

MEETING DATE: November 15, 2018

TITLE: Authorization to Award Contracts for Construction of the Arden Park Restoration Project and Arden Park Construction Administration Services

RESOLUTION NUMBER: 18-120

PREPARED BY: Renae Clark and Laura Domyancich

E-MAIL: rclark@minnehahacreek.org

TELEPHONE: 952-641-4510

REVIEWED BY: Administrator Counsel Program Mgr. (Name): _____
 Board Committee Engineer Other

WORKSHOP ACTION:

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): Requesting final action on November 15, 2018	

PURPOSE or ACTION REQUESTED: Final action is requested on November 15, 2018 to award the construction contract for the for the Arden Park Restoration Project to Rachel Contracting, Inc., to authorize the work for the amount of \$3,085,904.10, including the base bid and alternate bids two (2) and three (3), and to establish a not to exceed amount of \$3,394,495.

PROJECT/PROGRAM LOCATION:

Arden Park, Minnehaha Creek at West 54th St., Edina

PROJECT TIMELINE:

- Approval of construction administration contract and bid award for construction November 15, 2018
- Construction – December 15, 2018 – November 2019

PROJECT/PROGRAM COST:

Fund name and number: 54th Street Stream Restoration, 3147

2019 funding: \$2,287,402

2019 anticipated expenditures: \$2,498,474

Requested amount of funding: \$0

PAST BOARD ACTIONS:

October 10, 2013	Authorization to investigate feasibility of removing the 54th St. grade control structure in Minnehaha Creek, while maintaining recreational functionality (13-101)
March 13, 2014	Authorization to work with the City of Edina to incorporate fish passage into the 54th St. road reconstruction project (14-020)
May 22, 2014	Public hearing in consideration of ordering the 54 th St. Bypass Channel Project
September 25, 2014	Ordered the 54th St. Bypass Channel Project in the amount of \$118,750 (14-075)
January 29, 2015	Authorization to pursue plans for removal of the West 54th St. grade control structure and restoration of Reach 15 through Arden Park in lieu of the previously ordered fish bypass channel project (15-009)
April 14, 2016	Staff briefing regarding design development process with respect to the adjusted CIP schedule set by the Board of Managers on April 7, 2016
July 14, 2016	Staff briefing to contextualize the Arden Park project within a newly developed Project Prioritization Framework developed as part of organizational strategic planning
August 25, 2016	Authorization to execute a Memorandum of Agreement with the City of Edina and approve a consultant contract with Hart Howerton to develop an integrated concept plan for Arden Park (16-071)
February 9, 2017	Staff briefing for the review of the draft concept plan for Arden Park, cost estimate, funding, and schedule
May 25, 2017	Staff briefing and review of draft partnership framework with the City of Edina for advancing the project to design and construction, project status, and schedule
July 13, 2017	Staff briefing to the Planning and Policy Committee to review project cost estimates, proposed project cost allocations between the City of Edina and MCWD under the draft Agreement structure, and a proposed funding plan
October 26, 2017	Public hearing for the Arden Park Restoration Project
November 9, 2017	Ordered the Arden Park Restoration Project and approved a project agreement with the City of Edina, and a consultant contract for project design (17-069)
January 25, 2018	Staff briefing regarding 30% project design
May 24, 2018	Approval of the 60% project plans (18-052)
August 23, 2018	Staff briefing of 90% design and cost estimate
October 11, 2018	Approval of final design and authorization to solicit bids for construction

SUMMARY:

Construction Contract Award:

On October 11, 2018 the Board of Managers approved the final design plans for the Arden Park Restoration project, phase 1 which includes creek restoration, stormwater management, trails and natural area management, and a portion of City facilities. The bid package included three bid alternate elements consisting of 1) substitution of pervious pavement for a portion of City trail between the shelter building and playground, 2) north trail loop including the north bridge and boardwalk, and 3) one-year extended plant warranty and natural area management. According to the Cooperative Agreement, the decision to substitute pervious pavement for non-pervious trail surface is the District's, and the District is responsible for 100% of the cost for doing so. The north trail loop was structured as a bid alternate at the recommendation of staff to provide flexibility in project bid award in the event the bids received exceeded construction estimates. Finally, an additional, third year of plant warranty and maintenance was requested to ensure vegetation establishment.

The public bid process was approximately three weeks, October 12, 2018 – November 5, 2018 with a mandatory pre-bid meeting held October 24, 2018 at the MCWD office. The pre-bid meeting was attended by contractors representing 15 firms, with the majority also attending an optional site walk-through. The District received six (6) bid proposals (tabulation attached) and on November 5, 2018 opened the bids and read aloud to those in attendance.

