet on the second Monday of the month from 3:00 – 5:00 p.m. At their last meeting held on Monday, February 26th, they approved the Policy Committee By-Laws. The Policy Committee requested changes to the Request for Qualifications (RFQ) dates. The Policy Committee officers include: Marie Dranttel with Nicollet County as Chair; Mike Laven with the City of Mankato as Vice Chair, and Steve “Gump” Rohlfing with Le Sueur County as Secretary.

The Steering Team requested that the Policy Committee be reminded that only one person per entity may vote on a motion. Voting by members of the Policy Committee may only take place in-person, and it will be stressed to the primary and alternate Policy Committee members that their in-person attendance is required.

Memorandum of Agreement (MOA) & Work Plan Update

After a requested change to the MOA, it was suggested by Jeremy Maul with BWSR that the document go back to the respective boards for final approval with MOA submission to BWSR before the end of March.

Maul requested an updated Work Plan from Kenny Famakinwa with Nicollet County. Maul also suggested that the consultant presentation date be moved from mid to early May, allowing the Policy Committee to vote to recommend one consultant during their May 13th meeting. It was agreed that moving the date was acceptable in keeping pace with the project timeline, as well as the fact that the majority of potential consultants are currently involved in water planning projects and have experience with the process.

Request for Qualifications (RFQ) & Consultant Interviews

Suggested edits to the RFQ by the Policy Committee were discussed. The changes included:

- The Policy Committee requested to be represented by members of the group during the consultant interviews: One (1) county, one (1) SWCD and one (1) city member – totaling three (3) representatives from the Policy Committee.

- Revised target dates

Scott Salsbury with Blue Earth County, offered to send a list of consultant questions and a rubric for scoring consultant interviews. Holly Bushman with Le Sueur County, suggested that consultants send examples of other watershed projects they have worked on for review before the interview date. Bushman recommends the consultant interview group contact the watershed project administrative support staff for their opinions concerning the consultant's responsiveness and project management skills. Discussion also took place concerning defining consultant deliverables. Bushman offered to share a draft of deliverables which Le Sueur County has used.

Maul assured the Team that the majority of consultants have already gone through an initial "surge" of water projects, and that they will have the added experience, resources, and time to dedicate to this project. ISG, Barr Engineering Co., and Houston Engineering, Inc. are three potential water plan consultants.

Advisory Committee Membership, Public Kick-Off Meeting & Plan Notification

Famakinwa requested members send him entity and member contact information to begin compiling a list of potential Advisory Committee members. Maul suggested that Team members have a conversation with their Policy Committee representatives to compile one individual list, before sending them to Famakinwa.

There was discussion on the public kick-off meeting. Use of surveys and potential secondary meetings for public feedback coordinated by board/councils was also discussed. It was suggested that the public kick-off meeting be scheduled in a central location within the watershed. Feedback from the public kick-off meeting, surveys, commissioners and council members, and individuals will help give direction on project priority.

Maul clarified that the plan notification process provides entities a sixty (60) day window to respond with feedback concerning the plan. Information included in the notification: Work Plan, timeline, project priorities, use of additional funding and resources. The current notification list includes: MN Board of Water & Soil Resources; MN Department of Agriculture; MN Department of Health; MN Department of Natural Resources; MN Environmental Quality Board; MN Pollution Control Agency; Brown County & Brown County SWCD; Sibley County & Sibley County SWCD; Watonwan County & Watonwan County SWCD; Renville County & Renville County SWCD.

Maul did remind the Team that entities not included on the list may request to be added to the notification list. Maul also suggested that once feedback from the plan notification is received and compiled, the Team may request a meeting with the Policy Committee members to go over feedback and finalize higher level plan project priorities so that everyone is on the same page.

Schedule Next Steering Team Meeting

The next scheduled Steering Team meeting will be held at 9:30 a.m. on Wednesday, March 27th at the Nicollet County Government Center Emergency Operations Center (EOC).

Next Steps

Holly Bushman with Le Sueur County requested that the Policy Committee & Steering Team meetings be offered over Zoom for administrative staff to listen in on meetings, and for the purpose of

drafting meeting minutes. Bushman also offered to submit a list of draft deliverables for the Team to review.

It was suggested that the Nicollet County Government Center EOC room seating be rearranged for future meetings to allow for more meeting participants. Due to a second-floor remodel taking place from March 11th – July, the EOC is currently the largest space available within the Nicollet County Government Center. Famakinwa will proactively find alternate meeting space for use if the remodel interferes with Policy Committee and Steering Team meetings. Famakinwa alerted the group that his office space is temporarily located in the Health & Human Services building for the duration of the remodel.

Famakinwa will submit an updated Work Plan and Plan Development Timeline to BWSR for review. The draft budget was submitted to BWSR on January 25. Famakinwa will reach out to Policy Committee members to ensure that the May 2nd date is available to schedule the consultant interviews. Famakinwa will ensure that the consultants are aware that the satisfaction of deliverables will be required to receive payment. Maul will share contact information for Barr Engineering with Famakinwa. Famakinwa will complete Plan Notification, and update the Team at the next meeting. Famakinwa will notify the Team once the Policy Committee decides on their three (3) representatives for the consultant interviews, so that the Team may choose their three (3) representatives for the group.

Steering Team members are to consult with their Policy Committee representative to create a master Advisory Committee member contact list - sent to Famakinwa, as well as identify potential project priorities to share with the Team.

Team members should come prepared to the next meeting to discuss: Advisory Committee members, consultant interview questions, scoring and deliverables, any identified future projects and their priority, and will have also emailed Famakinwa their final approved MOAs.

Minnesota River – Mankato One Watershed One Plan

Consultant Interview Questions

1. To meet the required deadlines of our BWSR grant agreement, we have a short timeline for completing the Minnesota River - Mankato One Watershed One Plan. Do you think the work can be done on time? What is most likely to cause delays?
2. What do you most enjoy about facilitating meetings?
3. What do you think are the most difficult tasks to develop a One Watershed, One Plan?
4. Please give an example of a difficult situation with a project and tell us how you handled it?
5. How important are models in developing watershed plans?
6. How important are citizens in developing watershed plans?
7. What is the most controversial step in developing and finalizing the watershed plan? How do recommend avoiding and addressing controversy?
8. What types of communication have you found to be most effective for engaging citizens in watershed plans?
9. How many citizens typically stay involved with the watershed plans you have worked on?
10. Would the involvement of MNSU water resources in public outreach, as indicated in the RFQ, impact your plan?
11. Who is the staff member assigned to this project?

PLAN EXAMPLE DOCUMENTS

1. **Blue Earth River Watershed Partnership**
2. LSRW RFQ - Independent Evaluation Scoring Form
3. Lower Minnesota East - Plan Packet
4. Watonwan Watershed - SOQ Evaluation Packet

Blue Earth River Watershed Partnership
Overall Scoring and Ranking Criteria

		Possible Points	Consultant 1	Consultant 2	Consultant 3	Notes
Statement of Qualifications	Project Understanding	15				Consultant 1:
						Consultant 2:
						Consultant 3:
	Project Management	15				Consultant 1:
						Consultant 2:
						Consultant 3:
	Project & Staff Experience	15				Consultant 1:
						Consultant 2:
						Consultant 3:
Interview	Presentation - Project Understanding - Project Management - Project & Staff Experience	20				Consultant 1:
						Consultant 2:
						Consultant 3:
	Interview questions 1-8	20				Consultant 1:
						Consultant 2:
						Consultant 3:
	Professionalism	5				Consultant 1:
						Consultant 2:
						Consultant 3:
Other	References (including subcommittee members past experiences)	5				Consultant 1:
						Consultant 2:
						Consultant 3:
	Confidence quality work will be completed within budget and on time	5				Consultant 1:
						Consultant 2:
						Consultant 3:
Total		100				

I hereby certify that the scores above reflect my evaluation of this Statement of Qualifications.

 Evaluator Signature

 Date

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1W1P LSRW RFQ - Statement of Qualifications (SOQ)

Independent Evaluation and Scoring Form

Name of Firm: _____		
Initial Score	Statement of Qualifications Section	Final Score
	Experience with Comparable Projects (25 points maximum)	
	Project Team and Key Personnel (30 points maximum)	
	Project Management Approach (20 points maximum)	
	Formatting, Grammar, Spelling (25 points maximum)	
	TOTAL (100 points maximum)	
Other notes or comments		

I hereby certify that the scores reflected above reflect my evaluation of this Statement of Qualifications.

Evaluator Signature _____ Date: _____

Name of Firm: _____

Experience with Comparable Projects	Maximum Points 25	Score:
RFQ DESCRIPTION: The LSRW Partnership will evaluate the capabilities of the consulting firm to effectively deliver the project. Preference will be given to firms who have demonstrated satisfactory experience and performance with watershed planning and working with advisory and citizen committees. Provide a list and description of no more than five similar watershed-based planning projects. Links to websites may be provided where the LSRW Partnership can review the consultant's work in more detail. Each project description must include the following information: 1. Name of the project, the project manager's contact information (project manager name, phone number, e-mail address). An alternative contact at the agency that is familiar with the project may be provided if the project manager is not available. The alternative contact must have played a leadership role during the project. 2. A narrative describing the project. 3. Detailed description of the work or services provided. The LSRW Partnership may use the information provided as a reference check. OPTIONAL INDEPENDENT SCORING CHECKLIST 1. Does the SOQ provide a list of projects similar projects? ____yes ____no 2. Does the SOQ include watershed planning projects? ____yes ____no • Number of watershed planning projects _____ • Number of watershed planning projects of similar scale to the Watonwan watershed _____ • Number of 1W1P completed or nearly completed _____ 3. Does the submitter have experience working with advisory or citizen committees? ____yes ____no • Number of projects with advisory or citizen committees _____ 4. Does the SOQ include contact information (references) for similar projects listed? ____yes ____no 5. Does the SOQ include a narrative and detailed description of the work provided by the firm for each project? ____yes ____no NOTES:		

Name of Firm: _____

Project Team and Key Personnel	Maximum Points 30	Score:
RFQ DESCRIPTION: Preference will be given to firms with key personnel who have experience with similar projects of similar scale. Experience and qualifications of key personnel with project management, GIS and meeting facilitation and communications should be highlighted. Provide a description and organizational chart showing the roles of the Project Manager and each individual assigned to this project. Describe the proposed roles and responsibilities of each team member and indicate the estimated percent of time that these individuals will be involved in the project. Provide resumes of key personnel in Appendix A.		
OPTIONAL INDEPENDENT SCORING CHECKLIST - Are key personnel identified in the SOQ? ____yes ____no - Does the SOQ describe the role of each key personnel? ____yes ____no - Did the SOQ include an organizational chart? ____yes ____no - Does the SOQ describe roles and responsibilities of each team member? ____yes ____no - Does the SOQ highlight key personnel qualifications and experience with: - Project management ____yes ____no - Project management of similar projects ____yes ____no - Watershed Management Planning ____yes ____no - Watershed Management Planning experience with similar projects? ____yes ____no - GIS mapping and water quality models ____yes ____no - GIS mapping and water quality models for similar projects ____yes ____no - Meeting Facilitation ____yes ____no - Meeting Facilitation experience with similar projects ____yes ____no - Communication and Presentation Skills ____yes ____no - Communications and Presentation Skills experience with similar projects ____yes ____no - Are resumes of key personnel provided in Appendix A? ____yes ____no		
NOTES:		

Name of Firm: _____

Project Management Approach	Maximum Points 20	Score:
RFQ DESCRIPTION: This information will be used in the qualitative assessment. Preference will be given to firms that demonstrate a clear understanding and familiarity of the project and an approach that will complete the project on schedule. The LSRW Partnership and consultant will follow the requirements of Minnesota Statutes §103B.801, and the Guiding Principles, Plan Content Requirements Version 2.0 and Operating Procedures Version 2.1 for One Watershed, One Plan.		
OPTIONAL INDEPENDENT SCORING CHECKLIST 1. Does the SOQ demonstrate a clear understanding and familiarity with One Watershed, One Plan? _____yes _____no 2. Does the project management approach described in the SOQ demonstrate an understanding of the project schedule? _____yes _____no 3. Does the SOQ indicate the project can be completed on schedule? _____yes _____no		
NOTES: EXAMPLE		

Name of Firm: _____		
RFQ Formatting, Grammar and Spelling	Maximum Points 25	Score:
RFQ DESCRIPTION: Statement of Qualifications (SOQ) submissions to this RFQ should be fully self-contained and display clearly and accurately the capabilities, knowledge, experience, and capacity of the consultant to meet the requirements of this project and RFQ. No fees or costs should be included in the submittal. The submittal should follow the requested table of contents. Page Limit: The maximum page length is 30 pages, excluding appendices. One side of an 8 1/2" x 11" piece of paper equals one page Paper size: 8 1/2 x 11 inches. Font: minimum 11-point for text. Margins: 1-inch page margins. The submittal should have excellent grammar and spelling.		
OPTIONAL INDIVIDUAL CHECKLIST 1. Was the SOQ received by the deadline? ____yes ____no 2. Does the SOQ contain all the sections stated in the RFQ? ____yes ____no 3. Does the SOQ exceed the page limit? ____yes ____no 4. Are the margins, font and paper size comply with the RFQ instructions? ____yes ____no 5. Does the SOQ include supplemental information that shouldn't be used? ____yes ____no 6. Were fees or costs included in the SOQ? ____yes ____no 7. Are there significant spelling errors? ____yes ____no 8. Are there significant grammar errors? ____yes ____no		
NOTES:		

Name of Firm: _____

Appendices -Pass/Fail	Pass/Fail	Score:
RFQ DESCRIPTION: The Appendices shall only contain information relevant to the requested Appendix information in this RFQ. Appendices shall not be used to further enhance a submittal beyond these requirements. The submittal should contain the following Appendices: Appendix A – Resumes of Key Personnel. Resumes should not exceed 2 pages for each person		
OPTIONAL CHECKLIST Do the appendices include additional information to enhance the submittal? ____yes ____no Appendix A – Resumes Are 1-2 page resumes included for <u>ALL</u> key personnel? ____yes ____no Do resumes exceed 2 pages? ____yes ____no		
NOTES:		

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CONTRACT AGREEMENT

THIS CONTRACT effective this 2nd Day of June 2022, by and between the Scott Soil and Water Conservation District, a political subdivision of the State of Minnesota, (hereinafter referred to as the "District"), and I + S Group, Inc. (dba: ISG) a corporation authorized to do business under the laws of the state of Minnesota with an office at 115 E Hickory Street, Suite 300, Mankato, Minnesota (hereinafter referred to as the "Consultant").

