

**Amendment of the  
Agreement Between Riley-Purgatory-Bluff Creek Watershed District  
and SRF Consulting Group Inc.**

**St. Hubert Water Quality Project – Engineering and Design Services**

This amendment is entered into by Riley-Purgatory-Bluff Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and SRF Consulting Group Inc., a private Minnesota corporation (Consultant) to add tasks to the scope of work for engineering, design and construction oversight for the St. Hubert Water Quality Project that was the subject of the April 5, 2020, agreement between the parties.

In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, RPBCWD and Consultant agree to amend the agreement as follows:

*Paragraph 1 of the agreement is amended to read as follows:*

1. Scope of Work

Consultant will perform the work described in the February 27, 2020, Scope of Services attached as Exhibit A and the work described in the March 28, 2021, and April XX, 2021, scopes of services attached together as Exhibit B (the Services). Exhibit A and Exhibit B are ~~is~~ incorporated into this agreement and ~~its~~ their terms and schedules are binding on Consultant as a term hereof. RPBCWD, 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 RPBCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

*Paragraph 5 of the agreement is amended to read as follows:*

5. Compensation

RPBCWD will compensate CONSULTANT for the Services ~~on an hourly basis~~ and reimburse for direct costs in accordance with Exhibit A and Exhibit B. 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 or Exhibit B will not be reimbursed except with prior written approval of the RPBCWD administrator.

Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by RPBCWD at the rate specified in RPBCWD's written approval of the subcontract.

The total payment for the Services will not exceed ~~\$71,050.00~~ **\$118,299**. 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.

Commented [MW1]: \$71,050 (original scope) + \$9,900 (addition by CB) + \$9,999 (addition by CB for water reuse) + \$7,500 (addition by CB for ed & out) + \$19,850 construction oversight.

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 RPBCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

Paragraph 6 of the agreement is amended to read as follows:

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until ~~December 1, 2020~~ December 31, 2024, unless earlier terminated as set forth herein.

RPBCWD 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.

All terms of the April 5, 2020, agreement not expressly altered by this amendment remain in full force and effect.

*{Signature page follows.}*

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

**SRF Consulting Group**

\_\_\_\_\_ Date: \_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

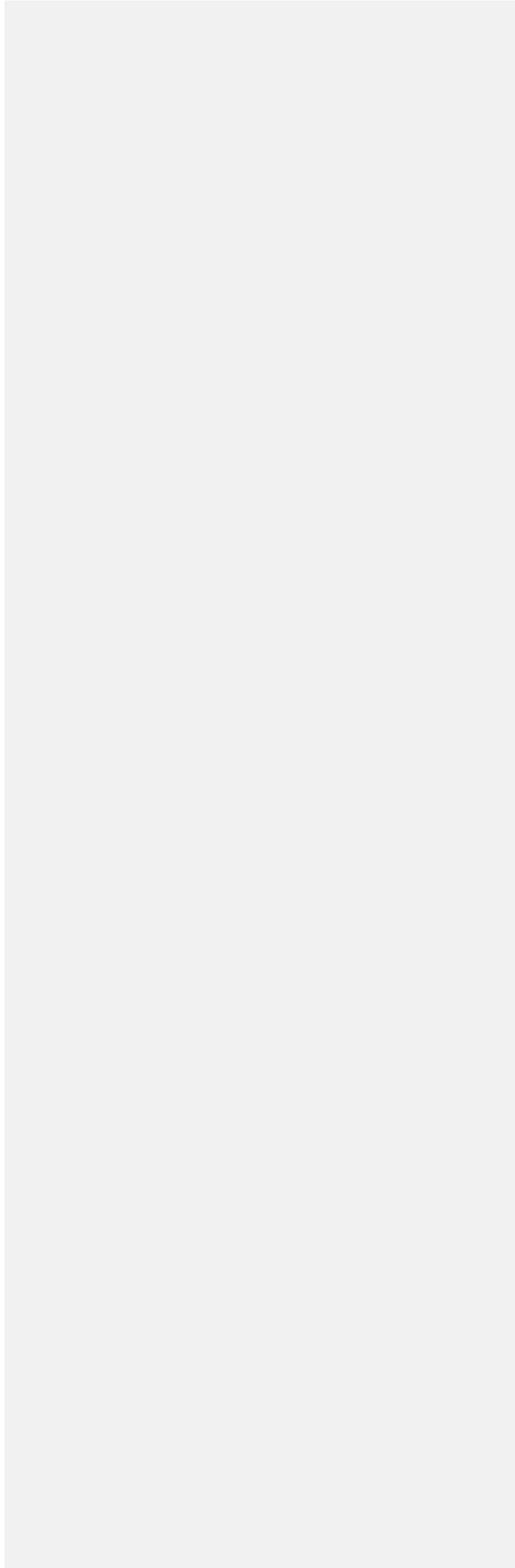
*Approved as to form and execution*

\_\_\_\_\_  
RPBCWD attorney

**Riley-Purgatory-Bluff Creek Watershed District**

\_\_\_\_\_ Date: \_\_\_\_\_  
Terry Jeffery  
Its interim administrator

DRAFT



**Exhibit B**  
**Scopes of Services**  
March 28, 2021, and April XX, 2021

DRAFT



**To:** Terry Jeffrey, Interim Administrator  
Riley Purgatory Bluff Creek Watershed District

**From:** Leah Gifford, PE  
SRF Consulting Group, Inc.

**Date:** April 28, 2021

**Subject:** St. Hubert School Water Quality and Landscaping Project:  
Scope of Work for Water Reuse, Education and Outreach, and Out of Scope final Design Tasks

**Purpose**

The purpose of this memorandum is to define the Scope of Work for the budget adjustments for water reuse design, education and outreach and Out of Scope final design tasks for the St. Hubert School Water Quality and Landscaping Project. The contract was originally executed in April 2020 and these requests were individually approved by the Administrator during the course of the project. The ultimate project will consist of a new tree trench, rain garden, native plant restoration, two outdoor classrooms, playground surface design, parking lot reconfiguration, and drainage and gully repair and will be constructed in the summer of 2021.

