

REPORT / RECOMMENDATION



To: MAYOR AND CITY COUNCIL

Agenda Item #: IV. G.

From: Wayne D. Houle, PE, Director of Engineering

Action

Discussion

Date: June 4, 2013

Information

Subject: Engineering Services - Public Engagement and Preliminary Engineering Services for 54th St W and Arden Park Area Stormwater Management Plan

Action Requested:

Authorize City Manager to sign attached proposal for Engineering Services and also attached master agreement with SEH, Inc.

Information / Background:

The 54th St W roadway from Wooddale Ave to France Ave and the bridge over Minnehaha Creek is programmed for reconstruction for 2014. When preparing the request for proposal for engineering services for this project staff realized that the storm water for this area needs to also be studied. Storm water drainage encompasses an area from 50th St W on the north, France Ave on the east and 54th St on the south. Potential future projects within this drainage area include local roadway projects, improvements within Arden Park, and potential improvements within the 50th and France business area. This project will analyze the storm water challenges then will develop an overall storm water management plan, while also providing a preliminary design for the 54th St W roadway and bridge project. The project includes a very robust public engagement process.

Staff sent out request for proposals to five firms. Staff from Park & Recreation, Economic Development, and Engineering, as well as staff from Minnehaha Creek Watershed District reviewed the proposals and interviewed the top three firms. The firms were reviewed for understanding the project, public engagement process, storm water management plan understanding, past experience, project team and cost. The review team determined that all of the firms have the ability to engineer the project but SEH was a step above in their proposed approach due to the public engagement portion of the project. SEH is proposing to team up with Carroll, Franck, and Associates, who will design and deliver an authentic, transparent public engagement process.

The fee for this portion of the project is \$89,922.00. This project is listed in the 2013 CIP as Project #'s PVV-01-012 (\$150,000) and PVV-05-003 (\$180,000), which appropriated \$330,000 for planning and design services.

Staff is also including an updated Master Agreement for Professional Engineering Services that our City attorney and SEH's attorney have prepared.

Attachments:

- SEH Proposal Letter Dated June 4, 2013
- Master Agreement for Professional Engineering Services with SEH – June 4, 2013

- Engineering Proposal for Public Engagement and Preliminary Engineering Services for 54th St W and Arden Park Area Stormwater Management Plan.



SUPPLEMENTAL LETTER AGREEMENT

June 4, 2013

RE: City of Edina
Public Engagement and Preliminary
Engineering Services for 54th Street and
Arden Park Area Stormwater
Management Plan
SEH No. P-EDINA 124251 10.00

Mr. Wayne D. Houle, PE
Director of Engineering
City of Edina - Engineering Department
7450 Metro Boulevard
Edina, MN 55439

Dear Mr. Houle:

The City of Edina is for living, learning, raising families, and doing business; for at least 30 years SEH has supported the City's daily attainment of this mission.

During the years we have served the City, the City has changed. What matters from those changes is what was learned. Your request for proposal includes piloting a public engagement process and living streets guidelines. These pilots tell us the City continues to work very hard on a refining its understanding of what's important to its residents and their expectations. We offer the City a fantastic approach and team to help move to this next level.

Our team features SEH's proven expertise in the City combined with the very unique services of Carroll, Franck & Associates (CFA). CFA's Anne Carroll designs and delivers authentic, transparent public engagement processes, bringing underrepresented and unheard voices to the table; SEH's project manager Paul Pasko keeps our entire team committed to its approach that comprehensively integrates the disciplines of stakeholder engagement, planning and sustainability, and engineering.

We will provide our services in accordance with our Master Agreement for Professional Engineering Services dated June 4, 2013, herein called the Agreement. We have enclosed our detailed proposal that includes our approach, narrative/work plan, timeline, background, and detailed cost breakdown calculating our not-to-exceed fee of \$89,222.00. Our not-to-exceed fee includes reimbursable expenses. If the City accepts this Supplemental Letter Agreement, we will bill the City monthly on an hourly basis for services, expenses, and equipment.

This Supplemental Letter Agreement, proposal, and the Agreement represent the entire understanding between the City of Edina and the SEH in respect to the project and may only be modified in writing if signed by both parties. As always, please contact me at 952.912.2611 or ppasko@sehinc.com with questions or comments.

Mr. Wayne D. Houle, PE
June 4, 2013
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We're speechless about being asked to help the City meet its objectives through this project, except for two little words: thank you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Paul J. Pasko III, PE
Project Manager and Client Service Manager

pjp3

Enclosure

c: Anne Carroll, Carroll, Franck & Associates
Toby Muse, SEH

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Accepted on this ___ day of _____, 2013

City of Edina, Minnesota

By: _____
Name

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

AGREEMENT made between the **CITY OF EDINA**, a Minnesota municipal corporation, hereinafter called the "OWNER", and **SHORT ELLIOTT HENDRICKSON, INC.**, hereinafter called the "ENGINEER". OWNER intends to secure professional ENGINEERING services, according to the terms of this Agreement dated June 4, 2013.

1. SUPPLEMENTAL AGREEMENT

OWNER intends to secure professional consulting engineering, architectural, planning and/or land survey services on an ongoing basis for general City services and multiple projects, according to the terms of this agreement. OWNER and ENGINEER shall enter into project specific supplemental agreements. This Master Agreement shall be deemed incorporated into the Supplemental Agreements unless a Supplemental Agreement specifically provides that it is not incorporated. If there is a conflict between the terms of the Supplemental Agreement and the Master Agreement, the terms of the Master Agreement shall control unless the Supplemental Agreement specifically provides that despite the conflict the terms of the Supplemental Agreement apply.

2. PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

2.1 STUDY AND REPORT PHASE / FEASIBILITY REPORT

2.1.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project, review available data and attend necessary meetings and be available for general consultation.

2.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 4, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.1.4. Provide analyses of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.1.5. Provide a general economic analysis of OWNER'S requirements applicable to various alternatives.

2.1.6. The ENGINEER shall conduct and prepare preliminary studies, layouts, sketches, preliminary field work, preliminary cost estimates, estimates of assessment rates, and shall assist the OWNER in obtaining required subsurface investigations as required for the preparation of the

Feasibility Reports. The Feasibility Reports shall conform to the requirements of Minn. Stat. Chapter 429 if the cost of the project may be assessed in whole or part. The report shall contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER'S findings and recommendations. This Report will be accompanied by ENGINEER'S opinion of probable costs for the Project, including the following which will be separately itemized: construction cost and indirect cost consisting of engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER. The total of all construction and indirect costs are hereinafter called "Total Project Costs".

2.1.7. Furnish five (5) printed copies of the Study and Report documents and one (1) electronic file and review them in person with OWNER.

2.1.8. The ENGINEER shall assist with presenting the Feasibility Reports to the proper reviewing agencies and to the City Council. The ENGINEER shall appear at the public hearing to present the information.

2.2 PRELIMINARY DESIGN PHASE

2.2.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project; attend necessary meetings and be available for general consultation.

2.2.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.3. Advise OWNER if additional data or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such data and services.

2.2.4. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs.

2.2.5. Furnish preliminary legal descriptions and exhibits for all permanent and temporary easements anticipated to construct the Project.

2.2.6. Furnish three (3) copies of the above Preliminary Report documents and one (1) electronic copy and present and review them in person with OWNER

2.3 FINAL DESIGN PHASE

2.3.1. On the basis of the accepted Preliminary Report documents, the City's design standards, and the revised opinion of probable Total Project Costs prepare for incorporation in the

Bidding Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Plans") and Specifications.

2.3.2. Provide technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. The ENGINEER shall submit all applications and easement descriptions to the appropriate agencies and submit copies to the OWNER.

2.3.3. Provide legal descriptions and exhibits for all easements, property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work.

2.3.4. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Plans and Specifications.

2.3.5. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.6. Attend necessary hearings and meetings and be available for general consultation.

2.3.7. Furnish three (3) copies of the above documents and of the Plans and Specifications and present and review them in person with OWNER.

2.3.8. The ENGINEER shall furnish one copy of all design calculations as requested by OWNER.

2.4 BIDDING OR NEGOTIATING PHASE

2.4.1. The ENGINEER shall prepare and forward the Advertisement for Bids to the designated publications, official newspaper and the OWNER. The ENGINEER shall supply up to thirty (30) sets of full size final Plans and Specifications for use in obtaining bids and submitting for general review. The ENGINEER shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid meetings and receive and process deposits for Bidding Documents.

2.4.2. Prepare Contract Documents.

2.4.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.4. Consult with and advise OWNER as to the acceptability of the prime contractor and subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s)

(herein called "Contractor(s)") for the portions of the work where acceptability is required by the Bidding Documents.

2.4.5. Consult with and advise OWNER concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

2.4.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bidder qualifications and recommendations on bids, and in assembling and awarding contracts for construction, materials, equipment and services.

2.5 CONSTRUCTION PHASE

2.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of Owner to the extent provided in the General Conditions except as otherwise provided in writing. The General Conditions shall not be modified without the written agreement of the OWNER.

2.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, if requested by OWNER, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

2.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.

2.5.2.3. The purpose of the ENGINEER'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER'S efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been

implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work, nor shall ENGINEER have control or charge of and shall not be responsible for the Contractor(s)' means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2.5.2.4. If ENGINEER observes or otherwise becomes aware of defects or deficiencies in the work, or nonconformance to the Contract Documents, ENGINEER shall promptly give written notice thereof to OWNER.

2.5.3. Defective Work. During such visits and on the basis of such observation, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.5.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required for OWNER'S approval.

2.5.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

2.5.7. Inspections and Tests. ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). ENGINEER shall be entitled to rely on the results of such tests.

2.5.8. ENGINEER shall respond to all written claims submitted by Contractor in a timely fashion. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.5.9. Applications for Payment. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts and the OWNER shall verify the amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payment will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose on ENGINEER responsibility to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of insurance, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates on inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

2.5.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

2.5.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractors' or suppliers' agents or employees of any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.5.1 through 2.5.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

2.6 OPERATIONAL PHASE

2.6.1. Provide assistance in the closing of any financial or related transaction for the Project.

2.6.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.3. Assist OWNER in training OWNER'S staff to operate and maintain the Project. Extensive training shall be mutually agreed upon within the Supplemental Agreement as Additional Services as defined in Section 3 of this agreement.

2.6.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.5. Within ninety (90) days after completion of a Project, prepare a set of reproducible record prints of Drawings and an electronic version that satisfy the City of Edina Record Drawing requirements, attached hereto, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considered significant. ENGINEER will not be responsible for any errors or omissions in the information provided by Contractor that is incorporated in the record drawings and record documents. Final payment will be made only after record drawings are received by the OWNER

2.6.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.6.7. Assist OWNER in preparation of assessment roll for City improvement projects, and attend assessment hearings.

3. ADDITIONAL PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

3.1 SERVICES REQUIRING ADVANCE AUTHORIZATION. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.12, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement or Work Order and will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Field Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished to OWNER by others.

3.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER'S control.

