

Minnehaha Creek Watershed District

REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2017

TITLE: Approval of Design Scope and Authorization to Award Preliminary Design Contract for the Wassermann West Park and Natural Resource Improvement

RESOLUTION NUMBER: 17-071

PREPARED BY: Anna Brown

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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.
<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): Final action at November 16, 2017 Board Meeting.	

PURPOSE or ACTION REQUESTED:

Approval of a design scope with Wenck Associates to develop a preliminary design for the park and restoration on properties 650230600 and 650230700 west of Lake Wassermann, City of Victoria, and authorization for Administrator to enter into design contract.

PROJECT/PROGRAM LOCATION:

Lake Wassermann, Victoria, MN

PROJECT TIMELINE:

November 29, 2017: Begin work on park and restoration design
March 31, 2018: Estimated completion of Wassermann West park and natural resource plan
Spring 2018: Implementation of pond alum treatment
2019: Commence park construction

PROJECT/PROGRAM COST:

Fund name and number:	Planning-Six Mile Halsted Bay Planning (2002)
Current budget:	\$200,000
Expenditures to date:	\$122,000
Total contract amount:	\$139,000 and 10% contingency
City contribution:	\$69,500
District contribution	\$69,500

PAST BOARD ACTIONS:

February 23, 2017: RES 17-014 Authorization for the District to acquire the Wassermann West property
May 11, 2017: RES 17-035 Authorization to enter cooperative agreement with the City of Victoria for planning and execution of a park and natural resource enhancement on the Wassermann West property; and authorized staff to solicit one or more consultants for park design and water quality/wetland restoration design and bring proposed scopes of work forward for Board consideration.

SUMMARY:

In May of 2014, the Board formally adopted the Six Mile subwatershed as a geography of strategic planning and implementation focus. In March of 2015 the City of Victoria and the District executed a Memorandum of Understanding (MOU) which identifies the mutual value both agencies find in cooperative planning, coordination across agencies on priority water resource issues, and increasing regulatory coordination to support and foster integrated water and natural resources management. One of the priority water resource management areas identified for increased collaboration is Lake Wassermann, an impaired waterbody within the City of Victoria. Since May of 2016, the District has convened staff and policy makers from the geography as the Six Mile-Halsted Bay Planning Partnership to engage in the proactive development of a subwatershed and implementation plan which integrates identified water resource issues and natural resource areas with local planning and development projects and goals.

As planning has advanced with the Six Mile-Halsted Bay planning partnership, the District has sought to remain responsive to land use change and opportunities emerging in real time and concurrent with the formal planning process. Through routine coordination with the City of Victoria, staff from both agencies identified 33.5 acres of undeveloped land for sale along the Lake Wassermann shoreline. The two parcels include a 22 acre wetland with 6 acres of open marsh, as well as a wooded bluff along the lake shoreline. The property's wetland is a source of phosphorus pollution to Lake Wassermann. In addition to supporting the District's public interest in protecting and enhancing high value conservation land and improving water quality on priority water bodies, the property was of interest to the City for providing public access and supporting its park, trail, and open space goals. The City's 2008 Comprehensive Plan identified this area as a key connecting piece for both local and regional trail from the northeastern properties to the newer developments south of Lake Wassermann.

On February 23, 2017, the MCWD Board of Managers authorized the execution of a purchase agreement with the landowners for a purchase price of \$875,000. The purchase agreement included a contingency period between execution of the purchase agreement and closing in which the District and City would develop a cooperative agreement memorializing the joint aspirations with the property.

On May 11, 2017, staff received authorization from the MCWD Board to execute a cooperative agreement with the city of Victoria. The cooperative agreement included the following terms:

- The City and District would engage in a coordinated design process to develop preliminary plans for park improvements in the upland part of the property. The plans would include a phased construction plan, a financing plan and an operation and maintenance plan. In addition, the plans may provide for trails, boardwalk, signage and similar passive recreational elements within the wetland area.
- Under the design scope, the consultant also would prepare plans for District water quality and vegetation restoration work in the wetland/riparian area under its easement, including alum treatment of the basin.
- The City and District also would finalize a purchase agreement under which the District would convey the property to the City for the amount of \$850,000, in accordance with terms attached as an addendum to the cooperative agreement, including the District's reservation of an easement on the wetland and wetland edge.

