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<b>Title:</b>	Authorization to Release the Request for Proposals for Six Mile Marsh Prairie Trail and Interpretation Design
<b>Resolution number:</b>	21-020
<b>Prepared by:</b>	Name: Laura Domyancich-Lee Phone: 952.641.4582 ldomyancich-lee@minnehahacreek.org
<b>Reviewed by:</b>	Name/Title: Michael Hayman, Project Planning Manager
<b>Recommended action:</b>	Board authorization to release a request for proposals (RFP) for design, engineering, and landscape architecture services for a trail and interpretive elements within the Six Mile Marsh Prairie site in Minnetrista, MN.
<b>Schedule:</b>	March 12, 2021 – Release request for proposals. May 13, 2021 – Award design contract. August 12, 2021 – Approve 90% design plans. August 30, 2021 – Release construction contract bid.
<b>Budget considerations:</b>	Fund name and code: Six Mile Marsh Prairie 3-3106 Fund budget: \$347,861 (Phase 2) Expenditures to date: \$0 (Phase 2) Requested amount of funding: \$0 (Phase 2)
<b>Past Board action:</b>	Res # 08-092 Halstead Bay Wetland Restoration Project, Project Ordering Res # 11-052A Authorization to purchase Halverson property in the Six Mile Marsh Subwatershed Res #12-077 Authorization to execute a contract for design and construction oversight for the Halverson-Dimler Restoration Res # 13-027 Six Mile Marsh Prairie Restoration Project – Award of Construction Contract Res # 20-101 Amendment to the 2021 Budget

**Summary:**

Beginning in 2008, the Minnehaha Creek Watershed District (MCWD) began to identify opportunities for wetland restorations that would reduce external phosphorus loading to Six Mile Creek and downstream Halstead Bay. These efforts led to the 2011-2012 purchases of three adjacent parcels that total 210 acres and are positioned on the north edge of Six Mile Marsh. In 2013, the MCWD undertook restoration of these former agricultural properties. The restoration of the site as a whole has been aimed at both reducing nutrient loading and improvement of upland prairie, wetland, and woodland habitat within the site. Included in design plans for the restoration was a proposed future trail alignment that would serve as a spur trail from the Dakota Rail Regional Trail which lies on the property's western boundary. However, construction of the spur trail was deferred to allow the restoration time to establish prior to providing public access on the site.

Over the past eight years, the 210-acre property has been actively managed to support and enhance the restoration and now features 110 acres of native prairie, 10 acres of high-quality wetlands, and 10 acres of restored oak savanna. The remaining 80 acres is part of the Six Mile Marsh wetland complex. Since 2016, a trail has been mowed in the general

alignment of the proposed trail which connects to the regional trail. This has offered MCWD staff the opportunity to observe the level of use from the regional trail and to contemplate the best possible trail alignment considering a number of site factors including potential trail uses, interpretive themes, and long-term site management.

The 2021 Capital Improvement Plan included \$172,851 carried forward from the original capital project budget to design and construct a public access trail into the Six Mile Marsh Prairie from the Dakota Rail Regional Trail. Given recent experience with trail design and site interpretation at Wassermann Lake Preserve and the greater investment into the Six Mile Creek-Halsted Bay (SMCHB) subwatershed as a focal geography, the Board of Managers approved a budget amendment on December 17, 2020 that increased the project budget to \$347,861 to support the development of a more comprehensive site access and interpretation plan. District staff foresee a more thoughtful approach to determining the best possible trail alignment and development of rich and interactive interpretive elements that will complement that design.

In pursuit of creating a valuable user experience that is sensitive to the site, staff recommend the solicitation of design services, including landscape architecture, engineering, and interpretive element design, through a competitive request for proposals (RFP) process.

The RFP is organized into four discrete sections:

1. **Background and Project Overview:** general project information, including an overview of anticipated design elements and a summary of work completed to date through both the original capital project design development and recent coordination with Three Rivers Park District and Hennepin County Regional Rail Authority.
2. **Scope of Services:** preliminary overview of required tasks, including project design, community and stakeholder engagement, bid document creation and bid support, and construction management.
3. **Instructions to Proposers:** overview of submittal requirements, timeline, and selection criteria.
4. **Disclosures:** documentation of the District's rights and proposers liabilities in the preparation of responses to the RFP.

The RFP will be open for approximately four weeks with an anticipated release date of March 12, 2021 and a submittal deadline of April 12, 2021. The proposals will be evaluated by MCWD staff. Staff anticipates seeking Board approval of the consultant selection and design contract at the May 13, 2021 meeting.

**Supporting documents:**

Attachment 1: Request for Proposals – Six Mile Marsh Prairie Trail



**RESOLUTION**

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**Resolution number:** 21-020

**Title:** Authorization to release the Request for Proposals for Six Mile Marsh Prairie Trail and Interpretation Design

- WHEREAS in August 2011 and August 2012, the Board of Managers authorized the purchase of three contiguous parcels north of the Six Mile Marsh totaling 210 acres for the purpose of implementing restoration of wetland basins and adjacent upland within the site to advance nutrient reduction goals in the subwatershed and particularly to lower phosphorus export to Halstead Bay which requires the largest phosphorus load reduction within the Minnehaha Creek Watershed District (MCWD);
- WHEREAS in January 2013, the Board of Managers approved the final design of the Six Mile Marsh Prairie project which implemented 110 acres of wetland and adjacent upland restoration and developed concept plans for future construction of a spur trail to create public access to the property once the restoration was established;
- WHEREAS pursuant to Resolution 14-047, the Board of Managers identified the Six Mile Creek-Halstead Bay (SMCHB) subwatershed as a priority area for focusing planning activities and coordination efforts with subwatershed partners. The Six Mile Marsh Prairie project has been advanced with support from the City of Minnetrista, Three Rivers Park District, Hennepin County Regional Rail Authority, and the US Fish and Wildlife Service;
- WHEREAS in January 2018, the Board of Managers adopted the MCWD Watershed Management Plan (WMP), which incorporated a comprehensive restoration strategy for the SMCHB subwatershed to achieve MCWD’s goals of protecting and improving water quality, water quantity, ecological integrity, and thriving communities through land use and water integration. The WMP includes MCWD program activities which include engaging and educating communities on water resource issues and building support for MCWD projects;
- WHEREAS in December 2020, the Board of Managers amended the 2021 budget to increase the budget for the Six Mile Marsh Prairie project to \$347,861 for design and construction of a trail connecting the Dakota Rail Regional Trail to the Six Mile Marsh Prairie site and interpretive elements for the project.

NOW, THEREFORE, BE IT RESOLVED that the MCWD Board of Managers authorizes the release of the request for proposals for design services for Six Mile Marsh Prairie trail and interpretation and allows the Administrator to make non-substantive edits to the document and schedule based on advice of MCWD legal counsel.

Resolution Number 21-020 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: 3/11/2021

\_\_\_\_\_  
 Secretary Date: \_\_\_\_\_

**MINNEHAHA CREEK**  **WATERSHED DISTRICT**  
QUALITY OF WATER QUALITY OF LIFE  
**REQUEST FOR PROPOSALS**

**Landscape Architecture, Engineering, and Site Interpretation Design for**

**SIX MILE MARSH PRAIRIE TRAIL**

**7701, 7901, 8015 HALSTEAD DRIVE, MINNETRISTA, MN 55364**

**Property of the Minnehaha Creek Watershed District**

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**PART 1: BACKGROUND AND PROJECT OVERVIEW**

**General Background**

The Minnehaha Creek Watershed District (MCWD) is seeking a qualified consultant to provide landscape architecture, engineering design, and site interpretation services for the Six Mile Marsh Prairie Trail Project (Project). The Project involves trail design, site interpretation design, cost analysis, plans and specifications development, permitting, adjacent community and partner agency engagement, bid period support, and shared construction oversight with MCWD for the construction of all site improvements.