RECITALS:

The Lower Minnesota River East Partnership ("Partnership") is currently engaged in developing a Comprehensive Watershed Management Plan for the Minnesota River East watershed pursuant to the Board of Water and Soil Resources' One Watershed, One Plan program ("Plan"). This Contract is entered into in furtherance of the services and materials essential to completion of the Plan.

WHEREAS, the District, acting as the Partnership's duly authorized agent, desires to retain the Consultant to perform certain services as hereinafter set forth, and the Consultant wishes to perform such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide professional services ("Services") necessary to develop a One Watershed, One Plan for the Minnesota River East watershed (hereinafter referred to as the "Work") as set forth on the Statement of Work - Attachment C hereto. The Statement of Work or Work constitutes the scope of work ("Scope of Work"). Services provided by Consultant under the Contract are subject to the Standard of Care set forth in section 9 below. Any change in the Work shall be authorized in writing by a change order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Contract Term and Completion of the Work.

The term of this Contract is from the date of execution by all parties through June 20, 2024, unless earlier terminated by law or according to the provisions of this Contract. Consultant shall perform its Services as expeditiously as is consistent with professional skill and care in the orderly progress of the Work. Subject to the foregoing, the Work all commence no later than June 2, 2022. Consultant shall use reasonable efforts to meet any performance dates specified, but any such dates are estimates only. The Consultant is expected to perform the Work in general conformance with the specifications provided by the District. Nothing in this Contract is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to another party.

3. Consideration.

- a) Subject to the Standard of Care, all Services provided by Consultant pursuant to this Contract shall be performed to the reasonable satisfaction of the District, consistent with provisions of this Contract, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations in effect when this Contract is executed.
- b) For the successful completion of the Scope of Work, the Consultant shall be paid an amount not to exceed \$153,026, in accordance with Exhibit D attached hereto.
- c) Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. Invoices will be submitted once per quarter for deliverables completed the previous quarter and as reasonably determined satisfactory by the District. Deliverable items and associated budget caps are set forth in Attachment D. Product-based deliverables received in draft form will be paid at seventy five percent (75%) of the budgeted amount, and the balance will be paid following receipt of the final product. Service-based deliverables will be paid on a time and materials basis, upon task completion. The sum total of all payments shall not exceed 90% of the not to exceed amount in 3. b until all deliverables have been completed in final form. The invoice will be in the format as specified

by the District and shall contain at a minimum, the time period, and description of Services provided. The invoice shall be submitted to the District's Delegated Representative. Additional time and activity documentation shall be provided by the Consultant, at their expense, as may be needed and reasonably requested by the District to meet state planning grant requirements.

Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

District's Contracting Representative

Robert Casey
Scott SWCD Board Chair
7151 190th St W #125
Jordan, MN 55352
952.492.5425

Authority

Approve and issue change orders.

District's Delegated Representative

Meghan Darley
Scott SWCD Natural Resource Specialist
7151 190th St W
Jordan, MN 55352
952.492.5424

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Julie Blackburn
I&S Group, Inc.
115 E Hickory Street, Suite 300
Mankato, Minnesota 56001
507.387.6651

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Bailey Griffin
I&S Group, Inc.
115 E Hickory Street, Suite 300
Mankato, Minnesota 56001
507.387.6651

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

4. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property or to protect the same from damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. Consultant is not responsible for safety for Work performed outside of ISG's office, or for the safety policies and programs that are the responsibility of others.
5. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the District, whether relating to the work performed hereunder or to the business and affairs of the District, or any District of the District, including the District's manuals or procedures, without the prior written consent of the District, unless previously known by Consultant apart from this Work.
6. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any Services rendered hereunder, except with the prior written consent of the District.

7. Ownership of Work Product and Copyrights. All work products, data compilations, and materials of any kind prepared pursuant to this Contract, regardless of the format in which they exist will become the sole and exclusive property of the District upon the completion of this Contract. However, upon the prior express written consent of the District, which may be granted in its sole discretion, Consultant may use portions or excerpts from the materials exclusively prepared pursuant to this Contract. To the extent Consultant uses copyrighted material of the District, Consultant shall maintain the copyrighted material to protect all right, title and interest of the District. Where applicable, works created by Consultant for the District in performance of this Contract shall be considered "works made for hire" as defined in the U.S. Copyright Act and all right, title and interest, including copyright, of the same exclusively prepared pursuant to this Contract is owned by the District. It is further agreed that the District has unlimited rights to use, duplicate and make derivative works of the same, with no obligation for an accounting to Consultant. Notwithstanding the foregoing, Consultant retains all right, title and interest in all of its details, plans, specifications, and engineering computation documents ("Previously Created Works and Documents"), and all know how, techniques, technology and operations whether in written or electronic form, which have been incorporated into the deliverables and documents provided to District, but which were developed by Consultant independent of this Contract. Consultant issues to District a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents solely and exclusively for the Work. The District will hold harmless, indemnify and defend Consultant from all claims, actions, suits and damages to the extent caused by any unauthorized use by the District.
8. Independent Consultant. Consultant is independent and nothing in this Contract shall be construed to create the relationship of agents, partners, joint ventures, associates, fiduciary, or employer and employee between the Consultant and District.
9. Standard of Care. Professional Services provided under this Contract will be performed in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the Consultant's same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project at the time Consultant provides its Work ("Standard of Care"). No warranty, express or implied, is made.
10. Insurance. The insurance requirements are shown in Attachment A. The Consultant agrees that prior to the effective date of this Contract, and as a condition precedent to this Contract, the Consultant will furnish the District with Certificates of Insurance for the required policies. The insurance certificate shall specifically provide that it must not be cancelled or non-renewed during the term of this Contract, except upon thirty (30) days prior written notice to District. Neither the District's failure to require or insist upon certificates nor other evidence of a variance from the specified coverage requirements, amends Consultant's responsibility to comply with the insurance specifications. Insurance certificates will be provided to District.
11. Indemnification. Consultant agrees to indemnify and hold harmless District, its officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and litigation costs) to the extent caused by Consultant's negligent performance of professional services and that of its sub-consultants or anyone for whom the Design Consultant is legally liable under this Agreement. For other claims, the Consultant shall defend, indemnify and hold harmless the District, its officers, and employees, from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses, to the extent caused by the negligence of Consultant, or its subcontractors, or partners or any of their employees in connection with the Work. under this Contract. Consultant shall be responsible for professional quality, technical accuracy, and coordination of all Services furnished by Consultant under this Contract subject to the Standard of Care. Consultant shall, without additional compensation, correct or revise any negligent errors or omissions in Consultant's final reports and Services, to the extent caused by Consultant. Consultant shall, for compensation on a time and materials basis, correct any errors or omissions in Consultant's final reports to the extent caused by others.
12. Licenses. At its own expense, Consultant shall procure all licenses, permits or other rights as may be required by the State of Minnesota for the provision of Services contemplated by this Contract. Consultant shall inform the District of any changes in the above within five (5) days of occurrence.
13. Confidentiality Clause. Consultant acknowledges that the District, in connection with Consultant's performance of this Contract, may transmit certain private or Confidential Information, as defined in the Minnesota Data Practices Act, to Consultant. Consultant agrees to implement such procedures as are necessary to protect the private and Confidential Information.
14. Compliance With Laws/Standards. Contractor shall abide by all applicable Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Contract upon its date of execution and this Contract shall be construed in accordance with the substantive and procedural laws of the State of Minnesota.

15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Contract, (2) by the executive management of each party, (3) mediation with a 3rd party mediator approved by both District and Consultant, and (4) civil litigation.

The parties agree to provide certification that data supporting any claim made by a party hereunder is made in good faith and that the supporting data is accurate and complete to the best of the party's knowledge or belief, and in accordance with the requirements of the Contract Disputes Act of 1978 (41 U.S.C. 601-613) and implementing regulation, where applicable.

The prevailing party in any dispute shall be entitled to court costs and any reasonable costs incurred in enforcing a judgment or settlement. All proceedings related to this Contract shall be venued in Scott County.

16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers, epidemic, pandemic, quarantines or lockdowns, or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and will be entitled to an equitable adjustment in time and compensation based on the duration of the force majeure condition.

17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Contract, and that Consultant has no known contractual obligation with third parties in conflict herewith.

18. Time Is of the Essence. The performance of this Work is required on a timely basis to meet the District's time schedule, subject to the provisions of section 2 above.

19. Applicable Law. This Contract shall be governed by the laws of the state of Minnesota. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of District or commit District in any manner. As an independent contractor, the Consultant is responsible to provide District with a valid Federal Tax Identification.

20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.

1. Attachment A—Insurance Requirements
2. Attachment B—General Provisions
3. Attachment C—Statement of Work
4. Attachment D—Project Deliverables

21. Data Practices and Privacy. All data collected, created, received, maintained, or disseminated for any purposes by the activities of Consultant is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. and Consultant must comply with those requirements as if it were a governmental entity.

22. Records/Audits. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the District and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

23. Non-Discrimination. Consultant agrees that, in the hiring of all labor for the performance of any Services under this Contract, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. Contractor agrees to comply with all Federal, State, and local non-

discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. When required by law or requested by the District, Consultant shall furnish a written affirmative action plan.

24. Termination. Either party upon thirty days written notice to the other party may terminate this Contract, with or without cause. Notice of termination shall be made by certified mail or personal delivery to the person signing this Contract on behalf of the other party. Termination of this Contract shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of the Contract prior to the effective date of termination.
25. Assignment/Subcontracting. Neither party to this Agreement shall assign or subcontract this contract without the written consent of the other.
27. Environmental. Consultant is not responsible for the presence of hazardous materials on the Project jobsite. Consultant, its principals, employees, agents, contractors and consultants shall perform no services, and assume no responsibility, for the discharge, investigation, detection, management, abatement or removal of any toxic or hazardous contaminants or materials relating to the Project or found at the Project site.
28. Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its directors, officers, employees, agents, representatives, contractors, sub-contractors, consultants, and sub-consultants, to the District, and anyone claiming by, through or under the District for any liability, claims, actions, suits, indemnity, losses, expenses, costs, attorneys' fees or damages whatsoever arising out of, resulting from or in any way related to the Work or Contract from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, breach of the standard of care or under any other theory of recovery, shall not exceed insurance coverage limits as set forth in Attachment A.
26. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

Scott Soil & Water Conservation District (SWCD)

I & S Group (ISG)

By: _____
Rob Casey

By: _____
Julie Blackburn

Title: Chair

Title: Environmental Practice Group Leader

Date: _____

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

All listed policies obtained and maintained under this Contract shall provide that it shall not be cancelled, without thirty days' prior notice thereof to District. Consultant must furnish District with a Proof of Insurance with the following coverage.