- After completion of mutually approved preliminary plans, the District and City would proceed to close on the property conveyance, and the City would be responsible to construct the park improvements and District will be responsible for restoration and water quality work within its easement area. The parties would cooperate to explore grant or other external financing opportunities.

Subsequently, the District closed on its acquisition of the property. It has continued to work with the City to develop the final purchase agreement and preliminary design scope. The Board's May 11, 2017 action delegated authority to the District Administrator to execute the final purchase agreement with the City, provided that it is materially consistent with the letter of intent incorporated in the cooperative agreement approved by the Board.

November 9, 2017 Meeting

At the November 9, 2017 Board Workshop, staff will present a draft Scope of Services with Wenck Associates, and Hart Howerton serving as a subconsultant, to prepare preliminary plans for Wassermann West. This approach is consistent with the cooperative agreement under which the District would retain, with City concurrence, a consultant for the preparation of preliminary plans. The cost of the design scope would be split between the two agencies. The consultant team and scope of services will also be reviewed and approved by the Victoria City Council.

The scope of services includes three phases of work:

- Data collection and site survey, which includes a topographic survey, tree survey, and soil borings.
- Alum treatment plan, which includes all work necessary to develop a treatment plan to address phosphorus loading from the pond on site
- Park design, which includes public engagement, and preparation of schematic plans for trails, structures, shoreline programming, and planting plans

In addition to the services outlined in the design scope, the cooperative agreement specifies accompanying documentation to include a phased construction plan, financing plan and O&M plan. These elements will be developed by staff from the District and City and will accompany the preliminary plans.

Itemized costs for these services are provided on page 12 of the scope of services.

Once the preliminary design plans are finalized and approved by the District Board of Managers and the Victoria City Council, the City will be responsible for finalizing design and preparing bid documents for the upland park improvements and District will be responsible to do the same for elements of the wetland restoration design. The City and District will, in accordance with the cooperative agreement, collaborate to seek grant dollars or other funding mechanisms to implement construction.

Attachments

- Draft scope of services
- Concept design
- Draft contract

RESOLUTION

RESOLUTION NUMBER: 17-071

TITLE: **Approval of Design Scope for the Wassermann West Park and Natural Resource Improvement and Authorization to Execute Contract**

- WHEREAS, pursuant to Resolution 14-047 the MCWD Board of Managers has identified the Six Mile Creek subwatershed as a priority area for focusing District planning activities and coordination efforts with subwatershed partners; and
- WHEREAS, on March 26, 2015 District to entered a Memorandum of Understanding with the City of Victoria (the City), outlining opportunities to collaborate and integrate mutual efforts in the realms of coordinated planning of local water and land use plans, assessment of specific water management issues, and coordinated regulatory review of water and land development; and
- WHEREAS, the District has developed a plan for the Six Mile Creek-Halsted Bay subwatershed that identifies implementation strategies to achieve the District's goals of protecting and improving water quality, water quantity, ecological integrity, and thriving communities through land use and water integration;
- WHEREAS, District and City staff have worked together under this planning framework to proactively identify areas for coordinated project development at the urban fringe; and
- WHEREAS, District and City staff identified the Wassermann West property (the Property), consisting of 33.5 acres, more or less, riparian to the western shore of Wassermann Lake and owned by DM & RS Limited Partnership and the Minneapolis Jewish Federation, as an opportunity for coordinated project development to meet strategic goals of both the District and City by improving lake water quality, protecting and enhancing riparian wetland and shoreline, and affording public access to Wassermann Lake, among other potential project benefits; and
- WHEREAS on February 23, 2017, the MCWD Board of Managers authorized the execution of a purchase agreement for the Property at a cost not to exceed \$875,000, with closing contingent on executing a cooperative agreement with the City providing for conveyance of the property to the City on completion of preliminary plans for public natural resource restoration and recreational improvements; and further authorized staff to develop a purchase agreement with the City as well as a design scope for water quality, ecological enhancement, and public access improvements;
- WHEREAS, on May 11, 2017, the MCWD Board of Managers authorized the execution of a cooperative agreement with the City of Victoria including the following terms:
- The City and and District will collaboratively develop preliminary park plans for the Property;
 - MCWD and the City will enter an agreement for conveyance of the Property from the District to the City for a cost of \$850,000, with the District reserving an easement allowing it to undertake work for water quality and wetland restoration purposes;
 - The City and District will collaborate to develop a phasing and investment plan for park improvements, including identification of external grants or other financing strategies;
 - After completion and mutual approval of preliminary plans and closing on the property conveyance to the City, the City will, at its cost, prepare a final design and construct the park

improvements and the District will, at its cost, perform water quality and restoration improvements; and