3.1.4. Providing renderings or models for OWNER'S use.

3.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

3.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing; assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 4.4.

3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER'S office.

3.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 2.4.

3.1.10. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

3.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless the ENGINEER is a defendant (except for assistance in consultations which is included as part of Basic Services.

3.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 4, and services not otherwise provided for in this Agreement.

3.2 SERVICES NOT REQUIRING ADVANCE AUTHORIZATION. When required by the Contract Documents in circumstances beyond ENGINEER'S control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services listed in paragraphs 3.2.1 through 3.2.5, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER.

3.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.2.2. Services in making revisions to Plans and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award to each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or

neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial use of any part of the Project by OWNER prior to Substantial Completion.

4. OWNER'S PUBLIC IMPROVEMENT PROJECT RESPONSIBILITIES. OWNER shall do the following:

4.1 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement, such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

4.2 Provide criteria and information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of design and construction standards OWNER will require to be included in the Plans and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4 Furnish to ENGINEER as required for performance of ENGINEER'S Basic Services except to the extent provided otherwise by attached amendment, the following:

4.4.1. Data prepared by or services of others, including without limitation, borings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

4.4.2. Appropriate professional interpretations of all the foregoing;

4.4.3. Environmental assessment and impact statements, if needed;

4.4.4. Property, boundary, easement, right-of-way, topographic and utility surveys;

4.4.5. Property descriptions; and

4.4.6. Zoning, deed and other land use restrictions;

All of which ENGINEER may use and rely upon in performing services under this Agreement.

4.5 Provide engineering surveys or authorize ENGINEER to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

4.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER. Obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.8 Prepare applications and provide support for approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

4.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in a supplemental agreement.

4.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.12 Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

4.13 Attend the pre-bid meeting, bid opening, pre-construction meetings, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect or nonconformance in the work of any Contractor.

4.15 Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.16 Require all Private Utilities with facilities in the OWNER'S right of way to:

- (a) Locate and mark said utilities upon request;

- (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work;
- (c) Submit a schedule of the necessary relocation/protection activities to the OWNER for review.

4.17 Bear all costs incident to compliance with the requirements of this Section 4.

5. PERIODS OF PROJECT SERVICE

5.1 The provisions of Section 6 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2 The services called for in the Study and Report Phase will be completed and the Report submitted within the agreed period after written authorization to proceed with that phase of services which will be given by OWNER.

5.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the agreed period.

5.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the agreed period.

5.5 ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase, and Final Design Phase, shall each be considered complete when the submissions for that phase have been accepted by OWNER.

5.6 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

5.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed.

Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

5.8 The Operational Phase will commence during the Construction Phase and will terminate upon the last of the following events: (1) one year after the date of Substantial Completion, as defined in the Contract Documents, if the last prime contract for construction, materials and equipment on which substantial completion is achieved; (2) after final payment to the Contractor(s); (3) after all known issues have been satisfactorily resolved.

5.9 If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services shall be adjusted equitably.

5.10 OWNER shall give prompt authorization to proceed or not proceed with any phase of services after completion of the immediately preceding phase.

5.11 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

6. PAYMENTS TO ENGINEER

6.1 PAYMENT. For Project services, ENGINEER will be paid in accordance with the Supplemental Agreement between the parties for the Project.

6.2 OTHER PROVISIONS CONCERNING PAYMENTS.

6.2.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty five (35) days after receipt of ENGINEER'S statement therefor, the amounts due ENGINEER will be increased at the rate of one-half percent (1/2%) per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.2.2. In the event of termination by OWNER under paragraph 8.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services actually and necessarily rendered during that phase by ENGINEER'S principals and employees engaged directly on the Project, on the basis of ENGINEER'S Hourly Costs based upon the fee schedule on file with the City.

In the event of any such termination, ENGINEER also will be reimbursed for the reasonable charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid reimbursables.

6.2.3. Records of ENGINEER'S time pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER'S services.

6.2.4. ENGINEER shall comply with Minnesota Statute § 471.425. ENGINEER must pay Subcontractor for all undisputed services provided by Subcontractor within ten (10) days of ENGINEER'S receipt of payment from OWNER. ENGINEER must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100) or more is Ten Dollars (\$10).

7. CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include indirect costs such as ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraph 4. (Construction Cost is one of the items comprising Total Project Cost which is defined in paragraph 2.2.6).

7.2 OPINIONS OF COST. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

8. GENERAL

8.1 INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding

amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

8.2 TERMINATION. OWNER may terminate this Agreement and any Supplemental Agreement without cause by written notice delivered to the ENGINEER. Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the OWNER terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the OWNER may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the OWNER incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

8.3 DOCUMENTS. All documents including Plans and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and the OWNER will be provided with information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk. If the OWNER or ENGINEER terminates this Agreement, copies of all files, records, and drawings in ENGINEER'S possession relating to service performance for OWNER shall be turned over to OWNER without cost to OWNER.

8.4 MINNESOTA GOVERNMENT DATA PRACTICES ACT. The ENGINEER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the ENGINEER pursuant to this Agreement. The ENGINEER is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the ENGINEER receives a request to release data, the ENGINEER must immediately notify the OWNER. The OWNER will give the ENGINEER instructions concerning the release of the data to the requesting party before the data is released. ENGINEER agrees to defend, indemnify, and hold the OWNER, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from ENGINEER'S officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8.5 INSURANCE

8.5.1. ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Acts, automobile liability, and from claims for

bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The OWNER shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

8.5.2. Professional Liability Insurance. The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the OWNER, in the insured's capacity as ENGINEER, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$50,000 unless the OWNER agrees to a high deductible.

8.5.3. Before commencing work the ENGINEER shall provide the OWNER a certificate of insurance evidencing the required insurance coverage in a form acceptable to OWNER. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the OWNER has received written notice of the insurer's intention of cancel this insurance.

8.6 INDEMNIFICATION. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold OWNER harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by ENGINEER's acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the ENGINEER is liable.

8.7 PROFESSIONAL STANDARDS. ENGINEER shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. ENGINEER shall comply with applicable laws, statutes, ordinances, and regulations and the OWNER's mandated standards that OWNER has provided ENGINEER in writing. OWNER shall not be responsible for discovering deficiencies in the accuracy of ENGINEER'S services.

8.8 NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to give any rights to anyone other than OWNER and ENGINEER.

8.9 CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the Hennepin County District Court.

8.10 SUCCESSORS AND ASSIGNS

8.10.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party, to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

8.10.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

8.10.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and ENGINEER and not for the benefit of any other party.

8.11 PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. §471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of the month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.12 COPYRIGHT/PATENT INFRINGEMENT. ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, Drawings or Specifications supplied by it, and it shall hold harmless the OWNER from loss or damage resulting there from.

8.13 NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

8.14 SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.15 SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.16 WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

9. PRIOR AGREEMENT

This Agreement supersedes all prior written and oral contracts and agreements except for the following: General Engineering Services Project, West 70th Street/Final Landscape Design/Construction Project, Minnehaha Woods Neighborhood Sewer, Water and Street Reconstruction Project, Veterans Memorial Project, Richmond Hills Park Roadway Improvements Project, Antenna Projects, and Normandale Street Reconstruction Project.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF EDINA

SHORT ELLIOTT HENDRICKSON, INC.

BY: _____
Its Mayor

BY:  _____
Its Senior Vice-President

AND _____
Its City Manager

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Paul J. Pasko III, PE
Short Elliott Hendrickson Inc.
10901 Red Circle Drive, Suite 300
Minnetonka, MN 55343



Proposal for

**Public Engagement and
Preliminary Engineering Services
for 54th Street and Arden Park Area
Stormwater Management Plan**

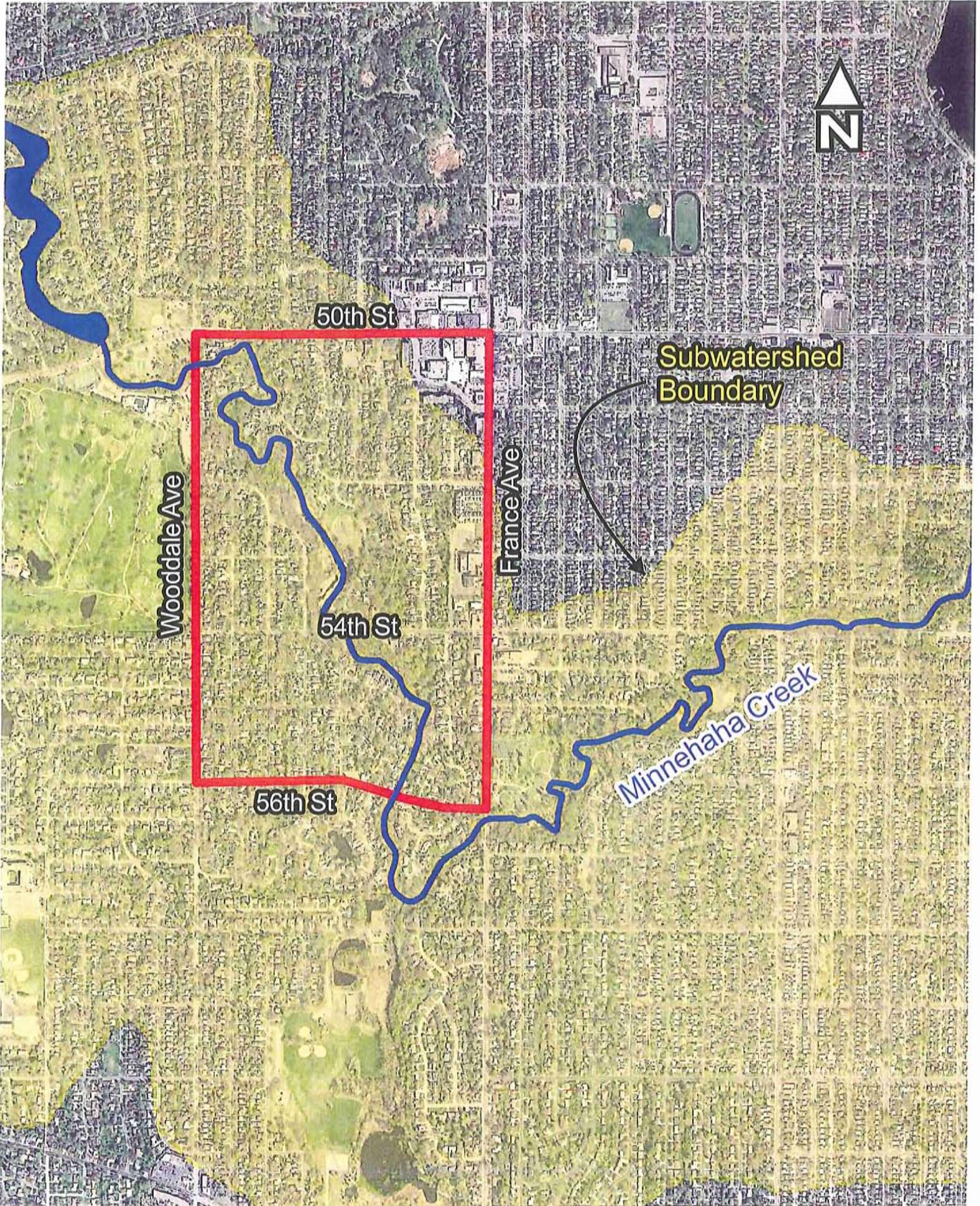
City of Edina, Minnesota

May 14, 2013



Building a Better World
for All of Us™





50th St

Subwatershed
Boundary

Wooddale Ave

France Ave

54th St

56th St

Minnehaha Creek



Building a Better World
for All of Us™

May 14, 2013

Mr. Wayne D. Houle, PE
Director of Engineering
City of Edina-Engineering Department
7450 Metro Boulevard
Edina, MN 55439

RE: City of Edina
Public Engagement and Preliminary Engineering
Services for 54th Street and Arden Park Area
Stormwater Management Plan
SEH No. P-EDINA 124251

Dear Mr. Houle:

The City of Edina is for living, learning, raising families, and doing business; for at least 30 years SEH has supported the City's daily attainment of this mission.