**Out of Scope Tasks**

Below is a summary of the tasks that we consider out of scope from the initial contract agreement and the estimated cost to complete these tasks.

Water Reuse Task	Hours	Average Rate	Cost	Task Status
Feasibility, Preliminary Design and Final Design of Water Reuse system	83	\$120/hr	\$9,960	COMPLETE
Mileage and Expenses			\$ 39	COMPLETE
<b>Total</b>	<b>83</b>		<b>\$9,999</b>	

<b>Education and Outreach Task</b>	<b>Hours</b>	<b>Average Rate</b>	<b>Cost</b>	<b>Task Status</b>
Tree and planting coordination with RPBCWD, SWCD and School	18	\$135/hr	\$2,430	60% COMPLETE
Educational Graphics	54	\$93/hr	\$5,022	NOT STARTED
Mileage and Expenses			\$ 48	NOT USED
<b>Total</b>	<b>72</b>		<b>\$7,500</b>	

Assumptions:

- Tree and planting coordination is during design and construction window, thru October 2021.
- Educational Graphic budget was included in the initial scope. \$5,020 was transferred from the original scope to cover the additional coordination that has been required by the school and WD project management.

<b>Final Design Tasks</b>	<b>Hours</b>	<b>Average Rate</b>	<b>Cost</b>	<b>Task Status</b>
Eight (8) Additional Meetings (Virtual Meetings, assumes 1.5 hours for meeting and prep, followup, 2 people)	24	\$135/hr	\$ 3,240	COMPLETE
Assistance with Cooperative Agreement, Figures, Memos to Board, work plan	20	\$135/hr	\$ 2,700	COMPLETE
Combining Projects into one plan, estimate, and specification manual (due to Construction Schedule change)	20	\$110/hr	\$ 2,200	COMPLETE
Cost Estimation for separated pay areas and by payer	16	\$110/hr	\$1,760	COMPLETE
<b>Total</b>	<b>80</b>		<b>\$9,900</b>	

## Conclusion

In summary, SRF has requested funds not to exceed \$27,399, which includes both time and expenses, to account for additional scope items outlined above.

**COOPERATIVE AGREEMENT**  
**Between the Church of Saint Hubert of Chanhassen and**  
**Riley-Purgatory-Bluff Creek Watershed**

St. Hubert Water Quality Project

~~DATE~~ May X, 2021

This cooperative agreement is made by and between the Church of Saint Hubert of Chanhassen, a Minnesota Catholic school and parish (St. Hubert), and Riley-Purgatory-Bluff Creek Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD), to achieve shared water-resource protection and improvement goals through design, construction and maintenance of a project providing runoff volume and rate reduction; water quality improvement; ecological biodiversity enhancement; and educational opportunity on the campus of St. Hubert Catholic School (the St. Hubert Property, the parcels legally described in Exhibit A, attached to and incorporated into this agreement as a term thereof), which is owned in fee by the Church of Saint Hubert of Chanhassen.

**Recitals**

**WHEREAS** RPBCWD has an approved water resources management plan pursuant to Minnesota Statutes section 103B.231 (the Plan) that has as a primary goal the improvement of water quality in Rice Marsh Lake, Lake Riley and the Riley Creek watershed generally;

**WHEREAS** in 2016, RPBCWD completed the Rice Marsh Lake and Lake Riley Use Attainability Analysis Update, showing that Rice Marsh Lake fails to meet MPCA shallow lake water quality standards and that 64% of the phosphorus load is from external sources (44% watershed runoff, 20% discharge from Lake Susan into Rice Marsh Lake); RPBCWD implemented an alum treatment on Rice Marsh Lake in 2018 to reduce the internal phosphorus load, a measure that can be both more effective and longer lasting by maximizing management of external load;

**WHEREAS** the St. Hubert Property is tributary to Rice Marsh Lake, and in 2018, RPBCWD was contacted by St. Hubert about partnering on a rain garden on the St. Hubert Property; initial consultation identified the potential for multiple best management practices on the site that would progress RPBCWD goals;

**WHEREAS** RPBCWD's Opportunity Projects program was created with the adoption of the Plan in 2018 specifically to address previously unidentified projects and partnerships, and a stormwater retrofit of the St. Hubert Property was identified as a potential project for the program;

**WHEREAS** in April 2019, consulting engineer SRF Consulting Group Inc., retained by RPBCWD to work with St. Hubert stakeholders to identify potential best management practices for the St. Hubert Property that would meet RPBCWD goals, identified four project areas with multiple practices that would reduce runoff volume and rate; improve water quality; enhance ecological biodiversity through restoration of native plant species and maintenance of such species over a three-year establishment period; and develop educational opportunities (the Project);

~~January 20~~ May X, 2021

Cooperative Agreement

**WHEREAS** the Project is expected to treat 2.8 acres of runoff; reduce total suspended solids by 434lbs/year and reduce TP by 2.0 lbs/year; restore 0.8 acres of prairie ecosystem habitat; and increase public awareness of water quality issues and improvements due to the accessible location of the project for St. Hubert students, St. Hubert staff, more than 2,600 families, and the Summer Wood Retirement Community; RPBCWD staff scored the Project according to the Opportunity Project prioritization rubric in the Plan, resulting in a score of 33;

**WHEREAS** on or about August 7, 2019, RPBCWD distributed a draft amendment describing the Project and proposing to add it to the capital improvements program in the Plan;

**WHEREAS** on September 4, 2019, RPBCWD held a duly noticed public hearing to receive public comment on the proposed minor plan amendment for the Project, and no comments were received;

**WHEREAS** on October 2, 2019, the RBCWD board of managers amended the Plan to include the St. Hubert Catholic Community Opportunity Project;