WHEREAS, on May 11, 2017, the MCWD Board of Managers further authorized the District administrator to:

- develop, and execute, a purchase agreement materially consistent with the Cooperative Agreement and incorporated letter of intent, for the conveyance of a contract for deed with the City of Victoria, and take all administrative steps to fulfill the terms to prepare for closing on the conveyance;
- solicit one or more consultants for park design and water quality/wetland restoration design and bring proposed scopes of work forward for Board consideration; and

WHEREAS the District subsequently closed on the acquisition of the property and now owns the property in fee; and

WHEREAS District staff solicited a scope of services from Wenck Associates, with Hart Howerton as a subconsultant, and this team is uniquely qualified for preliminary design due to its familiarity with the site through its role in developing the park concept plan and preliminary feasibility for alum treatment on site; and

WHEREAS pursuant to the Cooperative Agreement between the City and District, the total costs to prepare preliminary plans are to be shared equally between the two agencies;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District administrator, after execution of the Purchase Agreement for the property by the District and City, with any final non-substantial scope adjustments and the concurrence of the City, and on advice of counsel, to execute a scope of services contract with Wenck Associates for \$139,000.

BE IT FURTHER RESOLVED that in administering the contract, the District Administrator may expend an additional sum up to 10 percent of the District's funding share, with an equal contribution from the City as the Administrator finds appropriate.

Resolution Number 17-071 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

**DRAFT for discussion purposes only and subject to Board approval and the availability of funds.
Resolutions are not final until approved by the Board and signed by the Board Secretary.**

Proposal



Responsive partner.
Exceptional outcomes.

To: Anna Brown, *Planner & Project Manager*
Minnehaha Creek Watershed District

From: Chris Meehan and Mark Schroeder, Wenck Associates, Inc.

Date: October 11, 2017

Subject: Wassermann West Waterfront Park

Background

In May of 2017, the City of Victoria (City) and Minnehaha Creek Watershed District (MCWD or District) entered into a cooperative agreement memorializing each party's intent to develop a park and restoration plan for a 33.5 acre site along the Lake Wassermann shoreline. At the time of execution of the agreement, the District had a purchase agreement with the landowner and subsequently closed on the property.

The property's wetland is a source of phosphorus pollution to Lake Wassermann, a priority waterbody for restoration by both the City and District. In addition to supporting the District's public interest in protecting and enhancing high value conservation land and improving water quality on priority water bodies, the property is of interest to the City for providing public access and supporting its park, trail, and open space goals. As such, the cooperative agreement committed each agency to participate in a collaborative design process for the wetland and upland area of the property to enhance both natural resource and recreational value.

In advance of the execution of the cooperative agreement, the City and District collaborated to develop a concept layout for the park which serves as the basis for this scope. The goals of the park and restoration plan are as follows:

- Develop a treatment plan for the 6 acre pond to reduce phosphorus loading to Lake Wassermann
- Maintain and enhance vegetation in the upland and wetland areas of the property
- Develop and execute a public engagement process to inform recreational programming and site layout
- Determine layout and design of trails and facilities such as the parking, restrooms, and other structures

This scope represents the first phase of work for the park and restoration design. Following schematic design, the City will be primarily responsible for construction of the park improvements while the District will perform activities related to the wetland restoration.

The District and City will continue to coordination on identification of grant opportunities and funding planning, permitting, and implementation timelines.

Scope of Work

Wenck Associates, Inc. (Wenck) and Hart Howerton (HH) are pleased to submit a scope of work and schedule to develop draft plans and cost estimates for the proposed Wassermann West Waterfront Park in Victoria. This proposal is based on the concept plan dated March 20, 2017 by Hart Howerton.

Our proposal includes illustrative and explanatory plans, elevations, sections, sketches and images, as well as a cost opinion. The proposed park shall include an entry road and parking for 20 paved spaces and 30 reinforced turf spaces, central park green, trail system, picnic shelter pavilion, restroom building, overlooks, a boardwalk trail system, fishing pier, signage, native woodland restoration and full park landscape with irrigation. The park may also include a kayak access point, kids' exploration area, children's nature play structure, and warming hut; however, these will be optional to this scope. We propose the following phases and tasks to complete the project.