During the years we have served the City, the City has changed. What matters from those changes is what was learned. Your request for proposal includes piloting a public engagement process and living streets guidelines. These pilots tell us the City continues to work very hard on a refining its understanding of what's important to its residents and their expectations. We offer the City a fantastic approach and team to help move to this next level.

Our team features SEH's proven expertise in the City combined with the very unique services of Carroll, Franck & Associates (CFA). CFA's Anne Carroll designs and delivers authentic, transparent public engagement processes, bringing underrepresented and unheard voices to the table; SEH's project manager Paul Pasko keeps our entire team committed to its approach that comprehensively integrates the disciplines of stakeholder engagement, planning and sustainability, and engineering.

We're speechless about being asked to help the City meet its objectives through this project, except for two little words: thank you.

Sincerely,

A handwritten signature in black ink that reads "Paul J. Pasko III".

Paul J. Pasko III, PE
Project Manager and Client Service Manager

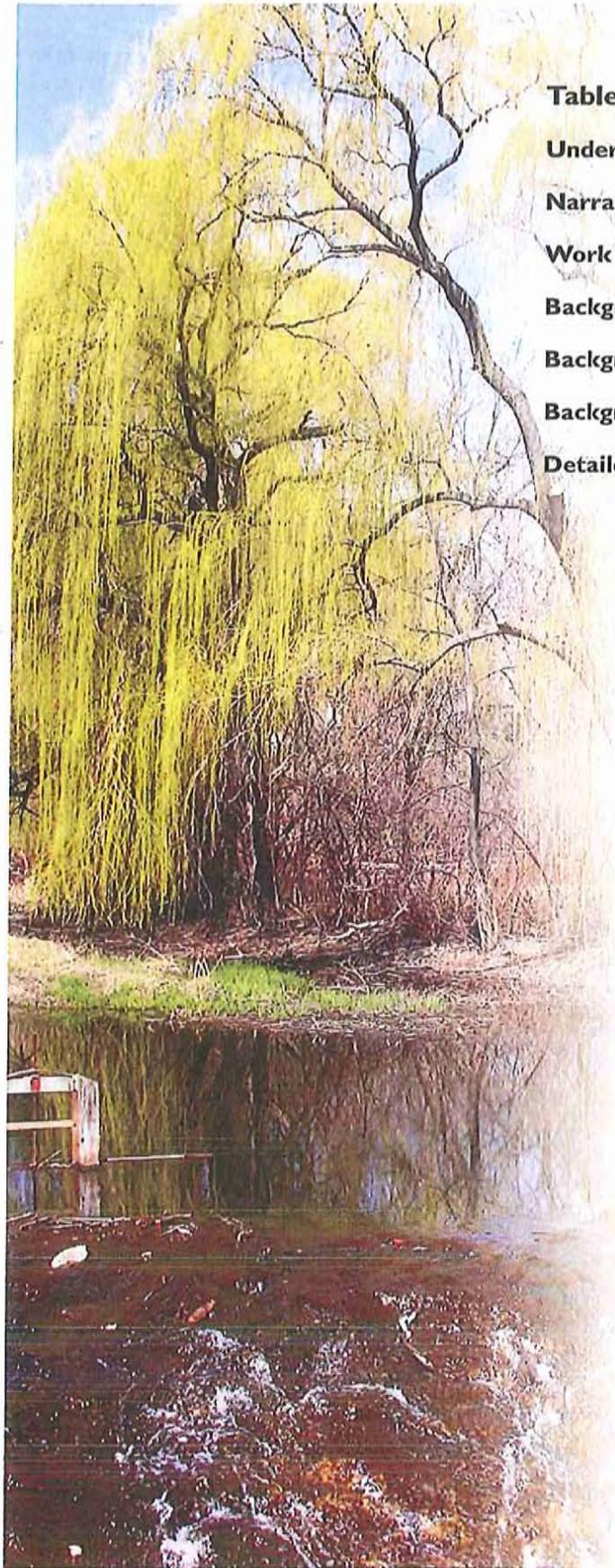


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Understanding/Approach

Community infrastructure projects have never been more complex than they are today. Even when the technical need is irrefutable, many projects in fully built neighborhoods carry high price tags, cause disruption, require widely varied expertise, and face vigorous neighborhood contest – for which most cities and consulting firms are simply not prepared. This project illustrates that messy constellation of challenges and opportunities, for which we have brought together a diverse, multidisciplinary team poised to serve Edina with an innovative, collaborative, and integrated approach.

Rehabilitating an aging 54th Street allows reimagining and renewing 54th Street’s key transportation infrastructure and a variety of environmental infrastructure in the Minnehaha Creek subwatershed. With this infrastructure comes an equal opportunity to provide meaningful stakeholder engagement. Our engagement will help participants understand project parameters and reach consensus on sustainable infrastructure improvements.

If achieving this balance results in the City providing expanded services, then the services must have a reasonable cost. If the balance results in a plan to guide future environmental improvements, that plan must be consistent with the expectations of not just affected neighborhoods, but the broader community including Minnehaha Creek Watershed District (MCWD). The plan must be integral enough to guide the reconstruction of 54th Street and upcoming neighborhood street reconstruction and potential future redevelopment projects.

A typical approach to a project like this closely coordinates technical and engagement work, for example the technical team usually provides the engagement team with key information for public meetings. The triple helix graphic below shows that SEH will ratchet the typical approach up an order of magnitude by comprehensively integrating the technical and engagement project disciplines while also adding a planning and sustainability discipline.



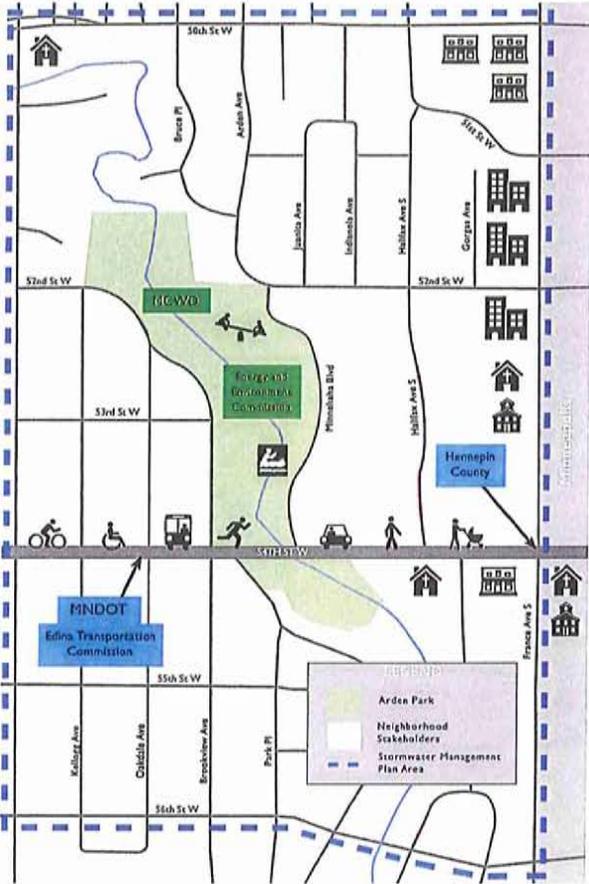
staff, City commissions, and partners like MCWD bring extensive technical and design expertise, we understand that we do not speak for community stakeholders.

Our Work Plan is therefore built around internationally recognized engagement principles and values: We set clear goals and make only the promises we know we can keep, provide technical information and context at a level so participants can meaningfully contribute, create authentic spaces and listen to diverse voices, and collaboratively explore rigorously defined scenarios that weave together community needs, technical requirements, and stakeholder priorities. Day by day, together we build broad, informed, and durable consensus.



Our triple helix illustrates our commitment throughout this project to the core of our approach; the integration of stakeholder engagement, planning and sustainability, and engineering disciplines. Sharing the core of this approach is respect and humility and resistance to the urge to present detailed design too soon. While our SEH team, City

The City of Edina has long supported sustainability principles to create a safer, more livable, and welcoming transportation network and community for everyone. In the context of this project, ‘everyone’ is shown in the preliminary stakeholder map below.



The City has moved to action through efforts such as multimodal transportation, street vitality, Green Steps, Fit City, and do.Edina. Our approach honors this commitment by infusing new Living Streets guidelines and principles, nationally recognized Envision sustainability evaluation, and leading-edge water resource options into our highly interactive stakeholder engagement, inclusive 54th Street redesign, and innovative Arden Park Stormwater Management Plan.

Living Streets Guidelines and Principles

Together with staff, key partners, and stakeholders, we will define a reasonable balance for the West 54th Street corridor. The street is a collector traveling through a primarily residential neighborhood. It is one of few Minnehaha Creek crossings and provides direct driveway access to residents. Recognizing the scope of State Aid design standards, Living Streets

principles, the new bicycle facilities, and an established neighborhood makes it challenging to balance the needs of adjacent residents, area mothers with jogging strollers headed to Arden Park, Route 6 Metro Transit bus users, and church members needing on-street parking.

These varied and sometimes conflicting stakeholder perspectives and preferences within the regulatory context make our team’s transparent, integrated, and iterative approach essential for success. We won’t be designing the typical large-scale meetings where people shout out their personal positions and are completely disconnected from policies, community needs, and their neighbors’ ideas and interests.

We will design engagement opportunities for stakeholders to respectfully explore preferences and options with their associated implications and tradeoffs, and in the context of Living Streets. For example, people may support Living Streets policies that prioritize vulnerable users such as children -- until they learn that the sidewalks needed to accomplish that would take out the driveways and retaining walls their neighbors have built in the City’s right-of-way. Our well-designed and facilitated engagement, clear understanding of Living Streets and innovative design principles, and tailored tools and techniques will help stakeholders understand the full range of issues and perspectives, and move toward consensus.