The project engineer has determined that the bid proposal from Rachel Contracting, Inc. is responsive, and Rachel Contracting has provided the requested summary of work experience identifying adequate project experience, including subcontractors whose experience includes native plant restoration, tree removal and hardscapes. The project engineer and staff find that Rachel Contracting has met the experience statement requirements set forth in the solicitation of bids and otherwise is a responsible contractor (Attachment 1).

The project engineer's opinion of probable cost for the base bid was \$3,224,364. The low, responsive bid proposal from Rachel Contracting is \$2,777,511.10 (Attachment 2). Bid alternate estimates vs bid prices from Rachel contracting are as follows:

Opinion of Probable Cost vs. Rachel Contracting Bid Price

	Estimate	Actual
Base Bid	\$ 3,224,364	\$ 2,777,511
Bid Alt. 1, pervious pavement substitution for a portion of trail	\$ 98,500	\$ 117,000
Bid Alt. 2 - North trail loop	\$ 232,070	\$ 293,043
Bid Alt. 3 - additional year plant maintenance and warranty	\$ 42,000	\$ 15,350

Staff recommends the Board of Managers award the construction contract for the Arden Park Restoration Project to Rachel Contracting, Inc. accepting the base bid and alternate bids two (2) and three (3) – consisting of the north trail loop (alternate bid #2) and the additional plan maintenance and warranty (alternate bid #3). Staff recommends authorizing the work for the amount of \$3,085,904.10, and to establish a construction budget for the not to exceed amount of \$3,394,495.

Construction Contract Bid Award and Agency Cost Summary*

Construction Costs	MCWD	City	Total
Phase 1 Base Bid	\$ 1,718,813	\$ 1,058,698	\$ 2,777,515
Phase 1 plus north trail alt.	\$ 146,522	\$ 146,522	\$ 293,043
One year extended plant establishment and warranty	\$ 7,675	\$ 7,675	\$ 15,350
Total Cost per agency and bid award	\$ 1,873,009	\$ 1,212,899	\$ 3,085,904

*rounded numbers

Project costs are shared with the City of Edina according to the allocation of work in the Project Agreement authorized August 2016 and as follows:

Cost Share and Allocation Summary - Final Construction Estimate vs. Low Bid

Project improvements and cost allocation	Description/assumptions	Final construction estimate	Rachel Contracting Bid price	MCWD Cost Share
Park facilities (City)	Shelter building pad, utilities, lighting, park landscape, benches, playground container	\$ 586,620	\$ 257,024	\$
Paths (City)	New and replacement city sidewalk and trail	\$ 217,345	\$ 222,570	\$
Trails and Vegetation (cost shared equally)	Natural area management, replacement of current bridge, north trail loop and nature trail	\$ 817,641	\$ 822,303	\$ 411,152
Stormwater management (cost shared equally)	Stormwater management system including planting of swales	\$ 665,889	\$ 644,298	\$ 322,149
Creek restoration (MCWD)	Creek restoration including access points and demo of existing structure	\$ 1,331,691	\$ 1,139,709	\$ 1,139,709
Total		\$ 3,619,186	\$ 3,085,904	\$ 1,873,009

Staff has applied for two sources of grant funding: a Hennepin County Opportunity Grant of \$100,000 and a Conservation Partners Legacy grant in the amount of \$25,000, which would reduce capital expenditures. The District established a projected budget of \$2,287,401 based on the engineer's opinion of probable cost at the concept phase of design. Below is a summary of MCWD budget and projected expenditures:

MCWD Budget vs. Projected Project Cost

	MCWD 2019 Budget Assumptions	Current MCWD Cost Projections
Design	\$ 220,000	\$ 233,825
Construction Oversight	\$ 100,000	\$ 203,640
Construction	\$ 1,967,401	\$ 1,873,009
10% Construction Contingency budget		\$ 187,309
Total	\$ 2,287,401	\$ 2,497,783
Potential Overage	\$ 210,382	

Construction Administration and Oversight:

As lead engineer for the Arden Park Restoration Project, Inter-Fluve, Inc. was solicited by the District and the City to provide a Scope of Work for Construction Services (Attachment 3). This scope of work includes oversight of various phases of construction by Inter-Fluve and their sub-consultants including Wenck Associates (trails, stormwater, boardwalk, hardscaping), Hart Howerton (landscaping), and Haugo (geotechnical). This consultant team is proposed for construction administration and oversight due to their unique knowledge and experience working on Minnehaha Creek over the previous 15 years. In a technical capacity, Inter-Fluve conducted the District's 2003 and 2012 Stream Assessments throughout the Minnehaha Creek Watershed District, including Minnehaha Creek. In 2006, Inter-Fluve was hired by Methodist Hospital to design a remainder and stormwater management similar in scope to Arden Park. Inter-Fluve was later awarded a contract through a competitive proposal process to design the District's Minnehaha Preserve project also known as Reach 20, which was similar in scope and scale to Arden Park Restoration Project. The Inter-Fluve, Hart Howerton, and Wenck Associates team also designed Cottageville Park for the City of Hopkins.

