



Title:	Wassermann Lake Preserve
Resolution number:	20-025: Determination of Wassermann Lake Preserve as Critical Sector Work 20-026: Authorization to Enter Contract for Construction Testing 20-027: Authorization to Enter Contract for Interpretive Signage Design
Prepared by:	Name: Anna Brown Phone: (952) 641-4522 abrown@minnehahacreek.org
Reviewed by:	Name/Title: Michael Hayman, Project Planning Manager
Recommended action:	1) Determine the Wassermann Lake Preserve project meets criteria of critical sector work per Governor Walz's executive order 20-020 2) Award the contract for construction testing to Haugo GeoTechnical Services 3) Award the contract for interpretive signage design, bid, and installation oversight to Aune Fernandez Landscape Architects
Schedule:	April 15, 2020: Proposed construction start date November 1, 2020: Substantial Completion Deadline
Budget considerations:	Fund name and code: Wassermann Lake Preserve 300-3153 Fund budget: \$2,387,728 (MCWD share \$335,560) Expenditures to date: \$2,255,180 Contracted (MCWD share \$235,659) Requested amount of funding: \$12,000 AFLA Design \$18,840 Construction Testing (shared cost with City)
Past Board action:	Res # 17-014 Authorization to acquire the Wassermann West property Res # 17-035 Approval of cooperative agreement with the City of Victoria Res # 17-071 Approval of design contract for park design and alum Res # 19-063 Approval of second cooperative agreement with the City of Victoria Res # 19-069 Authorization to release RFP for design services Res # 19-073 Project ordering and design contract award Res # 19-097 Approval of Wassermann Lake Park 60% Plan Set Approval of boardwalk design and authorization to solicit bids Res # 19-106 Approval of contracts for oak work and boardwalk construction Approval of 90% design plans and authorization to solicit bids Res # 20-014 Authorization to Execute a Contract for Wassermann Lake Preserve Construction

Summary:

Since 2017, the Minnehaha Creek Watershed District (MCWD) and City of Victoria (City) have been working in partnership to jointly develop a park and natural resource restoration project on an undeveloped parcel on the western shoreline of Lake Wassermann. The project includes woodland, prairie and wetland habitat restoration, nature-based play features, a shelter with four-season restrooms, a fishing pier, and trails and boardwalk, amongst other amenities. The project is complimented by numerous efforts to address the impairment of Wassermann Lake, including: an alum treatment of a six acre pond on site; a subwatershed wide carp management program; wetland restoration in the upstream drainage area; and a planned alum treatment on Wassermann Lake itself in 2021. The Wassermann Lake

Preserve project offers an opportunity to showcase the improvements to Wassermann Lake and the Six Mile Creek-Halsted Bay (SMCHB) Subwatershed while creating a unique recreational asset for Victoria residents.

Since August 2019, MCWD and City staff have been working with a design team headed by Aune Fernandez Landscape Architects (AFLA) to carry the project through final design, bid, and into construction. The project construction was split into two component parts to facilitate timely implementation. The boardwalk project, which advanced as a separate construction package because it required winter construction, was awarded in December 2019 and is complete as of April 3, 2020.

On February 27, 2020, the MCWD Board of Managers awarded the construction contract for the Wassermann Lake Preserve general site improvement project to LinnCo, Inc. for construction beginning as soon as April 15, 2020.

At the April 9, 2020 Board meeting, staff will bring forward three items for Board consideration, as outlined below.

Resolution 20-025 – Determination of Critical Sector Work

On March 25, 2020, Minnesota's Governor Walz issued executive order (EO) 20-020 directing Minnesotans to stay home, and providing a list of work sectors considered critical, and therefore exempt from those orders. Following the issuance of that executive order, the Minnesota Department of Employment and Economic Development (DEED) issued a supplemental list of critical sector work to add clarity to the executive order, and including an expanded definition of both construction work and environmental protection, including water resources.