Envision: Sustainability Evaluation

SEH is a charter member of the Institute for Sustainable Infrastructure’s Envision rating system. This unique new framework unites over 900 sector-specific systems into a comprehensive tool to evaluate and rate the community, environmental, and economic benefits of infrastructure projects. It was developed jointly by APWA, ACEC, and ASCE in partnership with Harvard University’s Zofnass Program for Sustainable Infrastructure.

Our SEH team's certified Envision Sustainability Professional will guide our use of this tool, integrating programs and policies such as Living Streets, sustainability principles, and Green Steps into this important project.

60 Credits in 5 Categories

	QUALITY OF LIFE	Purpose, Community, Wellbeing
	LEADERSHIP	Collaboration, Management, Planning
	RESOURCE ALLOCATION	Materials, Energy, Water
	NATURAL WORLD	Siting, Land & Water, Biodiversity
	CLIMATE AND RISK	Emission, Resilience

The Envision system supports transformational, collaborative approaches that promote sustainable infrastructure development using a lifecycle approach. For each credit in the five categories, points are earned based on the level of achievement. As both an educational and planning tool, Envision helps project teams and communities understand the issues and opportunities for all aspects of infrastructure planning.

Like our overall integrated approach, Envision will be a valuable tool at every step of this project. It will help our team, City staff, and key partners agree on sustainability terms and principles, and ensure consistent and clear communications and stakeholder engagement around sustainability. After we jointly refine the Envision credits for this project, we will use the tool to educate and engage stakeholders on sustainability principles so they can identify important aspects of the project that critically impact their quality of life and environment. As we move into preliminary scenarios, the Envision tool allows stakeholders and the project team to compare the full range of "triple bottom line" impacts for each using a more objective assessment and balancing community, environmental, and economic factors. And as both technical staff and stakeholders are working from the same tool, Envision provides a clear framework for the preliminary design to incorporate the community's values into the project.

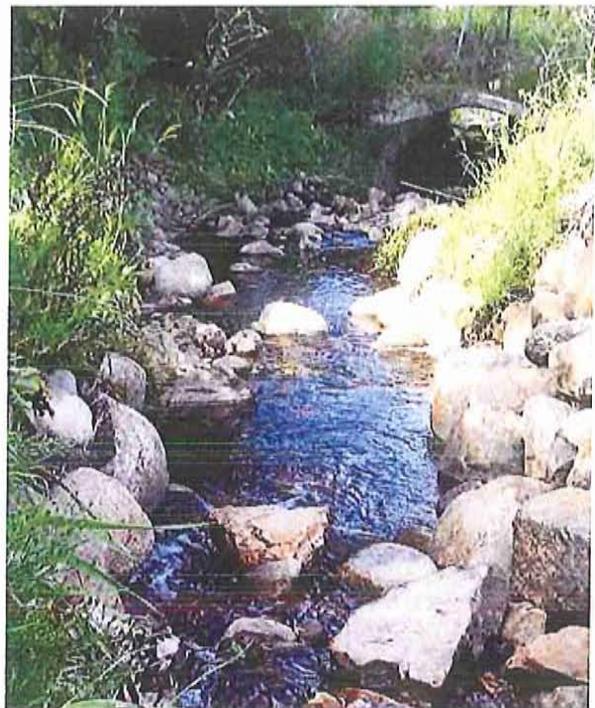
Finally, for this pilot engagement effort, stakeholders could use the Envision tool as a visual scorecard or checklist to quickly and consistently assess how the project is progressing.

Leading-edge Water Resource Options

Edina's sustainability commitments and the current status of the Creek demand a more inclusive and integrated approach to stormwater management. This stretch of Minnehaha Creek is impaired for chloride, fecal coliform, dissolved oxygen, and fish bioassessments, which threaten aquatic life and recreational uses.

Our approach for developing a plan to guide future stormwater and ecological enhancements in the project area and the Minnehaha Creek corridor models our uniquely integrated and transparent process. Our engagement design combines input from project stakeholders on current topics with educational information on the regulatory need and basis for stormwater management -- and weaves issues together with the Envision sustainability evaluation. Our iterative, scenario-based process assures technical coherence and regulatory alignment while supporting genuine stakeholder exploration of priorities, ideas, and alternatives to meet expectations and requirements.

Our collaborative and closely integrated approach means we will work with the City, the MCWD as a key partner, and community stakeholders to develop an innovative and consensus-based stormwater plan. We will include details of how treatment credits throughout the study apply to a given project and how excess credits could be applied to future projects.





IAP2 Core Values for the Practice of Public Participation

1. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.

www.iap2.org

Narrative/Work Plan

This Work Plan describes our team's commitment to a fully integrated, inclusive, and consensus-based approach.

I.0. Set Parameters | Write Stakeholder Engagement Plan

Define project's broad engagement parameters, shape the stakeholder engagement design, collect critical technical data, and position important initial communications to stakeholders. Consensus established here is fundamental to meaningfully engaging stakeholders.

I.1. Set Project Parameters

Set project parameters via a workshop with lead City staff, City commission members, and key partners (such as MCWD) that will include the following:

- Define technical and community parameters underlying the infrastructure.
 - Include parameters such as, but not limited to, improving creek water quality, increasing access to the creek and park, City pavement evaluation for 54th Street, the commitment to living streets, presence of the City well, opportunities to loop the water main, Municipal State Aid (MSA) street design requirements, sustainability goals, and funding sources.
 - Integrated within the workshop is reaching agreement on Edina's parameters for this pilot stakeholder engagement.
- Determine engagement goals.
 - Use International Association for Public Participation's IAP2 Public Participation Spectrum to determine overall engagement goals and "promise to the public" for this pilot engagement effort.
 - Agree on the core values underpinning our engagement work (see sidebar on left).
- Refine stakeholders.
 - Building from the sample stakeholders listed in the RFP, we will identify all key stakeholders and partners to share information and gather information, input, and feedback.
 - Agree on stakeholders and differentiate within sets of stakeholders; not all stakeholders have the same "stake" in all elements of this project, and the breadth and depth of engagement varies by stakeholder group.
- Identify key topics for communications and engagement: Decide on topics for which we need to provide information and on which we are – and are not – seeking input. For example, it is disingenuous to ask for "input" on MSA standards. Our commitment to transparency means we will be clear on the project's parameters and focus, support engagement on those, and after a certain point redirect input on other topics.

- **Customize sustainability tool:** Using our team’s certified Envision sustainability professional, identify applicable sustainability credits within the five categories (see summary figure on page 4) relevant to project parameters, engagement goals, identified users, and key topics.
- **Determine core communications tools:** Great communications are central to any authentic engagement and even more critical for this pilot, so we will identify this project’s core and supplemental communications tools. Examples of likely tools include the City’s project website, City Extra, project-specific blog on the City’s website, Facebook, Twitter, periodic features in the community paper, and items in local/partner publications.



1.2. Prepare Stakeholder Engagement Plan (SEP)

The parameters we established in the workshop form the foundation for a robust SEP for this pilot engagement process. As the process roadmap, the SEP describes each set of stakeholders, plans to successfully engage them, responsibilities, schedule, and status. As a “living” document it allows for detours, so we will regularly update and refine it to meet evolving needs, and make the summary schedule widely available to support participation.

1.3. Collect and Review Existing Data

Collect and review existing data from City and MCWD to ensure that all stakeholder engagement and technical analyses are aligned and fully informed.

Examples of traditional and innovative tools and techniques grouped by objective:

Objective: Generate ideas and gather input on broad questions from individuals.

- **Intercept surveys** are an excellent and fun way to quickly gather relevant and substantive input as well as basic demographics in a way that appeals to participants; these 3-4 minute surveys are easy to run with a host of trained volunteers or college students at community gathering spots, parks, and community events
- **Surveys** on paper, in-person, by phone, and web-based allow large numbers of individuals to generate ideas, react or respond generally to options or alternatives, and identify missing information or resources
- **Social media** provides a platform to share outbound information and identify emerging issues or questions; for this project, mainstream tools such as Facebook and Twitter would allow appropriate content oversight
- In-person, video, and audio/phone interviews are useful ways to gather detailed information, perspectives, and priorities

Objective: Generate ideas and gather input on broad questions from groups.

- **Community events and gatherings:** Working with local partners, these allow us to quickly and cost-effectively share information and gather input from large numbers of stakeholders
- **Open space formats** include stations for participants to get information, look at alternatives, provide written or oral input, and discuss issues or concerns; standalone events or with community sessions
- **Focus groups** allow small groups of people over 2-3 hours to better understand diverse perspectives, advance content or process, resolve confusion, identify themes, develop scenarios, and move toward consensus
- **Community information sessions:** These widely publicized and larger-scale events are typically cohosted with key partners. Used to share information; present summary input, common themes, and points of divergence; and gather input or feedback. Various techniques are embedded such as open-space/stations with staff, storytelling booths, intercept or online surveys, presentations, etc.; used singly or in clusters.

Objective: Explore options, examine alternatives, deepen understanding, move toward consensus, develop recommendations, or make decisions.

- **Study sessions:** These hybrids help meet stakeholders’ unique needs; small groups dig deeply into a specific topic, small number of options, or particular needs in one or more 2-3 hour sessions
- **Workshops:** These smaller-group, multi-hour sessions allow selected participants to tackle complex issues or challenges, develop options or alternatives, bridge differences, develop drafts, or reach consensus
- **Charettes:** These heavily visual, collaborative events bring stakeholders together in one or more intensive work sessions to develop plans, deeply examine alternatives and options, and move toward consensus; charettes are often a full-day or more and may have multiple, iterative sessions

2.0. Tell the Story | Gather Issues

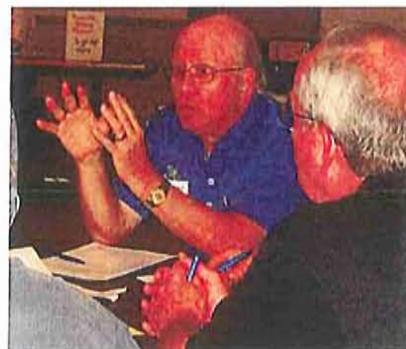
2.1. Tell the Story

A thoughtful set of stakeholder communications serves as a “soft launch” to this consensus-based stakeholder engagement pilot. Based on our earlier agreements, we will jointly craft initial communications with common core content nuanced by stakeholder category (e.g., partners/regulatory agencies, 54th Street neighbors, commission or task force members, etc.). Sample core content: Succinct description of the project needs/parameters; the City’s commitment to authentically integrating stakeholder perspectives into planning, design, and decision making, information resources; and initial engagement opportunities. We anticipate City distribution via mail or similar means to ensure receipt by all identified stakeholders, supplemented by agreed-upon communications channels.

2.2. Gather Stakeholder Issues on Initial Topics

Based on the jointly identified topics and guided by the SEP, we will begin “scans” with identified stakeholders to understand their key issues. Here we would be seeking individual perspectives and expect divergence, so informal in-person and online tools would be appropriate. Actual methods will be driven by the SEP, but below are realistic examples.