**WHEREAS** on February 5, 2020, the RPBCWD board of managers conducted a duly-noticed public hearing to receive testimony from interested parties on whether to order the design of the Project; the RPBCWD board of managers considered the comments received, and ordered the design phase of the Project in accordance with Minnesota Statutes section 103B.251;

**WHEREAS** on April 1, 2020, the RPBCWD board of managers authorized design of the Project;

**WHEREAS** St. Hubert, at its cost and direction, will contract for the design and construct improvements to outdoor-recreation areas of the St. Hubert Property adjacent to but separate from the portions of the St. Hubert Property that will be the location of the Project (the Playground Improvements); except to the extent that certain of the Playground Improvements will be incorporated into the contract for construction of the Project, and RPBCWD will be reimbursed for the costs thereof by St. Hubert, as provided below;

**WHEREAS** St. Hubert has committed to contribute a total of \$45,000 to the Project in annual disbursements of \$15,000 over the three years following completion of the Project, and up to \$5,000 per year to maintain the Project on the St. Hubert Property for the expected life of the Project, and will reimburse RPBCWD the costs of activities to be included in the Project construction contract and undertaken to support and facilitate the Playground Improvements;

**WHEREAS** RPBCWD will cover the remaining costs of the Project, the total estimated cost of which is \$277,000, through \$75,000 in grant funds from the Metropolitan Council, \$63,865 in Clean Water Legacy grant funds, and through its ad valorem property tax levy to implement its watershed management plan pursuant to Minnesota Statutes Section 103B.251., and Carver County Soil and Water Conservation District will contribute funds in an amount not to exceed \$25,000 toward Project design costs;

**WHEREAS** the Project will be constructed entirely on the St. Hubert Property in the area depicted and labeled "Project Area" in Exhibit B, attached to and incorporated into this agreement as a term hereof;

**WHEREAS** St. Hubert will own and provide routine maintenance of the Project when it is completed, and RPBCWD will provide technical assistance and specialized maintenance

activities as needed in accordance with a mutually agreeable Maintenance Plan to be completed after substantial completion of the Project;

**WHEREAS** St. Hubert and RPBCWD entered an agreement for the Project dated January 20, 2021, that this agreement vacates and supersedes, and the parties acknowledge that their ability to achieve Project objectives depends on each party satisfactorily and promptly performing individual obligations and working cooperatively with the other party to this agreement; and

**WHEREAS** Minnesota Statutes section 103D.335, subdivisions 7 and 21, authorize RPBCWD to enter this cooperative agreement with St. Hubert.

### **Agreement**

NOW, THEREFORE St. Hubert and RPBCWD enter into this agreement to document their understanding as to the scope of the Project, affirm their commitments as to the responsibilities of and tasks to be undertaken by each party, grant the necessary land-use rights, and facilitate communication and cooperation to successfully complete the Project.

#### **1 Organization and Relationship of the Parties**

- A. The RPBCWD administrator and St. Hubert's Director of School Operations will serve as project leads and the principal contacts for their respective organizations for the Project, charged to conduct the day-to-day activities necessary to ensure that the Project is completed in accordance with the terms of this agreement.
- B. The project leads will coordinate and communicate informally and formally to timely address any issues of concern to ensure the successful completion of the Project.
- C. St. Hubert and RPBCWD enter this agreement solely for the purposes of improving water quality in Rice Marsh Lake and Lake Riley. Only contractual remedies are available for the failure of a party to fulfill the terms of this agreement.
- D. Notwithstanding the foregoing or any other provision of this agreement, St. Hubert's and RPBCWD's obligations and rights under paragraphs 2F, 3C, 4B, 6A and 6C of the agreement will survive the termination of the agreement.
- E. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any non-party.

#### **2 Project Design, Construction and Maintenance**

- A. The Project is further defined for purposes of this cooperative agreement as the work specified in the plans and design attached to and incorporated into this agreement as Exhibit C.
- B. By its signature hereunder, -St. Hubert- approves the plans and design for Project in Exhibit C.
- C. The Project will include, after completion of construction, assessment of the effectiveness of the Project by the parties and development by SRF under contract with RPBCWD of

~~January 20~~ May 8, 2021

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Cooperative Agreement

St. Hubert Catholic Community - RPBCWD St. Hubert Water Quality Project

specific written schedules, procedures and protocols for routine and major operation and maintenance of the Project.

D. **Construction contracting.** RPBCWD will solicit bids in accordance with applicable state and federal law, and will contract with the bidder it determines is the lowest-cost responsible and responsive bidder as follows:

- i. The bidding process and documents for the Project will include site-preparation elements necessary for the Playground Improvements, labeled “Playground Elements” in Exhibit C, and optional elements of the Playground Improvements, labeled “Bid Alternates,” in Exhibit C. On receipt of bids and completion by RPBCWD of the bidder-selection process, RPBCWD will provide St. Hubert with the bid amounts for the Playground Elements and the Bid Alternates. St. Hubert will have 10 calendar days from receipt of the bid amounts to advise RPBCWD as to which, if any, Bid Alternates to include in the contract for construction. The Project, Playground Elements and Bid Alternates selected, if any, are collectively referred to herein as “the Work.”
- ii. The contract for construction will:
  - a. Include the Playground Elements items and, as selected by St. Hubert in accordance with paragraph 2.D.i herein, the Bid Alternates;
  - b. Restrict the contractor’s activities to the portions of the St. Hubert Property designated for access and construction in Exhibit B;
  - c. Require the contractor to indemnify, defend and hold harmless St. Hubert, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature arising from the contractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to RPBCWD;
  - d. Require that the contractor for the Work name St. Hubert as an additional insured for general liability with primary and noncontributory coverage for general liability and provide a certificate showing same prior to construction;
  - e. Extend the warranties for the Work to St. Hubert;
  - f. Require the contractor to coordinate construction of the Work with the construction of the Playground Improvements;
  - g. Require the contractor to determine and obtain all permits and other regulatory approvals applicable to the Work on behalf of RPBCWD and St. Hubert.