**MCWD will host an optional informational meeting on this RFP on Thursday, March 18, 2021 at 1:00 PM at Six Mile Marsh Prairie. If you plan to attend, RSVP to MCWD Planner-Project Manager Laura Domyancich-Lee at [ldomyancich-lee@minnehahacreek.org](mailto:ldomyancich-lee@minnehahacreek.org).**

This project is focused on design and construction of a spur trail connecting the Dakota Rail Regional Trail (Dakota RRT) to the MCWD's Six Mile Marsh Prairie Restoration south of Halstead Drive in Minnetrista and design, fabrication, and installation of interpretive elements. The goals for this project include:

Thoughtful design and construction of a spur trail (also referred to as a local connection trail) that supports the ecological value of the site and is responsive to the community's goals and cooperating agencies' design requirements.

Development of creative interpretive elements that are responsive to the unique natural character of the site and are reflective of its history, array of habitats, and context within the Six Mile Creek-Halsted Bay subwatershed.

This project is the second phase of a 2012 MCWD capital project. The original project and subsequent management has included prairie, wetland, and oak savanna restoration of approximately 110 acres of the 210-acre property and maintenance of an historic barn. This second phase is focused on providing low-impact public access with design and construction of a trail and interpretive elements that are responsive to the natural character of the site.

The selected consultant will be required to enter into agreement terms as substantially set forth in the contract template, Attachment A of this document. The submittal requirements and timeline can be found on page 7 of this RFP.

## **Project Description**

The project will be focused on two main elements: design of a spur trail (local trail connection) from the Dakota RRT into a portion of the Six Mile Marsh Prairie site and design of creative interpretive elements that are well-suited to the site.

Additional detail on these project elements is included below.

### *Spur Trail*

Design of a spur trail will allow users of the Dakota RRT to safely enter the Six Mile Marsh Prairie to allow low-impact exploration of its array of habitats. Design of the trail must consider:

- The design and construction of the trail segment traversing property owned by the Hennepin County Regional Rail Authority (HCRRRA) must meet Three Rivers Park District (TRPD) trail construction standards, which follow Americans with Disabilities Act guidelines and American Association of State Highway and Transportation Officials design criteria. TRPD's typical design for off-road, 10-foot trails is included as Attachment B.
- A concept-level trail design was produced with original construction plans. Trail design within the MCWD property should be informed by this early planning and relevant data but also consider key areas for interpretation, reducing site disturbance by utilizing existing disturbed areas for interpretation, creating the best possible user experience, determining the ideal trail width, length, and surface, and adhering to construction budget.
- The design and construction of the trail within the Six Mile Marsh Prairie site must be responsive to the site's natural, rustic character while considering long-term maintenance of the trail and management of the site as a restored natural area with limited low-impact use. MCWD's expectation is that the trail design will transition to a different width and surface on the MCWD property and that this design will be responsive to the character of the site.
- The trail alignment must balance the goals of creating a valuable user experience, protecting sensitive resources, and limiting site disturbance.

### *Interpretive Elements*

Design of interpretive elements will enhance the user experience and must consider:

- The site's natural and cultural history, agricultural history, and recent conversion from farmland to restored prairie, wetland, and oak savanna have all influenced its current landscape, and this history should be reflected in the interpretation.
- The rustic character of the site should be maintained, and interpretive elements should enhance the site and be well-suited to this character.
- Design elements should creatively interpret and also be true reflections of the site. Site interpretation should go beyond standard text and graphic signage and be unique to this site.
- Establishing substantial and lasting water quality improvements and connecting the community to land and water are common threads of the work MCWD has underway in the Six Mile Creek-Halsted Bay subwatershed. Interpretive elements must tie this work together and effectively tell the story of the subwatershed as a whole.

### *Other Design Considerations*

- The site is remote and not staffed, and public safety and preventing unauthorized and motor vehicle use must be considered.
- A gas pipeline is present on site. Trail routing and placement of interpretive elements must avoid the pipeline alignment.
- Many wetlands are present throughout the site. Trail routing and placement of interpretive elements must avoid wetlands and wetland buffers, but allow users to experience the wetlands on site.
- An updated ALTA property survey that includes areas of HCCRA property where the spur trail would connect is needed. Once a consultant is selected, MCWD will contract with a surveyor to complete an updated survey that includes necessary features for this scope of work which will be further informed by the needs of the selected consultant team.
- Within the design phase of the project, engagement of the local community is needed, and the design team will be called upon to support this effort. This work is detailed in the Scope of Services.
- There is not a current wetland delineation for the site. Early coordination with the selected consultant will determine the need for a field delineation.

### **Work to Date**

The Six Mile Marsh Prairie Restoration capital project began design in 2012 and was implemented in 2013. The design goals were focused on habitat restoration of approximately 110 acres of the 210-acre property which included removal of most structures that were part of the former farmstead, breaking existing drain tile to restore the natural hydrology of the site, re-establishing wetland vegetation, converting formerly cropped uplands to native prairie habitat, and managing invasive species throughout the site.

Ongoing management has included continued invasive species removal, diversifying plant species composition, expansion of oak savanna habitat, and maintenance of a historic barn that dates to the 1880s. MCWD's 2013 capital project 30% plans included a design for a spur trail (Attachment C). In an effort to gauge potential use of a spur trail, a mowed trail has been maintained in the general alignment of the 30% design plans since 2016. In 2018, a small parking area, which can accommodate approximately 15 vehicles, was added in the right-of-way of 7701 Halsted Drive near the private entrance drive to the property.

MCWD has existing relationships with all project partners including the City of Minnetrista, Three Rivers Park District, and Hennepin County Regional Rail Authority. In early 2021, MCWD engaged staff at these agencies to inform them of the planned work and to gather information on approval processes. These approvals are underway and will be completed with support from the selected consultant as design proceeds. This support may include the development of exhibits and documentation of certain required design criteria.

The 30% trail design plan sheet is included to indicate the likely point of connection to the Dakota RRT due to grades along the trail corridor, but selection of the trail alignment within the Six Mile Marsh Prairie is not predetermined and should consider creating the best possible user experience of the array

of habitats, the historic barn, and the vistas while maintaining a design that places a “light touch” on the site.

All information gathered to date will be transmitted to the consultant upon contract award, and that information is summarized below. The consultant’s proposal should assume all information gathered is complete and accurate, with the exception of the 2011 ALTA survey.

**Attachments**

- A: Contract Template
- B: TRPD Regional Trail Cross-Section
- C: 2013 30% design - Spur trail
- D: 2011 ALTA Survey
- E: 2013 Grading As-Built

**Project Lead**

Laura Domyancich-Lee, MCWD Planner-Project Manager  
ldomyancich-lee@minnehahacreek.org / 952.641.4582

## PART 2: SCOPE OF SERVICES

The total budget for design and construction of this capital project is \$347,000. The consultant will work closely with the MCWD to complete tasks 1-3 with construction oversight being a shared responsibility between the consultant and the MCWD.

MCWD staff will play a prominent role throughout the duration of the project. The scope of services for this work may include, but will not be limited to, the tasks described as follows.

Due to the COVID-19 pandemic, design meetings will likely be held virtually with in-person, on-site meetings held only as necessary.

### Task 1: Project Design

The consultant will lead the design phase through early information gathering, development of concepts and schematics of both trail and interpretive element design, development of 60/90/100 design plans, and MCWD Board meeting and community meeting support. The consultant will also provide bid period support and construction oversight. Specific tasks include:

Pre-design: Attend one kick-off meeting, complete document discovery and review, and attend one site visit.