- Phase 1 Data Collection and Site Investigation
 - Task 1.1 Data Collection/Site Survey
 - Task 1.2 Geotechnical Investigation
- Phase 2 Alum Treatment Plan
 - Task 2.1 Pond Sediment Aluminum Sulfate Dosing, Plans, and Specifications
- Phase 3 Park Design
 - Task 3.1 Meetings/Site Walkthrough
 - Task 3.2 Schematic Design

A detailed description for each of the above phases and tasks is provided below.

Phase 1 Data Collection and Site Investigation

Task 1.1 Data Collection/Site Survey

Wenck will conduct a topographic survey and tree survey. Wenck will also conduct a survey of preliminary alignment for the proposed trail and site features following the site walkthrough. The District will provide pond and lake bathymetry data. We will gather all information from the MCWD, City of Victoria and other relevant agencies and sources as a basis for setting up the project, understanding of the site planning criteria and background to the community who will use the park. Hart Howerton will visit the site in an evaluation of the Concept Master Plan to understand how the plan fits with the existing site conditions, opportunities, and constraints. We will also begin to identify the best locations for the various programmatic elements and set initial stakes to identify key landmark locations. The site visit will also determine

trees and areas to be protected. MCWD staff will be invited to attend the site visit with Hart Howerton.

Topographic Survey

A topographic survey will be conducted by Wenck to gather topography and site features. The survey will include:

- ▲ Request private utility locate
- ▲ Conduct field survey of area of site
- ▲ Collect sufficient elevation data to generate surface contours at a 1' contour interval
- ▲ Provide manhole inverts and pipe sizes based on field measurements and available mapping.
- ▲ Locate public and private utility lines marked as a result of a Gopher One Call locate request and based on visible above ground evidence
- ▲ Install up to 3 durable on-site survey control points

Objectives:

- Create existing conditions drawing from survey data and ALTA (by others)

Tree Survey

A tree survey will be conducted by Wenck to determine species and size of all trees at least 6 inches DBH and larger within the proposed impacted area as delineated by project partners. The survey will include:

- ▲ Field identification of all trees at least 6 inches DBH and larger
- ▲ Tree tags with unique numbers
- ▲ GPS coordinates of significant tree location
- ▲ Species, diameter/height, and tag number of each significant tree

Objectives:

- Create tree preservation plan including a table with information on each qualifying tree

Preliminary Alignment Survey

Wenck will provide preliminary alignment survey of the proposed trail and site features after the site walkthrough from Phase 3. The alignment staking will include:

- ▲ Survey of trail alignment and key landmark locations after site walkthrough
- ▲ Survey of trees and areas to be protected as marked from the site walkthrough

Objectives:

- Collect preliminary alignment of the trail from site walkthrough for design

Pond and Lake Survey

A bathymetry survey of the pond will be conducted by Minnehaha Creek Watershed District and provided to Wenck in a format compatible with GIS or CAD software. The District will provide a stake at the water level elevation at the time of survey for Wenck to survey and convert into the correct datum. The District will also provide lake depth data and datum to Wenck in a format compatible with GIS or CAD software. The data provided will be used to aid in locating the fishing pier and kayak access.

Deliverables and meetings:

- Existing Conditions Plan (D)
- Preliminary Tree Preservation Plan (D)

Task 1.2 Preliminary Geotechnical Investigation

Wenck will perform a preliminary geotechnical investigation to understand design requirements of the proposed infrastructure.

Soil Borings

Wenck will drill approximately 13-15 soil borings in critical locations identified for the trail, boardwalk, crossings, parking lot, restroom building, pavilion, and overlooks to aid in preliminary design based on the site walkthrough in Phase 3. It appears two to three of these borings will require special means of access (north island) and may be limited to hand auger borings with dynamic cone penetration tests.

Standard penetration testing will be completed at 2.5-foot intervals in each location to characterize the subsurface and gather information regarding the engineering properties of the soil. Representative samples of cohesive and/or organic material encountered will be collected for laboratory testing as needed.

Objectives:

- Drill borings at identified critical locations to characterize the subsurface
- Create soil boring logs to document the investigation
- Perform lab tests on poor soils to estimate engineering properties

Preliminary Geotechnical Report

Once the soil borings are drilled and logs created, Wenck will complete a geotechnical report. The report will include recommendations for the infrastructure improvements that may require soil correction, estimated bearing capacities and settlement potential.