The EO extends through Friday, April 10, 2020, with the opportunity for extension. The current construction schedule does not have LinnCo commencing work until after the stay at home order has ceased, unless the EO is extended, in which case a determination of critical sector work would be needed. For this reason, staff is requesting the Board make a determination that the Wassermann Lake Preserve Project meets the critical sector work designation of EO 20-020 under the framework of the executive order and supplemental list.

The city of Victoria has made the determination that construction activities are exempt under EO 20-020, and are continuing all construction activities as planned.

Resolution 20-026: Construction Testing

Construction testing is a component of all capital projects, providing verification of soil conditions, construction material quality, and material application in accordance with specifications. MCWD typically requires the contractor to contract with a testing agency directly, with MCWD reviewing the results of that testing as a component of its construction oversight. For this project, due to the unique design components throughout the site, AFLA advised MCWD to contract with our own testing agency to ensure a high degree of objectivity and enhanced flexibility in determining where testing resources should be directed.

MCWD received one unsolicited proposal for construction testing through the general site improvement bid process. On February 26, 2020, staff solicited bids from two additional testing firms, with one providing a proposal by the listed deadline of March 13, 2020. Staff is recommending the testing agency contract be awarded to Haugo GeoTechnical Services. While the contract costs are similar, Haugo's proposal more clearly lays out the fee schedule and charges less for soft cost, such as travel. This will enable staff to work with more flexibility in the field as testing needs change, and grant us predictability if and when additional testing needs are identified.

Haugo's proposal cost is \$12,840.00. Staff is requesting an additional contingency of \$6,000.00 to account for unknown site conditions that may require additional testing. In particular, staff expects there may be additional soil condition testing in order to ensure that structural soils are being routed to the right locations on site during site grading.

Resolution 20-027: Interpretive Signage

Site interpretation will be an important element of the overall Wassermann Lake Preserve plan and will help define the user experience. Wassermann Lake Park will be a flagship project in the integrated implementation approach to which MCWD has committed in its pursuit of high impact capital projects that create meaningful progress towards water quality and ecological integrity in the subwatershed. The interpretive planning effort presents an opportunity to not only

define unique natural elements of the site, but also to contextualize the site in the broader context of our work in the Six Mile Creek-Halsted Bay Subwatershed and the Minnehaha Creek watershed as a whole.

At the April 9, 2020 Operations and Programs Committee meeting, staff will present the recommended interpretive approach for the Wassermann Lake Preserve project. The proposal presents a unique approach to interpretation, which includes a central signage hub with more traditional signage elements, and more artful, abstract interpretive elements at other key locations in the preserve.

The opinion of probable cost for this signage proposal is \$107,500. This includes the entry sign, three hub signs, and five interpretive features. A sixth interpretive feature will be carried through design and bid, but will only be advanced if the bid prices come in competitive enough to implement that feature without further adding to the interpretive budget. AFLA recently bid a similar signage concept and received favorable bid prices, suggesting we may be able to implement more within this budget.

The design cost for interpretive signage is \$18,500. This includes the design contract with AFLA, for which staff is seeking approval at the April 9, 2020 Board Meeting, with a cost of \$12,500. The additional design costs would be to work with Dogtooth Designs, who have designed most of the District signage at other project locations, for a cost of \$6,000. The City has budgeted approximately \$36,000 for site interpretation, to be applied to design, fabrication, and installation. This leaves a delta of approximately \$90,000, which would be the District's maximum costs if it chooses to design and install all elements of this proposal.

Staff is recommending approval of the design scope with AFLA for an amount not to exceed \$12,500.