Trail Concepts/Schematics: Develop trail concepts and propose potential interpretive element locations, lead concept design workshop with MCWD staff, and develop preliminary cost estimates that conform to project budget. Respond to feedback, revise concepts, and transfer concepts into schematic design. Support MCWD staff at one community meeting by producing necessary exhibits and attending the meeting to answer design-specific questions.

Permitting: Provide materials for all required permits, including permits required by the City of Minnetrista, Three Rivers Park District, Hennepin County Regional Rail Authority, MCWD, and any other public agencies. MCWD will lead in the preparation and submission of the permits, with the consultant supporting through the preparation of required exhibits and calculations. The consultant is responsible for ensuring site design complies with all applicable rules and regulations, including City of Minnetrista requirements for grading and wetland protection, MCWD rules for stormwater, wetland protection, and erosion control, and Three Rivers Park District requirements for trail design including ADA compliance.

Interpretation: Lead discovery, site exploration (historic and feature), and brainstorming workshop with MCWD staff to develop specific location concepts, complete revisions, and transfer to schematics and drawings.

60% Design Phase: Complete design development, lead work sessions as needed, make revisions as needed, and attend one MCWD Board meeting at 60% design phase.

90% Design Phase: Produce all elements standard to 90% design, including drawings, draft technical specifications, an opinion of probable costs, and any other needed figures identified by the consultant and client. The consultant is expected to apply a value engineering approach to work within the established project budget. The consultant will complete 90% design for MCWD staff presentation to the MCWD Board no later than August 6, 2021. Approval of 90% design will then allow the consultant to prepare final design plans and for MCWD to bid the project in late August.



100% Design Plans: Prepare plans and technical specifications, including site layout, grading and utilities, geotechnical plans, restoration, and any and all other necessary details to construct the project. The final design will include engineering estimates to accompany the final project design.

### **Task 2: Bid Document Development and Bidding**

Bid support: The consultant will further develop specification and bid documents for construction contracting. The consultant will provide all front end documentation for the bid packet, and a draft and final bid packet for review. The consultant will coordinate with MCWD on the choice of standard contract documents and specifications.

In addition to developing the bid packet, the consultant will provide support during project bidding. The consultant will coordinate bid publication, participate in a pre-bid meeting, respond to requests for information from prospective contractors, lead bid opening and tabulate bids, and make an award recommendation.

### **Task 3: Construction Oversight**

Construction oversight: The consultant will provide construction oversight and management services in partnership with MCWD staff, including construction administration and observation services. Required tasks will include leading the preconstruction meeting, completing site staking, reviewing pay applications, reviewing submittals, observing on-site construction of major project elements, overseeing fabrication and installation of interpretive elements, responding to requests for information, compiling punch lists, and any other construction administration, oversight, and management activities deemed necessary to complete the project as designed.

The consultant should assume that MCWD will provide some routine on-site observation and will have ultimate approval authority. In preparing the response to the construction oversight task, the consultant should clearly state all assumptions, including estimated hours for construction oversight tasks.

## PART 3: INSTRUCTION TO PROPOSERS

### Submittal Requirements

Responses to the RFP in digital format should be submitted to [ldomyancich-lee@minnehahacreek.org](mailto:ldomyancich-lee@minnehahacreek.org) **no later than 4:00 pm on April 12, 2021**. No page limit is required, however respondents will be evaluated on clarity and concision. Each proposal should include the following items:

1. Cover Letter – Provide a primary point of contact through the transmission of a cover letter.
2. Project understanding – Describe the firm’s understanding of the scope of work, the approach to be taken, and the firm’s vision for the project. Identify any additional information MCWD will need to supply or obtain to enhance the firm’s understanding of the project and allow the firm to successfully complete the work. Identify any issues anticipated in performing the work.
3. Approach and methodology – Provide a detailed description of the firm’s approach to the scope of work, including how the firm will coordinate with MCWD staff. Include a description of all anticipated tasks, and any supplemental tasks not described in the RFP. The proposal should include a spreadsheet showing tasks, project team member, and associated hours. The proposal should also include a schedule and cost proposal. Include major assumptions impacting cost and time allocation.
4. Qualifications and experience – Provide an overview of the firm’s and project team members’ qualifications and experience. Include descriptions of projects undertaken by the firm and team members similar in nature to that being proposed. Speak to the team’s ability to deliver the project on time and on budget.
5. References – Provide three recent references for the proposed principal team members, including names, addresses, email addresses, and phone numbers.
6. MCWD Resources – Generate a list of resources, expectations, or requirements which the consultant expects from MCWD in order to complete the project as proposed.
7. Subcontracting – If the consultant intends to use any subcontracting, submit that firm’s information and an overview of those team members.

### Timeline

A review committee comprised of MCWD Planner-Project Manager Laura Domyancich-Lee and other select staff will evaluate proposals and recommend a consultant to the MCWD Board of Managers which must concur with the staff selection.

The anticipated timeline for the proposal review process, which is subject to change, is as follows:

- Submit RFP Questions: March 16, 2021 by 4:00 pm.
- RFP informational meeting (Optional): March 18, 2021 at 1:00 pm at the Six Mile Marsh Prairie, 7701 Halsted Drive, Minnetrista. Submitted questions will be addressed at the informational meeting, and responses will be emailed to all firms who have indicated an intent to submit a proposal.
- Deadline for receipt of proposals: April 12, 2021 at 4:00 pm
- Virtual interviews: April 26 or 27, 2021
- Award recommendation: May 13, 2021 MCWD Board Meeting
- Scope adjustments: May 17-21, 2021

## **Selection Criteria**

Proposals will be evaluated on the following elements:

### *Methodology*

1. **Project understanding:** The consultant understands the scope, goals, and requirements of the project, and must be willing to work closely with MCWD staff.
2. **Completeness and specificity:** The proposal concisely and comprehensively explains what the consultant will do to meet all facets of the project, including a project schedule and budget.
3. **Identification of needs:** The proposal outlines what resources will be required to complete the tasks, including MCWD staff time, additional information, etc.

### *Experience*

1. Expertise and experience with design of comparable projects, including those that integrate components of sensitive trail design, thoughtful site interpretation, and development of creative interpretive elements.
2. Project team has a proven track record for completing projects on time and within budget.
3. Project team has demonstrated ability to bring project from design through construction.

### *Cost*

1. **Fee structure:** The proposal must clearly outline the fees and costs to complete all aspects of this project. Include hourly rates for each project team member along with hours for each task. The final fee structure and contract price are subject to negotiation.

## **Contact**

Any questions, RSVPs to the informational meeting, and response submittals should be directed to [ldomyancich-lee@minnehahacreek.org](mailto:ldomyancich-lee@minnehahacreek.org).

## **PART 4: DISCLOSURES**

### **Non-Binding**

MCWD reserves the right to accept or reject any or all responses, in part or in whole, and to waive any minor informalities, as deemed in MCWD's best interests. In determining the most advantageous proposal, MCWD reserves the right to consider matters such as, but not limited to, consistency with the MCWD's watershed management plan goals and the quality and completeness of the consultant's completed projects similar to the proposed project.

This RFP does not obligate the respondent to enter into a contract with MCWD, nor does it obligate MCWD to enter into a relationship with any entity that responds, or limit MCWD's right to enter into a contract with any entity that does not respond, to this RFP. MCWD also reserves the right, in its sole discretion, to cancel this RFP at any time for any reason.

Each respondent is solely responsible for all costs that it incurs to respond to this RFP and, if selected, to engage in the process including, but not limited to, costs associated with preparing a response or participating in any interviews, presentations, or negotiations related to this RFP.