1. GENERAL LIABILITY INSURANCE
 - a. \$1.5 Million for each occurrence
 - b. \$3 Million aggregate Products & Completed Operations Aggregate
 - c. The policy shall be written on an occurrence basis, not a claims made basis
 - d. An excess or umbrella policy may be used in conjunction with primary coverage limits in order to meet these limits. If umbrella policy is used, District shall be named as an additional insured
 - e. General liability shall include Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability. District shall be named as an additional insured
2. AUTO LIABILITY INSURANCE
 - a. \$1.0 Million on a combined single limit basis
 - b. Coverage shall be for any auto, including hired and non-owned
 - c. District shall be named as an additional insured
3. PROFESSIONAL LIABILITY INSURANCE
 - a. \$2 Million per claim
 - b. \$4 Million annual aggregate
4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE
 - a. Workers' Compensation Insurance is per Minnesota statutory requirements, State and Federal Laws
 - b. Employer's Liability Coverage with minimum limits of:
 - c. Bodily Injury by Accident - \$1.0 Million each accident
 - d. Bodily Injury by Disease - \$500,000 each employee
 - e. Bodily Injury by Disease - \$1.0 Million policy limit

ATTACHMENT B

GENERAL PROVISIONS

1. The price or prices in this Contract are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Contract unless agreed to by the District in writing.
2. All material, equipment, merchandise, and Services furnished under this Contract shall be subject to the approval of the District, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and Services furnished hereunder shall be in accordance with the Contract documents, including request for bid and the bid, plans, specifications, general and special conditions, applicable to the District, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant states that it will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and Services under this Contract subject to the Standard of Care. The Consultant shall, upon the District's request, promptly submit a copy of all drawings, data, and specifications to the District.
3. The District reserves the right to cancel all or any part of the undelivered portion of this Contract for any material breach by Consultant of any of the terms hereof. Upon cancelation, District shall pay Consultant any outstanding amount due within 30 days of cancelation notice.
4. If the Consultant for any reason does not substantially comply with the District's delivery schedule, the District, at its option, may either approve a revised schedule or terminate this Contract to Consultant on account thereof except for Services previously performed by the Consultant and without prejudice to any other rights the District may have on account of the Consultant's default.
5. The District reserves the right to suspend or cancel services under this Contract in the event of fire, strikes, or accidents at the District's facilities, discontinuance or substantial reduction in funding or work effort related to this Contract from the District's contracting agency or entity, or any other contingency of like or different nature beyond the District's control.
6. The Consultant will strive to comply with all applicable federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Contract.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the District may terminate this Contract without liability except for Services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Contract and no changes will be considered or approved unless this Contract is modified by an authorized representative of the District and Consultant in writing.
9. Acceptance of this Contract is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the District.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the District as a District. The Consultant may not make public announcement or disclose information contained in or developed under this Contract except as authorized in writing by the District.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant provided, however, the District, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the Services are to be performed for the purposes of observing and inspecting same and provided further that such Services shall be performed in accordance with this Contract.
12. The final payment shall constitute a waiver of all claims by the District, and, if required by the District, the Consultant shall furnish releases and waivers of liens in such reasonable form as may be designated by the District arising out of the performance of the Contract.
13. The Consultant shall not assign this Contract or the whole or any part of any Service performed hereunder without the District's prior written consent.
14. The price for each item covered by this Contract is exclusive of taxes, permit fees, excises, reproduction expenses, and/or

changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any Services to be rendered by Consultant hereunder.

15. The Consultant shall work under the staff roles outlined in the Statement of Work – Attachment C.
16. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
17. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
18. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222.36.

EXAMPLE

ATTACHMENT C

STATEMENT OF WORK

EXAMPLE



Lower Minnesota River East Watershed Plan Development: ISG Statement of Work

This statement of work outlines tasks and responsibilities that ISG will engage in on behalf of the Lower Minnesota River East Partnership for developing a comprehensive watershed management plan through the Board of Water and Soil Resources' (BWSR) One Watershed, One Plan program. The statement of work is designed to reflect the One Watershed, One Plan Operating Procedures and Plan Content Requirements. Suggested start dates may not be in sequential order due to the overlapping nature of the tasks.

This statement of work and budget outlines the tasks and deliverables that ISG will complete as plan writer and facilitator.

Plan content will be developed based on the Plan Content Requirements for One Watershed, One Plan, August 2019 (www.bwsr.state.mn.us/planning/1W1P/index.html) and the requirements outlined in Minnesota Statutes 103D.801.

Grant Fiscal Agent/Grantee: Scott SWCD, Meghan Darley

LGU Administrative Lead/Project Coordinator: Le Sueur County, Holly Kalbus

ISG Primary Points of Contact for Client:

Julie Blackburn: Principal in Charge

Bailey Griffin: Project Manager and Point of Contact

Paul Marston: Water Quality Specialist and Modeler

Sarah Boser: Facilitator

The table below outlines general roles and responsibilities of the partnership and consultant. This forms the framework on responsibility of tasks, total efforts, time, and costs as outlined in further detail in this work plan.

Role	Description	Lead
Day to Day Contact/ Project Coordinator	Coordinate all committee meetings, including preparation and maintenance of distribution lists, preparation and distribution of meeting notices and agendas, publication of required legal notices, recording of meeting notes/minutes. • Fill out BWSR workplan and narrative, develop project timeline, draft estimated budget - work with Steering Team on these tasks. Submit documents to BWSR BC for review and approval. • Coordinate with BWSR throughout planning process. • Facilitate Steering Team meetings. • Initiate discussions to ensure that the partnership is prepared to continue to work seamlessly and cohesively after plan completion. • Provide 1W1P education to Steering, Advisory, and Policy Committees • Plan meeting logistics and carry out a public kickoff meeting(s), including publishing a meeting notice(s) to meet the requirements of MN Statutes §103B.313, Subd. 3 as well as determining meeting locations, invitations, food/refreshments, local speakers, and other logistical coordination of kickoff meeting. • Record and post meeting minutes and compile input for use in plan development • Work with Policy Committee to gain approval of final draft of plan for formal review. • After a draft plan is prepared, manage 60-day formal review process(s) of draft 1W1P. • Consolidate/organize comments received from notices. • Assist in coordination of logistics of one or more public hearings including dates, location, appropriate notices, and agendas.	Le Sueur County

Fiscal Agent & Grantee Coordinator Support	• Upload work plan documents to eLink and populate eLink work plan • Track project finances (including consultant hours). • Hold contracts with all partners including consultant (fiscal agent's board must approve all contracts). • Receive and issue payments. • Complete eLINK Reporting as necessary coordinating with Day-to-Day contact • Present all proposed contracts to policy committee as needed. • Complete other duties as listed in the project Memorandum of Agreement. • Coordinate with Consultant throughout project. • Assist Le Sueur County with day-to-day activities as needed. • Assist with coordination efforts with the consultant, Steering Team, Policy Committee, and Advisory Committee as needed. • Assist with coordination effort on public kickoff meeting(s). • Work with Policy Committee to select and negotiate with consultant(s). • Prepare and submit audit as required by MOA • Provide periodic reports to Policy Committee • Submit semi-annual and final grant reports in eLink and other formats as required • Develop and maintain 1W1P website Scott SWCD
Notifications Coordinator	• Before planning begins, send required notices of intent to prepare the plan to required entities and other stakeholders as identified by the steering committee. • Write and send formal notification of intent to prepare a watershed plan, which includes an invitation to submit priority issues and concerns to be addressed in the plan, and establishes a 60-day comment period • Compile a list of review authorities/stakeholders Le Sueur SWCD

Administrative/Legal Coordination	• Introduce the concept of plan administration and coordination, including laying out a range of options for implementation agreements • Coordinate with MCIT • Coordinate with LGU Legal Representatives • Draft any required formal agreement documents (e.g. joint powers agreement), if necessary Scott SWCD; WMO
ISG	• Plan facilitation methods and any associated materials for the public kickoff meeting(s). • Assist with agenda for public kickoff meeting(s). • Host, facilitate, and present at public kickoff meeting(s). • Develop and facilitate a public discussion and input process from watershed citizens and stakeholders. • Record findings from public kickoff meeting in spreadsheet developed in Task 1.3. • Identify gaps in existing data • Synthesize and report findings of issues, priority resources, and goals from public input processes. • Complete an outline of what the plan will contain for use in public information/input process • Assist with developing and implementing method(s) to obtain public input determined by the steering team including a web survey and at public meetings • In coordination with Steering Committee, develop agendas and facilitate Technical Advisory Committee meetings (approximately 5-10 meetings) • Facilitate Policy Committee meetings when providing major plan updates, assist with Policy Committee meeting facilitation as otherwise needed/requested (approximately 2-5 Policy Meetings) • Prepare surveys or sounding boards to assist with collecting information from advisory committees outside of meetings. • Initiate discussions to ensure that the partnership is prepared to continue to work seamlessly and cohesively after plan completion. • Verify quantitative and qualitative analyses/summaries of the input received during meetings to guide decision making, prioritization and plan writing. ISG

- Present assessment, impact, and strategic opportunities to technical staff from local experts
- Review of plan and consultation from local experts as necessary
- Work with Steering to manage Policy Committee approval of final draft for formal review
- Determine the process(es) that will be used to meet plan requirements
- Work with Steering Team to manage the policy committee on the priority issues that will be addressed in the 10-year plan.
- Work with Steering Team to identify priority subwatershed where the priority issues will be addressed. Identify other waterbodies, groundwater areas, or other subwatersheds.
- For each issue, describe the desired future condition (aka long-term goal). This goal may not be achievable during the ten-year time frame of the plan. Work with the Steering Committee to develop these goals.
- Determine the types of actions that will be most cost effective and yield the greatest natural resource benefits given the priority issues for the plan.
- Create an implementation schedule that describes local water management activities, assigns responsibilities, and identifies a timeframe for implementation over the 10-year plan period.
- Compile information about existing implementation programs from each partnership. Identify commonalities, gaps, and opportunities to collaborate.
- Work with the Steering Team to describe the various implementation programs (cost share, regulatory, capital improvements, operations, data collection, public participation) that will be needed to achieve the plan goals and carry out the actions described in the previous sections.
- Work with the Steering Team and Policy Committee to describe who will carry out the programs and incorporate appropriate elements into the targeted implementation schedule if applicable. (Partners may want to list new programs as part of the targeted implementation program, while ongoing programs being done by individual partners may not

be priorities in for the watershed planning partnership).

- Coordinate with Steering Team and Policy Committee to manage *internal* review among watershed partner entities, committee members (internal review may be continuous as plan sections are drafted)
- Submit plan to plan review authorities for 60-day formal review; submit draft electronically (*or*) submit paper copies if requested; provide website copy of draft for review
- Develop and provide process for stakeholder comments
- Write responses to comments received during 60-day review
- Attend and make presentations at BWSR regional committee, board meeting, and other meetings as required to support BWSR plan review
- If needed, manage appeals and dispute of plan decision (following existing authorities and procedures of BWSR Board).
- Work with Steering Team to review, aggregate, and summarize issues from existing local plans, studies, and information; feedback received from initial notifications to the plan review authorities and stakeholders; and the initial planning meeting.
- Use aggregated information to create the land and water resources narrative to better inform subsequent tasks
- The narrative should paint a clear picture of watershed characteristics
- Identify and draft issues statements that reflect problems or opportunities to be prioritized
- Create, apply, and document in plan the method(s) used to prioritize the identified issues
- Propose and lead process for identifying, assessing, and selecting conservation practices and programs that are prioritized, targeted and measurable consistent with Partnership goals and the project work plan.
- Analyze and prioritize issues, establish measurable goals, develop a targeted and measurable implementation schedule and programs, write plan. (See Task 2.2, 2.3, 2.4, 2.5, 2.7)

- Conduct formal review process providing process for stakeholder comments, provide responses to comments, and incorporated changes to draft plan based on comments (See Task 3.1)
- Prepare final draft for formal review
- Write final plan to be submitted to BWSR for consideration for approval (See Task 3.2)
- Participate in discussions to ensure that the partnership is prepared to continue to work seamlessly and cohesively after plan completion.
- Determine which modeling approaches or tools will be used to estimate the progress that can be made toward the long-term goal in the ten-year plan period.
- Select indicators that will be used to describe progress toward the long-term goal (complete after task 2.4.1. – selection of implementation approaches – because some indicators may be outputs, not outcomes).
- Apply the approach identified in 2.3.2 to calculate the measurable goal for the 10-year plan period (complete after task 2.4.4 – implementation schedule – because you can't know how far you can get until you estimate how much you will do)
- Identify approach/es (model, tool, etc.) that will be used to target implementation practices to the most important areas.
- Estimate the amount of funding that will be available to the partnership based on current expenditures in the watershed and anticipated grants. Work with Steering Team to gather existing information.
- Compile drafted sections of the plan; review drafts to ensure they meet all plan content requirements
- Write an executive summary
- Incorporate changes suggested during the comment period into the draft plan
- Provide the responses to comment to BWSR, other state review agencies, and anyone who provided comments 10 days before the public hearing. BWSR will post the responses to comments on the BWSR website.
- Make final plan revisions

	• Submit the final plan, revised responses to comments, and the changes incorporated as a result of the review process to BWSR
Steering Team	LGUs • Establish Policy Committee with approved by-laws • Provide logistical decision making in the plan development process • Work with consultant, Coordinator, and Fiscal Agent to formulate recommendations for consideration by the Policy and Advisory Committees • LGU staff from each County, SWCD, Watershed District, and Water Management Organization will participate on this team (Le Sueur County and SWCD, Rice County and SWCD, Scott County and SWCD, Scott WMO, Lower Minnesota River WD) • Aggregate data, issues, goals, strategies, actions (e.g., existing local water plans, input received from review agencies, TMDL studies, WRAPS, and other local and agency plans) • Determine what planning tasks will be completed “in-house” by the partners and what tasks will be contracted to entities “outside” of the partners (e.g., facilitation, plan writing, technical analysis) • Gather maps, inventories, and data about the watershed, including information from task 1.3. • Post hearing minutes in a public location (e.g., web page) • Manage policy committee approval of final plan for BWSR review • Support the final plan adoption by the local plan authority(ies) within 120 days of BWSR Board approval by presenting the plan to individual local governments and preparing resolutions and other materials necessary for the process • Send copies of resolutions to adopt the plan to BWSR in order to be eligible for grants for plan implementation • Gather data for Land and Water Resource Inventory section and organize it to tell the watershed story to help planning groups identify and prioritize issues and support the plan’s strategies and actions.