- For area residents, we may lead trained teams of college students for evening and weekend “doorknocking.” Wearing City t-shirts and nametags, they would carry copies of the earlier “Tell the Story” letters plus a summary handout, the list of selected key topics, and in 2-3 short questions ask stakeholders about their issues, interests, or concerns. Team members would write the responses in real time, then enter the data daily for compilation and analysis.
- For Council and Mayor, City commission and task force members, department staff, and key partners, for example, we may request time on work session agendas to gather perspectives. For business and nonprofit stakeholders, individual phone calls or small group discussions would work well.
- For identified stakeholders who are not “fixed in place,” such as park users, teens, canoeists, cyclists, etc., short and friendly in-person intercept surveys are a great choice.
- For all stakeholders, we will create and widely publicize online survey and input tools that include the same information and questions.
- For issues from all stakeholders, we will compile, analyze, and share with the joint project team and key partners, and regularly publish summaries via agreed-upon core communications.



3.0. Build Preliminary Scenarios and Gather Input

Based on stakeholder input on the initial topics from the previous set of tasks, our integrated team will build a set of preliminary scenarios. These move the process more formally toward broad consensus. The preliminary scenarios will align with the agreed-upon topic areas, address identified stakeholder issues, and incorporate the complex interconnections between 54th Street, stormwater management and Minnehaha Creek, Living Streets and sustainability, policies, regulations, funding, and so on.



3.1. Define Key Components and Build Preliminary Scenarios

- Constructed in modules to provide stakeholders with important information, these may include, for example, the user or service needs it meets (sidewalks for ped access, bike lanes, traffic-calming measuring to preserve neighborhood feel, etc.), what problems it solves (filtration for water quality, etc.), order of magnitude construction costs, maintenance costs, Envision/Living Streets rating or score, and so on.
- All will be enriched by our team’s deep knowledge and innovative design, and this work will feed directly into both the refined scenarios and preliminary engineering tasks below.
- Draft, pilot, and finalize preliminary scenarios.

3.2. Gather Stakeholder Input on Preliminary Scenarios

Given the objectives, these would be community based and in-person, likely a set of workshops or study sessions. We will promote them via lists from previous engagement and City, community, and partner media. Actual methods will be driven by the SEP, but below are realistic examples.

- The structure would likely include a short informational presentation, process guidance (including Envision/Living Streets tools), and then facilitated roundtable discussions to review, explore, and discuss the preliminary scenarios
- Some sessions may target general stakeholders; others may be hosted by the City, key partners like MCWD, or community groups such as business owners and developers, regulatory groups, ETC, EEC, Bike Edina Task Force, etc. We will also create specific opportunities for City staff and elected officials to continue helping shape fully-informed and consensus-based outcomes.
- Documentation would be done by table, possibly with some reporting out to the full group
- For all sessions, compile, analyze, and share with the joint project team and key partners, and regularly publish a summary via the agreed-upon core communications methods.

ENVISION SUSTAINABILITY CREDIT RATING SYSTEM			
		Subcategory	
QUALITY OF LIFE	PURPOSE	QL1.1	Improve community quality of life
		QL1.2	Stimulate sustainable growth and development
		QL1.3	Develop local skills and capabilities
	COMMUNITY	QL2.1	Enhance public health and safety
		QL2.2	Minimize noise and vibration
		QL2.3	Minimize light pollution
WELLBEING	QL2.4	Improve community mobility and access	
	QL2.5	Encourage alternative modes of transportation	
	QL2.6	Improve site accessibility, safety and wayfinding	
	QL3.1	Preserve historic and cultural resources	
	QL3.2	Preserve views and local character	
	QL3.3	Enhance public space	
LEADERSHIP	COLLABORATION	LD0.0	Innovate or exceed credit requirements
		LD1.1	Provide effective leadership and commitment
		LD1.2	Establish a sustainability management system
	MANAGEMENT	LD1.3	Foster collaboration and teamwork
		LD1.4	Provide for stakeholder involvement
		LD2.1	Pursue by-product synergy opportunities
	PERFORMANCE	LD2.2	Improve infrastructure integration
		LD3.1	Plan for long-term monitoring and maintenance
		LD3.2	Address conflicting regulations and policies
LD3.3	Extend useful life		



4.0. Build Refined Scenarios and Gather Feedback | Select Preferred Alternative

Working from the contributions and feedback from community stakeholders, City staff, commissioners, partners, and others, our integrated team will create a small set of refined scenarios to move the final step toward consensus. Following stakeholder feedback and final changes, this defines the contents of the Feasibility Study and Stormwater Management Plan.



4.1. Define Key Components and Build Refined Scenarios

These will have the same core elements and content as the preliminary scenarios, but based on stakeholder and partner feedback some modules may be eliminated, others will have more detailed information, and they may be combined in new and innovative ways to better meet needs, priorities, and “thread the needle” with complex and conflicting priorities.

4.2. Gather Stakeholder Feedback on Refined Scenarios

Anticipating the same objectives around consensus and working with established parameters, we would likely use a similar process as above, but this time to gather feedback on these more comprehensive and detailed scenarios. We will continue incorporating the Envision tool, Living Streets criteria, and all other parameters. Likely in the form of fewer but longer workshops or possibly charettes, we will ensure that critical stakeholders are actively involved. We will prepare detailed documentation, analyses, conclusions, and recommendations on both technical results and the pilot stakeholder engagement process.

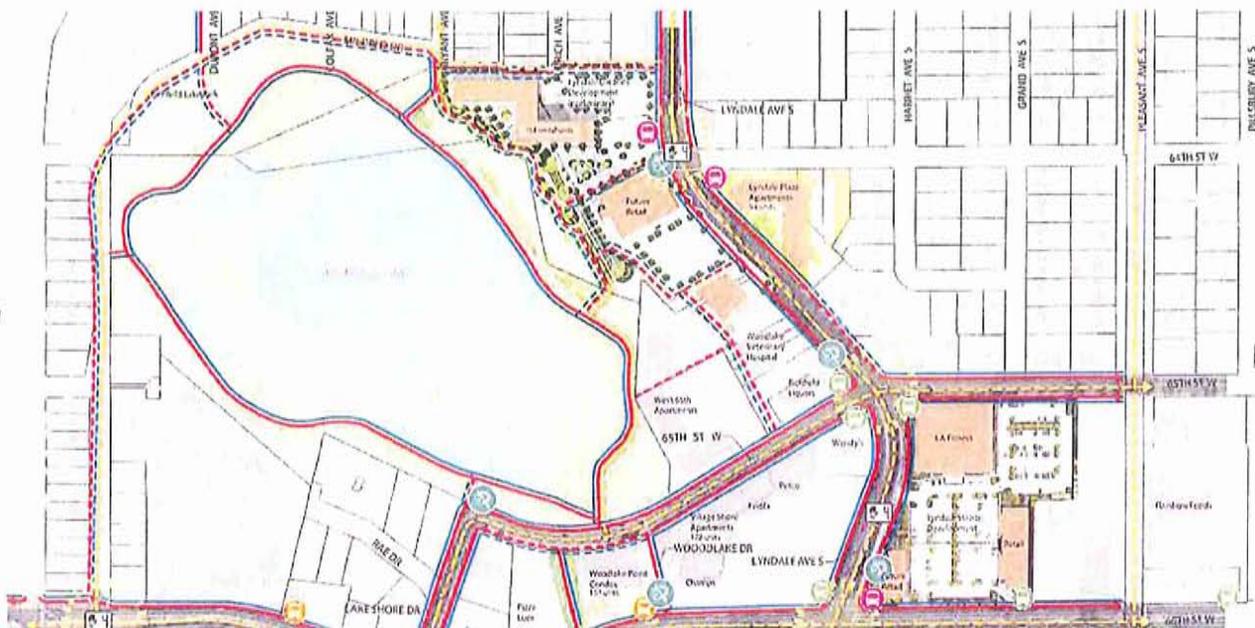


4.3. Formally Select Preferred Alternative

We will design and host a comprehensive workshop with our team, lead City staff, and likely MCWD to review and evaluate the results and resolve potential outstanding issues. Our key deliverable is an alternative that represents broad stakeholder consensus to reimagine and renew 54th Street’s key transportation infrastructure, and the environmental infrastructure within Minnehaha Creek’s subwatershed.

4.4. Share Preferred Alternative

We will share preferred alternative with City departments heads, affected commissions, the Council, and the public.



5.0. Translate Preferred Alternative to Feasibility Study for 54th Street and a Stormwater Management Plan for the Arden Park Area

Each task described above addresses critical issues and builds stakeholder consensus to shape the primary technical deliverables – the Feasibility Study and SWMP. Conclusions and recommendations were noted above, and additional information will be included as appropriate in the Appendix.

5.1. Prepare Feasibility Study

Deliver paper and electronic versions containing the following sections: Summary, location, initiation and issues, summary of this pilot stakeholder engagement effort and key results, existing conditions, proposed improvements, right of way and easements, projects costs, assessments, project schedule, feasibility, and appendix. The appendix will contain process and content information from this pilot stakeholder engagement effort, key sustainability measurements, study-level project design graphics, possible assessment roll, and other background data that were critical to the development of the study.

5.2. Prepare Stormwater Management Plan

Deliver paper and electronic versions that report the goals and policies of the MCWD and the City of Edina, consensus-based preferred solutions to stormwater runoff in the Arden Park neighborhood, and requirements for rehabilitating 54th Street. The plan will also contain a narrative of the results, and methods of analysis used to arrive at those results, for the technical stormwater analysis/model assumptions written for the technical stakeholders like MCWD. The analysis will include the existing conditions and the scenarios of proposed stormwater management improvements developed in the previous tasks, all consistent with Living Streets principles, sustainability measurements, and stakeholder consensus. Preferred scenarios will include metrics such as, but not limited to, cost per pound of total phosphorus removed.



Preparing the Feasibility Study and Stormwater Management Plan includes:

- Gathering comments for draft documents, editing based on comments, and delivering final study and plan documents
- One presentation to the City Council at the Public Improvement Hearing
- One presentation to the transportation commission
- Periodic working meetings with City and MCWD



FEASIBILITY STUDY

NORMANDALE NEIGHBORHOOD ROADWAY RECONSTRUCTION

Sherwood Avenue, Ryan Avenue, Parnell Avenue, West Shore Drive, 65th Street, and 64th Street

IMPROVEMENT NO. BA-394

November 14, 2012

ENGINEERING DEPARTMENT
CITY OF EDINA

I hereby certify that this Feasibility Study was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.	
City Name:	EDINA 11/14/12
Eng. No.:	100
Approved:	11/14/12
Chris A. Minner, PE	100
Attn: City Engineer	

Work Plan /Timeline /Deliverables

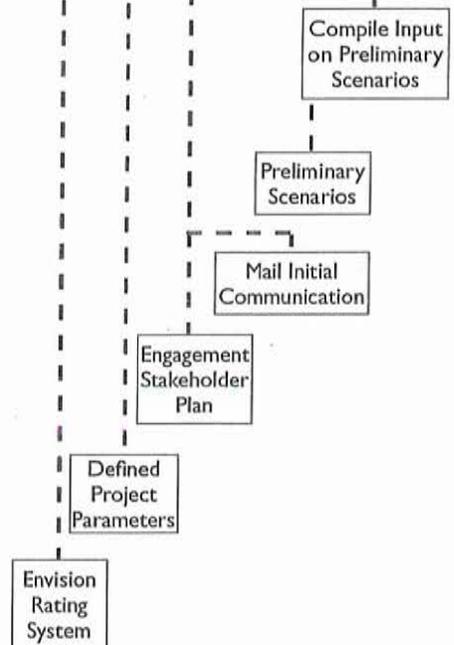
This table illustrates the work plan activities by discipline over time and calls out the key interim and final deliverables.