E. **Construction.**

- i. RPBCWD, or the RPBCWD consulting engineer on RPBCWD’s behalf, will provide construction oversight for and oversee implementation of the Work. RPBCWD may adjust the plans, design and specifications for the Project during implementation, as long as the revised plans do not require RPBCWD to exceed the scope of the rights granted under this agreement, and such changes are made in coordination with St. Hubert to ensure compatibility of the Project with St. Hubert’s continued use and

operation of the St. Hubert Property for its customary and intended purposes. Construction of the Work is planned to commence on or about June 3, 2021, and to be completed on or about August 30, 2021.

- ii. RPBCWD will timely engage and consult with St. Hubert on material changes to the plans, design and specifications for the Work.
- iii. Until substantial completion of construction of the Project for the purposes intended, if RPBCWD, in its judgment, should decide that the Project is infeasible, RPBCWD, at its option, may declare the agreement rescinded and annulled. If RPBCWD so declares, all obligations herein, performed or not, will be voided, except that RPBCWD will return the St. Hubert Property materially to its prior condition or to a condition agreed to by RPBCWD and St. Hubert.
- iv. RPBCWD will notify St. Hubert within five business days of receipt of a certification of substantial completion of the Work.
- v. Within 90 days of certification of substantial completion or termination of this agreement, RPBCWD will ensure that the Project site is restored to a condition consistent with the use of the St. Hubert Property for its intended purposes, except to the extent the St. Hubert Property is improved by the Project.

**F. Maintenance.**

- i. After substantial completion of the Project, St. Hubert will provide, at its sole expense, ongoing maintenance and repair of the Project in accordance with the Maintenance Plan, defined in and developed and approved in fulfillment of paragraphs 2.F.ii and iii herein, to the extent the costs of such maintenance do not exceed \$5,000 per year. St. Hubert will not be in default for failure to provide maintenance and repair exceeding \$5,000 in a single calendar year. RPBCWD will provide, at its sole expense, ongoing technical assistance and support for maintenance of the Project.
- ii. After substantial completion of the Project, RPBCWD will contract with the RPBCWD consulting engineer for the development, in collaboration with St. Hubert, of a draft plan delineating procedures and protocols necessary for the operation, maintenance and repair of the Project, as well as roles and responsibilities supplemental to and consistent with the terms of this agreement for implementation of maintenance work (the Maintenance Plan). The Maintenance Plan will identify routine maintenance activities.
- iii. St. Hubert will approve the Maintenance Plan within 45 days of receipt from RPBCWD, such approval not to be unreasonably withheld. Failure by St. Hubert to timely act on its rights and obligations under this paragraph will constitute approval of the Maintenance Plan. If St. Hubert disapproves the Maintenance Plan, all maintenance necessary to assure that the Project will continue to effectively function as designed will become the sole responsibility of St. Hubert. On approval of the Maintenance Plan, St. Hubert will perform or contract for the performance of all maintenance and repair of the Project, along with reporting as may be required by the Maintenance Plan, from the date the Project, including establishment of vegetation, is complete. The Maintenance Plan will not require St. Hubert to expend greater than \$5,000 per year

for maintenance and St. Hubert will not be in default for failure to perform maintenance if the same would be in excess of \$5,000 per year.

- iv. The Maintenance Plan will be implemented as follows:
  - a. Maintenance and repair work under the Maintenance Plan will be completed by St. Hubert at St. Hubert's sole expense, with technical support as provided by RPBCWD in accordance with paragraph 2.F.i;
  - b. Maintenance and repair work under the Maintenance Plan exceeding the \$5,000 cap on St. Hubert's expenditures in a given year will be completed by RPBCWD at its expense.
- v. RPBCWD may conduct monitoring of the performance of the Project.
- G. **Grant reporting.** RPBCWD will comply with any grant-reporting requirements related to the Project, except that St. Hubert will provide any data on the Project reasonably requested by RPBCWD to meet grant-reporting obligations related to the Project.
- H. **Ownership.** On completion of the Project, ownership of all equipment and materials installed on and incorporated into the St. Hubert Property will vest in St. Hubert.

### 3 Costs

- A. Except for reimbursement as provided in paragraph 3B, 3D and 3E herein, each party will be responsible for the costs of performance of its obligations (subject to the limit set forth herein) and exercise of its rights under this agreement, and in the event of cancellation of the Project, the parties will bear their own costs incurred prior to RPBCWD's issuance of notice to St. Hubert.
- B. St. Hubert, on receipt from RPBCWD of documentation of payment and other documentation as may be reasonably requested by St. Hubert, will reimburse RPBCWD within 35 days of costs of the Playground Elements and any Bid Alternates that are selected by St. Hubert in accordance with paragraph 2.D.i herein.
- C. As provided in paragraph 2.F.i herein, St. Hubert will be responsible for the costs, not to exceed \$5,000 per year, of maintenance and repair of the Project to standards reasonably agreed to by the parties, in conformance with the Maintenance Plan.
- D. On receipt of documentation of payment as may be reasonably requested, St. Hubert will reimburse RPBCWD \$15,000 per year in each of the three years subsequent to substantial completion of the Project, for a total reimbursement of \$45,000, of documented costs of construction of the Project. The initial payment will be due within six months of the completion of construction, and the second and third payments will be due on the successive one-year anniversaries of the first payment.
- E. If St. Hubert sells or materially redevelops any portion of the specifically identified native plant restoration site of the Project Area identified in Exhibit B prior to the end of the 10th year following substantial completion of the Project, St. Hubert will reimburse

RPBCWD a pro-rated portion of \$20,000 that will be calculated based on the number of years remaining in the 10-year period from the date of sale or material redevelopment.