Supporting documents (list attachments):

- Wassermann Lake Preserve Construction Testing Proposal
- AFLA Interpretive Design Scope



RESOLUTION

Resolution number: 20-025

Title: Determination of Wassermann Lake Preserve as Critical Sector Work

- WHEREAS on March 25, 2020, in response to the COVID-19 virus pandemic, Governor Tim Walz issued Emergency Executive Order 20-20 (EEO 20-20) – directing all Minnesotans to stay at home through April 10, 2020, except for workers and personnel engaged in specified Critical Sectors activities, provided that all persons follow the Minnesota Department of Health Guidelines, including but not limited to social distancing, to the maximum extent practicable;
- WHEREAS the District administrator, in consultation with legal counsel, has reviewed key District activities and projects in order to determine the scope of District work meeting the Critical Sectors exemptions in EEO 20-20 as informed by the federal Cybersecurity and Infrastructure Security Agency’s “Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response;”
- WHEREAS on March 25, 2020 the Minnehaha Creek Watershed District Board of Managers approved resolution 20-021, finding the below-described projects constitute Critical Sector public works or governmental functions that are necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services, as designated and described in EEO 20-20 and associated guidance:
- Inspection, operation and maintenance of Gray’s Bay Dam and Control Structure and carp barriers, which operate as dams within the Halsted Bay – Six Mile Creek Subwatershed;
 - Arden Park Restoration Project, given the remaining tasks of handrail installation and stormwater facility correction to mitigate or reduce flooding;
 - Wasserman Park Boardwalk completion of construction in order to avoid exposed public safety hazards and minimize financial risk; and
 - Minnehaha Creek Preserve Boardwalk Repair in order to address current potential public safety hazards;
- WHEREAS since approval of resolution 20-021, the Minnesota Department of Employment and Economic Development (DEED) issued a supplemental list of critical sector work to add clarity to EEO 20-20, including an expanded definition of both construction work and environmental protection, which encompasses water resources;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers finds, based on the District administrator’s assessment in consultation with legal counsel, that the Wassermann Lake Preserve project constitutes Critical Sector public works or governmental functions necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government, and to continue priority services, as designated and described in EEO 20-20 and associated DEED guidance;

BE IT FURTHER RESOLVED that the MCWD Board of Managers hereby authorizes the administrator to work with District partners and contractors to facilitate the orderly implementation of this work pursuant to Minnesota Department of Health Guidelines, including but not limited to social distancing, to the maximum extent practicable;

Resolution Number 20- 025 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 4/9/2020

Date: April 9, 2020

Secretary

DRAFT



RESOLUTION

Resolution number: 20-026

Title: Authorization to Enter Contract for Construction Testing for the Wassermann Lake Preserve Project

- WHEREAS the Minnehaha Creek Watershed District (MCWD) and City of Victoria (City) identified the Wassermann West property (the Property) as an opportunity for coordinated project development to meet strategic goals of both the MCWD 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;
- WHEREAS on May 11, 2017, the MCWD Board of Managers authorized the execution of a cooperative agreement with the City that provided for the development of preliminary plans for public natural resource restoration and recreational improvements;
- WHEREAS on May 23, 2019, the MCWD Board of Managers approved the second cooperative agreement, identifying shared responsibilities in carrying the Project through final design and construction, and authorizing staff to prepare a design and construction oversight scope for Board review and approval;
- WHEREAS on August 22, 2019, the MCWD Board of Managers, with concurrence from the City Council, approved a design and construction oversight scope and contract with Aune Fernandez Landscape Architects (AFLA);
- WHEREAS on December 9, 2019, the City Council approved 90% design for the Project with a construction cost estimate of \$2,375,970, and established a not to exceed construction budget of \$2.63 million;
- WHEREAS on December 19, 2019, the MCWD Board of Managers approved construction contracts for two portions of the Project consisting of boardwalk construction and winter oak work, both of which are being executed in the winter of 2020; and approved 90% design for the remainder of the Project, and authorized staff to solicit bids for Project construction;
- WHEREAS on February 13, 2020, the MCWD Board of Managers awarded a construction contract to LinnCo, Inc. to implement the Wassermann Lake Preserve improvements;
- WHEREAS staff received one unsolicited proposal for constructing testing services, and solicited proposals from two other firms, receiving a total of two proposals, and Haugo GeoTechnical Services submitted the most cost effective proposal;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice from District Counsel, to enter into a contract with Haugo GeoTechnical Services for the amount of \$12,840.00, and establishes a not to exceed budget for construction testing of \$18,840.00.