Objectives:

- Create preliminary geotechnical report with recommendations to aid design of proposed infrastructure and identify areas that may need additional investigation

Deliverables and meetings:

- Preliminary Geotechnical Report with Soil Boring Logs and Lab Results (D)

Phase 2 Alum Treatment Plan

Task 2.1 Pond Sediment Aluminum Sulfate Dosing, Plans, and Specifications

The objective of this task is to quantify vertical mobile P concentrations in Wasserman West Pond for use in estimating the thickness of the sediment layer that needs to be treated with aluminum sulfate (alum). Sediment data collected in 2016/2017 and pond bathymetry collected in Task 1 will be used to develop the alum dose of Wasserman West Pond. Wenck will include a summary memo that outlines sediment chemistry results, alum dosing results, and a refined cost estimate for alum applications on Wasserman West Pond. Wenck will meet with District staff to discuss the alum dosing results.

Wenck will also develop the alum dosing specifications and bid documents for Wasserman West Pond based on the results of the alum dosing. Wenck will use these results with input from the District to develop specifications for the alum application that include application rates, locations, timing, equipment requirements, staging and any other necessary information.

Objectives:

- Develop a refined alum dose and cost based on sediment chemistry data and pond bathymetry
- Develop plans and specifications for the alum application

Deliverables and meetings:

- Technical memorandum outlining alum costs (D)
- Plans and Specifications for an alum dose on Wasserman West Pond (D)
- Alum dose meeting with City and MCWD (M)

Phase 3 Park Design

Task 3.1 Meetings/Site Walkthrough

Meetings

Wenck and Hart Howerton assume the following meeting schedule:

- Project kick-off meeting/site walkthrough (City, MCWD, WAI, HH)
 - The goals and thought process for both the City of Victoria and the MCWD will be discussed at that session as well as the set-up for the public Open House, future schedule, meetings, and any other criteria that might have impact on the design process
 - Review the site and the opportunities and constraints
- Open House/Public Meeting (City, MCWD, HH)
 - To gain public input and confirmation of Park Building Program. Hart Howerton will be in a listening mode and will be available to present concepts or respond to questions. It is assumed that all maps and background materials for the Public Meeting are already available from the Concept Phase so we will not be generating any new materials for the meeting.
- Committee Meeting (City, MCWD, WAI, HH)
 - To review the comments from the Public Meeting and agree on a final park program. The outcome of this meeting will become the working programmatic document that will direct all subsequent work in the Schematic Design.
- Team meetings (2 meetings) (City, MCWD, WAI, HH)
 - One meeting approximately midway of Conceptual Design
 - One meeting at end of Conceptual Design
- Weekly internal coordination meetings (5 meetings) (WAI, HH) (Onsite or via conference call)

Site Walkthrough

Wenck will conduct an onsite walkthrough with City staff, MCWD staff, and Hart Howerton in combination with the kickoff meeting. The walkthrough will evaluate the Preliminary Master Plan to understand how the plan fits with the existing site conditions, opportunities, and constraints. HH, in collaboration with the group, will begin to identify the best locations for the various programmatic elements and set stakes to identify key landmark locations and soil boring locations. The walkthrough will also determine trees and areas to be protected, which will be marked as such and collected as outlined in Phase 1.

Objectives:

- Determine final trail alignment and location of park features
- Determine critical soil boring locations

- Identify trees to be protected and removed with input from City Staff, MCWD staff, and Hart Howerton

Deliverables and meetings:

- Project Kick-off Meeting (M)
- Site Walkthrough (M)
- Open House (M)
- Team Meetings (2) (M)
- Weekly internal coordination meetings (5) (M)

Task 3.2 Schematic Design

Wenck

WAI will develop the following schematic plans:

- Overall Park Layout Plan
 - To identify key park features in CAD format to scale with assistance from HH in the form of hand sketches.
- Typical Sections
 - To identify trail and parking lot section materials and thicknesses
- Site Grading Plan
 - Hand sketch of grading concept and finished floor elevations established by HH, digitized by WAI. WAI to use digitized version to establish cover cut and fill and utility tie-ins.
- Utility Plan
 - To identify water, sewer, and electrical services to the site
- Upland (outside of active park area), Wetland, and Restoration Plans
 - With guidance from MCWD

Wenck will provide an estimate of probable cost for the proposed site features with assistance from Hart Howerton on their design elements.