Advisory Committee	• Avenue for consistent stakeholder participation • Committee members may include, but are not limited to, representatives from state agencies, local government units, municipalities, tribal communities, non-profits, agricultural producers, lake associations, etc. • Subcommittees may be developed as needed throughout the process. Subcommittee may have various levels of engagement in the process.	LGUs and Stakeholders
Policy Committee	• Establish Advisory Committee • Decision making body • Assist with determining priority issues and areas for implementation • Final decisions regarding plan content and submittal • Representatives from LGU Boards (one each from Le Sueur, Rice, and Scott SWCD, Le Sueur, Rice, and Scott Counties, Scott WMO, Lower Minnesota River WMO) • Work with Steering Team to manage review of formal agreements by MCIT and/or local legal counsel • Attend, conduct, and present plan and review comments summary at hearing	LGU Boards

Work Plan

The work plan below has been provided and developed by the Planning Partnership. The dates outlined are estimates and may be adjusted per planning progress. Detailed deliverables included in work plan are overall project deliverables and may be completed by LGU or consultant pending the responsible party. The approach for by ISG is outlined under each task. ISG deliverables are outlined as an attachment at the end of the document.

Phase 1: Pre-Planning

Task 1.1: Establish and Maintain Partnership

1W1P Policy:	Operating Procedures IV.A.1		
Lead:	Project Coordinator, Steering Team		
Support:	Steering Team, Policy Committee		
Start Date:	November 1, 2021		
Completion Date:	End of Planning process		
			Responsible Party(s)/task
	.1	Establish steering team (may occur prior to final grant agreement)	Project Coordinator
	.2	Draft memorandum of agreement for review by each participating organization in the partnership	Project Coordinator
	.3	Establish policy committee with approved by-laws	Steering Team
	.4	Establish advisory committee	Policy Committee
	.5	Coordinate all committee meetings, including preparation and maintenance of distribution lists, preparation and distribution of meeting notices and agendas, publication of required legal notices, recording of meeting notes/minutes	Project Coordinator
Objectives:		Membership, roles, responsibilities, and expectations for participation in committee, team, or work group explicitly described	
		Broad range of stakeholder participation to ensure an integrated approach to watershed management	
		Meet goals and requirements identified in statute for public and stakeholder participation for existing local water plans	
Deliverables:		For all policy committee and advisory committee meetings, agendas distributed at least one week prior to each meeting and meeting minutes distributed/posted no later than one week after the meeting.	

Task 1.2: Develop Work Plan (applies to partnerships approved for a BWSR 1W1P planning grant)

1W1P Policy:	BWSR Grants Policy		
Lead:	Project Coordinator, Grantee		
Support:	Steering Team		
Start Date:	November 1, 2021		
Completion Date:	January 30, 2022		
			Responsible Party(s)/task
	.1	Fill out narrative work plan (this document), deciding who will lead on each step.	Project Coordinator & Steering Team
	.2	Adapt the BWSR-provided timeline spreadsheet to reflect state and completion dates for tasks, including details for subtasks	Project Coordinator & Steering Team
	.3	Adapt the BWSR-provided budget spreadsheet for the planning process. Check in with BWSR Board Conservationist on draft budget	Project Coordinator & Steering Team
	.4	Submit the documents from subtasks 1-3 to BWSR Board Conservationist for review and approval	Project Coordinator
	.5	Upload work plan documents in eLINK and populate eLINK work plan	Grantee
Objectives:		Partners understand, discuss, and agree on the tasks, sequencing, approximate timing and budget for the planning process.	
Deliverables:		A BWSR approved work plan including word document, excel documents, and eLINK work plan	

Task 1.3: Aggregate Watershed Information

1W1P Policy:	Operating Procedures IV.A.3		
Lead:	Consultant		
Support:	Steering Team		
Start Date:	June 1, 2022		
Completion Date:	July 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Aggregate data, issues, goals, strategies, actions (e.g., existing local water plans, input received from review agencies, TMDL studies, WRAPS, and other local and agency plans)	Steering Team & Consultant
	.2	Identify gaps in existing data	Consultant
	.3	Complete an outline of what the plan will contain for use in public information/input process	Consultant

Objectives:		Better watershed orientation, understanding, discussion, and prioritization (not intended to be exhaustive, but rather a compilation for the purposes of understanding current priorities and goals for the watershed)
Deliverables:		A document (e.g., narrative/table/spreadsheet) that summarizes issues, goals, strategies, actions, and clearly identifies gaps
		An outline of plan contents for use in the public information/input process

ISG will assemble existing plans and studies and request any additional data to verify all relevant information is gathered prior to developing materials for the public kickoff meeting. Key items from existing information will be included as a data point in a master spreadsheet and categorized according to issues, goals, priority resources, strategies, and actions to identify strengths and concerns early in the process. Gaps in information, and a strategy to fill the gap, will be developed throughout the planning process.

Task 1.4: Notify Plan Review Authorities and Host Public Kickoff Meeting

1W1P Policy:	Operating Procedures IV.A.2; Operating Procedures IV.A.4		
Lead:	Project Coordinator and Le Sueur SWCD		
Support:	Consultant and Steering Team		
Start Date:	May 1, 2022		
Completion Date:	August 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Compile a list of review authorities/ stakeholders	Project Coordinator & Le Sueur SWCD
	.2	Write and send a formal notification of intent to prepare a watershed plan, which includes an invitation to submit priority issues and concerns to be addressed in the plan, and establishes a 60-day comment period	Project Coordinator & Le Sueur SWCD
	.3	Implement method(s) to obtain public input determined by the steering team and approved by the policy committee (or its delegate) such as, but not limited to: web survey, workshops with specific interest groups, citizen surveys, public input meeting, etc. <i>(not required)</i>	Consultant
	.4	Plan and carry out a public kickoff meeting, including publishing a meeting notice to meet the requirements of MN Statutes §103B.313, Subd. 3.	Project Coordinator, Le Sueur SWCD, Steering Team, Consultant
	.5	Record and post meeting minutes and compile input for use in plan development	Project Coordinator
Objectives:		Stakeholders are notified of the planning process and have an opportunity to provide input	

Deliverables:		List of plan review authorities and stakeholders, formal notification sent.	
		Public meeting held and documented	
		Stakeholder input gathered and compiled. <i>(Deliverables may include surveys, meetings, and other input gathering activities.)</i>	

Upon notification of intent, official comment letters of priority concern will be integrated into the master spreadsheet developed in Task 1.3. ISG will provide a tailored approach to facilitation and public outreach. ISG will develop interactive in person meeting facilitation strategies and an online survey that allows multiple avenues to provide input. ISG will lean on planning partners on kickoff meeting logistics including scheduling meeting locations and time, sending notices and invitations, and assist with development of the agenda and meeting outcomes. ISG anticipates to attend and facilitate two (2) public in-person meetings . Outcomes from the public kickoff meeting will be integrated into the master spreadsheet developed in Task 1.3 (no formal report compiling public input).

Task 1.5: Hire Consultants

1W1P Policy:	No policy reference. This step is optional.		
Lead:	Project Coordinator, Project Coordinator Support		
Support:	Policy Committee, Grantee, Steering Team		
Suggested Start Date:	December 01, 2021		
Completion Date:	May 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Determine what planning tasks will be completed “in-house” by the partners and what tasks will be contracted to entities “outside” of the partners (e.g., facilitation, plan writing, technical analysis)	Steering Team
	.2	Develop a scope of services for each consultant	Project Coordinator, Project Coordinator Support
	.3	Develop and distribute RFQ/RFP/RFI content for professional consultant tasks (; develop qualification rating method and process	Project Coordinator, Project Coordinator Support, Steering Team
	.4	Manage the process of reviewing and ranking consultant responses according to method. If needed, interview consultants based on ranking.	Project Coordinator, Project

			Coordinator Support, Steering Team
	.5	Select and negotiate contract with selected consultant(s)	Policy Committee, Grantee
Objectives:		Consultant(s) selected to help the partnership develop the comprehensive watershed management plan	
Deliverables:		Request, selection process, negotiated contract	

Phase 2: Draft Plan

Task 2.1: Write the Land Water Resources Narrative

1W1P Policy:			
Lead:	Consultant		
Support:	Steering Team		
Start Date:	June 1, 2022		
Completion Date:	August 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Gather maps, inventories, and data about the watershed, including information from task 1.3	Steering Team
	.2	Use aggregated information to create the land and water resources narrative to better inform subsequent tasks	Consultant
	.3	Create other materials (e.g., presentations, posters, story maps) to communicate the story of the watershed	Consultant
Outcomes:		Better watershed orientation, understanding, discussion, and prioritization	
Deliverables:		A draft land and water resources narrative	
		Other materials (e.g., presentations, posters, story maps) that summarize land and water information, to be shared with policy committee and/or at public information meetings, including the public kickoff meeting.	

Using the resources, content, official comments, and public input gathered in Phase 1, ISG will develop a water resources narrative that tells the story of your watershed, setting the foundation for the rest of the plan. This content will be compiled and synthesized into a framework for future analysis and data collection as part of the planning process.

Task 2.2: Identify and Prioritize Resources and Issues

1W1P Policy	Plan Content Requirements III.C		
Lead:	Consultant		
Support:	Steering Team		
Start Date:	July 1, 2022		
Completion Date:	October 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Determine the process(es) that will be used to complete this step.	Consultant, Steering Team
	.2	Review, aggregate and summarize issues from existing local plans, studies, and information; feedback received from initial notifications to the plan review authorities and stakeholders; and the initial planning meeting.	Consultant, Steering Team
	.3	Identify and draft issue statements that reflect problems or opportunities to be prioritized	Consultant
	.4	Create, apply, and document in plan the method(s) used to prioritize the identified issues.	Consultant
	.5	Manage policy committee agreement on the priority issues that will be addressed in the 10-year plan.	Consultant, Steering Team
	.6	Identify priority subwatersheds where the priority issues will be addressed. Identify other waterbodies, groundwater areas, or other subwatersheds.	Consultant, Steering Team
Objectives:		The planning partnership discusses and determines priorities to be addressed in the plan based on data and information as well as local values gathered through the initial input process.	
Deliverables:		A draft list of agreed upon priority issues for the watershed for the ten-year timeframe of the plan, drafted into plan.	
		Draft map(s) of priority areas for focusing implementation during the ten-year timeframe of the plan	

ISG will integrate themes and trends according to categories of issues and guide the Partnership through the prioritization and consensus process. Draft issue statements, reflecting challenges and opportunities, will be presented to the appropriate Advisory Committee for prioritization, and a formal recommendation will be provided for the Policy Committee's consideration. Following this recommendation, ISG will assist the Steering Team in guiding the Policy Committee through the process of reaching consensus on key priorities and potentially tiered priorities. The strategies to organize ideas, rank priorities and determine the most pressing concerns may include affinity mapping, weighted criteria, and decision matrices with multiple would you rather scenarios.

Task 2.3: Establish Measurable Goals

1W1P Policy:	Plan Content Requirements III.D
Lead:	Consultant

Support:	Steering Team		
Start Date:	August 1, 2022		
Completion Date:	November 30, 2022		
			Responsible Party(s)/task
	.1	For each issue, describe the desired future condition (aka long term goal). This goal may not be achievable during the ten year time frame of the plan.	Consultant, Steering Team
	.2	Determine what modeling approaches or tools will be used to estimate the progress that can be made toward the long term goal in the ten year plan period.	Consultant
	.3	Select indicators that will be used to describe progress toward the long term goal (complete after task 2.4.1 – selection of implementation approaches – because some indicators may be outputs, not outcomes)	Consultant
	.4	Apply the approach identified in 2.3.2 to calculate the measurable goal for the 10 year plan period (complete after task 2.4.4 – implementation schedule - because you can't know how far you can get until you estimate how much you will do)	Consultant
Objectives:		The planning partnership establishes a shared understanding of a desired future and a realistic estimate of how much progress can be made in the 10-year timeframe of the plan	
Deliverables		A draft of clearly stated goals that describe a desired future condition and an estimate of the pace of progress that can be achieved by implementing the actions listed in the plan	

Following consensus, ISG will develop a framework and issue statement for each priority issue, which will include a recommended desired future condition, potential approach to modeling or estimating progress made toward the goal, indicators of progress, and a draft measurable goal. This working framework will be expanded upon throughout the planning process to include key targeting approaches and implementation strategies to be captured and translated into early drafts of the CWMP.

Using available information and tools, measurable goals for specific resources within each resource category will be developed, such as for Cleary Lake or the outlet of Sand Creek subwatershed. While we expect the existing available data, such as the HSPF model and PTMApp, will meet the Partnership's targeting needs, other tools may be employed for site-specific targeting. Where information is available, pollutant-loading reduction and water quality endpoints will be established. Numerical targets that focus on the number of resources addressed or improved through implementation activities will be developed for resources that do not have an appropriate modeling or assessment tool (e.g. the number of abandoned wells that are sealed). Using an iterative approach, the draft measurable goals will be re-evaluated after the targeted implementation schedule is completed.