The District's governance policies state that the District Administrator will not purchase any professional service in excess of \$25,000 without obtaining written quotes or bids or without utilizing a Qualification Based Selection process. Staff recommends that the Board make an exception from this policy to authorize the construction administration contract with Inter-Fluve, with Hart Howerton, Wenck Associates, and Haugo as sub-consultants, on the basis of the unique knowledge and experience of this team with respect to the project.

It is this combination of project specific scientific knowledge and experience locally, and world-wide that the District has determined that the team and negotiated scope of work provides the best value and expertise for this project.

Per the November 9, 2017 Project Agreement, the District and the City committed to sharing in the cost of the construction administration services by allocating the costs across the categories of improvement. Park facilities and paths and half of the cost of trails, vegetation, and stormwater improvements are the responsibility of the City. The creek restoration and half of the cost of trails, vegetation, and stormwater improvements are the responsibility of the District. The City's costs account for approximately 40% of the total project cost, and the District's costs account for approximately 60% of the total project cost and accordingly, the City will cover 40% of the construction administration costs and the District will cover 60%. Given the total scope cost of \$339,400, the District's obligation for construction administration is \$203,640.

ATTACHMENTS:

1. Arden Bid Recommendation
2. Arden Bid Tab Redacted
3. Arden Construction Administration Scope

RESOLUTION

RESOLUTION NUMBER: 18-120

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WHEREAS, the Minnehaha Creek Watershed District watershed management plan (WMP) capital improvement program includes a Minnehaha Creek Stream Restoration Project which encompasses stream restoration work that would enhance riparian corridor vegetation; stabilize streambanks through bioengineering; add fish and macroinvertebrate habitat; create pool-riffle complexes; incorporate woody debris; remove select grade controls; and enhance educational and recreational opportunities; and

WHEREAS, there is a grade control structure in Minnehaha Creek at the 54th St. bridge in Edina that was recommended for removal in the 2003 Stream Assessment because it is a barrier to fish passage and creates an impoundment causing accumulation of sediment and degradation of aquatic habitat upstream; and

WHEREAS, Minnehaha Creek is on the State's Impaired Waters List for both fish and macroinvertebrate index of biotic integrity; and

WHEREAS, on August 25, 2016, the Board of Managers approved a Memorandum of Agreement with the City of Edina to jointly develop a concept plan for Arden Park which integrates the following goals:

- Restoration of natural stream function and fish passage by actions including removing the grade control structure
- Water resource and riparian habitat improvement to enhance creek access and draw attention to the role of natural elements in visual composition of the park
- Natural resource, surface water, soils stability, and drainage improvements to provide opportunities to enhance existing and future park recreation value; and
- Public safety.

WHEREAS, on November 9, 2017 the Board of Managers approved a Project Agreement with the City of Edina ("Agreement") to coordinate the development and share the costs of design and construction of the Arden Park Restoration Project which incorporates stream restoration and further community goals as indicated within the Concept Plan for Arden Park and further defined in the Agreement; and

WHEREAS, on October 11, 2018 the Board of Managers approved the final plans and specifications for Arden Park for an estimated base cost of \$3,242,583 and a total estimated bid alternate cost of \$372,570 for a combined estimated cost of \$3,615,153, and authorized the solicitation of bids for construction; and

WHEREAS, in accordance with Minnesota law, the District solicited sealed bids for the construction; on October 24, 2018 the District held a mandatory pre-bid meeting drawing fourteen prime bidders; and on November 5, 2018 six bids were received and opened; and

WHEREAS, Rachel Contracting submitted the low bid of \$2,777,511.10 for the base bid, and the low bid of \$3,202,904.10 for the base bid and add alternates; and

WHEREAS, the District's design consultant has determined that the Rachel Contracting bid is responsive, and advises the Board of Managers that in its judgment Rachel Contracting is a responsible bidder; and

WHEREAS the Board of Managers, on the basis of its consultant's recommendation and its own judgment, that Rachel Contracting is a responsible bidder; and

WHEREAS, add alternate #1 is for the construction of permeable concrete unit paver trail, which under paragraph 1 of the Agreement the District, in its discretion, may retain in the contract or omit; which carries a bid price from Rachel Contracting of \$117,000; and which the Board of Managers elects to omit from the contract; and

WHEREAS, the Board of Managers finds that add alternates 2 and 3 should be included within the scope of the work; and

WHEREAS, under the Agreement the District's award of contract, and the determination of the scope of the contract awarded, are contingent on review and concurrence by the Edina City Council; and

WHEREAS, the District has solicited a quote for construction administration and oversight services from the design consultant, Inter-Fluve, Inc. based on Inter-Fluve's unique knowledge of the project and engineering work on other Minnehaha Creek restorations; and has received a quote of \$339,400; and the City and District have agreed to a cost sharing of construction administration services in which the City will pay 40% of the cost and the District will pay 60% of the cost based on proportions of work in the construction contract.