### **Right to Modify, Suspend, and Waive**

MCWD reserves the right to:

- Modify and/or suspend any or all elements of this RFP;
- Request additional information or clarification from any or all respondents;
- Allow one or more respondents to correct errors or omissions or otherwise alter or supplement a proposal;
- Waive any unintentional defects as to form or content of the RFP or any response submitted.

Any substantial change in a requirement of the RFP will be disseminated in writing to all parties that have given written notice to MCWD of an interest in preparing a response.

### **Disclosure and Disclaimer**

This RFP is for informational purposes only. Any action taken by MCWD in response to proposals made pursuant to this RFP, or in making any selection or failing or refusing to make any selection, is without liability or obligation on the part of MCWD or any of its officers, employees, or advisors. This RFP is being provided by MCWD without any warranty or representation, expressed or implied, as to its content, accuracy, or completeness. Any reliance on the information contained in this RFP, or on any communications with MCWD officials, employees, or advisors, is at the consultant's own risk. Prospective consultants must rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

MCWD will handle proposals and related submittals in accordance with the Minnesota Data Practices Act, Minnesota Statutes §13.591, subdivision 3(b).

**AGREEMENT BETWEEN  
MINNEHAHA CREEK WATERSHED DISTRICT and  
[CONSULTANT]**

**[Project Title]**

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 [CONSULTANT], a Minnesota corporation (“CONSULTANT”). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, MCWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the [DATE] Scope of Services attached as Exhibit A (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 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 is to 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 consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will defend MCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to: (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 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.

5. Compensation

MCWD will compensate CONSULTANT for the Services on [an hourly OR a lump-sum] basis and reimburse for direct costs in accordance with 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. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the MCWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by MCWD at the rate specified in MCWD's written approval of the subcontract.

[The total payment for each task will not exceed the amount specified for that task in Exhibit A.] The total payment for the Services will not exceed [\$\_\_\_\_\_]. Total payment in each respect 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 [DATE] 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; duty 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. No 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 both CONSULTANT's work and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. 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 and completed operations 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. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information 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 reasonable 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:

Administrator  
Minnehaha Creek Watershed District  
15320 Minnetonka Boulevard  
Minnetonka, MN 55345

To CONSULTANT:

[Authorized Representative  
Organization  
Address]

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

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Hennepin County.

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 \_\_\_\_\_

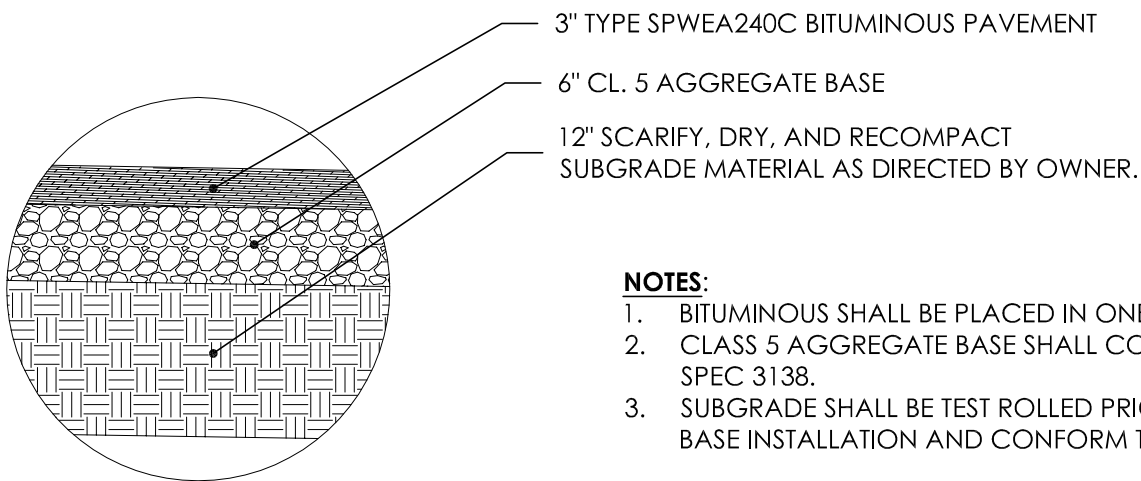
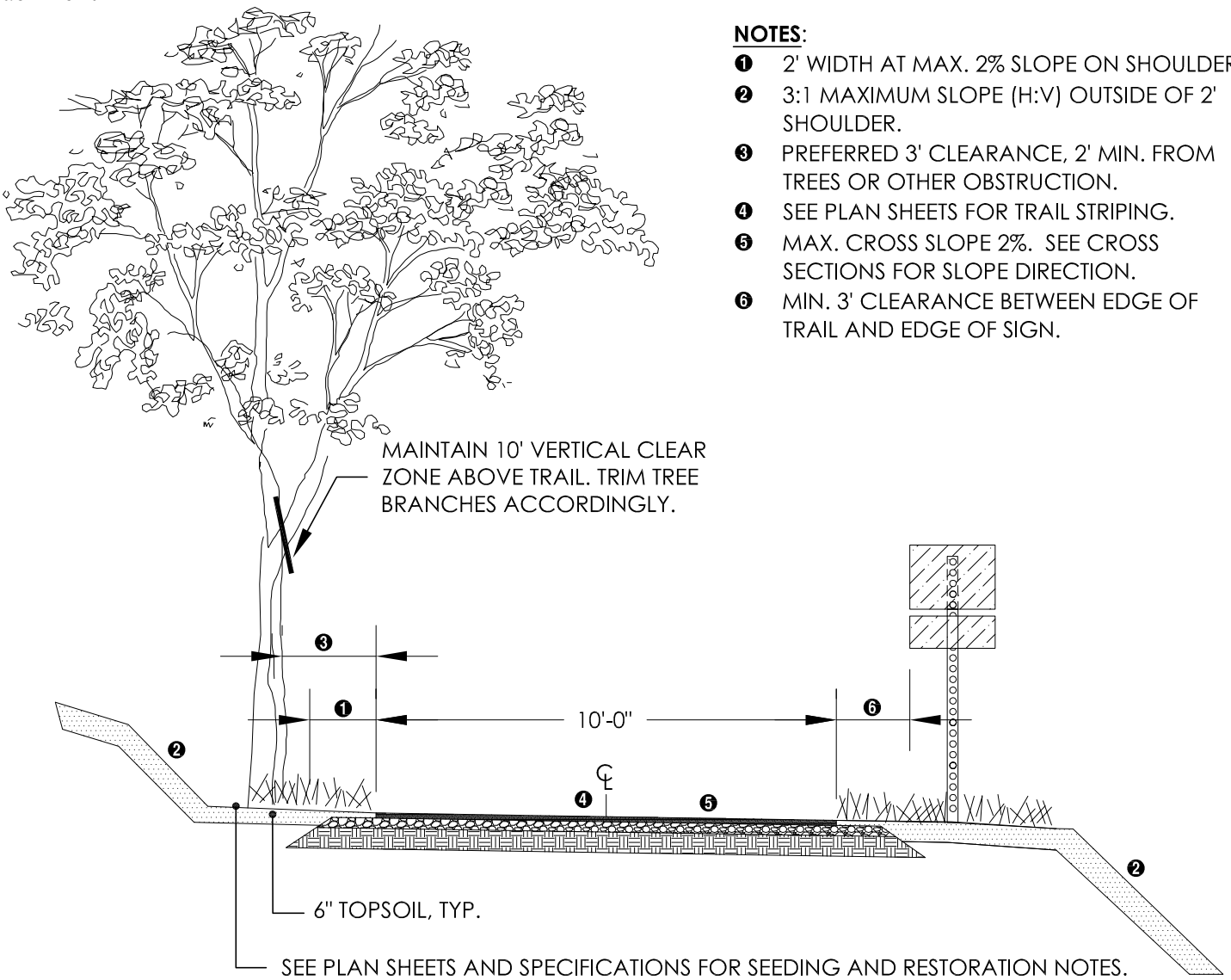
Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Services**

TEMPLATE

**NOTES:**

- ① 2' WIDTH AT MAX. 2% SLOPE ON SHOULDER.
- ② 3:1 MAXIMUM SLOPE (H:V) OUTSIDE OF 2' SHOULDER.
- ③ PREFERRED 3' CLEARANCE, 2' MIN. FROM TREES OR OTHER OBSTRUCTION.
- ④ SEE PLAN SHEETS FOR TRAIL STRIPING.
- ⑤ MAX. CROSS SLOPE 2%. SEE CROSS SECTIONS FOR SLOPE DIRECTION.
- ⑥ MIN. 3' CLEARANCE BETWEEN EDGE OF TRAIL AND EDGE OF SIGN.