Task 2.4: Develop a Targeted Implementation Schedule

1W1P Policy:	Plan Content Requirements III.E		
Lead:	Consultant		
Support:	Steering Team, Policy Committee		
Start Date:	October 1, 2022		
Completion Date:	January 31, 2023		
			Responsible Party(s)/task
Subtasks:	.1	Determine the types of actions that will be most cost effective and yield the greatest natural resource benefits given the priority issues for the plan.	Consultant
	.2	Identify approach/es (model, tool etc.) that will be used to target implementation practices to the most important areas.	Consultant
	.3	Estimate the amount of funding that will be available to the partnership based on current expenditures in the watershed and anticipated grants	Consultant
	.4	Create an implementation schedule that describes local water management activities, assigns responsibilities, and identifies a timeframe for implementation over the 10-year plan period.	Consultant
Objectives:		The planning partnership discusses the most appropriate, cost effective, multiple-benefit implementation actions to address the plan goals, estimates a realistic level of implementation based on anticipated future funds, and commits to contributing local resources (time, money, equipment, etc.) to implementing the plan.	
Deliverables:		Draft implementation schedule with targeted and measurable actions and capital improvements. Schedule includes a description of each action/project, location, responsibility, cost, schedule, potential funding sources of the action, and how the outcomes of the action will be measured.	

Using past performance, BMPs, and conservation practice information, ISG will recommend a set of implementation actions for each issue statement. Approaches for site-specific targeting of these actions will be vetted through appropriate committees before recommendations are included in the implementation table. Once all potential actions are identified, ISG will complete the implementation schedule using modeled, calculated, and numerical approaches to estimating achievements, as well as partner derived content, such as cost estimates for programmatic activities.

ISG will provide the Partnership with the review process and instructions to complete the contents of the implementation schedule as required. Upon completion, ISG will guide the Partnership through an assessment to identify capacity building needs, opportunities for shared services, and other methods for implementation efficiency. Once the implementation table has been fully vetted, the draft measurable goals will be revisited and adjusted based on staffing or financial capacity and goal attainability if the implementation schedule was not fully achieved.

Task 2.5: Describe Implementation Programs

1W1P Policy:	Plan Content Requirements III.F		
Lead:	Consultant		
Support:	Steering Team, Policy Committee		
Start Date:	September 1, 2022		
Completion Date:	December 31, 2022		
			Responsible Party(s)/task
Subtasks:	.1	Compile information about existing implementation programs from each partnership. Identify commonalities, gaps, and opportunities to collaborate.	Consultant
	.2	Describe the various implementation programs (cost share, regulatory, capital improvements, operations, data collection, public participation) that will be needed to achieve the plan goals and carry out the actions described in the previous sections.	Consultant, Steering Team
	.3	Describe who will carry out the programs and incorporate appropriate elements into the targeted implementation schedule if applicable. (partners may want to list new programs as part of the targeted implementation program, while ongoing programs being done by individual partners may not be priorities in for the watershed planning partnership).	Consultant, Steering Team, Policy Committee
Objectives:		The partnership thoughtfully discusses what kinds of programs will be most effective and appropriate for the watershed. Ideally, discussions result in a commitment to develop and carry out programs as a watershed partnership.	
Deliverables:		A draft description of implementation programs that will be carried out by the partnership and/or its members.	

ISG will assess program elements such as incentives, regulatory, monitoring and data collection, outreach and education, and capital improvements to identify commonalities, gaps, and inconsistencies and provide recommendations to collaborate and fill gaps. After discussion, the Partnership will determine the most effective and appropriate programs to achieve CWMP goals.

Task 2.6: Determine Plan Administration and Coordination

1W1P Policy:	Plan Content Requirements III.G; Operating Procedures IV.B.3
Lead:	Scott County & WMO, Project Coordinator, Project Coordinator Support
Support:	Steering Team, Policy Committee
Start Date:	October 1, 2022

Completion Date:		January 31, 2023	
			Responsible Party(s)/task
Subtasks:	.1	Introduce the concept of plan administration and coordination, including laying out a range of options for implementation agreements	Scott County & WMO, Project Coordinator, Project Coordinator Support
	.2	Draft any required formal agreement documents (e.g. joint powers agreement), if necessary	Scott County & WMO, Project Coordinator, Project Coordinator Support
	.3	Manage review of formal agreements by MCIT and/or local legal counsel	Steering Team, Policy Committee
Objectives:		The planning partnership discusses and agrees to the most appropriate organizational structure to fit their needs and to implement the plan.	
Deliverables:		Draft formal agreement documents, including identification of fiscal agent if appropriate and sub-agreements needed to carry out partnership programs described in the plan.	

ISG will support discussions on options for CWMP administration and coordination through the development of formal agreements in one (1) Policy Committee Meeting if needed. The Association of Minnesota Counties Insurance Trust or other advisors may be sought out to aid in this discussion and the resulting decision and type of agreement will be described in the administration and coordination section of the CWMP. If there is a need for additional assistance, a change order can be negotiated at that time.

Task 2.7: Write Plan Final Review Draft

1W1P Policy:	Plan Content Requirements III.A Operating Procedures IV.B		
Lead:	Consultant		
Support:	Steering Team, Policy Committee		
Suggested Start Date:	February 01, 2023		
Completion Date:	April 30, 2023		
			Responsible Party(s)/task
Subtasks:	.1	Compile drafted sections of the plan; review drafts to ensure they meet all plan content requirements	Consultant
	.2	Write an executive summary	Consultant

	.3	Manage <i>internal</i> review among watershed partner entities, committee members (internal review may be continuous as plan sections are drafted.)	Consultant, Steering Team, Policy Committee
	.4	Prepare final draft for formal review	Consultant
	.5	Manage policy committee approval of final draft for formal review	Consultant, Steering Team
Objectives:		Planning partnership has the opportunity to view all draft sections of the plan together as one document and to have internal discussions about any unresolved items prior to the formal review process.	
Deliverables:		Final plan draft prepared for informal and formal review.	

Following the procedures listed above, a draft will be completed to meet the Version 2.1 BWSR Plan Content Requirements. ISG will manage a thorough internal review process and facilitate the consensus resolution of planning partnership concerns.

Phase 3: Plan review and submission

Task 3.1: Conduct Formal Review

1W1P Policy:	Operating Procedures IV. C		
Lead:	Consultant		
Support:	Steering Team, Policy Committee		
Start Date:	May 01, 2023		
Completion Date:	September 30, 2023		
			Responsible Party(s)/task
Subtasks:	.1	Submit plan to plan review authorities for 60-day formal review; submit draft electronically (<i>or</i>) submit paper copies if requested; provide website copy of draft for review	Consultant
	.2	Develop and provide process for stakeholder comments	Consultant
	.3	Write responses to comments received during 60-day review	Consultant
	.4	Incorporate changes suggested during the comment period into the draft plan	Consultant
	.5	Schedule one or more hearing date(s) and location(s); send notice(s) with agenda	Consultant
	.6	Provide the responses to comment to BWSR, other state review agencies, and anyone who provided comments 10 days before the public hearing. BWSR will post the responses to comments on the BWSR website.	Consultant

	.7	Policy committee members: Attend, conduct, and present plan and review comments summary at hearing	Policy Committee
	.8	Post hearing minutes in a public location (e.g., web page)	Steering Team
Objectives:		Provide the opportunity for any stakeholders to review the draft plan and comment on the draft plan, in writing and in a public setting. Ideally, the advisory committee represented key stakeholders throughout the process so that formal comments on the plan do not result in the need to make major changes at this point in the process.	
Deliverables:		Draft plan reviewed by review authorities and/or local governments. Comments received and compiled. Comment summary and responses made available as required.	
		Plan review process administered as outlined in the memorandum of agreement as well as statute and rule.	
		Meeting minutes documenting the public hearing	

Upon approval from the Policy Committee, the draft CWMP will be submitted for formal 60-day review to the Plan Review Authorities, including the Minnesota Department of Agriculture (MDA), Minnesota Department of Health, Department of Natural Resources (DNR), MPCA, BWSR, counties, cities, towns, and Soil and Water Conservation Districts (SWCDs) within the Watershed boundary. ISG will draft and summarize responses to comments received during the review period for the Steering Team's review and provide to BWSR, the state review agencies, and other stakeholders that provide feedback prior to the public hearing. ISG will present the draft CWMP, as well as the summary of comments and revisions at the public hearing for the Policy Committee's approval.

Task 3.2: Write Final Plan and Submit to BWSR

1W1P Policy:	Operating Procedures IV. C and D		
Lead:	Consultant		
Support:	Steering Team		
Start Date:	October 1, 2023		
Completion Date:	February 26, 2024		
			Responsible Party(s)/task
Subtasks:	.1	Make final plan revisions	Consultant
	.2	If required by the memorandum of agreement, support the approval of plan by each local government participant	Steering Team
	.3	Manage policy committee approval of final plan for BWSR review	Steering Team
	.4	Submit the final plan, revised responses to comments, and the changes incorporated as a result of the review process to BWSR	Consultant

	.5	Attend and make presentations at BWSR regional committee, board meeting, and other meetings as required to support BWSR plan review	Consultant
	.6	If needed, manage appeals and dispute of plan decision (following existing authorities and procedures of BWSR Board).	Consultant
Objectives:		The input gathered during the plan review process results in improvements to the plan or dialogue explaining why input was not incorporated.	
		The partnership has the opportunity to present their plan to the BWSR Board and make the case for approval of the plan.	
Deliverables:		Final plan draft prepared for final review and approval.	
		Board approves or disapproves a plan based on determination of compliance with plan content and operating procedures.	

Following formal review, public hearing, and Policy Committee approved revisions, a final draft will be submitted for final review and approval by BWSR. The project team will prepare a formal presentation and have copies of the CWMP available for review. Final edits from BWSR will be incorporated and local adoption will occur within 120 days of BWSR's approval.

Task 3.3: Adopt Plan Locally

1W1P Policy:	Operating Procedures IV.E		
Lead:	Steering Team		
Support:	Local Boards		
Start Date:	February 26, 2024		
Completion Date:	June 25, 2024		
			Responsible Party(s)/task
Subtasks:	.1	Support the final plan adoption by the local plan authority(ies) within 120 days of BWSR Board approval by presenting the plan to individual local governments and preparing resolutions and other materials necessary for the process	Steering Team, Local Boards
	.2	Send copies of resolutions to adopt the plan to BWSR in order to be eligible for grants for plan implementation	Steering Team
Objectives:		Local governments in the partnership signal their intent and commitment to implementing the plan by adopting it as their local plan for the part of their jurisdiction that lies in the planning boundary.	
Deliverables:		Plan adopted for implementation by all participating local units of government	

Task 3.4: Grant Reporting

1W1P Policy:	One Watershed, One Plan Grants Policy (this task only applies to groups with planning grants)		
Lead:	Grantee		
Support:	Steering Team		
Completion Date:	Annually, no later than February 1 st of each fiscal year (2023-2024)		
			Responsible Party(s)/task
Subtasks:	.1	Submit required grant reports in eLink	Grantee
	.2	Prepare and submit audit as required by MOA	Grantee
	.3	Provide periodic reports to policy committee	Grantee
	.4	Submit final grant report in eLink and other formats as required	Grantee
Objectives:		BWSR and local governments fulfill responsibilities associated with accountability for state funds, consistent with state grant policy, rule, and statute.	
Deliverables:		Documented progress towards work plan tasks; grant agreement requirements met	

ISG Planned Meeting Attendance and Role

The following table details the expected meeting attendance and the role of the consultant at each type of meeting.

	Facilitate (In Person)	Facilitate (Virtual)	Attend/ Participate	Attend/ Present
Task	Advisory Committee Meetings	Advisory Committee Meetings	Steering Committee Meetings	Policy Committee Meetings
2.2 Identify and prioritize resources and issues	1	1		1
2.3 Establish measurable goals	1	1		
2.4 Develop targeted implementation schedule	2	1		1
2.5 Describe implementation programs		1		
2.6 Determine Plan Administration and Coordination				1
2.7 Write plan final draft	1	1		1
3.2 Write final plan and Submit to BWSR				1
TOTAL	5	5	0	5

Meeting Assumptions

The table below outlines the responsible party for coordinating and scheduling meetings, developing and sending agendas, and taking meeting notes and minutes for each meeting. The Consultant's role for each committee meeting is outlined below.

	Steering Committee Meetings	Advisory Committee Meetings	Policy Committee Meetings
Coordinates, Schedules, & Sends Agendas	Day- to – Day Contact	Day- to – Day Contact	Day- to – Day Contact
Prepares Agendas	Day- to – Day Contact	Consultant with input from Steering Team	Day- to – Day Contact
Formal Meeting Notes and Minutes	LGU Staff Day-to-day contact and fiscal agent to provide consultant with meeting overview and	LGU Staff	LGU Staff

	any pertinent information or decisions that may be necessary for plan writing through meeting notes, email, or follow-up meeting.		
Consultant's Role	Communicate progress and content of Steering Team meetings with Day-to-day contact and Fiscal agent to support and ensure progress is being made through planning content. Provide Steering Committee with key decision items.	Lead Facilitator and Presenter ~10 meetings	Attend during milestone achievements and present technical findings when necessary ~5 meetings

Costs

Phase 1: Pre-Planning		
Task 1.1	Establish and Maintain Partnership	\$0
Task 1.2	Develop Work Plan	\$0
Task 1.3	Aggregate Watershed Information	\$4,450
Task 1.4	Notify Plan Review Authorities and Host Public Kickoff Meeting	\$7,480
Task 1.5	Hire Consultants	\$0
Phase 2: Draft Plan		
Task 2.1	Write the Land and Water Resources Narrative	\$5,432
Task 2.2	Identify and Prioritize Resources and Issues	\$15,280
Task 2.3	Establish Measurable Goals	\$10,920
Task 2.4	Develop a Targeted Implementation Schedule	\$21,080
Task 2.5	Describe Implementation Programs	\$5,960
Task 2.6	Determine Plan Administration and Coordination	\$0
Task 2.7	Write Plan Final Review Draft	\$23,640
Phase 3: Plan Review and Submission		
Task 3.1	Conduct Formal Review	\$15,340
Task 3.2	Write Final Plan and Submit to BWSR	\$9,064
Task 3.3	Adopt Plan Locally	\$0
Task 3.4	Grant Reporting	\$0
Meeting Preparation & Attendance		
	Meetings	\$29,380
	Consultant Expenses (printing, travel, etc.)	\$5,000
	Total	\$153,026

Detailed cost estimate enclosed with estimated staffing hours, billable rates, and estimated time per deliverable.