NOW THEREFORE BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers awards the contract for construction, consisting of the base bid and add alternates 2 and 3, to Rachel Contracting in the amount of \$3,085,904.10, contingent on the Edina City Council's concurrence in the award and the scope of the contract awarded;

BE IT FURTHER RESOLVED that on Edina City Council concurrence:

- The Administrator is authorized to issue a notice of award, and return and otherwise administer bid bonds in accordance with the terms of the request for bids; and
- The Administrator is authorized to execute a construction contract for the Project in the amount of \$3,085,904.10; and
- A project construction budget is established in the not-to-exceed amount of \$3,394,495 and the Administrator is authorized, in his judgment and on the recommendation of the District's construction oversight consultant, to authorize work changes obligating the District up to that amount; and
- The Administrator is authorized to issue a formal notice to proceed to Rachel Contracting in accordance with the terms of the contract, on advice of counsel and after receipt of a signed contract and required bonds and insurance documentation; and

BE IT FINALLY RESOLVED that the Administrator is authorized, on advice of counsel, to retain Inter-Fluve, Inc. to provide construction administration and oversight in an amount not to exceed \$373,340.

Resolution Number 18-120 moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: November 15, 2018

Secretary Date: November 15, 2018

BID AWARD MEMORANDUM



To: Laura Domyancich, Minnehaha Creek Watershed District (MCWD)
From: Jonathon Kusa, PE and Maren Hancock, PE, Inter-Fluve, Inc.
Date: November 6, 2018
Re: Arden Park Restoration (Project #5987140) – Bid Review

The following memorandum provides a review of the bid forms received for the referenced project, next step recommendations, and notes items for consideration. Note that Inter-Fluve has not completed a comprehensive bid package review for all received bids, but has completed a review of all the bid forms received and the bid package submitted by the apparent low bidder.

Inter-Fluve, Inc. (Inter-Fluve) reviewed six construction bid forms submitted on November 5th, 2018. Bids were received from Blackstone Contractors, LLC., Max Steininger, Inc., Rachel Contracting, Inc., Urban Companies, US SiteWork, and Veit. All six contractors attended the mandatory pre-bid meeting.

Inter-Fluve has tabulated the received bids and compared the submitted bids to the engineer's opinion of probable cost (EOPC) developed by the design team. Bid results are provided below in order of lowest to highest base bid, which is also the order from lowest to highest of the base bid plus alternates provided by each contractor.

Bidder	Base Bid ¹	Total of Bid Alternates	Base Bid + Bid Alternates
Rachel Contracting	\$2,777,511.10	\$425,393.00	\$3,202,904.10
Veit	\$2,819,207.90	\$585,231.00	\$3,404,438.90
Engineer's Opinion of Probable Cost	\$3,242,583.00 ²	\$372,570.00	\$3,615,153.00
Blackstone Contractors, LLC	\$3,294,072.40	\$409,298.00	\$3,703,370.40
US SiteWork	\$3,502,299.22	\$470,388.00	\$3,972,687.22
Max Steininger, Inc.	\$3,577,302.68	\$743,173.30	\$4,320,475.98
Urban Companies	\$4,322,792.00	\$585,013.00	\$4,907,805.00

Notes:

- 1) Base Bid total prices are those as provided by Contractors on submitted bid forms.
- 2) EOPC total price was updated from final design total price to include adjusted unit quantities and added bid items per the bid form provided in Addendum #1.



On the basis of base bid as well as the basis of base bid plus alternates, Rachel Contracting is the apparent low bidder. Rachel Contracting's bid form was reviewed and no math errors were found. In comparison to the median unit price extension Rachel Contracting's unit price extensions were typically lower than the median unit price extension of all the bids received. A few bid prices of note from Rachel Contracting's bid are listed below:

- Mobilization and Demobilization: Rachael Contracting is more than \$110,000 less than the median bid price and \$160,000 less than the EOPC (36% of the EOPC item price)
- Earthwork: Rachel Contracting is almost \$120,000 less than the median bid price and more than \$27,000 less than the EOPC (78% of the EOPC item price)
- Stone Type A and Stone Type B: Rachel Contracting has the highest unit price of any of the submitted bids and are between 2.5 and 3.5 times the EOPC unit price
- Bid items 66A, 67, 67A and 68: Rachel Contracting has the highest unit price of any of the submitted bids for these stormwater structures, and are almost double the median bid price

Based on bid form review and the above price comparisons, Inter-Fluve does not see a reason to reject Rachael Contracting's bid.