- F. The entirety of the Project work will be the subject of a single RPBCWD permit prepared and submitted by RPBCWD; RPBCWD will be responsible for any other permits needed for the Work. St. Hubert will be responsible for permits for the Playground Improvements.

#### **4 Grant of Property-Use Rights**

For purposes of facilitating RPBCWD's exercise of its rights and performance of its responsibilities under this agreement:

- A. St. Hubert, which holds in fee simple the parcel(s) legally described in Exhibit A to this agreement, agrees that ~~on~~upon completion of construction of the Project and provision by RPBCWD of final construction drawing(s), St. Hubert will execute and allow RPBCWD to record ~~on~~in the ~~deed to real property records against~~ the St. Hubert Property the declaration, completed substantially in the form attached to and incorporated herein as Exhibit D (the Declaration).
- B. ~~St. Subject to this section 4.B. St.~~ Hubert hereby grants and conveys to RPBCWD, its contractors, agents, and assigns a nonexclusive irrevocable term license over, under, upon, and across the portions of the St. Hubert Property as necessary for construction of the Work, and for plant establishment and maintenance for the Project. The right of RPBCWD to enter the St. Hubert Property to perform monitoring, maintenance and repair of the Project and otherwise to fulfill its obligations and exercise its rights under this agreement will ~~continue for~~terminate on the earlier of (i) twenty (20) years after following the completion of the Project, or (ii) December 31, 2042. The license granted hereby includes the right of reasonable ingress and egress and to pass over and through the St. Hubert Property on foot and using motorized equipment for purposes of completing and maintaining the Project, so long as such ingress and egress shall not unreasonably interfere with the use and operations of the St. Hubert Property. RPBCWD, on reasonable notice to St. Hubert, may temporarily restrict or preclude public access to the Project Area to ensure safety while construction, restoration or maintenance activities are under way. RPBCWD will restore any portions of St. Hubert's property outside the Project Area affected by the Project to conditions materially similar to conditions existing prior to commencement of the Project construction. RPBCWD shall indemnify defend and hold harmless St. Hubert, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature arising from RPBCWD's negligent or otherwise wrongful act or omission, or breach of any obligations or duties with regard to maintenance or repair of the Project. In the event RPBCWD contracts for the conduct of land-disturbing activities on the Property outside the scope of construction of the Project as provided for herein, RPBCWD will require the contractor to indemnify, defend and hold harmless St. Hubert, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to RPBCWD, and will require that the contractor name St. Hubert as an additional insured for general

liability with primary and noncontributory coverage for general liability and provide a certificate showing same prior to construction.

- C. St. Hubert will forbear from any material activity that would unreasonably interfere with RPBCWD's ability to exercise its rights or meet its obligations under this agreement, including the transfer of ownership of the St. ~~Hubert Property~~ Hubert Property, unless RPBCWD provides prior written consent for the same, which shall not be unreasonably withheld, delayed or conditioned. Subject to its interest in preserving public safety, St. Hubert will facilitate RPBCWD's reasonable exercise of its rights under this agreement with regard to access to and use of the St. Hubert Property as described herein so long as the same shall not materially affect its use and operations of the St. Hubert Property and improvements thereon. St. Hubert will not knowingly take any materially adverse action within or adjacent to the Project Area that could reasonably be expected to materially diminish the effectiveness or function of the Project for the purposes intended.
- D. St. Hubert has identified a construction area to be fenced during the duration of construction of the Project so as to prevent students and any other unauthorized persons from entering the construction zone. RPBCWD has incorporated this construction zone into the construction plans and design in Exhibit C.

## **5 RPBCWD's Further Rights and Obligations**

- A. RPBCWD will not be deemed to have acquired by entry into or performance under this agreement any form of interest or ownership in the St. Hubert Property. RPBCWD will not by entry into or performance under this agreement be deemed to have exercised any form of control over the use, operation or management of any portion of the St. Hubert Property or adjacent property so as to render RPBCWD a potentially responsible party for any contamination or exacerbation of any contamination conditions under state and/or federal law except to the extent of RPBCWD's gross negligence or willful misconduct or that of its agents or contractors.
- B. RPBCWD will provide as-built construction drawings of the Project to St. Hubert within 90 days of certification of the Project as substantially complete for the intended purposes.
- C. RPBCWD has contracted for the development of the design, plans and specifications for the Project, along with all necessary construction documentation, and the Maintenance Plan. Notwithstanding the foregoing, RPBCWD makes no warranty to St. Hubert regarding the RPBCWD consulting engineer's performance in design, construction or construction management for the Project.

## **6 General Terms**

- A. **Publicity and endorsement.** RPBCWD and St. Hubert will collaboratively develop, produce and disseminate public education and outreach materials and conduct at least one, and possibly annual, public educational and informational meetings about the Project. Each party, at its sole expense, may develop, produce and, after approval of the other parties, distribute educational, outreach and publicity materials related to the Project. Any publicity

regarding the Project must identify St. Hubert and RPBCWD as sponsoring entities. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for St. Hubert or RPBCWD individually or jointly with others, or any subcontractors, with respect to the Project.