Resolution Number 20-026 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 4/9/2020

Date: April 9, 2020

Secretary



RESOLUTION

Resolution number: 20-027

Title: Authorization to Enter Contract for Interpretive Signage Design for the Wassermann Lake Preserve Project

- WHEREAS the Minnehaha Creek Watershed District (MCWD) and City of Victoria (“City”) identified the Wassermann West property (the Property) as an opportunity for coordinated project development to meet strategic goals of both the MCWD 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;
- WHEREAS on May 11, 2017, the MCWD Board of Managers authorized the execution of a cooperative agreement with the City that provided for the development of preliminary plans for public natural resource restoration and recreational improvements for the Wassermann Lake Preserve Project (Project);
- WHEREAS on May 23, 2019, the MCWD Board of Managers approved the second cooperative agreement, identifying shared responsibilities in carrying the Project through final design and construction, and authorizing staff to prepare a design and construction oversight scope for Board review and approval;
- WHEREAS on August 22, 2019, the MCWD Board of Managers, with concurrence from the City Council, approved a design and construction oversight scope and contract with Aune Fernandez Landscape Architects (AFLA);
- WHEREAS on December 9, 2019, the City Council approved 90% design for the Project with a construction cost estimate of \$2,375,970, and established a not to exceed construction budget of \$2.63 million;
- WHEREAS on December 19, 2019, the MCWD Board of Managers approved construction contracts for two portions of the Project consisting of boardwalk construction and winter oak work, both of which are being executed in the winter of 2020; and approved 90% design for the remainder of the Project, and authorized staff to solicit bids for Project construction;
- WHEREAS on February 13, 2020, the MCWD Board of Managers awarded a construction contract to LinnCo, Inc. to implement the Wassermann Lake Preserve improvements;
- WHEREAS site interpretation is an important component of the Project master plan, providing public education on the unique natural features of the site and the value of this work in the context of the SMCHB Subwatershed and Minnehaha Creek Watershed, while also activating the site to enhance the public’s experience of its amenities;
- WHEREAS AFLA has developed a preliminary concept for site interpretation, and has proposed a scope of work to develop that concept through final design, bidding, and installation for a cost of \$12,500;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice from District Counsel, to enter into a contract with Aune Fernandez Landscape Architects for interpretive signage design and installation oversight in the amount of \$12,500.00.

Resolution Number 20-027 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 4/9/2020

Secretary

DRAFT

March 12, 2020

HGTS Project 20-0160

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

Re: Proposal for Construction Materials Testing, Wassermann Lake Preserve, Victoria, Minnesota

Dear Ms. Brown,

We are pleased to present this cost estimate for the Special Inspection and construction materials testing services during construction of the Wassermann Lake Park General Site Improvements Project located in Victoria, Minnesota. According to the plans and specifications provided to us, the project will consist of site grading, new bituminous & concrete pavements, picnic shelter with a four-season restroom, and the associated utilities.

Scope of Services

Qualified technicians will perform the proposed field tests under the direction of a licensed professional engineer. Our services will be performed on an as-needed basis as scheduled by you or your authorized representative. Based on a review of available information and discussions with you, our services will be limited to the following tasks.

- Observe base soils and verify bearing capacity for suitability of building support.
- Test compacted fill and backfill placed for the site grading, building and underground utilities.
- Collect soil samples for laboratory proctor and sieve analysis tests.
- Observe concrete and masonry reinforcement.
- Sample and test the fresh concrete for slump, temperature and air content.
- Prepare concrete test cylinders and provide compressive strength test results.
- Observe masonry construction.
- Sample and test masonry grout for slump, temperature, and compressive strength.
- Test masonry block prism for compressive strength.
- Observe structural steel bolting and welding.
- Provide management services including review of field reports and communication with project team members.

Cost

We will provide the above-mentioned continued services for an estimated fee of **\$12,840**. The project estimate, attached, provides a summary of the estimated hourly and unit rates associated with our scope of services.

Since our services are directly controlled by the schedule of others the actual cost of our services may vary from this estimate. The cost of our services will be based on the actual hours and/or units tested for the project.