Wenck will develop preliminary options for stormwater BMPs. Wenck will use the E-Grade framework to assess project benefits including changes to shoreline conditions, wetland values, water quality, and biodiversity. The framework will help identify project approaches that maximize improvements to hydrology, biodiversity, habitat diversity, nutrient cycling, and recreation. This approach ensures that the project maximizes the beneficial impacts to the watershed and ultimately Wassermann Lake.

Wenck will evaluate emergency and ADA access options to various areas of the park with guidance from the City. The evaluation will include feasibility of access, preferred materials, typical sections, clear distances, and potential costs to achieve each access type.

Hart Howerton

HH will develop the following conceptual plans:

- Conceptual Design Plan (Hand Sketch)
 - For key park features, paths, gathering spaces and surrounding planted areas, at a scale of 1"=60'.
 - HH will also assist the MCWD in establishing the design direction of the upland woodland restoration areas by preparing a list of plant materials and by describing the desired design intent to create the frame for the park.
- Irrigation Concept Description in written form for cost estimating purposes
- Special Detail Area Plans (Hand Sketches)
 - Entry Corridor with Sign and Bridge, Lake Overlook (no trellis), and Wetland Overlook (no trellis) (Generally at a scale of 1" = 20' or larger)
- Architectural Elements (Hand Sketches)
 - Lakeside Overlook
 - Plan, Section, Callout of materials (for cost estimating purposes)
 - Restroom Building
 - Assumed building program
 - Plan
 - Callout of materials, amenities, fixtures, ADA requirements, security systems venting, utility requirements and other elements pertinent to public restrooms.
 - Note that Wenck will evaluate soil bearing capacity and potential settlement of soil encountered at proposed foundation depths. Wenck will provide recommendations for soil correction, dewatering, and foundations types as applicable. The final design of the foundation (type and size) for anticipated structural loads will be provided by a structural engineer in a future phase of the project.
 - Picnic Pavilion (Hand Sketches)
 - Plan, Section, Elevation, Callout of materials
 - Note that Wenck will evaluate soil bearing capacity and potential settlement of soil encountered at proposed foundation depths. Wenck will provide recommendations for soil correction, dewatering, and foundations types as applicable. The final design of the foundation (type and size) for anticipated structural loads will be provided by a structural engineer in a future phase of the project.
 - Optional Special Detail Area Plans (Hand Sketches)
 - Kids Exploration Area, Kayak Access, Children's Nature Play Area and Warming Hut
- Perspective Sketches and Images
 - HH will generate three (3) color perspective sketches to facilitate an understanding of specific components of the park and to assist in the PR working with the public and other agencies. These sketches will be developed in coordination with MCWD and the City. Potential perspectives could be:

- Overall aerial view of the central park area
- View of the Picnic Pavilion
- View of one of the overlooks
- HH will assist the City and the MCWD in their efforts to illustrate the park concepts by providing other images (similar to what is being proposed) for elements that are not illustrated by the perspectives.

Objectives:

- Develop preliminary layouts and typical sections for overall park layout plan, parking lot, and trail
- Develop preliminary utility plan (water, sewer, and electric)
- Develop preliminary grading plan
- Develop preliminary upland (outside of active park area), wetland, and shoreline restoration plan with guidance from MCWD
 - Active area planting plan provided by Hart Howerton
- Develop preliminary storm water BMP options
- Develop preliminary planting design plan
- Develop preliminary irrigation concept plan
- Develop preliminary special detail area plans (entry corridor with sign and bridge, lake overlook, wetland overlook)
- Develop preliminary architectural elements (wetland overlook, lakeside overlook, restroom building, and picnic pavilion)
- Develop perspective sketches and images
- Prepare schematic design phase cost estimate
- Evaluate emergency and ADA access to other areas of the park with guidance from the City
- Evaluate alternates or additional enhancements/water quality improvements of the wetland and shoreline

Deliverables and meetings:

- Schematic design site layout plan, grading plan, utility plan, upland/wetland/shoreline restoration plans, and typical sections (1 electronic set) (D)
- Conceptual design planting design plan, irrigation concept plan, special detail area plans, and architectural elements (1 electronic set) (D)
- Stormwater BMP options memo (D)
- Emergency and ADA access evaluation memo (D)
- Additional enhancements/water quality improvements memo (D)
- Schematic design cost estimate (D)