Task	JUN	JUL
1.0 — SET PARAMETERS, WRITE STAKEHOLDER ENGAGEMENT PLAN		
1.1 — Set project parameters	  	
1.2 — Prepare stakeholder engagement plan	  	
1.3 — Collect and review existing data	 	
2.0 — TELL THE STORY, GATHER ISSUES		
2.1 — Tell the story		  
2.2 — Gather stakeholder issues on initial topics		 
3.0 — BUILD PRELIMINARY SCENARIOS AND GATHER INPUT		
3.1 — Define key components and build preliminary scenarios		  
3.2 — Gather stakeholder input on preliminary scenarios		 
4.0 — BUILD REFINED SCENARIOS & GATHER FEEDBACK		
4.1 — Define key components and build refined scenarios		 
4.2 — Gather stakeholder feedback on refined scenarios		
4.3 — Formally select preferred alternative		
5.0 — TRANSLATE PREFERRED ALTERNATIVE TO FEASIBILITY STUDY		
5.1 — Prepare Feasibility Study		
5.2 — Prepare Stormwater Management Plan		

Task Discipline

-  Stakeholder Engagement
-  Planning and Sustainability
-  Engineering

 Deliverables



AUG	SEP	OCT	COST
			\$16,113
			\$12,182
			\$24,824
			\$19,941
			\$16,862
			\$89,922

Refined Scenarios

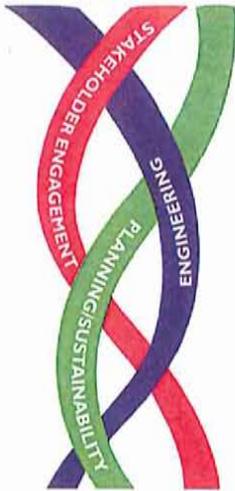
Preferred Alternative

Draft Feasibility Study/SWMP

Final Feasibility Study/SWMP

Total Cost Associated with this Proposal

Background/Experience - Team Overview

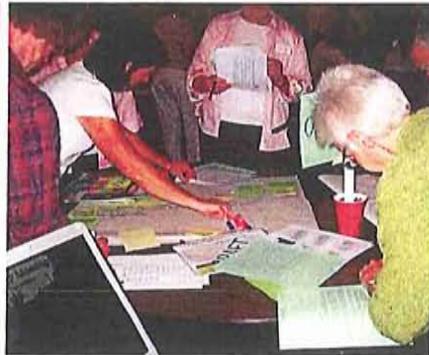


Established in 1927, SEH is a multidiscipline firm of engineers, architects, planners, and scientists known for our comprehensive technical capabilities and superior client service, which contribute to Building a Better World for All of Us™.

To respond to your project needs, SEH has teamed with Carroll, Franck & Associates which specializes in designing and delivering authentic and transparent public engagement processes, and particularly in bringing underrepresented and unheard voices to the table. Areas of extensive work include challenging public policy issues, multi-stakeholder environments, innovative engagement techniques, and community-based consensus building.

Our combined skills brings to the City of Edina a seasoned team of public engagement specialists; street reconstruction and stormwater engineers; sustainability and Envision® experts, landscape architects, and park planners; and multimodal transportation (Living Streets), traffic, and structural engineers. We have assembled this team to address all of the City of Edina's needs as you look to solicit input and build consensus for this important and highly visible project.

Representative Project Experience



Lake Harriet Stakeholder Engagement – Minneapolis Park and Recreation Board – Minneapolis, Minn.

Carroll Franck & Associates designed and implemented a robust and practical public engagement process, technical analysis, and prepared recommendations to the Park Board on capital improvements around Lake Harriet. We successfully engaged and gathered input from 1,200+ stakeholders through intercept surveys, online surveys, interviews, focus groups, community meetings, and workshops. The project included combining stakeholder input with complex technical, design, and financial issues to reach consensus on an innovative, defensible, and sustainable solution.

Envision Sustainability Rating System – Milwaukee Metropolitan Sewerage District (MMSD), Milwaukee, Wis.

In 2012, SEH was hired by the MMSD to develop a report using ENVISION to help evaluate three flood management alternatives as a component of the Lyons Park Creek Flood Management Planning Project. A secondary objective of the report was to help advance the practice of applying triple bottom line decision making to MMSD projects by applying two different sustainability rating systems to the project.

Factor or Objective	Objective	Target/Threshold	Actual Performance	Score	Weighted Score
QUALITY OF LIFE					
Q1.1	Improve community quality of life. Increase the number of people who are satisfied with the quality of life in their community.	95%	Relative +	25	25
Q1.2	Provide sustainable growth and development. Increase the number of people who are satisfied with the quality of life in their community.	95%	Relative +	5	10
Q1.3	Strengthen local clubs and organizations. Increase the number of people who are satisfied with the quality of life in their community.	Assessive Reason: Include "x"	Improved	2	15



Country Club Area Sewer, Water, and Street Reconstruction Project – City of Edina, Minn.

SEH reconstructed the streets and public utilities along a 4.8 mile corridor that service 557 single family homes. A significant part of this project included addressing stakeholder concerns about perceived cut-through vehicle traffic in the northeast part of Edina. SEH worked with stakeholders in Edina (including its Heritage Preservation and Traffic Commissions) and from the adjoining Cities of Saint Louis Park and Minneapolis. We assisted with several stakeholder meetings including mock ups of proposed speed bumps and traffic signs to help assure stakeholder needs were adequately addressed.



TH 41 EIS Consensus Building - MnDOT

Carroll, Franck & Associates worked closely with 12 key stakeholder agencies to reach consensus on a highly-contentious Minnesota River crossing as part of a Tier I EIS: FHWA and USFWS/Minnesota Valley National Wildlife Refuge; MnDOT, DNR, SHPO; Metropolitan Council; Cities of Chaska, Shakopee, Carver, and Chanhassen; and Scott and Carver Counties. Critical issues included: environmental justice; Section 4(f) for protected lands and historic properties; noise and visual impacts; public safety; ecosystem and refuge user impacts; and others; exploring corridor options and impacts, developing common goals and strategies to address impacts for all key stakeholders, identifying innovative mitigation, and creating a sustainable structure for ongoing engagement over the next 20 years.

Lakes/Lyndale Connectivity Plan - City of Richfield

SEH used a multifaceted approach to develop a Connectivity Plan for the Lakes at Lyndale District of Richfield. The core of the approach utilized three primary activities: site and existing conditions analysis; incorporation of previous plans; and the development of concepts and recommendations addressing existing gaps through retrofit solutions for the built environment. Working with City Planning staff, internal City stakeholders and citizen stakeholders we established evaluation/ranking criteria and vetted concepts which enhance connectivity for pedestrians and bicyclists throughout the district and provides a strong interrelationship with the street and transit system.

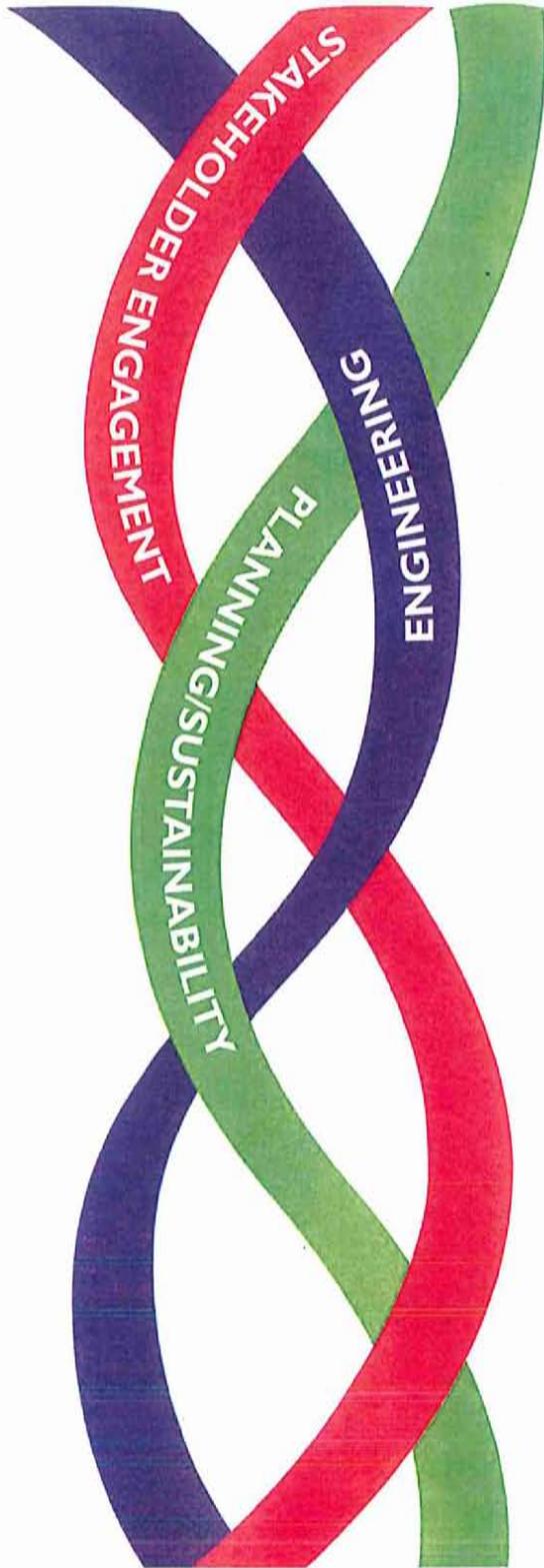


Stormwater Management Plan - City of Long Lake

SEH assisted the City of Long Lake with the stormwater planning and feasibility analysis for their proposed downtown redevelopment. As part of the project, SEH evaluated the existing natural resources in the ravine/drainage system and ponds; identified water quality treatment needs to accommodate the redevelopment water quality plan, and prepared conceptual designs and cost estimates for stream stabilization restoration work and pond system expansion or enhancement. The water quality improvements were a key element in the City of Long Lake's recent selection for an LCDA grant for the downtown project. The project included an innovative subsurface gravel wetland system that will remove an estimated 10 pounds of phosphorus from entering Long Lake on an annual basis.



Background Experience – Discipline Leaders



STAKEHOLDER ENGAGEMENT
Anne Carroll, M.P.