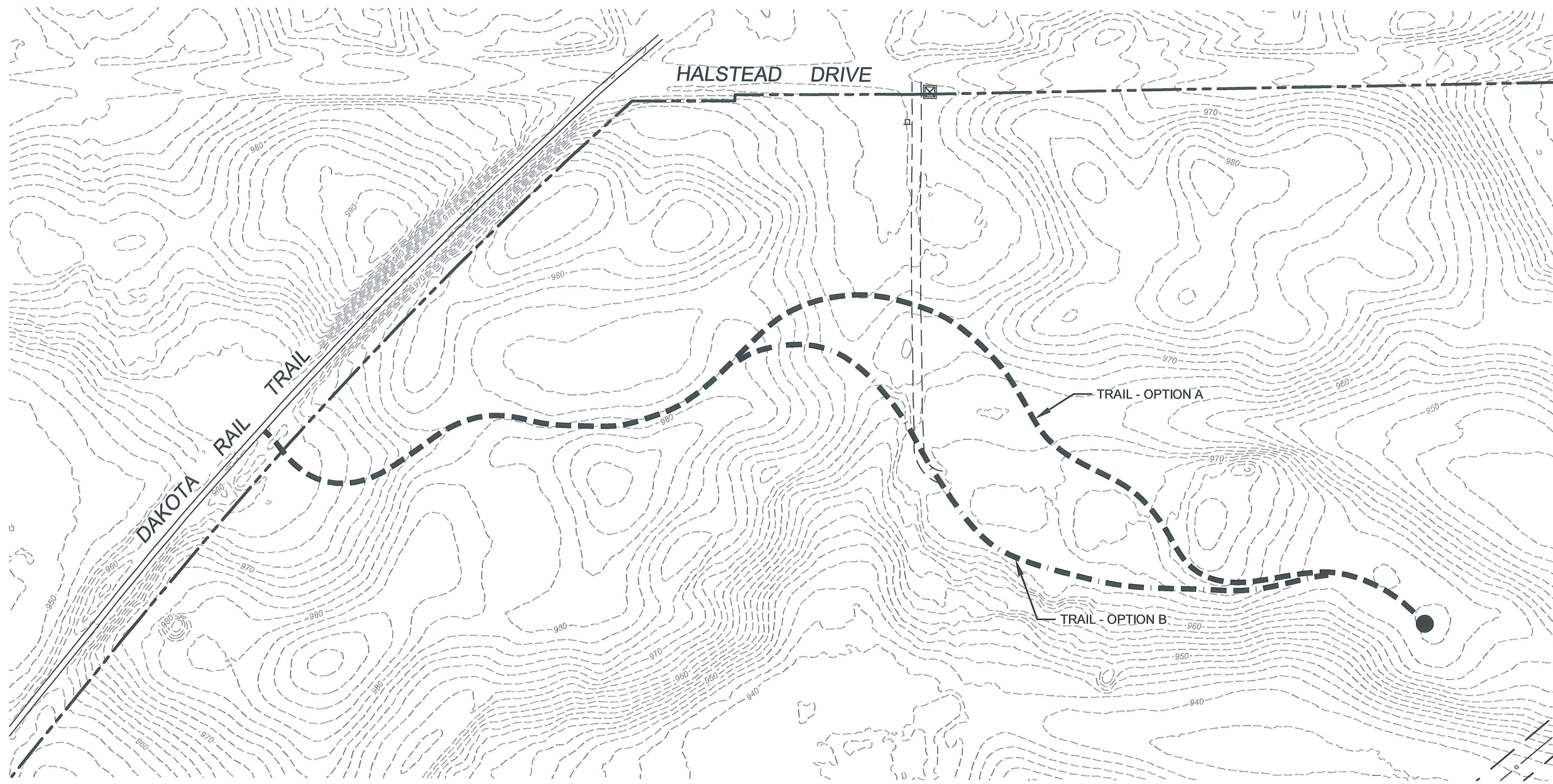


**NOTES:**

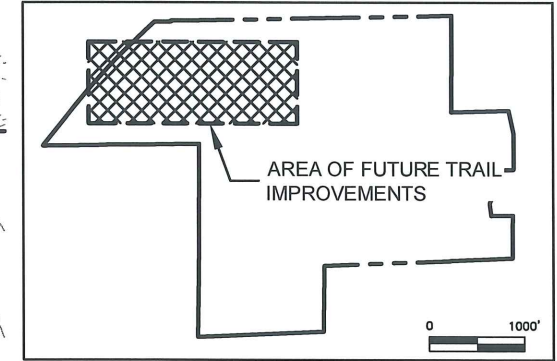
- 1. BITUMINOUS SHALL BE PLACED IN ONE LIFT.
- 2. CLASS 5 AGGREGATE BASE SHALL CONFORM TO MnDOT SPEC 3138.
- 3. SUBGRADE SHALL BE TEST ROLLED PRIOR TO AGGREGATE BASE INSTALLATION AND CONFORM TO MnDOT SPEC 2111.

TR-2 TYPICAL TRAIL SECTION 10' OFF-ROAD

NTS



SHEET LAYOUT DIAGRAM



**TRAIL NOTES:**

1. TRAIL CONSTRUCTION IS NOT PART OF THIS PROJECT AND SHALL COMMENCE AFTER SITE RESTORATION IS COMPLETED AND THE NATIVE PLANT COMMUNITIES HAVE BEEN ESTABLISHED.
2. PROPOSED TRAIL ALIGNMENTS SHOWN ON THIS PLAN ARE DESIGNED TO MINIMIZE SITE GRADING AND TRAIL SLOPE.

DRAWN BY: EMK  
 APPROVED: DM  
 CAD DATE: 1/10/13  
 CAD FILE: 120078ddv20130110.dwg

JOB DATE: 12/26/2012  
 JOB NUMBER: 12-0078

NO.	DATE	BY	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *Jonathon J. Kusa*  
 DATE: 1/11/2013  
 Jonathon J. Kusa  
 REG. NO. 44129