- B. **Data management.** All designs, written materials, technical data, research or any other work in progress will be shared among the parties to this agreement on request, except as prohibited by law. As soon as is practicable, the party preparing plans, specifications, contractual documents, materials for public communication or education will provide them to the other parties for recordkeeping and other necessary purposes.
- C. **Data Practices.** All data created, collected, received, maintained or disseminated for any purpose in the course of this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and any state rules adopted to implement the act, as well as federal regulations on data privacy
- D. **Entire agreement.** This agreement, as it may be amended only in writing by agreement of both parties, contains the complete and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters, including but not limited to the January 20, 2021, agreement between the parties. The recitals stated at the outset are incorporated into and made a part of the agreement.
- E. **Force majeure.** RPBCWD will not be liable for failure to complete the Project if the failure results from an act of God (including fire, flood, earthquake, storm, other natural disaster or other extreme weather conditions that make it infeasible or materially more costly to perform the specified work), embargo, labor dispute, strike, lockout, riot, pandemic, governmental shut down or emergency order, or interruption or failure of public utility service. In asserting force majeure, RPBCWD must demonstrate that it took reasonable steps to minimize delay and damage caused by foreseeable events, that it substantially fulfilled all non-excused obligations, and that it timely notified St. Hubert of the likelihood or actual occurrence of the force majeure event. Delay will be excused only for the duration of the force majeure. St. Hubert shall not be liable for any maintenance or repair obligations if the inability or failure or delay to perform the same arises from an act of God (including fire, flood, earthquake, storm, other natural disaster or other weather conditions that make it infeasible or materially more costly to perform the specified work), embargo, labor dispute, strike, lockout, riot, pandemic, governmental shut down or emergency order, or interruption or failure of public utility service.
- F. **Waivers.** The waiver by either party of any breach or failure to comply with any provision of this agreement by the other party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.
- G. **Notices.** Any notice, demand or communication under this agreement by any party to the others will be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

St. Hubert Catholic School

Robert Schlegel  
Director of School Operations  
8201 Main Street  
Chanhassen, MN, 55317  
rob.schlegel@school.sthubert.org  
952-934-6003

RPBCWD

Administrator  
18681 Lake Drive East  
Chanhassen, MN 55317  
[tjeffery@rpbcd.org](mailto:tjeffery@rpbcd.org)  
952-607-6512

H. **Term; termination.** This agreement is effective on execution by each of the parties and will terminate five years from the date of execution of this agreement or on the written agreement of all three parties.

*[SIGNATURE PAGE FOLLOWS.]*

DRAFT

IN WITNESS WHEREOF, the parties have caused the agreement to be duly executed intending to be bounded thereby.

**The Church of Saint Hubert  
- of Chanhassen**

**Riley-Purgatory-Bluff Creek  
- Watershed District**

\_\_\_\_\_

\_\_\_\_\_

By Rev. Rolf Tollefson, Pastor

By Dick Ward, President

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

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

and

\_\_\_\_\_  
By: [NAME], [TITLE]

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

Approved as to form & execution:

*Approved as to form & execution:*

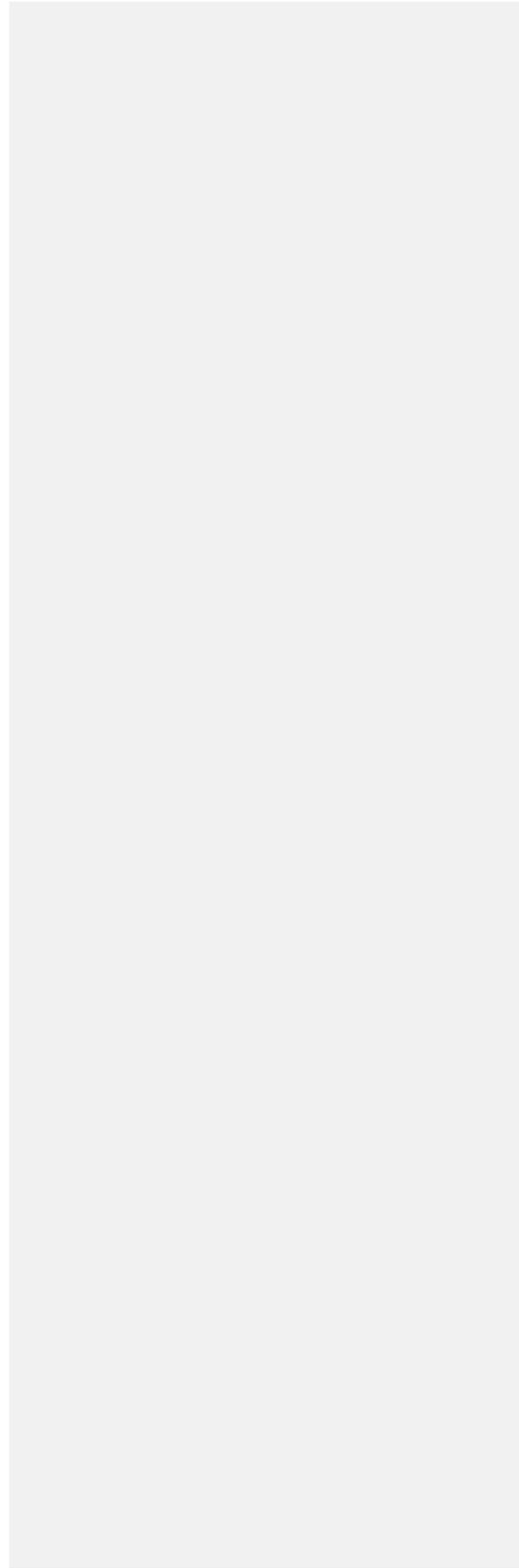
\_\_\_\_\_  
RPBCWD counsel

\_\_\_\_\_  
\_\_\_\_\_

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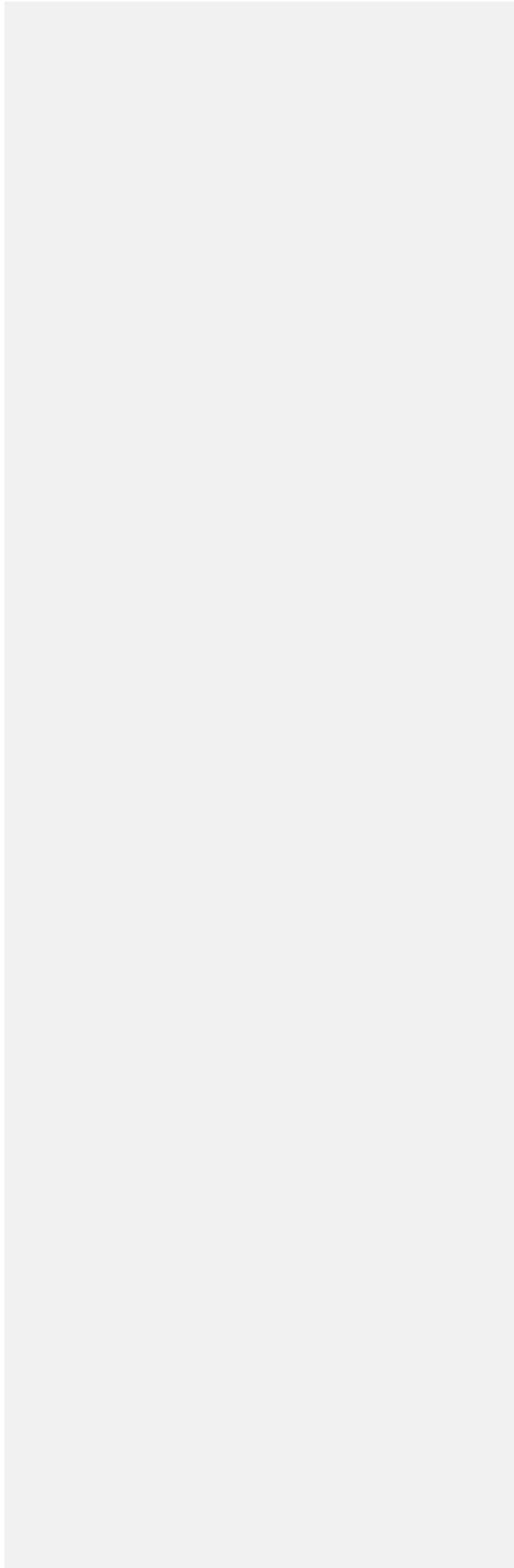
**EXHIBIT A**  
**Legal Description of the St. Hubert Property**

DRAFT



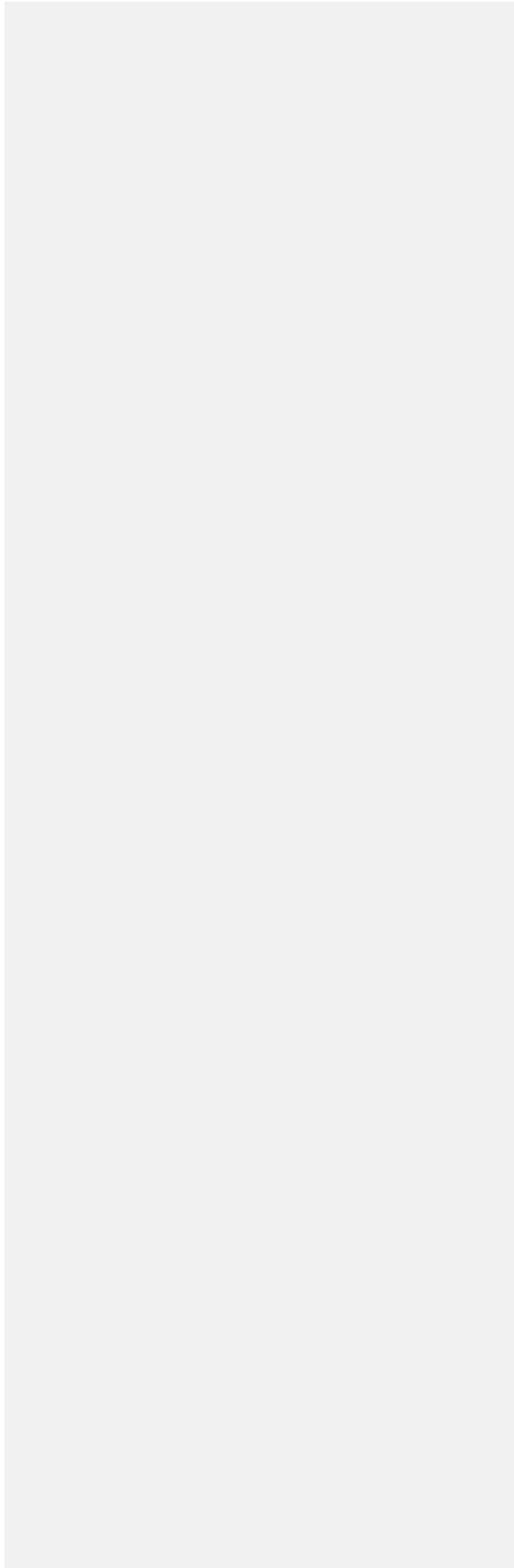
**EXHIBIT B**  
**Project Area**  
**Access, Construction and Maintenance Areas**