PLANNING/SUSTAINABILITY
Andrew Dane, AICP, ENV SP



ENGINEERING
Paul Pasko III, PE
Project Manager



Ron Leaf, PE
Water Resources



Heather Kienitz, PE
Living Streets



Anne R. Carroll, M.P.

Since 1985, Carroll, Franck & Associates (CF&A), has provided inclusive stakeholder engagement and strategic planning consulting, professional development training, and graduate-level teaching to public and nonprofit organizations. We specialize in designing and delivering authentic and transparent public engagement processes, civil discourse, and consensus building. Areas of extensive work include challenging public policy issues, complex multi-stakeholder environments, infrastructure and planning topics, and creative engagement techniques. CF&A has successfully engaged the full spectrum of stakeholders through projects with the following organizations:

- Hennepin County Housing, Community Works, and Transit – Minnehaha-Hiawatha Corridor
- Minnesota Department of Transportation – TH 41 Tier 1 EIS
- Minnesota Departments of Education and Human Services – Early Childhood Standards and Indicators (Statewide)
- Minneapolis Department of Public Works – Minneapolis Bicycle Master Plan
- Minneapolis Parks and Recreation Board – Southwest LRT DEIS Community Advisory Committee; Lake Harriet Infrastructure Community Advisory Committee
- Hennepin County Office to End Homelessness and County Human Services and Public Health: Hennepin County Continuum of Care (annual)

“The stakeholder engagement process...was one of the most robust and comprehensive ever conducted on a project of this type – we heard directly from over 1,200 people through intercept surveys.... One of our early goals was to produce defensible, supportable, and sustainable recommendations that could stand on their own merits. We feel we have more than met that goal. Our extensive community engagement injected that critically important human element, which directly shaped our thinking and ensures that our recommendations will resonate with the local community, park visitors, and the MPRB. “

~Matt Perry, Minneapolis Parks and Recreation CAC Chair

“I was told you are the best in the business, and they were right.” -- Don Pflaum, City of Minneapolis Bicycle Master Plan Project Manager“

~ Matt Perry, CAC Chair



Andrew F. Dane, AICP, ENV SP | Senior Community Development and Sustainability Specialist/Envision

Andrew Dane is a Community Development and Sustainability Specialist who brings 17 years of successful sustainable development experience working with municipalities, private businesses, tribes, and non-profits. He is a highly skilled and confident group process leader and facilitator, with extensive experience designing and leading public participation and community engagement processes. Andrew specializes in planning and public participation to support downtown and neighborhood revitalization, community planning, and economic development efforts. Project experience includes:

- Sustainable Communities Public Policy Forum – State of Wisconsin
- Lyons Park Creek ENVISION Evaluation, Milwaukee Metropolitan Sewerage District – Milwaukee, Wis.
- Barron County Comprehensive Plan – Barron, Wis.
- Market Analysis & Downtown Strategy – Sherwood, Wis.
- Downtown Porter Master Plan – Porter, Ind.



Paul J. Pasko III, PE | Project Manager/Principal

Paul is a Project Manager with 28 years of experience in a wide variety of municipal, transportation, trail, storm water runoff, and utility engineering projects. While Paul's responsibilities range from project inception to completion; his primary responsibility is public engagement. He has engaged the public in every way from simple 'one on one' in-person conversations with stakeholders to appearances on the Discovery Channel. Paul will use his engagement experience to assure this team remains committed to its approach that comprehensively integrates the disciplines of engineering, stakeholder engagement, and planning and sustainability.

- West 77th Street Reconstruction between Trunk Highway 100 and Metro Boulevard – Edina, Minn.
- Country Club / Sunnyslope Sanitary Sewer Pipe Rehabilitation – Edina, Minn.
- 66th Street Sidewalk Improvements – Edina, Minn.
- Country Club Area Sewer, Water Main, and Street Reconstruction – Edina, Minn.
- Ridge Road Street and Utility Reconstruction - Edina, Minn
- Gallagher Drive / Nine Mile Creek Regional Bike Trail Improvements – Edina, Minn. and Three Rivers Park District
- Reconstruction of Valley View Road – Eden Prairie, Minn.



Ronald B. Leaf, PE | Principal/Senior Water Resources Engineer

Ron Leaf is responsible for managing a variety of water resources projects and has extensive experience with comprehensive surface water management planning, flood studies and mapping, storm water ordinances, NPDES permitting and storm water low-impact development practices. Ron previously worked for the Minnesota Pollution Control Agency (MPCA), and was responsible for coordinating revisions to the state's water quality rules, providing legislative testimony on implementation of water quality programs, and developing engineering standards for storage structures and treatment systems. In recent years, he has managed six area wide storm water master planning projects that have involved significant stakeholder involvement, coordination with the local watershed organization and development of a multi-year implementation program to meet or exceed regulatory requirements and project specific goals.

- Walker-Lake Area Stormwater Master Plan, (Coordination with MCWD), City of St. Louis Park, Minn.
- Downtown Area Stormwater Master Plan (Coordination with MCWD), City of Long Lake Minn.
- Blake Road/Cottageville Park Concept Plan (Coordination with MCWD), City of Hopkins, Minn.
- Surface Water Management Plan Update – Chanhassen, Minn.
- Second Generation Water Resources Management Plan – Burnsville, Minn.
- Surface Water Management Plan Update – Shoreview, Minn.



Heather N. Kienitz, PE | Living Streets/Multi-Modal Transportation Engineer

Heather Kienitz is a Multi-Modal Transportation Engineer with 15 years of experience developing context sensitive solutions that balance the needs of all roadway users. She has experience planning and designing retrofit solutions to provide facilities for non-motorized users within the built environment as well as reconstruction projects. She led the preliminary and final design through construction of over 26 miles of retrofit bicycle facilities in Minneapolis and led the traffic task for the Multimodal Plan for Snelling Avenue in St. Paul. Heather routinely conducts work with agency and community stakeholders to develop Complete Streets transportation solutions.

- Snelling Avenue Multimodal Transportation Plan (MnDOT) – St. Paul, Minn.
- Non-Motorized Transportation Pilot Program Bicycle Operations – Minneapolis, Minn.
- Lakes at Lyndale Connectivity Urban Design Plan – Richfield Minn.
- West 106th Street Multimodal Traffic Study – Bloomington, Minn.
- Linden Hills Small Area Plan – Minneapolis, Minn.

Background Experience – Discipline Support



Veronica Anderson, AICP, ASLA | Senior Urban Designer/Planner

Veronica Anderson is a Designer/Planner and Project Manager with more than 17 years of experience working on public planning and design projects. As an Urban Planner, Veronica has focused on community and park system planning, land use planning and commercial and neighborhood redevelopment. As an Urban Designer, Veronica has focused on site planning, creative storm water management and traffic calming projects incorporating both hardscape and native vegetation treatments. Veronica is also an experienced group facilitator who believes in the necessity of early and on-going public participation during the planning and design process to achieve informed consent among the stakeholders.

- Southdale/Woodhill Neighborhood Street Improvements – City of Edina, Minn.
- Country Club Area Sewer, Water Main, and Street Reconstruction – City of Edina, Minn.
- Ridge Road Reconstruction – City of Edina, Minn.
- West 70th Street – City of Edina, Minn.
- Rice Creek Parkway – City of Shoreview, Minn.
- Maplewood Nature Preserve – City of Maplewood, Minn.
- Park System Plan – City of Golden Valley Minn.



Toby Muse, PE | Municipal Engineer

Toby is experienced in a variety of municipal engineering projects from feasibility stage to final construction and project closeout. Types of projects include existing road, trail and parking lot rehabilitation, storm water detention and conveyance systems, sanitary sewer systems, water distribution systems, lighting and traffic signal systems. Responsible for feasibility development, preliminary and final design, cost estimating, preparation of plans and specifications, and construction observation.

- Gallagher Drive/Nine Mile Creek Regional Bike Trail Improvements – City of Edina, Minn. and Three Rivers Park District
- Richmond Hills Neighborhood Roadway and Utility Improvements – City of Edina, Minn.
- Minnehaha Woods Neighborhood Roadway and Utility Improvements – City of Edina, Minn.
- Country Club Area Sewer, Water Main, and Street Reconstruction – City of Edina, Minn.
- Southdale / Woodhill Neighborhood Street Reconstruction – City of Edina, Minn.
- Nine Mile Village Water Line Rehabilitation – City of Edina, Minn.





Jeff A. Johnson, PE | Structural Engineer

Jeff Johnson is a Structural Project Manager/Design Engineer with more than 30 years experience in project management, design, renovation and construction observation of a variety of bridge and hydraulic structures. Jeff's experience includes design of more than 400 state, county and local bridges utilizing steel beam, prestressed girder, continuous structural concrete slab, rehabilitation of stone arches and timber structures. Projects include:

- Ridge Road Reconstruction – City of Edina, Minn.
- Country Club Area Sewer, Water Main, and Street Reconstruction – City of Edina, Minn.
- Minnehaha Woods Neighborhood Street and Utility Improvements – City of Edina, Minn.
- Bryant Avenue Pedestrian Bridge Rehabilitation Over Minnehaha Creek – Minneapolis, Minn.
- CSAH 35 over Maple Creek (West Bridge), Owatonna – Steele County, Minn.
- CSAH 64 over Browns Creek – Washington County, Minn.
- Third Street Stone Arch Bridge Rehabilitation over Miller Creek – Duluth, Minn.
- Rock Island Swing Bridge Rehabilitation over the Mississippi River – Inver Grove Heights, Minn.



Michael E. Kotila, PE | Senior Transportation Engineer

Mike Kotila is a Professional Engineer with more than 25 years of traffic and transportation engineering experience. Mike's project experience includes traffic data collection and analysis, traffic calming studies and forecasting, safe routes to school, transportation system plans, Intersection Control Evaluation (ICE) studies, roundabouts, traffic modeling, geometric design, signal and lighting design, ITS applications, construction staging, detouring, traffic signing and striping design.

- Southdale/Woodhill Neighborhood Street Improvements – City of Edina, Minn.
- Country Club Area Sewer, Water Main, and Street Reconstruction – City of Edina, Minn.
- Ridge Road Reconstruction – City of Edina, Minn.
- Gallagher Drive/Nine Mile Creek Regional Bike Trail Improvements – City of Edina, Minn. and Three Rivers Park District
- Franklin Avenue (CSAH 5) and East River Parkway Preliminary Design – Minneapolis, Minn.
- TH 169 at Bren Road/Londonderry and Excelsior Boulevard – Edina, Minnetonka, and Hopkins Minn.
- West 76th Street/Penn Avenue – Richfield, Minn.
- Brooklyn Boulevard (CSAH 152) Reconstruction – Brooklyn Center, Minn.
- Midtown Exchange Travel Demand Management (TDM) Plan – Minneapolis, Minn.