ATTACHMENT D

PROJECT DELIVERABLES

TASK	DELIVERABLES		BUDGET
	TYPE	DESCRIPTION	
Task 1.3	Product	Existing watershed information gap analysis and summary report (Word and/or Excel document)	\$4,450
Task 1.4	Product	Kick off meeting presentation (PowerPoint), information handouts, and public input facilitation plan (Word document)	\$7,480
	Service	Kick off meeting MC and facilitation; support in development of meeting agenda and a public input survey (for website)	
Task 2.1	Product	Land and Water Resources Narrative (Word document)	\$5,432
Task 2.2	Product	Prioritized resources and issues report (Word and/or Excel document)	\$15,280
Task 2.3	Product	Measurable goals report (Word document)	\$10,920
Task 2.4	Product	Targeted implementation schedule (Excel document)	\$21,080
Task 2.5	Product	Implementation programs report (Word document)	\$5,960
Task 2.7	Product	Plan final review draft (Word document with Excel tables)	\$23,640
Task 3.1	Product	Formal review process report and comments report (Word and/or Excel documents)	\$15,340
Task 3.2	Product	Final Plan (Word document w/associated Excel tables; submitted and accepted by BWSR)	\$9,064
N/A	Service	Meetings (\$1,622/Support role, \$2,127/Lead role)	\$29,380
N/A	Materials	Expenses, Printing, travel, etc.	\$5,000

PLAN EXAMPLE DOCUMENTS

1. Blue Earth River Watershed Partnership
2. LSRW RFQ - Independent Evaluation Scoring Form
3. Lower Minnesota East - Plan Packet
4. **Watonwan Watershed - SOQ Evaluation Packet**

**Watonwan Watershed Planning Partnership
Consultant Selection Subcommittee**

Statement of Qualifications (SOQ) Evaluation Packet

Timeline

September 18 - RFQ deadline

September 19 to October 2 - Selection Subcommittee Independent Evaluation

October 3 - Selection Subcommittee Group Discussion, Evaluation Scoring and Ranking

October 10 - Interviews and Presentations - Group Discussion, Evaluation, Scoring, Final Ranking

Contents

1. Evaluation and Scoring Process Summary and Instructions
2. Evaluation and Scoring Form for Independent Evaluation
3. Scoring Tabulation Sheet to be used for Group Discussion
4. Final Tabulation Sheet
5. Confidentiality and Non-Disclosure Agreement, No Conflict of Interest
6. Request for Qualifications

WWPP Consultant Selection Committee

Statement of Qualifications (SOQ) Evaluation and Scoring Process

Your role as an evaluator requires you to commit a significant amount of time and concentrated effort to the project. You should anticipate that interested persons will want to know the ranking results. It is extremely important that evaluators document and justify their scores. This information may be used during debriefing with unsuccessful firms.

Evaluation Process Steps

1. Independent evaluation and scoring – September 19 through October 2
2. Group discussion, scoring and ranking - October 3
 Highest ranked firms invited to interviews and asked to give a presentation
3. Interviews, scoring and final ranking - October 10

Step 1. Independent Scoring Instructions

The Statement of Qualifications (SOQ) contains the following sections, as described in the RFQ:

1) Introduction, 2) **Experience with comparable projects**, 3) **Project Team and key personnel**, 4) **Project Management Approach**, 5) Financial, and 6) Appendices. Evaluators will use the evaluation forms to score three sections of the SOQs. The evaluation forms have an optional checklist and space for notes to assist each evaluator with scoring and discussion during the Selection Committee's group discussion and ranking meeting.

Independent scoring is just that...independent scoring. Selection Committee evaluators may not discuss the SOQs or independent scores with anyone except with Selection Committee members.

- Read every Statement of Qualifications and complete the evaluation scoring forms.
- Evaluate all proposals against the requirements of the RFQ. The RFQ requirements are included in each section of the evaluation scoring forms.
 - DO NOT score based on criteria that is not included in the RFQ
- Be objective; free from bias (previous knowledge/experience)
 - Give each proposal the same consideration up front
 - Refrain from performing research of any nature, including internet searches or obtaining information about any firm
 - The name of the firm should not influence (positively or negatively) the evaluator's comments or ratings, except when evaluating past performance
- Be fair and consistent in scoring
 - DO NOT "take it easy" or "be overly harsh"
 - DO NOT rate an idea as a positive in one proposal and the same idea as a negative in another
 - DO NOT evaluate or compare SOQs against one another
- DO provide detailed comments/notes
 - If an item is a strength/weakness for one proposal it must also be noted as a strength/weakness when it appears in other proposals

Step 2. Group Discussion Meeting Instructions

Group discussions are used to ensure the evaluators on the Selection Committee have a common understanding of the RFQ and Statement of Qualifications (SOQs) and to allow evaluators to change their scores based on the committee's understanding of the SOQs and their discussion. Evaluators should provide written justification for any adjusted scores.

1. Independent scores will be tabulated at the beginning of the meeting. Bring completed Independent Evaluation and Scoring Forms to the meeting.
2. Selection Committee discussion will follow the initial scoring tabulation. Example items for discussion might include:
 - Strengths and Weaknesses
 - Independent scoring overview of each proposal
 - Variations in ScoresThe group should discuss any criteria which has a significant variance in score. An evaluator may take the opportunity to re-adjust their scores.

Example:
3 out of 5 evaluators scored in a range between 90%-100%
2 evaluators scored in a range between 0%-59%
3. Selection Committee members finalize their independent scoring forms. At the end of the scoring process evaluators must sign and date their individual scoring sheets, verifying that their scores are accurate and final.
4. Final tabulation and ranking. The Selection Committee will determine how many of the highest ranked firms should be invited for interviews with presentations. All interviews will be done in one day.

Step 3. Interviews and Final Ranking Instructions

Interviews, scoring, group discussion, final scores and final ranking will be done in one day. Each firm will give a presentation followed by interview questions.

1. Each firm chosen for an interview will give a presentation. Each presentation and interview will have a strictly-enforced time limit. The Selection Committee will ask questions from a pre-determined list and other follow-up questions relevant to the presentation or SOQ.
2. Independent scoring and group discussion will follow each interview.
3. Group discussion and final scoring of all firms will follow last interview.
4. Final interview scores will be added to the scores from Step 2 Group Discussion.
5. Finalize ranking based on total scores.

WWPP RFQ - Statement of Qualifications (SOQ)

Independent Evaluation and Scoring Form

Name of Firm: _____		
Initial Score	Statement of Qualifications Section	Final Score
	Experience with Comparable Projects (25 points maximum)	
	Project Team and Key Personnel (30 points maximum)	
	Project Management Approach (20 points maximum)	
	TOTAL (75 points maximum)	
Other notes or comments		

I hereby certify that the scores reflected above reflect my evaluation of this Statement of Qualifications.

Evaluator Signature _____ Date: _____

Name of Firm: _____

Experience with Comparable Projects	Maximum Points 25	Score:
RFQ DESCRIPTION: The WWPP will evaluate the capabilities of the consulting firm to effectively deliver the project. Preference will be given to firms who have demonstrated satisfactory experience and performance with watershed planning and working with advisory and citizen committees. Provide a list and description of no more than five similar watershed-based planning projects. Links to websites may be provided where the WWPP Selection Committee can review the consultant's work in more detail. Each project description must include the following information: 1. Name of the project, the project manager's contact information (project manager name, phone number, e-mail address). An alternative contact at the agency that is familiar with the project may be provided if the project manager is not available. The alternative contact must have played a leadership role during the project. 2. A narrative describing the project. 3. Detailed description of the work or services provided. The WWPP may use the information provided as a reference check. OPTIONAL INDEPENDENT SCORING CHECKLIST 1. Does the SOQ provide a list of projects similar projects? ____yes ____no 2. Does the SOQ include watershed planning projects? ____yes ____no • Number of watershed planning projects _____ • Number of watershed planning projects of similar scale to the Watonwan watershed _____ • Number of 1W1P completed or nearly completed _____ 3. Does the submitter have experience working with advisory or citizen committees? ____yes ____no • Number of projects with advisory or citizen committees _____ 4. Does the SOQ include contact information (references) for similar projects listed? ____yes ____no 5. Does the SOQ include a narrative and detailed description of the work provided by the firm for each project? ____yes ____no NOTES:		

Name of Firm: _____

Project Team and Key Personnel	Maximum Points 30	Score:
RFQ DESCRIPTION: Preference will be given to firms with key personnel who have experience with similar projects of similar scale. Experience and qualifications of key personnel with project management, GIS and meeting facilitation and communications should be highlighted. Provide a description and organizational chart showing the roles of the Project Manager and each individual assigned to this project. Describe the proposed roles and responsibilities of each team member and indicate the estimated percent of time that these individuals will be involved in the project. Provide resumes of key personnel in Appendix A.		
OPTIONAL INDEPENDENT SCORING CHECKLIST - Are key personnel identified in the SOQ? ____yes ____no - Does the SOQ describe the role of each key personnel? ____yes ____no - Did the SOQ include an organizational chart? ____yes ____no - Does the SOQ describe roles and responsibilities of each team member? ____yes ____no - Does the SOQ highlight key personnel qualifications and experience with: - Project management ____yes ____no - Project management of similar projects ____yes ____no - Watershed Management Planning ____yes ____no - Watershed Management Planning experience with similar projects? ____yes ____no - GIS mapping and water quality models ____yes ____no - GIS mapping and water quality models for similar projects ____yes ____no - Meeting Facilitation ____yes ____no - Meeting Facilitation experience with similar projects ____yes ____no - Communication and Presentation Skills ____yes ____no - Communications and Presentation Skills experience with similar projects ____yes ____no - Are resumes of key personnel provided in Appendix A? ____yes ____no		
NOTES:		

Name of Firm: _____

Project Management Approach	Maximum Points 20	Score:
RFQ DESCRIPTION: This information will be used in the qualitative assessment. Preference will be given to firms that demonstrate a clear understanding and familiarity of the project and an approach that will complete the project on schedule and meets the requirements in Section 1.3 of the RFQ. The WWPP and consultant will follow the requirements of Minnesota Statutes §103B.801, and the Guiding Principles, Plan Content Requirements Version 1.0 and Operating Procedures Version 1.0 for One Watershed, One Plan.		
OPTIONAL INDEPENDENT SCORING CHECKLIST 1. Does the SOQ demonstrate a clear understanding and familiarity with One Watershed, One Plan? _____yes _____no 2. Does the project management approach described in the SOQ demonstrate an understanding of the project schedule? _____yes _____no 3. Does the SOQ indicate the project can be completed on schedule? _____yes _____no		
NOTES: EXAMPLE		

Name of Firm: _____		
Introduction - Cover Letter	Pass/Fail	Score:
RFQ DESCRIPTION: Provide a letter of introduction stating the business name, address, business type (e.g., corporation, partnership, joint venture). Identify one contact person and his or her address, telephone, and e-mail address. This person shall be the single point of contact on behalf of the submitter organization, responsible for correspondence to and from the organization and the WWPP. The WWPP will send all project-related communications to this contact person. Authorized representatives of the submitting organization must sign the letter. The letter must certify the truth and correctness of the contents of the SOQ. The letter of introduction shall be limited to one page. The introduction must also include a table of contents that is limited to one page.		
OPTIONAL INDIVIDUAL SCORING WORKSHEET - Does the SOQ contain a one-page letter of introduction stating the business name, address, business? yes _____no (no=FAIL) - Does the letter identify one contact person and his or her address, telephone, and e-mail address? yes _____no (no=FAIL) - Does the authorized representative of the submitting organization sign the letter that certifies the truth and correctness of the contents of the SOQ? - yes _____no (no=FAIL) - Does the SOQ include a one-page table of contents? yes _____no (no=FAIL) Number of pages? _____		
NOTES:		

Name of Firm: _____

Financial	Pass/Fail	Score:
RFQ DESCRIPTION: Provide information about insurance available at this time. Pass/Fail will be scored based on whether insurance information was provided, NOT on the amount of insurance.		
CHECKLIST Does the SOQ include the firm's insurance information? ____yes ____no		
NOTES:		

Appendices -Pass/Fail	Pass/Fail	Score:
RFQ DESCRIPTION: The Appendices shall only contain information relevant to the requested Appendix information in this RFQ. Appendices shall not be used to further enhance a submittal beyond these requirements. The submittal should contain the following Appendices: Appendix A – Resumes of Key Personnel. Resumes should not exceed 2 pages for each person Appendix B – Organizational Conflicts of Interest		
OPTIONAL CHECKLIST Do the appendices include additional information to enhance the submittal? ____yes ____no Appendix A – Resumes Are 1-2 page resumes included for <u>ALL</u> key personnel? ____yes ____no Do resumes exceed 2 pages? ____yes ____no Appendix B – Organizational Conflicts of Interest Does the SOQ describe an Organizational Conflict of Interest? ____yes ____no Does a consultant or the firm have competing duties or loyalties? ____yes ____no Does a consultant or the firm have an organizational conflict of interest? ____yes ____no		
NOTES:		

WWPP - Statement of Qualifications (SOQ) Evaluation Tabulation Summary Sheet

Total score of each evaluator is used to rank each firm that submitted an SOQ. Scores will be tabulated to determine the average score at the beginning of the meeting and at the end of the meeting when the final average scores will be listed and ranked on the final tabulation sheet.