Our services will be provided over several invoicing periods. We will submit partial progress invoices as the project proceeds. Our invoices will be payable upon receipt in accordance with our attached General Conditions.

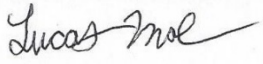
General

Thank you for the opportunity to provide this cost estimate to you. If it is acceptable please sign and return one copy to us and retain one copy for your records. We are also including a copy of our General Conditions which provide additional terms and are part of this agreement.

If you have any questions regarding this proposal please contact Lucas Mol (lmol@haugogts.com) at 612-297-4108 or Paul Haugo (phaugo@haugogts.com) at 612-554-4829.

Sincerely,

Haugo Geotechnical Services



Lucas Mol
Project Manager



Paul Haugo
President

Attachments:
Project Estimate
General Conditions

Authorization to Proceed

By: _____ Date: _____

Name/Title/Company: _____

HAUGO GEOTECHNICAL SERVICES
2825 CEDAR AVE S, MINNEAPOLIS, MN 55407
WEBSITE: www.haugogts.com

HGTS Project # 20-0160
Client: Minnehaha Creek Watershed
Project: Wassermann Park
Location: Victoria, MN

Table 1 Summary of Estimated Costs

		TRIPS	HOURS PER TRIP	QTY	UNITS	PRICE(\$)	SUM(\$)
CODES	SOIL OBSERVATIONS						
203C/D	EXCAVATING/FOOTING/PADS	5	1	5	hour	78	390
225	HELICAL OBSERVATION				hour	78	
209	PROOFROLL-SUBBASE	2	4	8	hour	80	640
	COMPACTION TESTING						
201	BUILDING PAD CORRECTION	5	3	15	hour	68	1020
201C	WALL BACKFILL				hour	68	
201B	SITE UTILITIES BACKFILL	7	3	21	hour	68	1428
201A	PLUMBING BACKFILL				hour	68	
201A	SUBGRADE				hour	68	
201A	SUBBASE				hour	68	
	CONCRETE TESTING						
101C	BUILDING FOOTINGS/PADS	3	2	6	hour	68	408
101E	WALLS				hour	68	
101D	INTERIOR SLABS	1	3	3	hour	68	204
101E	PIERS	1	2	2	hour	68	136
101A/B	EXTERIOR CONCRETE	4	4	16	hour	68	1088
	SPECIAL INSPECTIONS						
161	FOOTINGS/PADS REINFORCEMENT	3	1	3	hour	78	234
161	WALL REINFORCEMENT				hour	78	
161	PIER REINFORCEMENT	1	1	1	hour	78	78
151	MASONRY INSPECTIONS	3	3	9	hour	78	702
151	GROUTING INSPECTIONS				hour	78	
162/163	BOLTING/WELDING INSPECTIONS	3	4	12	hour	110	1320
164	FIRE PROOFING INSPECTIONS				hour	110	
	COMPRESSIVE STRENGTH TESTING						
102	STRUCTURAL CONCRETE CYLINDERS			20	TEST	20	400
102	CONCRETE CYLINDERS			16	TEST	20	320
157	MASONRY GROUT			3	TEST	30	90
156	MASONRY BLOCK PRISMS			3	TEST	165	495
159	MASONRY NET AREA			1	TEST	130	130
107	GYPSON CONCRETE CUBES				TEST	20	
105	SAMPLE PICK-UP				TEST	68	
	SIEVE ANALYSIS / PROCTORS						
401/402	STANDARD/MODIFIED PROCTOR			3	TEST	140	420
403	SIEVE ANALYSIS			2	TEST	130	260
	BITUMINOUS						
303	EXTRACTION / GRADATION / AIR VOIDS			3	TEST	425	1275
304	CORE THICKNESS / DENSITY				TEST	25	
	PROJECT DETAILS						
110	TRIP CHARGE			27	TRIPS	30	810
612	PROJECT ENGINEER				hour	120	
602	PROJECT MANAGER			8	hour	110	880
609	PROJECT ASSISTANT			2	hour	56	112
TOTAL						\$	12,840.00

Our services are directly controlled by the schedule of others, the actual cost of our services may vary from our estimate. Invoices for our services will be based on the actual numbers of hours spent on the project and the tests performed. It is difficult to predict all of the services and the quantity of services that may be required. If services are required that are not shown above, we will provide them in accordance with our standard fee schedule.