**APPLIED  
 ECOLOGICAL  
 SERVICES, INC.** HRGreen

SIX MILE MARSH PRAIRIE RESTORATION  
 MINNEHAHA CREEK WATERSHED DISTRICT  
 DEEPHAVEN, MINNESOTA

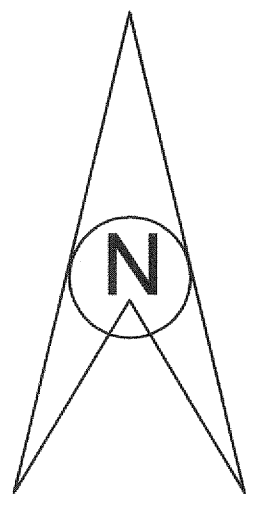
FINAL DESIGN SUBMITTAL  
 PROPOSED FUTURE TRAIL PLAN

SHEET NO.  
 7.0

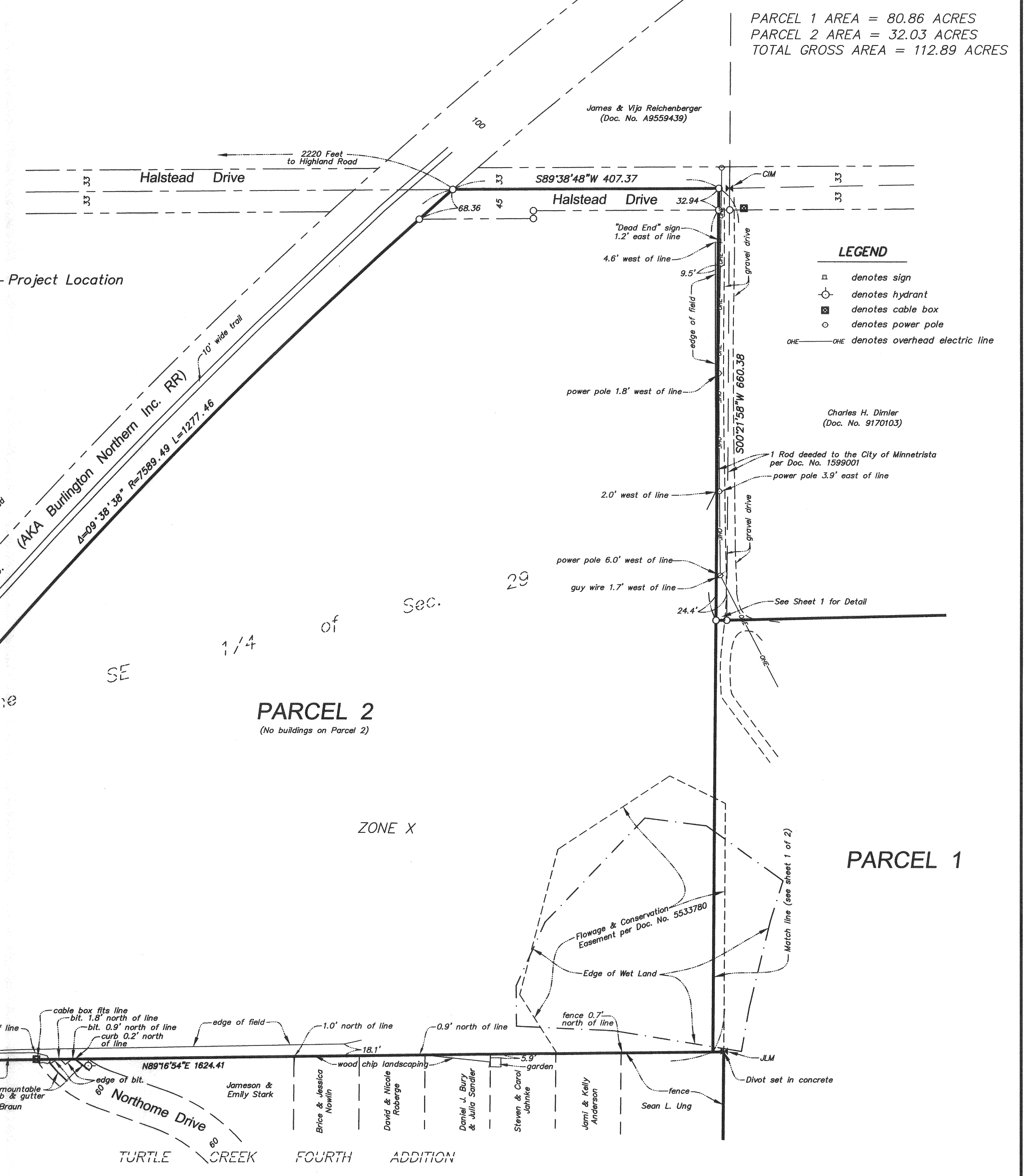
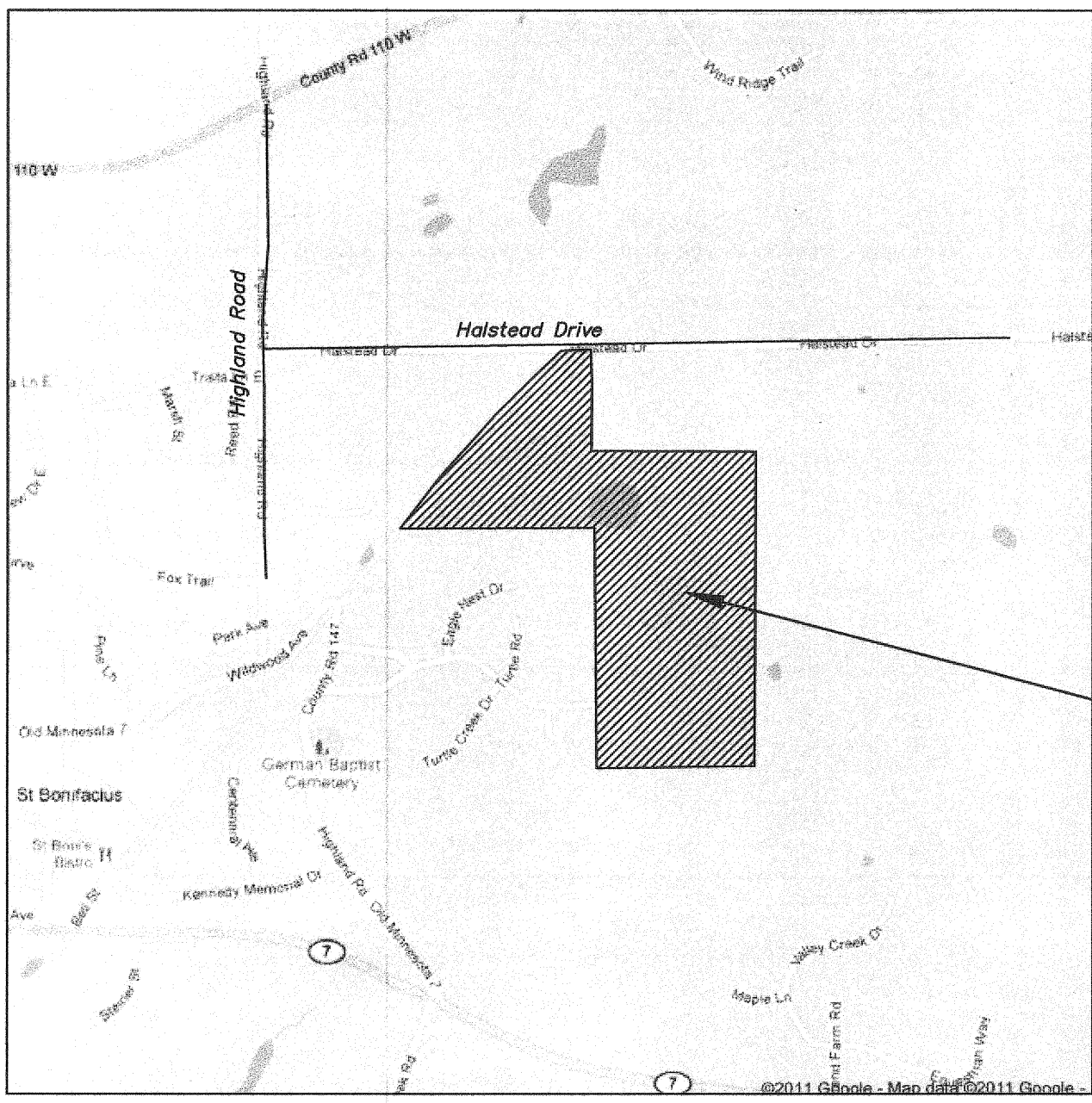
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# ALTA/ACSM LAND TITLE SURVEY



VICINITY MAP  
Not to scale



To Minnehaha Creek Watershed District and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 11(a), 13, 14, 16, 17, and 18 of Table A thereof. The field work was completed on June 24, 2011.