Evaluator	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	General Comments
1							
2							
3							
4							
5							
6							
Total Average Score							
First Ranking							

I hereby certify that the scores above reflect the information provided by the WWPP Consultant Selection Committee Evaluators.

Name

Date

FINAL - WWPP - Statement of Qualifications (SOQ) Evaluation Tabulation Summary Sheet

Total score of each evaluator is used to rank each firm that submitted an SOQ. Scores will be tabulated to determine the average score at the beginning of the meeting and at the end of the meeting when the final average scores will be ranked.

Evaluator	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6	General Comments
1							
2							
3							
4							
5							
6							
Total Average Score							
FINAL RANKING							

I hereby certify that the scores above reflect the information provided by the WWPP Consultant Selection Committee Evaluators.

Name _____ Date _____

**Watonwan Watershed Planning Partnership
Consultant Selection Subcommittee
Statement of Qualifications Evaluation**

I, _____, as a participant in the Watonwan Watershed Planning Partnership Consultant Selection Committee evaluation, hereby agree and understand that, except as otherwise provided by law:

I will maintain the confidentiality of all evaluation and selection related information I gain access to as a result of my participation in the Selection Committee evaluation process. This includes the Statement of Qualifications (SOQ) from any of the firms submitting a response to the Request for Qualifications (RFQ) and all evaluation materials pertaining to the RFQ which I have reviewed and/or have had in my possession.

I will maintain security and control over all documents in my custody during the RFQ processes. I will not make copies of any documents and will return all documents when my work with the documents is completed.

I will not divulge any information regarding the RFQ processes or any other information that may result in a potential firm receiving a competitive advantage to any representative of potential firms under consideration for the project. If contacted by any representative of the firms under consideration for the project or any member of the public regarding the RFQ processes, I will not discuss the RFQ process, and I will promptly report every such case of such attempted communication to the Chair of the Policy Committee and the Watonwan County Director of Land Management.

Furthermore, I hereby certify that to the best of my knowledge, I do not have a conflict of interest, either real or apparent, as a result of a financial interest on my part or that of any member of my immediate family, nor of my partner(s), in any potential firm under consideration for a contract as part of this solicitation. I further certify that I am not employed and I have no arrangement for future employment with any of the firms under consideration for the contract. I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of substantial value from any of the firms under consideration for the contract or any additional firms which come into consideration as part of this process.

Signed: _____ Date: _____

Name and Title: _____

cc: Project File

Watonwan Watershed Planning Partnership

Request for Qualifications

Comprehensive Watonwan Watershed Management Plan
(One Watershed One Plan)

Issue Date: August 20, 2018

**Statement of Qualifications Deadline:
3:00 pm, Central Time, September 18, 2018**

Watonwan Watershed Planning Partnership Request for Qualifications

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Section 1: Project Overview

1.1 Summary

The Watonwan Watershed Planning Partnership (WWPP) is requesting Statements of Qualifications (SOQs) from consultants with interest and experience developing watershed plans. The WWPP will be developing a Comprehensive Watonwan Watershed Management Plan and intends to select a consultant through the Request for Qualifications (RFQ) process who best assesses the WWPP needs. Once selected, the chosen consulting firm (consultant) and the WWPP will negotiate a detailed work program and final budget for this project. The WWPP has budgeted a maximum of \$190,000.00 to complete the proposed work. The WWPP anticipates that the consultant will start work on this project in December 2018 and complete the work within 12 months of start date.

1.2 Watershed Overview

The Watonwan River watershed is an eight-digit Hydrologic Unit Code (HUC) watershed draining approximately 878 square miles of predominantly agricultural land in the Minnesota River Basin. It is located in south-central Minnesota within Blue Earth, Brown, Cottonwood, Jackson, Martin, and Watonwan counties. There are 12 municipalities in the watershed of which the City of St. James is the largest.

The Watonwan River flows from Cottonwood County in the west to its confluence with the Blue Earth River, about one mile south of the Rapidan Reservoir, in Blue Earth County. Major streams include the Watonwan River, North Fork of the Watonwan River, South Fork of the Watonwan River, Perch Creek, and St. James Creek. The total distance of the stream network is 1,074 miles, of which 685 miles are intermittent streams and 389 miles are perennial streams. According to the Minnesota Pollution Control Agency (MPCA), 70% of the Watonwan watershed has altered watercourses (e.g., channelized or impounded). There are fifteen lakes and many wetlands. Major lakes include Mountain Lake, Wood Lake, Kansas Lake, Long Lake, St. James Lake, Lake Hanska and Fish Lake. A map of the watershed is displayed in Appendix A.

The Watonwan River State Water Trail begins at Madelia and continues to the confluence with the Blue Earth River at Garden City. There are many public parks in the watershed.

1.3 Project Description

This project is a comprehensive watershed management planning process, supported by the Minnesota Board of Water and Soil Resources (BWSR), and taking place in the Watonwan River Watershed as displayed Appendix A, Watonwan Watershed Boundary Map.

The consultant hired for plan writing services will be responsible for compiling available data as well as information generated by the WWPP Steering Team and in the WWPP's Advisory Committee and Policy Committee meetings, drafting a comprehensive watershed management plan, and editing that plan based on input from the WWPP Advisory and Policy Committees into the final product to be submitted

to the BWSR for approval. The consultant will participate in a negotiated number of meetings with the WWPP Policy Committee, Steering Team and Advisory Committee. Meeting facilitation throughout the process will be led by the consultant. Information generated at the meetings will form the basis from which the Advisory Committee and Policy Committee will create the Plan content, and the consultant will be responsible for drafting a plan containing all required content.

The WWPP and consultant will follow the requirements of Minnesota Statutes §103B.801, and the Guiding Principles, Plan Content Requirements Version 1.0 and Operating Procedures Version 1.0 for One Watershed, One Plan, which can be found at:

<http://www.bwsr.state.mn.us/planning/1W1P/index.html>.

1.4 Role of Staff, Elected Officials and Public

The agreement negotiated between the WWPP and the chosen consultant will outline specific roles and responsibilities of the WWPP and the consultant.

Primary Project Contact

Watonwan County staff will serve as the primary project contact. Watonwan County staff, Cottonwood SWCD staff and the Policy Committee will coordinate with the consultant throughout this planning process.

Role of Policy Committee

The WWPP Policy Committee is made up of elected officials from each County Board of Commissioners and Soil and Water Conservation District (SWCD) Board of Supervisors. The purpose of the Policy Committee is to determine priority issues and priority areas for implementation, make final decisions about the content of the plan and its submittal, and expenditure of funds allocated for plan development. The consultant should engage the Policy Committee throughout this process and regularly provide updates to the Policy Committee.

Role of Steering Team

The purpose of the Steering Team is to provide logistical and process decision making in the plan development process and will work with the consultant to formulate recommendations for consideration by the Advisory Committee and Policy Committee. Local government staff from each county, including County staff, SWCD staff and others will coordinate and collaborate with the consultant as needed.

Role of Advisory Committee

Public participation is critical to the success of this project. The consultant must lead a process that effectively engages all stakeholders. The Watonwan River Watershed has numerous stakeholders that want to be actively involved in this planning process. At the same time, there are many stakeholders that have not participated in previous planning efforts. It is in the best interest of the consultant and WWPP to actively engage all potential stakeholders throughout this process.

1.5 Past Studies and Available Data

Studies

Numerous studies have been completed in the past that the consultant may find useful in understanding the watershed. A list of studies previously completed in the Watonwan watershed is in Appendix B.

Available Data

The chosen consultant will have access to an extensive amount of GIS data, a hydro-conditioned DEM available by December 2018, recent aerial photos, water quality data, land use, and other watershed data that may be helpful conducting this planning work. The WWPP will work with the consultant and others to identify other watershed related information as needed.

All data developed during development of the Watonwan Comprehensive Watershed Management Plan will be public data. The consultant will provide data, models and results to the Watonwan Watershed Planning Partnership partners and the state.

Section 2: Qualifications

2.1 Qualifications

The WWPP expects to work with a multi-disciplinary, cohesive team of professionals that are highly qualified and committed to excellence.

2.2 Specific Qualifications

Facilitation and collaboration skills. The Watonwan watershed community has diverse interests. The consultant must be able to listen to, understand, record and thoughtfully respond to a variety of views from citizens and other stakeholders. The consultant must also be able to collaborate with stakeholders, the Advisory Committee(s), Steering Team and the Policy Committee to develop a plan that has community support, be approved by the Minnesota Board of Soil and Water Resources and adopted by counties and SWCDs in the Watonwan watershed.

Project management skills. The consultant must have strong project management skills. The WWPP fully expects the consultant to meet project deadlines and to complete the project within the agreed to budget. The consultant is expected to have regular communication with the WWPP Policy Committee and Steering Team to coordinate activities throughout the planning process.

Communication and presentation skills. It is critically important that the consultant have excellent communication skills during the planning process. In addition, the consultant's work must be presented in forms that are interesting and accessible to public, Advisory Committee and Policy Committee members. The WWPP is especially interested in consultants that use creative and meaningful ways of communicating, which may include concise summary sheets, interactive maps and narratives for example.

Watershed management and planning skills. It is critically important that the consultant have a strong understanding and the appropriate skills to prepare all required components of Comprehensive Watershed Management Plans, as listed in Minnesota Statute 103B.801, Subd 4 and described in Section 1.3 of this RFQ. In addition, the consultant should also understand the existing local government structure, water plan services and local capacity for watershed management and must have the ability to compile information and incorporate and make use of existing data, existing local and state plans, Watershed Restoration and Protection Strategies (WRAPS) and other relevant information for the Watonwan watershed.

GIS mapping and water quality modeling skills. The consultant must have ability to produce maps that effectively display land and water resources, resource concerns, and priority areas for implementation. The consultant must have the skills and capacity to support identification of priority areas and subwatersheds using GIS and GIS-based hydrologic and water quality based models. The WWPP is especially interested in consultants that use GIS-based ACPF, PTMapp, DNR Zonation, HSPF, HSPF-SAM, habitat evaluation and other models appropriate for analyzing and displaying resources and locations for protection and restoration and developing measurable goals and costs. Preference will be given to the use of nonproprietary, publicly developed models.

Section 3: Anticipated Project Budget and Schedule

3.1 Budget

The Watonwan Watershed Planning Partnership (WWPP) will be funded primarily with a One Watershed One Plan Planning Grant from the Minnesota Board of Water and Soil Resources sourced from the Minnesota Clean Water Fund. Submitters and the firm selected will be expected to adhere to all pertinent state and local requirements. The maximum amount of the grant budgeted for all work associated with this RFQ is \$190,000.

The WWPP and the selected consultant will negotiate the final budget based on a specific and mutually agreed to work program. The WWPP reserves the right to discontinue negotiations at any time without entering into an Agreement with any consultant. It is the intention of the WWPP to have one lead consultant responsible for all components of this project.

3.2 Schedule

The WWPP intends to execute an Agreement with the selected consultant within three months from the RFQ issue date. The Agreement is expected to end in December 2019. The Agreement will specify project deadlines. However, the WWPP expects that the consultant will meet the following major deadlines:

- **First meeting with Steering Team – December 2018**
- **Kick Off Public Meeting – February 2019**
- **Final Draft approved - December 2019**

The WWPP reserves the right to change the dates as needed or required.

Section 4: Selection Criteria and Process

4.1 Selection Process

1. The Selection Committee will include representatives of the Steering Team and the Policy Committee. The Selection Committee will review and evaluate all qualified Statement of Qualifications (SOQ) submitted based on qualifications and experience as described in Section 4.2.
2. The Selection Committee will invite top-ranked firms for presentations and interviews to be held on October 10.
3. Following the interviews, the Selection Committee will rank the firms and make a recommendation to the Policy Committee.
5. The Policy Committee will authorize negotiations with the top-ranked firm.

4.2 Selection Criteria

The Watonwan Watershed Planning Partnership (WWPP) reserves the right to reject any and all submissions to this RFQ, request clarification, or waive technicalities, if it is deemed in the best interest of the WWPP. The WWPP assumes no responsibility for costs incurred in responding to this RFQ. No fee or cost information should be submitted with the Statement of Qualifications (SOQ).