General Conditions

Construction Material Testing and Special Inspections

Our agreement (“Agreement”) with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

- 1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to reply on oral findings, opinions, or recommendations without our written approval.
- 1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may change over time.
- 1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job or site health or safety unless we accept that duty in writing.
- 1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.
- 1.7 Estimates of our fees or other project costs will be based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

- 2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.
- 2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.
- 2.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.
- 2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.
- 2.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimates.

Section 3: Reports and Records

- 3.1 We will furnish reports to you in duplicate. We retain analytical data for seven years and financial data for three years.
- 3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and may remain our property but are subject to license to you for your use in the related project for the purpose disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements or our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if

we are paid the administrative fee stated in our then current Schedule of Charges.

- 3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable to damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference of ambiguity between an electronic and a paper document, the paper document shall govern.
- 3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and we agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

Section 4: Compensation

- 4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.
- 4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.
- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.
- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.
- 4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.
- 4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our opinion, terminate our duties without liability to you or to others.
- 4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage and Risk Allocation

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted into mediation.
- 5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.
- 5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.
- 5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.
- 5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.
- 5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree to not make a claim against individual employees.

Section 6: General Indemnification

- 6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.
- 6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.
- 6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

- 7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.
- 7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.
- 7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.
- 7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.



Minnehaha Creek Watershed District & City of Victoria
Attn: Anna Brown & Ann Mahnke
15320 Minnetonka Blvd.
Minnetonka, MN 55345

WASSERMANN INTERPRETATION AND INTERPRETIVE ELEMENTS PROJECT

We sincerely thank you for your interest in working with AFLA and providing us the opportunity to continue working on the Wassermann Lake Preserve project to implement interpretation and interpretive elements. We are committed to meeting your project needs and providing the highest level of service. This proposal describes a scope of work for interpretive concepts, developing bid documents, bidding and construction administration. Based on our project understanding and discussions we have proposed the following as a series of services:

SCOPE OF SERVICES

- Continue working with MCWD and City of Victoria staff to provide concepts for board and council approval.
- Collaborate with staff partners to finalize interpretive content(developed by MCWD).
- Finalize concept designs based on partner feedback.
- Develop bid documents including the following:
 - o 3 "Hub" panel signs
 - o 6 Interpretive interventions: Watershed Walk, Flow, Lake Bounce, Legacy Oak, Wetland Transition.
- We propose to provide the bid structured as 6 units, 1 for each sign, that provide add/deduct alternate flexibility for award of contract.
- Bidding services.
- Develop final digital "Cut" files for fabrication. Cut files will be produced post bid to tailor the files to the abilities of the awarded contractor.
- Construction administration, to be concurrent with Preserve project CA.

ASSUMPTIONS

- AFLA to attend up to 2 meetings to complete the design process after 3/31/2020.
- We would like to include prairie to forest for consideration by council and the board. If it were to be included we will provide the bid and CA of the element at no extra charge.
- The work does not require additional plan review or permitting.

March 31, 2020

- Installation of the pieces will be provided via. Change order to Linnco (preserve construction contractor). The fabricator contractor will be responsible for shipping to the site and off loading.

COMPENSATION

Compensation for the Landscape Architect's services as described above shall be Lump Sum, not to exceed with out owners prior approval fee of \$12,500 including reimbursable expenses.

SCHEDULE

We are available to start work immediately upon your approval.

Thank you for this opportunity to continue working with the MCWD and the City of Victoria. It has been a pleasure working with you through this unique process and we look forward to continue providing exemplary service to meet your needs. If you have any questions, please contact Carlos Fernandez at 651-341-3611

Sincerely,



Carlos Fernandez CJ

President Aune Fernandez, LLC