Table 1. Project Responsibilities

Project Element	Responsibility		% Complete
	Wenck	Hart Howerton	
Phase 1 Data Collection and Site Investigation	x	x	100%
Site Survey	x		100%
Geotechnical Investigation	x		100%
Phase 2 Alum Treatment Plan	x		100%
Pond Treatment Plan	x		100%
Phase 3 Park Design	x	x	30%
Park Layout	x ¹	x ¹	30%
Site Utilities	x		30%
Parking & Driveway	x		30%
Structures		x	30%
Planting Plans	x ²	x ²	30%
Irrigation Plan		x	30%
Shoreline Programming		x ³	30%

Table 1 Notes:

1. Hart Howerton to provide assistance on locating and sizing site features and trails. MCWD to provide design of educational components.
2. Upland (outside of active park area), Wetland, and Shoreline Planting Plans by MCWD with assistance from Wenck. Active park area planting plan by Hart Howerton.
3. Kids Exploration Area, Kayak Access Point, Children’s Nature Play Area and Warming Hut are optional services by Hart Howerton.

Proposal Assumptions:

- MCWD will take soil samples and have them tested at the University of Minnesota to ascertain the horticultural quality of the soils on site to support landscape.
- MCWD will provide pond and lake bathymetry data in a format compatible with GIS or CAD software.
- MCWD will develop all meeting agendas and minutes.
- MCWD will determine all necessary permits and coordinate with each applicable agency on permit requirements
- Turn lane design is not required or included in this scope
- No parking lot lighting or trail lighting will be provided. If lighting is required, the team can provide electrical design services for an additional fee.
- Any structural design needed for buildings, shelters, or structures with roofs or overhead canopies will be provided by others in final design
- Regional trail and trail connection not included in this scope
- Boardwalk from the Minnehaha Preserve projects will be the basis of design
- Fishing pier will be standard DNR design
- One picnic pavilion will be designed but cost increment for two structures will be provided
- Two overlooks will be designed without trellises but cost increment to include trellises will be provided
- Schematic Design Plan Submittals include:
 - All drawings in this task will be delivered in electronic format. Plans, sketches and hand drawings will be delivered in pdf format at a variety of scales suitable to present the information in a clear and concise format.
 - WAI will produce the CAD layout of proposed park features and grading plan based on sketches and input from HH.
 - For site plan drawings, the SD package consists of up to 5 plan sheets per category at a scale of 1" = 20' at 22" x 34" format to cover the entire site.
 - HH and Wenck will coordinate title blocks and other information so the entire package is uniform in its format and linked together thru references.
 - Specifications will be presented as notes and callouts on the drawings. The Cost Opinion will list all assumptions as the basis for the cost opinion.

Table 2. Scope of Work for Wassermann West Waterfront Park

Scope of Work	Fee		
	Wenck	Hart Howerton	Total
Phase 1 Data Collection and Site Investigation			
Task 1.1 Data Collection/Site Survey	\$16,800	\$4,000	\$20,800
Task 1.2 Geotechnical Investigation	\$18,500	--	\$18,500
TOTAL PHASE 1=	<i>\$35,300</i>	<i>\$4,000</i>	<i>\$39,300</i>
Phase 2 Alum Treatment Plan			
Task 2.1 Pond Sediment Aluminum Sulfate Dosing, Plans, and Specifications	\$12,400	--	\$12,400
TOTAL PHASE 2=	<i>\$12,400</i>	<i>--</i>	<i>\$12,400</i>
Phase 3 Park Design			
Task 3.1 Meetings/Site Walkthrough	\$7,800	\$9,500	\$17,300
Task 3.2 Schematic Design			
Task 3.2.1 – Park Layout/Utilities/Parking & Driveway			
Task 3.2.1.1 Park Layout	\$21,000	\$16,000	\$37,000
Task 3.2.1.2 Utilities & Parking	\$2,500	\$2,000	\$4,500
Task 3.2.1 – Structures ^{1,2,3,4}	\$1,000	\$13,500	\$14,500
Task 3.2.1 – Planting/Irrigation ⁵	\$500	\$8,000	\$8,500
Task 3.2.4 – Shoreline Programming ⁶	\$1,000	\$4,500	\$5,500
TOTAL PHASE 3=	<i>\$33,800</i>	<i>\$53,500</i>	<i>\$87,300</i>
TOTAL ALL PHASES=	\$81,500	\$57,500	\$139,000

The total cost above includes all reimbursable expenses including mileage, printing, and equipment rental costs.