Based on review of Rachel's bid package, it is Inter-Fluve's opinion that Rachael Contracting's bid is responsive and that Rachael Contracting is a responsible bidder.

Table with columns: Bid Item #, Item, Unit, Quantity, Engineer's Opinion of Probable Cost (Unit Price, Extension), Rachel Contracting (Unit Price, Extension), Veit (Unit Price, Extension), Blackstone Contractors, LLC (Unit Price, Extension), US SiteWork (Unit Price, Extension), Max Steingler, Inc. (Unit Price, Extension), Urban Companies (Unit Price, Extension). Rows include items like MOBILIZATION AND DEMOBILIZATION, AS-BUILT SURVEY, EROSION AND SEDIMENT CONTROL, etc.



Applied River and Wetland Restoration

Founded 1983

November 9, 2018

Laura Domyancich
Planner and Project Manager
Minnehaha Creek Watershed District
15320 Minnetonka Blvd.
Minnetonka MN, 55345

Re: Scope of Work - Construction Services: Arden Park Restoration Project

Dear Laura:

Inter-Fluve, Inc (Inter-Fluve) is grateful for the opportunity to provide Minnehaha Creek Watershed District (MCWD) and the City of Edina with this proposed scope of services for the construction administration, management, and oversight for the Arden Park Restoration Project. We believe the following scope provides an effective and efficient team approach to delivering the desired outcome of the proposed construction.

The following scope outlines the construction administration and observation services offered by Inter-Fluve and our Subconsultants support team for their respective project components. Construction of Phase 1 of the project (the work covered by our design team) is anticipated to require eight (8) months, and Phase 2 (park structure construction) is anticipated to require six (6) months. Due to the complexity of the project and interconnectedness between the various construction elements, we recommend part-time construction observation that will allow us to be present onsite during the key parts of construction as well as for general construction observation. The primary observation scope includes review of the site (Phase 1) work, but includes up to 80 hours of observation and administration time for the coordination of the Phase 2 implementation, which may overlap and extend beyond the Phase 1 work. The following scope outlines construction services proposed by our team to facilitate efficient and effective completion of this project.

Per our meeting on November 7, 2018 Inter-Fluve understands that MCWD and Inter-Fluve will maintain ongoing correspondence throughout the construction timeline to discuss and plan for use of the construction services. Inter-Fluve will be responsible for leading the administration of construction services, while all final approvals and decisions will go through MCWD. Work will be billed as time and materials. Inter-Fluve understands that MCWD intends to communicate with Inter-Fluve to discuss allocation of onsite construction services hours completed by Inter-Fluve and its design team to respond to onsite conditions and changes that may arise. Inter-Fluve understands that MCWD intends to provide some of the construction services work that is included in this scope of work

(particularly under the landscape category); and that if such work is provided by MCWD, the correlating work (time and materials) will not be performed by Inter-Fluve's design team.

Inter-Fluve will:

- Provide weekly construction status updates to MCWD via email to document onsite conditions, change orders, and construction services budget status as observed by the design team.
- Communicate with MCWD to determine and direct onsite construction oversight presence by the design team

II. SCOPE OF WORK

The following tasks will be completed by Inter-Fluve and our team of Subconsultants in close communication with MCWD and the City of Edina. All deliverables will be provided to MCWD in electronic form unless noted otherwise.

1. Construction period technical assistance and construction observation.

- 1.1. Project Management & Coordination / Progress and Budget Reporting for Construction Phase Services – Provide project management and coordination services to ensure efficient resolution of questions and construction issues that arise. Provide coordination between project partners, contractor, and Subconsultants. Serve as main point of contact for Contractor for Phase 1 work. Coordinate with MCWD and City of Edina to address any issues. Coordinate timing of contract work between Phase 1 and Phase 2 (building) construction efforts. Facilitate effective communication between all project members throughout the project delivery. Manage overall project budget as well as oversight budget for consulting team. Establish project management and document logs, which will be developed at the beginning of the project and tracked/updated through the duration. Documents are anticipated to include the following: Requests for Information, Proposed Change Orders, Contract Change Directives, and Field Orders.
- 1.2. Pre-construction Meeting –Inter-Fluve (Field Engineer and Project Manager) will attend a pre-construction meeting to provide designer input and perspective on construction of the project. Clarification will be provided on questions related to the design intent or details of the plans. This will be an opportunity to introduce the Contractor to the Partners, identify contact information for the Contractor, identify Contractor staffing, and discuss questions and concerns. Following an indoor meeting, Inter-Fluve and the Partners will lead a site walk to discuss further details.
- 1.3. Preliminary Schedule Reviews – Provide review and generate comments on the Contractor's preliminary schedule, schedule of values and shop drawing submission schedule. Assist with discussions with the Contractor related to

requirements of the Contract, including sequencing of construction and schedule of values breakdown.