*Detailed Cost Breakdown
City of Edina
Public Engagement and Preliminary Engineering Services for 54th Street and Arden Park Area Stormwater Management Plan
May 14, 2013*

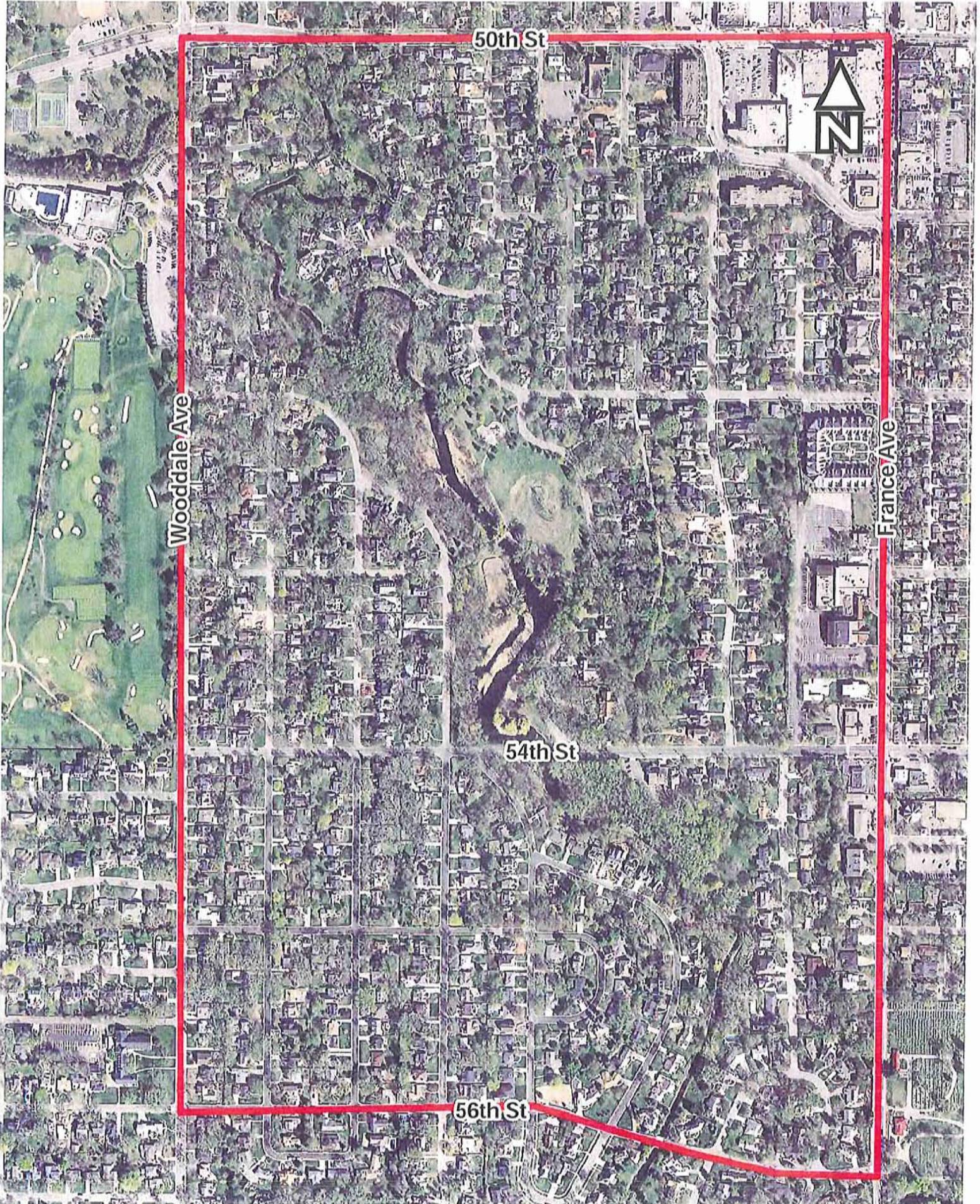
PROJECT TASKS	ESTIMATED HOURS													Estimated Cost	Estimated Costs From Detailed Work Plan Translated to Major Tasks Identified in the RFP (1)					
	STAKEHOLDER ENGAGEMENT LEAD	PROJECT MANAGER - CIVIL LEAD	WATER RESOURCES ENGINEER LEAD	SENIOR STRUCTURAL ENGR	PLANNING SUSTAINABILITY LEAD	SENIOR TRAFFIC ENGR	EXISTING STREETS LEAD	GEOTECH ENGR	ENVIRONMENTAL ENGR	STAFF ENGR	LANDSCAPE ARCHITECT/PLANNER	URBAN DESIGNER	ADMIN TECH		1. Data Collection	2. Develop Arden Park Area SWMP	3. 54th Street Design	4. 54th Street Bridge Design	5. Utility Design	6. Meetings (\$)
1.0 Set Parameters, Write Stakeholder Engagement Plan																				
1.1 Set Project Parameters	20	4	8	4	8	1	2			7										
1.2 Prepare Stakeholder Engagement Plan (SEP)	12	4	4	2		1	2			5	7									
1.3 Collect and Review Existing Data								4	8			24								
Subtotal Hours	32	8	12	6	8	2	4	4	8	12	7	24								
Subtotal Labor Cost	\$4,000	\$1,382	\$2,112	\$1,140	\$1,038	\$354	\$499	\$502	\$914	\$1,392	\$721	\$2,059	\$16,113	\$3,475	\$1,709	\$1,415	\$1,445	\$635	\$3,743	
2.0 Tell the Story, Gather Issues (2)																				
2.1 Tell the Story	12	4	6	5	4					8										
2.2 Gather Stakeholder Issues on Initial Topics	32	2	3	3						5	5									
Subtotal Hours	44	6	9	8	4					13	5									
Subtotal Labor Cost	\$5,500	\$1,037	\$1,584	\$1,519	\$519					\$1,508	\$515		\$12,182		\$2,443	\$2,028	\$1,420			\$784
3.0 Build Preliminary Scenarios and Gather Input																				
3.1 Define Key Components and Build Preliminary Scenarios	16	13	22	8	15	2	6			13		4								
3.2 Gather Stakeholder Input on Preliminary Scenarios (3)	40	6	4	3		2	6			6	8	4								
Subtotal Hours	56	19	26	11	15	4	12			19	8	8								
Subtotal Labor Cost	\$7,000	\$3,283	\$4,575	\$2,859	\$1,945	\$709	\$1,478			\$2,105	\$825	\$695	\$24,834		\$4,515	\$6,695	\$2,089	\$1,048		\$3,425
4.0 Build Refined Scenarios and Gather Feedback; Select Preferred Alternative																				
4.1 Define Key Components and Build Refined Scenarios (5)	12	4	8	4	8	1	3			8		2								
4.2 Gather Stakeholder Feedback on Refined Scenarios (4)	28	2	4	4	2	1	3			4	7	2								
4.3 Formally Select Preferred Alternative	12	2	4	4	8	1	2			4		2								
Subtotal Hours	52	8	16	12	18	3	8			16	7	6								
Subtotal Labor Cost	\$6,700	\$1,382	\$2,816	\$2,279	\$2,334	\$531	\$999			\$1,856	\$721	\$521	\$19,941		\$2,400	\$2,162	\$2,279			\$6,600
5.0 Translate Preferred Alternative to Feasibility Study for 54th St and Stormwater Management Plan for Arden Park Area																				
5.1 Prepare Feasibility Study (6)	16	8	8	12	8	2	6			20		5								
5.2 Prepare Stormwater Management Plan (7)		8	18									4								
Subtotal Hours	16	16	26	12	8	2	6			20		9								
Subtotal Labor Cost	\$2,000	\$2,765	\$4,575	\$2,279	\$1,038	\$354	\$749			\$2,321		\$782	\$16,862		\$1,750	\$5,033	\$2,279			\$5,800

															Subtotal Estimated Costs From Detailed Work Plan Translated to Major Tasks Identified in the RFP (1)					
	STAKEHOLDER ENGAGEMENT LEAD	PROJECT MANAGER - CIVIL LEAD	WATER RESOURCES ENGR LEAD	SENIOR STRUCTURAL ENGR	PLANNING SUSTAINABILITY LEAD	SENIOR TRAFFIC ENGR	LIVING STREETS LEAD	GEOTECH ENGR	ENVIRO SCIENT	STAFF ENGR	LANDSCAPE ARCHITECT/ PLANNER	SURVEY CREW CHIEF	ADMIN TECH	ESTIMATED COST	1. Data Collection	2. Develop Arden Park Area SWMP	3. 54th Street Design	4. 54th Street Bridge Design	5. Utility Design	6. Meetings (8)
PROJECT COST SUMMARY																				
1.0 Set Parameters, Write Stakeholder Engagement Plan																				
Subtotal Hours	32	8	12	6	8	2	4	4	8	12	7	24		127						
Subtotal Labor Cost	\$4,000	\$1,382	\$2,112	\$1,140	\$1,038	\$354	\$499	\$502	\$914	\$1,392	\$721	\$2,059		\$16,113.00						
2.0 Tell the Story, Gather Issues (2)																				
Subtotal Hours	44	6	9	8	4					13	5			89						
Subtotal Labor Cost	\$5,500	\$1,037	\$1,584	\$1,519	\$519					\$1,608	\$515			\$12,182.00						
3.0 Build Preliminary Scenarios and Gather Input																				
Subtotal Hours	56	19	26	11	15	4	12			19	8		8	178						
Subtotal Labor Cost	\$7,000	\$3,283	\$4,515	\$2,089	\$1,945	\$709	\$1,498			\$2,205	\$825		\$695	\$24,824.00						
4.0 Build Refined Scenarios and Gather Feedback; Select Preferred Alternative																				
Subtotal Hours	52	8	16	12	18	3	8			16	7		6	146						
Subtotal Labor Cost	\$6,500	\$1,382	\$2,816	\$2,279	\$2,334	\$531	\$999			\$1,856	\$721		\$521	\$19,941.00						
5.0 Translate Preferred Alternative to Feasibility Study for 54th St and Stormwater Management Plan for Arden Park Area																				
Subtotal Hours	16	16	26	12	8	2	6			20			9	115						
Subtotal Labor Cost	\$2,000	\$2,765	\$4,575	\$2,279	\$1,038	\$354	\$749			\$2,321			\$782	\$16,862.00						
Subtotal														\$16,862.00						
TOTAL COST ASSOCIATED WITH THIS PROPOSAL:														\$89,922.00						

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NOTES

- (1) Total estimated costs for columns 1. - 6. is \$64,922. Columns 1. - 6. do not include public engagement costs. Public engagement costs are \$25,000. The total cost associated with this proposal is \$64,922 + \$ 25,000 = \$89,922.
- (2) Includes one (1) workshop meeting to discuss stakeholder communications
- (3) Includes three (3) workshops or study sessions to discuss preliminary scenarios
- (4) Includes two (2) workshops or charrettes to discuss refined scenarios
- (5) Includes development of three (3) refined scenarios
- (6) Includes presenting the draft and final feasibility study at one (1) Edina Transportation Commission meeting and one (1) Public Improvement Hearing
- (7) Includes presenting the Arden Park Area Stormwater Management Plan at one (1) Mmehsha Creek Watershed District Board meeting
- (8) If additional meetings are required beyond those outlined above, our rate per meeting is \$2,200





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