Table 2 Notes:

1. Should the public select a Warming Hut as an additional architectural element for the park, Hart Howerton will develop this to a SD level with an additional fee of **\$8,000**.
2. Should the public or client elect to add the Kids Exploration Area to the Special Detail Area Plan scope of work, HH will develop this to a Schematic Design Level with an Additional Fee of **\$ 3,500**.
3. Should the public or client elect to add the Children Nature Play Area to the Special Detail Area Plan scope of work, HH will develop this to a Schematic Design Level with an Additional Fee of **\$ 3,500**.
4. Scope of work includes Structures Cost Opinion for \$3,500.
5. Scope of work includes Landscape Cost Opinion for \$4,000.

6. Should the public or client elect to add the Kayak Access to the Special Detail Area Plan scope of work, HH will develop this to a Schematic Design Level with an Additional Fee of **\$ 3,500**.

Schedule

Wenck anticipates the following schedule for design and construction:

- Phase 1 Data Collection and Site Investigation
 - Task 1.1 Data Collection/Site Survey
 - Complete by end of December 2017
 - Task 1.2 Geotechnical Investigation
 - Complete by end of December 2017
- Phase 2 Alum Treatment Plan
 - Task 2.1 Pond Restoration Plan
 - Complete by end of January 2018
- Phase 3 Park Design
 - Task 3.1 Meetings/Site Walkthrough
 - Complete by end of February 2018
 - Task 3.2 Schematic Design
 - Complete by end of March 2018

Note: This assumes that the approval of the proposal and authorization to move forward with the work is provided by November 27th, 2017. Should that be delayed, the schedule would be moved back respectively by the number of weeks beyond November 27th, that the authorization to move forward is delayed.

**AGREEMENT BETWEEN
MINNEHAHA CREEK WATERSHED DISTRICT and
WENCK ASSOCIATES, INC.**

Wassermann West Waterfront Park

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

1. Scope of Work

CONSULTANT will perform the work described in the October 11, 2017 Scope of Services attached as Exhibit A (hereinafter, the Services). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. MCWD, at its discretion, in writing may at any time suspend work or amend the Scope of Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by MCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

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

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of MCWD and pursuant to any conditions included in that consent. MCWD consents to Hart

Howerton as a subconsultant. MCWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services.

4. Duty of Care and Indemnification

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

MCWD will indemnify, defend and hold harmless CONSULTANT, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by MCWD that is the basis for MCWD's liability in law or equity.

5. Compensation

MCWD will compensate CONSULTANT for the Services, as performed by CONSULTANT and subconsultants, on a per-task lump sum basis as specified in Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. CONSULTANT is responsible to pay subcontractor fees and subcontractor direct costs.

The total payment for the Services will not exceed \$139,000. Total payment means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

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

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until December 31, 2019 unless earlier terminated as set forth herein.

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

Insurance obligations; duties of care; obligations to defend, indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

7. Waiver

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

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

8. Insurance

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

- A. General: \$1.5 million each occurrence and aggregate, covering CONSULTANT's work and contractual liability on an occurrence basis.
- B. Professional liability: \$1.5 million each claim and aggregate; coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

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

9. Compliance With Laws

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

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and

no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Materials

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

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

11. Data Practices; Confidentiality

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

determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

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

12. MCWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by MCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of MCWD and returned to MCWD at the conclusion of the performance of the Services, or sooner if requested by MCWD. CONSULTANT further agrees that any proprietary materials are the exclusive property of MCWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by MCWD. Any property including but not limited to materials supplied to CONSULTANT by MCWD or deriving from MCWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by MCWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reliance on those materials.

13. Notices

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

To MCWD:

Anna Brown
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345

To CONSULTANT:

Chris Meehan
Wenck Associates, Inc.
7500 Olson Memorial Highway, Suite 300
Golden Valley, MN 55427

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

14. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota.

15. Whole Agreement

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

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

CONSULTANT

By _____
Its _____

Date: _____

Approved as to Form and Execution

MCWD Attorney

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its _____

Date: _____

DRAFT

Exhibit A
Scope of Services

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