- 1.4. Tree Removal Flagging – Due to the sensitivity of this issue within the community, Inter-Fluve, in coordination with the City of Edina Forester, will flag all trees for removal by the Contractor prior to start of construction. All additional trees that are requested by the Contractor for removal during construction will be reviewed and approved by Inter-Fluve and the City of Edina, prior to removal.
- 1.5. Staking Review - The Inter-Fluve team will review Limit of Disturbance (LOD) and coordinate with Contractor to adjust LOD location relative to specimen trees, natural features, and other site-specific impacts. The Inter-Fluve team will review staking completed by the Contractor for design elements within the Phase 1 work. Inter-Fluve will stake the centerline of the creek and limits of proposed creek bed and bank material one time.
- 1.6. Review of Contractor Submittals – Inter-Fluve will communicate with the project partners (MCWD and City of Edina) and Contractor, review Contractor submittals. Up to 20 contractor submittals are included in the scope. Inter-Fluve will review these documents and submit to MCWD for final review. General tasks for all submittals will include:
 - Review Contractor’s submittals of information and shop drawings for the Project and either mark “No Exceptions Taken,” “Make Corrections Noted,” “Revise and Resubmit,” or “Rejected” on each submittal. Provide MCWD with a brief written narrative of what is required from the Contractor for items the team mark on each submittal response.
 - Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
 - Review items that have been submitted by the Contractor as a substitution or an “approved equal” for specified items. Ensure that each substituted item meets the performance requirements specified in the Project specifications and ensure its compatibility with other components of the project. Consult with MCWD’s Project Manager regarding acceptability of the proposed substitution.
 - Upon completion of review, return the submittals with any written narratives to MCWD.
 - Track and maintain submittal log on the project file transfer site.
- 1.7. Pay Request Review –Inter-Fluve has included 40 hours, assuming 10 pay requests at 4 hours each, to review and confirm quantities for pay applications.
- 1.8. Develop Field Orders for minor changes to the Work (FO’s) - Inter-Fluve will develop up to ten (10) FO’s. This work includes the following:
 - Complete the form and any sketches/drawing that are needed.
 - The FO’s will be issued after discussions with the design engineer and MCWD.
- 1.9. Respond to Requests for Information (RFI’s) - Inter-Fluve will respond to up to ten (10) questions and issues raised by the general contractor during construction.

Major issues will be coordinated and discussed with MCWD. Inter-Fluve will provide recommendations for review and MCWD will be responsible for submission to the Contractor.

- 1.10. Develop Change Order (CO) Packages – Interfluve will provide written response for up to five (5) CO packages. A CO package includes the following:
 - A summary paragraph for the reason of the change.
 - A review and signature of the CO form.
- 1.11. Construction observation (general) - It is anticipated that MCWD and the City of Edina will be able to provide daily field observation for the duration of the project. The Consultant team will be responsible for specific observation as outlined below. Inter-Fluve will provide coordination and communication facilitation between the various technical teams. One Inter-Fluve staff will attend up to twenty (20) weekly construction meetings to support the overall delivery of the project. Inter-Fluve will provide up to 15 survey reference datum and survey control checks throughout the project to verify that accurate survey control is maintained throughout construction. This will occur monthly and at the initiation of major construction scope work. This task includes up to 80 hours of onsite oversight time.
- 1.12. Construction observation (stormwater, structural and civil) – This task is to be completed by Wenck and includes the tasks listed in Appendix A. Generally, Wenck will provide construction oversight support for civil construction items including building pad, trails, bridges, swales, stormsewer, retaining walls, and boardwalks.
- 1.13. Construction observation (dam removal and stream restoration) - Inter-Fluve will provide up to 480 hours (approximately 45 days) of stream construction observation during the dam removal associated channel construction and vegetation planting of the riparian area. Inter-Fluve will provide quality control of grades and lines developed by the contractor using RTK and/or Total Station survey equipment. Direct communication with the Contractor will be the responsibility of MCWD. Communication with regulators is the responsibility of MCWD. Inter-Fluve will provide photo documentation of activities occurring during the oversight time Inter-Fluve has staff (or subconsultant staff) on-site.
- 1.14. Construction observation (Landscape Architecture) – This task is to be completed by Hart Howerton – See detailed scope in Appendix B. Generally, Hart Howerton will provide construction oversight support for items including material submittal reviews, vegetation planting staking, boardwalk materials and layout, site reviews, site walkthrough, punchlist development, and other miscellaneous tasks as needed and approved by MCWD.
- 1.15. Construction observation (Geotechnical) – This task is to be completed by Haugo. Generally, Haugo will be on-call for observation and field design guidance associated with helical pile, foundation, and soils management on the site. Haugo will only perform services as directed by Inter-Fluve.
- 1.16. Monthly Construction Meetings – Inter-Fluve will organize and facilitate monthly construction meetings throughout the duration of the project. Inter-Fluve will have two staff attend eight (8) monthly meetings in person. Marty Melchior will attend six (6) meetings via phone.