Date of Map: June 13<sup>th</sup>, 2011

Paul E. Otto, Land Surveyor (paul@ottoassociates.com)  
Minnesota License No. 40062

**PROPERTY DESCRIPTION:**

**Parcel 1:**  
The Southwest Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southwest Quarter of Section 28 and the North Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 117 North, Range 24 West of the 5th Principal Meridian, and commencing at the Southeast corner of the North Half of the Southeast Quarter of Section 29, Township 117, Range 24, thence West 16.5 feet; thence North 660 feet; thence East 16.5 feet, thence South to the place of beginning.

**Parcel 2:**  
That part of the North Half of the Southeast Quarter of Section 29, Township 117, Range 24, Hennepin County, Minnesota, lying Southeasterly of the Burlington Northern Inc., Railroad right-of-way, except the Easterly 16.5 feet thereof.

According to Chicago Title Insurance Company Title Commitment No. 2807461 dated May 27, 2011 at 8:00 A.M., this property is subject to the following:

- A portion of the property contains wetlands, which may be subject to federal, state, or local regulation. The right to use or improve these wetlands, is excepted herein.
- Easement to Northern Natural Gas Company dated March 15, 1962 recorded April 23, 1962 as Document No. 3342548.
- Confined in Modification and Amendment of Easement Grant dated November 26, 1974 recorded April 14, 1975 as Document No. 4135991.
- Terms and Conditions of Conveyance, Assignment and Bill of Sale from Enron Corp. to Northern Natural Gas Company dated December 31, 1990 recorded January 7, 1991 as Document No. 5737657 regarding the above Easement recorded as Document No. 3342548 and modified in Document No. 4135991.
- Flowage and Conservation Easement and Waiver of Damages in favor of the City of Minnetrista dated April 14, 1989 recorded May 12, 1989 as Document No. 5533780.
- Subject to railroad right of way as shown on Hennepin County Regional Railroad Authority Property Map No. 43 recorded as Document No. 9151129.
- Subject to the following matters disclosed on the Seller's Property Disclosure Statement dated May 17, 2011, as attached to purchase agreement between Robert L. Halverson and Janice M. Halverson (Sellers) and Minnehaha Creek Watershed District (Buyer):
  - Possible encroachment of driveway onto neighboring property.
  - Motor restrictions on creek.
  - Possible easement or encroachment to trail right of way.

**SURVEYORS NOTES:**

- The Title Commitment does not disclose an easement for Halstead Drive. The easement shown on this survey is based upon the County half section map which does show a right of way easement.
- Zoning information was not provided.
- There are no gaps or overlaps with adjacent properties and the subject property.
- This property is located in Flood Zones X and A according to FEMA Firm Map No. 27053C0290E.
- Property Address is:  
Parcel 1: 7901 Halstead Drive, Minnetrista, Minnesota.  
Parcel 2: 8015 Halstead Drive, Minnetrista, Minnesota.
- There is no visible evidence of earth moving work, building construction, or building additions.
- To the best of my knowledge there are no proposed changes in street right of way lines.
- There is no visible evidence of site use as a solid waste dump, sump, or sanitary landfill.
- The existing gas line location across parcel 2 does not fit Documents No. 3342548 and 4135991 as shown on the survey.
- Northome Drive, Halstead Drive, and Turtle Road are publicly dedicated right of way

**PLAT RECORDING DATA**

PLAT	CR DOC NO.	RT DOC NO.
Turtle Creek First Addition		3455370
Turtle Creek Third Addition		3567983
Turtle Creek Fourth Addition		3790777
Creekview Business Park	5121552	
Upland Farm	688374	3011047
Hennepin County Regional Railroad Authority Property Map No. 43	9151129	4508054

- denotes iron monument found
- denotes iron pipe set and marked as shown:
- denotes soil boring
- denotes percolation test hole

ALTA/ACSM Land Title Survey  
on part of the SW 1/4 of  
Section 28, SE 1/4 of Section 29,  
& NW 1/4 of Section 33,  
all of T. 117, R. 24,  
Hennepin County, Minnesota.

Requested By:  
**Minnehaha Creek Watershed District**

Date: 6/24/11 Drawn By: C.S.O. Scale: 1"=100' Checked By: P.E.O.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul E. Otto  
Date: 7-13-11 License # 40062

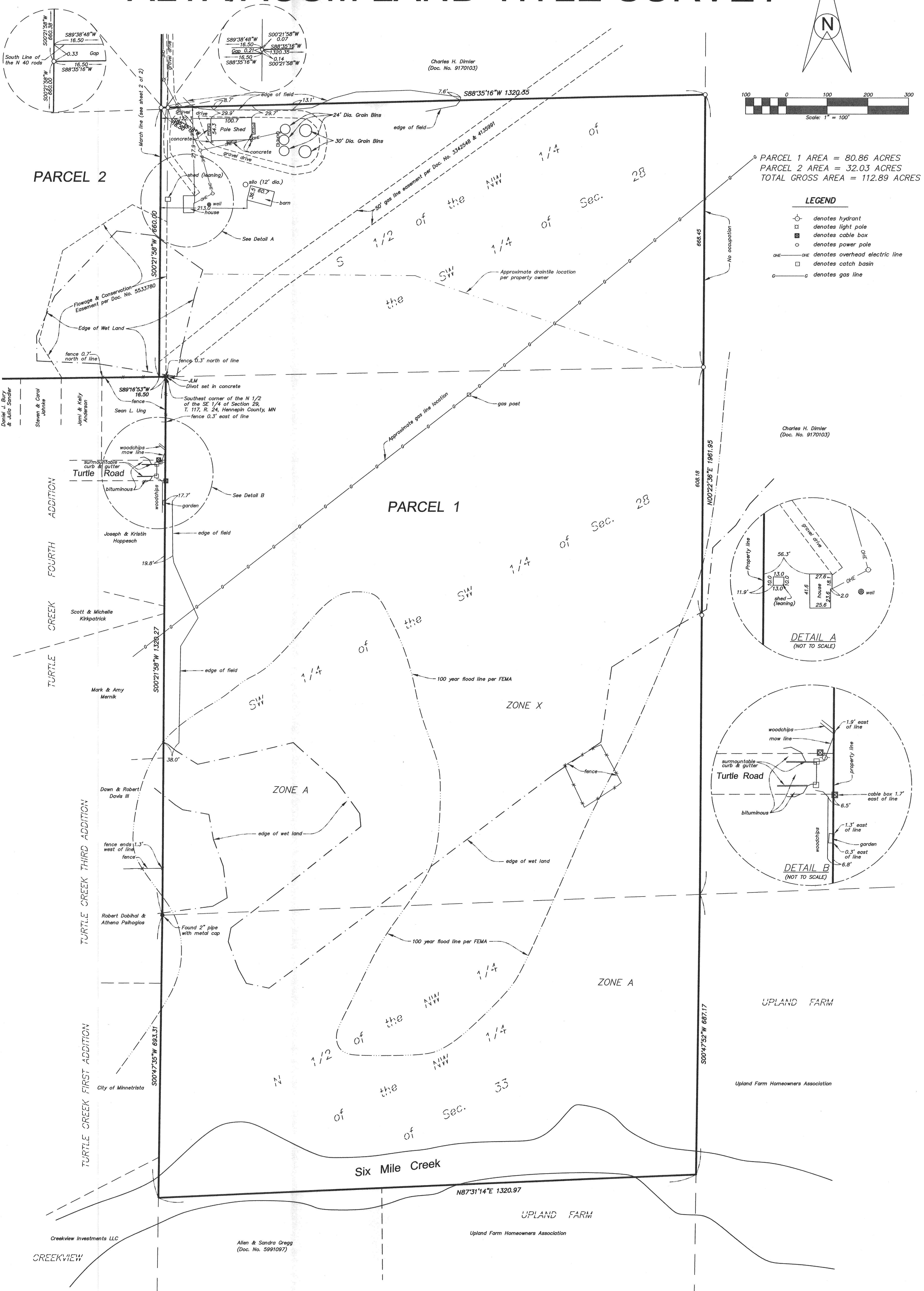
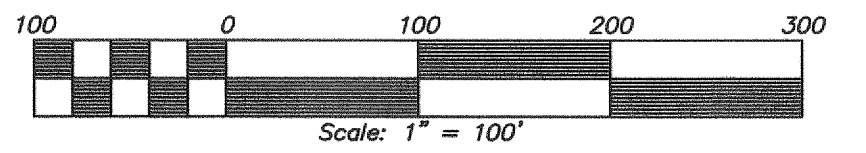
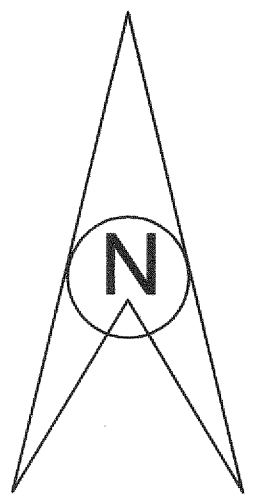