The WWPP will use the following criteria to evaluate SOQ submissions:

- Evaluation of the general qualifications of the consultant and the primary team members that will be working directly with the WWPP throughout the planning process as described in Section 2.1 of this RFQ.
- Evaluation of the desired qualifications of the consultant as outlined in Section 2.2 of this RFQ.
- The capacity and ability of the consultant to perform the requested work in a timely manner and within the agreed upon budget.
- Evaluation of the consultant's preliminary understanding of the project and what the WWPP desires from this project.
- Evaluation of the consultant's general approach to this project.
- Evaluation of the consultant's past projects with special attention given to projects similar to this project.

The WWPP reserves the right to modify the selection criteria and to ask consultants to submit additional information.

Consultant fees, rates or other financial information should not be included in the response to the RFQ and will not be considered.

Section 5: Statement of Qualifications Submission Requirements

5.1 Statement of Qualifications Contents

Statement of Qualifications (SOQ) submissions to this RFQ should be fully self-contained and display clearly and accurately the capabilities, knowledge, experience, and capacity of the consultant to meet the requirements of this project and RFQ. No fees or costs should be included in the submittal. The submittal should include the sections described below.

Introduction

Provide a letter of introduction stating the business name, address, business type (e.g., corporation, partnership, joint venture). Identify one contact person and his or her address, telephone, and e-mail address. This person shall be the single point of contact on behalf of the submitter organization, responsible for correspondence to and from the organization and the WWPP. The WWPP will send all project-related communications to this contact person.

Authorized representatives of the submitting organization must sign the letter. The letter must certify the truth and correctness of the contents of the SOQ. The letter of introduction shall be limited to one page.

The introduction must also include a table of contents. The table of contents shall be limited to one page.

Experience with Comparable Projects

The WWPP will evaluate the capabilities of the consulting firm to effectively deliver the project. The information required in this section will be used in the qualitative assessment. Preference will be given to firms who have demonstrated satisfactory experience and performance with watershed planning, working with advisory and citizen committees and meeting facilitation.

Provide a list and description of no more than five similar watershed-based planning projects. Links to websites may be provided where the WWPP Selection Committee can review the consultant's work in more detail.

Each project description must include the following information:

1. Name of the project, the project manager's contact information (project manager name, phone number, e-mail address). An alternative contact at the agency that is familiar with the project may be provided if the project manager is not available. The alternative contact must have played a leadership role during the project.
2. A narrative describing the project.
3. Detailed description of the work or services provided.

The WWPP may use the information provided for references.

Project Team and Key Personnel

The qualifications and relevant experience of key personnel to be assigned to the project will be reviewed as part of the qualitative assessment. Preference will be given to firms with key personnel who

have experience with similar projects of similar scale. Experience and qualifications of key personnel with project management, GIS, meeting facilitation and communications should be highlighted.

Provide a description and organizational chart showing the roles of the Project Manager and each individual assigned to this project. Describe the proposed roles and responsibilities of each team member and indicate the estimated percent of time that these individuals will be involved in the project. Provide resumes of key personnel in Appendix A of the SOQ.

Project Management Approach

This information will be used in the qualitative assessment. Preference will be given to firms that demonstrate a clear understanding and familiarity of the project and an approach that will complete the project on schedule and meets the requirements in Section 1.3 of the RFQ.

Financial

Provide information about whether minimum insurance coverage can be provided as recommended by Minnesota Counties Intergovernmental Trust (MCIT) as shown in Appendix C of the RFQ. Information provided will be evaluated on a pass/fail basis.

Appendices

The Appendices shall only contain information relevant to the requested Appendix information in this RFQ. Appendices shall not be used to further enhance a submittal beyond these requirements. The submittal should contain the following Appendices:

- Appendix A – Resumes of Key Personnel. Resumes should not exceed two pages for each person
- Appendix B – Organizational Conflicts of Interest. An Organizational Conflict of Interest means that because of existing or planned activities or because of relationships with other persons:
 1. A consultant or consulting firm is unable or potentially unable to render impartial assistance or advice due to competing duties or loyalties,
 2. A consultant or consulting firm objectivity in carrying out the project is or might be otherwise impaired due to competing duties or loyalties, or
 3. A consultant or consulting firm has an unfair competitive advantage through being furnished unauthorized source selection information or proprietary information that is not available to all competitors, or otherwise has an unfair competitive advantage.

5.2 Statement of Qualifications Format

Page Limit: The maximum page length is 30 pages, excluding appendices. One side of an 8 1/2" x 11" piece of paper equals one page.

Paper size: 8 1/2 x 11 inches

Font: minimum 11-point for text

Margins: 1-inch page margins

The WWPP discourages lengthy narratives containing extraneous information. The WWPP encourages double-sided printing and use of recycled paper.

The front cover of the SOQ should state "Watsonwan Watershed Planning Partnership, Statement of Qualifications", name of the firm, and date of submittal.

Section dividers should only be used to convey the heading of the section and should not be used to supplement or enhance any information included in the submittal (photos, but not photo renderings, on the dividers are acceptable).

5.3 Submittal Details and Procedures

The deadline for SOQ submittals is 3:00 pm CDT, September 18, 2018. SOQs received after the deadline will not be accepted.

Interested consulting firms are required to submit **seven (7)** paper copies and one digital copy (in PDF format).

Paper copies and a digital copy should be mailed or delivered in a sealed envelope or package to:

WATONWAN WATERSHED PLANNING PARTNERSHIP
David Haler, Director
Watonwan County Land Management Office
108 8th Street South Suite #2
St. James, MN 56081

Submitters will receive a confirmation email upon successful delivery to the Watonwan County Land Management Office.

Section 6: Other Procedural Information

6.1 Point of Contact for the RFQ

To allow for receipt of any RFQ addenda or other information regarding this RFQ, each submitter is solely responsible for ensuring that the WWPP contact person for the RFQ, Julie Conrad, has its contact person's name and email address.

Questions and requests for clarification regarding this RFQ must be submitted by email to the WWPP contact person for the RFQ, Julie Conrad. Julie.Conrad@blueearthcountymn.gov Emails should state "RFQ Question" in the subject line.

Ms. Conrad is the sole contact person for questions and requests for clarification regarding the RFQ. Respondents should not rely on any information from any source other than the point of contact. Only written responses from Ms. Conrad should be considered official.

To be considered, all questions and requests for clarification must be received by 3:00 pm, Central Time, on August 31, 2018.

The WWPP will answer questions and requests for clarification and will post the answers within five business days to the Blue Earth County website:

<http://www.blueearthcountymn.gov/WatonwanRFQ>

During the procurement process, commencing with issuance of this RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), the WWPP reserves the right to revise this RFQ at any time before the due date. Such revisions, if any, will be announced by addenda to this RFQ.

6.2 Other Procedures and Conditions

The following procedures and conditions apply:

Right to Modify, Rescind, or Revoke this RFQ. The WWPP reserves the rights to modify, rescind, or revoke this RFQ, in whole or in part, at any time before the date on which an Agreement is executed with the selected consultant.

Compliance with RFQ Requirements. The WWPP, at its sole discretion, may disqualify a submission from a consultant if it determines the submission is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFQ.

Risk of Loss, Damage, Delay. The consultant acknowledges and agrees to release and hold harmless the WWPP, Watonwan County, Watonwan SWCD, Blue Earth County, Blue Earth County SWCD, Brown County, Brown SWCD, Cottonwood County, Cottonwood SWCD, Jackson County, Jackson SWCD, Martin County, and Martin SWCD and their employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorney's fees, arising out of or pursuant to delivery of the consultant's submission or failure to deliver the consultant's submission to the required location as designated in this RFQ.

Ownership of Consultant's Submission. Consultant submissions become the property of the WWPP upon receipt and will be open to public inspection following execution of the Agreement with the selected consultant.

Cost of Participation. The WWPP and its members specifically disclaims responsibility and/or liability for any and all costs, expenses, or claims related to or arising out of the consultant's participation in this RFQ process, including, but not limited to, costs incurred as a result of travel and preparing, copying, shipping, presenting, and/or clarifying the submission and the information relevant to the submission.

References. By submitting a Statement of Qualifications, the consultant hereby authorizes the WWPP to contact references and make such further investigations as may be in the interest of the WWPP.

Section 7: RFQ Timeline

The Statement of Qualifications (SOQ) submission deadline is 3:00 pm, September 18, 2018. The anticipated timeline for selecting a consultant and entering into an Agreement is shown on the following page.

Anticipated Dates 2018	RFQ to Service Agreement Activities
August 20	Release RFQ and solicit responses by invitation
August 31	Deadline for submission of written questions
September 7	Official response to written questions posted
September 18	SOQ submission deadline
September 19 - October 3	Selection Committee reviews SOQs and ranks short list of consultants for interviews and presentations
October 10	Selection Committee interviews selected consultants
October 10 - 16	Selection Committee ranks and recommends consultants to Policy Committee
October 17	Policy Committee approves ranking and authorizes negotiations for Service Agreement
October 17 - November 11	Negotiations with first-ranked, and then second- and third-ranked choices, if needed
November	Policy Committee authorizes Service Agreement
December	Watsonwan County (fiscal agent) signs Service Agreement

EXAMPLE

EXAMPLE

Appendix B – List of Past Watershed Plans and Studies

Watershed Plans for the Watonwan River Watershed
Watonwan River Watershed Restoration and Protection Strategy- PCA (<i>to be completed end of 2018-early 2019</i>)
Watershed Health Assessment Framework- DNR (2015)
Watonwan River Watershed Hydrology, Connectivity, and Geomorphology Assessment Report- DNR (2014)
Watonwan Watershed Monitoring and Assessment Report- PCA (2016)
County Water Management Plans
Water Management Plans- Blue Earth (2017), Brown (2008), Cottonwood (2017), Jackson (2017), Martin (2016)
Martin County Multipurpose Drainage Management Plan (2014)
13-County Area Surface Water Hydrology Atlas- Blue Earth, Brown, Cottonwood, Jackson, Martin, Watonwan (1993)
13- County Geologic Atlas- Blue Earth, Brown, Cottonwood, Jackson, Martin, Watonwan (1991)
Groundwater and Drinking Water Protection
Watonwan River Groundwater Restoration and Protection Strategies (GRAPS)- MDH (<i>to be completed September 2018</i>)
South-Central Minnesota Groundwater Monitoring of the Mt. Simon Aquifer- DNR (2013)
Wellhead Protection Plans- Cities of Mountain Lake, St. James, Truman, Madelia, Darfur, La Salle.
County Geologic Atlas, Part A- Minnesota Geological Survey (Blue Earth 2011, Brown 2016)
County Geologic Atlas, Part B – DNR (Blue Earth 2016)
Fish and Wildlife Habitat
Minnesota Fish Habitat Plan: A Strategic Guidance Document- DNR (2013)
Minnesota Duck Recovery Plan- DNR (2006)
Minnesota Shallow Lakes Program Plan- DNR (2010)
Minnesota Prairie Conservation Plan- DNR (2011)
Minnesota Audubon Society Blueprint for Minnesota Prairie Parkland Region- Audubon Minnesota (2014)
Minnesota Working Lands Initiative- DNR, BWSR (2010)
National Wetland Inventory- USF&WS
Minnesota Pheasant Summit Action Plan - DNR (2015)
Wetlands Restoration Strategy for Minnesota -DNR, DOT, BWSR, MDA, PCA (2009)
Minnesota Restorable Depressional Wetland Inventory - USF&WS
Sentinel Lake Assessment Report - DNR (Saint James Lake 2011)
State Plans
Final Report: Collaborative for Sediment Source Reduction: Greater Blue Earth River Basin- PCA, MDA, MAWRC (2016)
Sediment Reduction Strategy for the Minnesota River Basin and South Metro Mississippi River- PCA (2015)
Minnesota Nutrient Reduction Strategy- PCA (2014)
Nitrogen in Minnesota Surface Waters: Conditions, Trends, Sources, and Reductions - PCA (2013)
Blue Earth River Basin Fecal Coliform TMDL - PCA (2007)
Greater Blue Earth Basin Turbidity TMDL- PCA (<i>In progress</i>)
Minnesota River Turbidity TMDL- PCA (<i>draft</i>)
Field to Stream: Managing Water in Rural Landscapes- University of Minnesota Extension (2015)

Appendix C – Minimum Insurance Coverage and Liability Limits

Minnesota Counties Intergovernmental Trust Minimum Recommendations Checklist of Coverage(s) and Liability Limits for Independent Contractors

The following are general minimum recommendations for coverage(s) and liability. There may be additional requirements.

Certificate of Insurance

At the time the agreement is executed, the contractor will furnish an original Certificate of Insurance as evidence of required coverage, showing coverage meets liability limits for the independent contractor. This should arrive before work commences.

Minimum Coverage Limits

Commercial General Liability Coverage

The minimum limits of liability should be:

- \$1.5 million each occurrence
- \$3 million general aggregate
- \$3 million products and completed operations aggregate

The policy should be written on an occurrence basis, not a claims-made basis.

Auto Liability Coverage

- The minimum limits of liability should be \$1.5 million on a combined single limit basis
- Auto coverage should include any auto, including hired and nonowned

Worker's Compensation and Employers Liability Coverage

Workers' compensation limits are to statutory per applicable state and federal laws. Employer's liability coverage with minimum limits of:

- Bodily injury by accident \$500,000 each accident
- Bodily injury by disease: \$500,000 each employee
- Body injury by disease: \$500,000 policy limit

Professional Liability Coverage

Minimum liability limits should be

- \$2 million per wrongful act or occurrence
- \$4 million annual aggregate level 1