- 1.17. Submittal of weekly construction logs – This task will be completed by MCWD or the City of Edina. Inter-Fluve will provide weekly construction logs for periods during which full-time observation is provided by the Inter-Fluve oversight team. Inter-Fluve will develop a standard log format and distribute the weekly logs for the duration of the project.
- 1.18. Remotely Respond to Questions – Inter-Fluve has included up to 60 hours of staff time to remotely respond to questions from the Contractor and oversight team. Due to the multi-disciplinary nature of this project, we anticipate coordination during the trail, stairs, boardwalk, stormwater, and building construction portions of the project, but we do not anticipate having river restoration specialty staff on-site for these portions of the project.
- 1.19. Site walk-through – The design team will conduct two final site walk-throughs with the Contractor following Substantial Completion and Final Completion of the project. At Substantial Completion, a punchlist will be developed. Inter-Fluve will be responsible for coordinating with MCWD and the City of Edina to confirm substantial and final completion of the project and provide notification to the Contractor.
- 1.20. Record Documents – As-built and record documentation is the responsibility of the contractor or others. We have included eight (8) hours for the review and comparison of submitted record documentation with our own construction services documentation.
- 1.21. Phase 2 (Building) Construction Administration and Construction Observation Support – The Inter-Fluve team is not anticipating a lead role in the delivery of the park structure and associated construction, but due to potential coordination between the contracts and desire to minimize detrimental impacts to completed site work, some ongoing coordination is anticipated. Inter-Fluve has included 100 staff hours to provide ongoing construction administration support of the Phase 2 efforts. The scope will be directed by MCWD, but is anticipated to potentially include phone calls, meetings, site review, access coordination, and site restoration planning and review.

Deliverables

- As listed above.

Assumptions

- Pre-construction meeting will be scheduled and organized by MCWD or the City of Edina.
- Until the selected Contractor has submitted a construction schedule indicating the construction length and delivery plan, Inter-Fluve cannot precisely estimate the duration of construction observation. For the purposes of this scope and budget, we have assumed part-time on-site observation for 8 months. If this changes, the contract can be amended as necessary.
- The Contractor will be responsible for all surveys, measurements, or elevation checks as necessary to ensure accuracy with the design plans.

- It's assumed post construction observation and maintenance period enforcement of the planted vegetation within the riparian area will be completed by MCWD staff. Inter-Fluve is available to provide support of this task if requested via amendment.
- Others will be responsible for oversight and management of the Phase 2 contractor for building construction.
- The Inter-Fluve labor hours for the scoped effort are identified in the attached spreadsheet.
- Coordination of independent testing (concrete, asphalt, etc.) will be done by others and paid for by MCWD or City of Edina

Personnel

Based upon staff experience, delineation of primary staff responsibilities for the work outlined herein is indicated below.

Principal/ Project Manager: **Jonathon Kusa, PE**
Project Representative/Primary Contact: **Maren Hancock, PE**
Senior Staff: **Marty Melchior; Ben Lee, PE**
Staff: **Sean Morrison, Zach Sudman**

Fee

The estimated fee associated with the scope outlined is \$339,400. The work will be billed hourly with an amount not to exceed \$339,400 without prior authorization from MCWD. Please see attached spreadsheet for full fee details.

As always, please call when you have had a chance to review the scope and fee. I would be happy to answer any questions you have and adjust the scope/fee as needed to meet your goals and objectives. We look forward to continuing to work with MCWD to deliver this project.