www.ottoassociates.com  
9 West Division Street  
Buffalo, MN 55313  
(763)682-4727  
Fax: (763)682-3522

Revised: 7/13/11 PEO  
Job No. 1-11-0119



# ALTA/ACSM LAND TITLE SURVEY



PARCEL 1 AREA = 80.86 ACRES  
 PARCEL 2 AREA = 32.03 ACRES  
 TOTAL GROSS AREA = 112.89 ACRES

### LEGEND

- ⊙ denotes hydrant
- denotes light pole
- denotes cable box
- denotes power pole
- O—O— denotes overhead electric line
- denotes catch basin
- G— denotes gas line

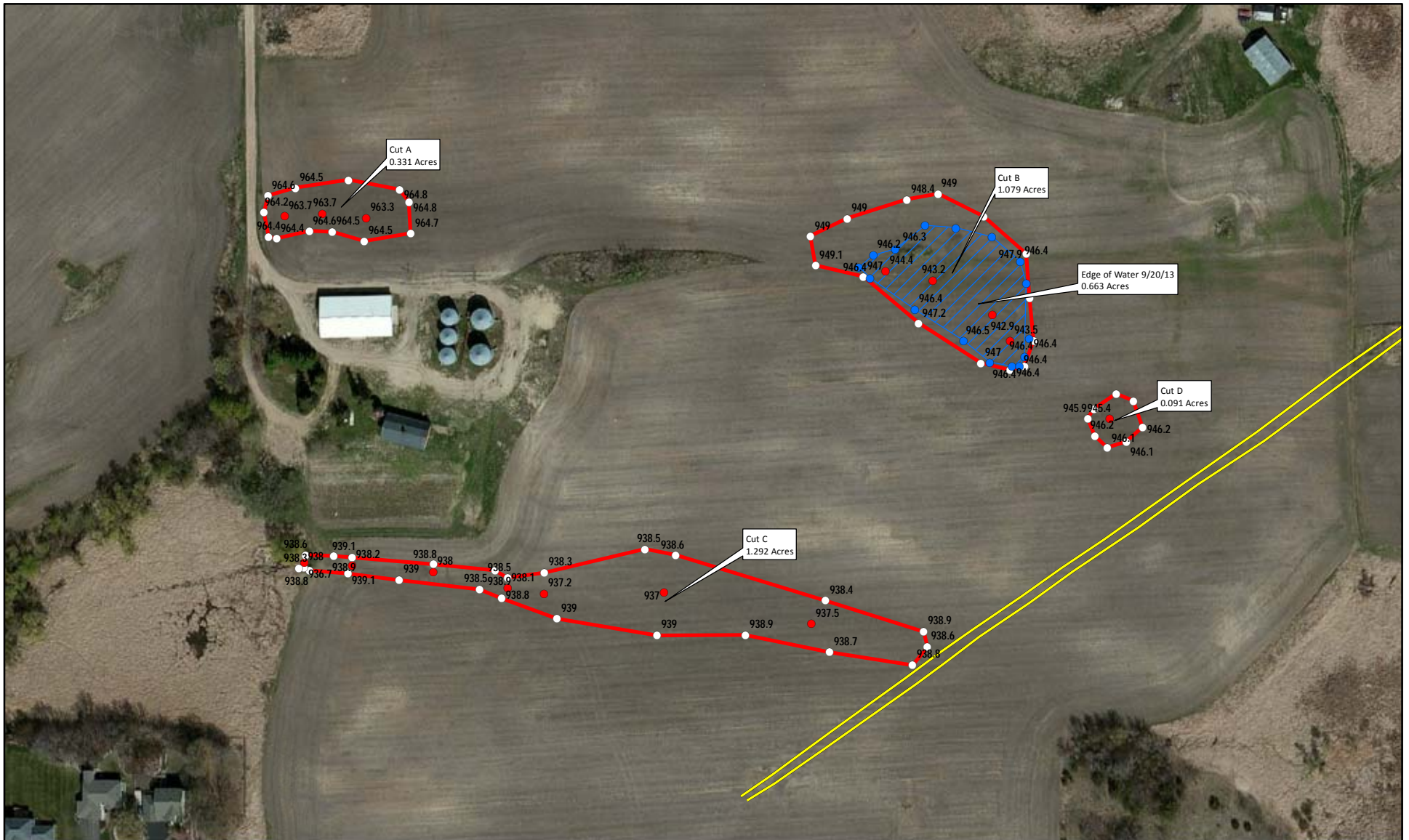
Charles H. Dimler  
 (Doc. No. 9170103)

DETAIL A  
 (NOT TO SCALE)

DETAIL B  
 (NOT TO SCALE)

<ul style="list-style-type: none"> <li>● denotes iron monument found</li> <li>○ denotes iron pipe set and marked as shown:</li> <li>⊙ denotes soil boring</li> <li>⊕ denotes percolation test hole</li> </ul>	<p>ALTA/ACSM Land Title Survey                  on part of the SW 1/4 of Section 29,                  &amp; NW 1/4 of Section 33,                  all of T. 117, R. 24,                  Hennepin County, Minnesota.</p>	<p>Requested By:  <b>Minnehaha Creek Watershed District</b></p> <p>Date: <b>6/24/11</b>                  Drawn By: <b>C.S.O.</b>                  Scale: <b>1"=100'</b>                  Checked By: <b>P.E.O.</b></p>	<p>I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.</p> <p><i>Paul E. Otto</i>                  Paul E. Otto                  Date: <b>7-13-11</b> License # 40062</p>	<p><b>OTTO ASSOCIATES</b>                  Engineers &amp; Land Surveyors, Inc.</p> <p>www.ottoassociates.com                  9 West Division Street                  Buffalo, MN 55313                  (763)682-4727                  Fax: (763)682-3522</p>	<p>Revised:                  7-13-11 PED</p> <p>Job No.  <b>1-11-0119</b></p>
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**Six Mile Marsh As-Built**

**Elevation and Areas Surveyed 9/20/2013**

**Six Mile Constructed Basins**

- Cut Edges
- Edge of Water 9/20/13 (Cut B Only)

**Six Mile Constructed Points**

- Center
- Edge
- Edge of Water 9/20/13
- Surveyed Gas Lines