Thank you,

Submitted digitally

Jonathon Kusa, PE
Phone: 651-337-6200

jkusa@interfluve.com

Submitted digitally

Maren Hancock, PE
Phone: 651-337-6100

mhancock@interfluve.com

Appendix A - Wenck Detailed Scope/Fee

1. Oversight (trails, stormwater, boardwalk, storm sewer, terraces, retaining wall, bridges, building pad) (up to 135 hours) = \$20,600
 - a. On-site review of installation and materials during key periods of construction.
 - b. Coordination with the contractor on-site regarding installation of identified park features noted above.
 - c. Development of punchlist and one punchlist walk-through.
2. Construction staking (trails, stormwater, boardwalk, storm sewer, terraces, bridges, building pad) (Assume 10 visits and up to 125 hours) = \$20,000
 - a. Staking of key features noted above for alignment and grade
 - i. does not include establishment of vertical controls for the project or re-staking of features
 - ii. does not include setting grades outside of amenities noted above.
3. Submittal review (trails, stormwater, boardwalk, storm sewer, terraces, retaining bridges, building pad) – Assume 12 submittal reviews = \$3,600
 - a. Review shop drawings, samples, technical performance data, and other contractor submissions for general compatibility with the design intent and conformance with information given in construction documents.
 - b. Coordination with contractor on resubmittal
4. RFI response – Assume 5 reviews = \$1,450
 - a. Review of Requests for information
 - b. Response to requests for information from the contractor
5. Change Orders – Assume 3 = \$1,305
 - a. Development of change order documentation for response from the contractor including drawing edits
 - b. Review of change order submittals and pricing associated with work
6. Construction Oversight coordination general = \$1,500
 - a. Coordination with contractor and city on progress of the project and changes identified during the project.
 - b. Attendance at two project coordination meetings (Pre-Construction and one additional meeting) with City and Watershed District.
 - c. Review of pay requests related to trails, stormwater, boardwalk, storm sewer, terraces, retaining wall.

Assumptions:

- All budget updates will be done by others
- Assume as-builts are completed by others
- Coordination of independent testing will be done by others and paid for by MCWD or City of Edina
- Wenck will not be responsible for developing any meeting agendas and minutes

Appendix B - Hart Howerton Detailed Scope/Fee

PROPOSAL FOR LANDSCAPE CONSTRUCTION ADMINISTRATION**Hart Howerton Task and Fee Summary****Assumptions:**

- Assumes a 26 - week Schedule for the Construction
- Assumes that HH can perform multiple tasks on site visits

A. CONSTRUCTION TEAM MEETINGS	Fee \$3,000
a. Attend Pre-Construction Conference	
b. Attend (5) Five Team Meetings During Construction	
B. Construction Administration – Office Tasks – Planting	Fee \$13,450
a. Process Landscape Submittals (Assumes Approximately 20)	
b. Review Planting Materials Samples (Assumes Approximately 8)	
c. Issue Supplemental Instructions to Contractor Questions	
d. Advise on Contractor Applications for Payment	
e. Review Project Close-Out Documents	
C. Construction Administration - Office Tasks – Paving/Hardscape	Fee \$4,920
a. Process Selected Hardscape Submittals (Aesthetic / Color Review Only)	
b. Bridge Samples and Shop Drawings	
c. Boardwalk Samples and Shop Drawings	
d. Paving Material Samples and Shop Drawings	
e. Wall Material Samples and Shop Drawings	
f. Bench Shop Drawings and Color Selection	
D. Construction Observation Site Visits	
a. Planting / Grading Site Visits	Fee \$11,880
i. Observe Finish Grading of Swales, Turf and Upland Areas)	
ii. Observe Turf Area Prep and Install	
iii. Plant Material Review Upon Delivery	
iv. Plant Material Layout	
v. Watering Procedures	
vi. (Rodent / Waterfowl Protection by IFI)	
vii. (Native Area Seed Install by IFI)	
viii. (SWPP and All Erosion Control Review by IFI)	

- | | |
|---|--------------------|
| b. Paving / Hardscape Site Visits (For Aesthetic Review Only) | Fee \$7,925 |
| <ul style="list-style-type: none">i. Visit to Stone Supplier to Pick Out Stone (Local)ii. Bridge Installationiii. Step Installationiv. Initial Trail Installation, Mock-up Reviewv. Shelter Plaza Installation including:<ul style="list-style-type: none">1. Layout of terrace related to interior FFE, drainage, paving patterns, cutouts, tree well excavation and tree / groundcover planting, joint filler, grade connections for winter and summer uses, and resolution of paving connection points at columns.vi. Stone Placement (Swale Outfalls, Stone Seats at Landings)vii. Park Bench Location / Installations) | |
| c. Punch List Process | Fee \$4,380 |
| <ul style="list-style-type: none">i. Substantial Completion Punch List (Planting and Turf)ii. Final Acceptance Punch List (Planting and Turf) | |

GRAND TOTAL

Fee \$45,555