DRAFT



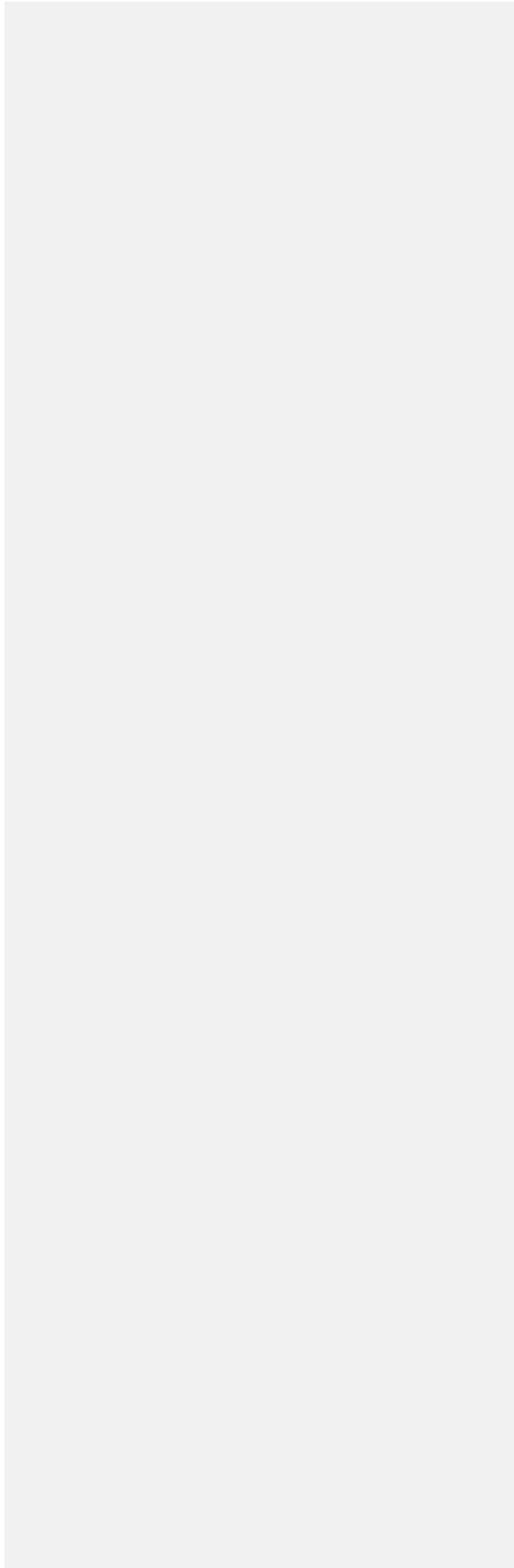
**EXHIBIT C**  
**Project Design and Plans, Bid Forms**

DRAFT



**EXHIBIT D**  
**Form of Declaration**

DRAFT



[maintain 4" top margin]

**DECLARATION**

**THIS DECLARATION** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the Church of Saint Hubert of Chanhassen, a private religious corporation constituted under Minnesota Statutes chapter 315 (Declarant), in favor of the Riley-Purgatory-Bluff Creek Watershed District, a governmental subdivision of the State of Minnesota with purposes and powers pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD).

**RECITALS**

**WHEREAS** Declarant is the owner of real property within the City of Chanhassen, Carver County, Minnesota, platted and legally described as:

[legal description]

(the St. Hubert Property) and no one other than Declarant and ~~[NAME(S) HERE]~~, has any right, title or legal interest in the St. Hubert Property; and

**Commented [A1]:** Name any party other than declarant/fee title owner holding a recorded interest in the property (e.g., mortgage, lease) and attach a completed consent and subordination from each.

**WHEREAS** Declarant has agreed to record and RPBCWD has agreed to accept interest in the Declaration, necessary to ensure the long-term success of the parties' collaborative efforts to improve the St. Hubert Property through the construction and maintenance of tree trenches and rain gardens and shallow stormwater-collecting depressions, and through the restoration of portions of the

St. Hubert Property to native vegetation (the Project) for the mutual benefit of the RPBCWD and Declarant.

**NOW, THEREFORE,** Declarant makes this declaration and hereby declares that the Declaration constitutes covenants to run with the St. Hubert Property in perpetuity, and is binding on all persons owning or acquiring any right, title or interest in the St. Hubert Property and their heirs, successors, personal representatives and assigns. All features requiring maintenance as specified below and on the scaled site plan for the St. Hubert Property attached hereto and incorporated herein as Exhibit A will be maintained in perpetuity as follows:

1. **Stormwater Facilities**

- a. **Raingardens and filtration tree trenches.** Raingardens and filtration tree trenches will be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris will be removed as needed and healthy plant growth will be maintained to ensure that the facilities continue to perform per design. If clogged drain tile is suspected, the drain tile should be jetted clean.
- b. **Pretreatment sumps.** Pretreatment sumps will be inspected in the spring, summer and fall of each year. All sediment and debris will be removed as needed and the filter will be rinsed clean such that the stormwater facilities operate as designed and permitted.

2. **Native Prairie Restoration Areas.** Native prairie restoration areas will remain free from regular mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the native prairie restoration areas.

3. **Violation.** RPBCWD may seek any remedy in law or equity against the Declarant as long as the Declarant owns the St. Hubert Property and thereafter against the Property Owner for a violation of this declaration. "Property Owner" as used in this Declaration means the owner of the St. Hubert Property or a lot or outlot of record within the St. Hubert Property to which a maintenance obligation herein applies.

4. **Recitals.** The recitals set forth above are expressly incorporated herein.



**CONSENT AND SUBORDINATION**

\_\_\_\_\_, a Minnesota corporation, the holder of a [type of security or other legal interest in the property] dated \_\_\_\_\_, 20\_\_, filed for record with the County [Recorder/Registrar] of Carver County, Minnesota on \_\_\_\_\_, \_\_\_\_ as Document No. \_\_\_\_\_, hereby consents to the recording of the attached declaration and agrees that its rights in the property affected by the Declaration will be subordinated thereto.

**IN WITNESS WHEREOF**, \_\_\_\_\_, a Minnesota corporation, has caused this consent and subordination to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_ a Minnesota corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF MINNESOTA )**

\_\_\_\_\_ ) ss.

**COUNTY OF \_\_\_\_\_ )**

\_\_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Stormwater Facilities and Native Prairie Restoration Areas**



May 7, 2021

Terry Jeffery, PE  
Interim Administrator  
Riley Purgatory Bluff Creek Watershed District  
18681 Lake Drive East  
Chanhassen, MN 55317

Subject: St. Hubert School Water Quality Project  
Award Recommendation

Dear Terry Jeffery and Members of the Board:

On March 3, 2021 the Board authorized the solicitation of bids for the St. Hubert School Water Quality Project located at 8201 Main Street in Chanhassen, MN. Advertisements were posted in local papers and the Bid Packet was posted online to QuestCDN on April 14, 2021. The Bid Opening was on May 5, 2021 at 1pm. A total of four (4) quotes were received. The project will consist of the construction of a new tree trench, rain garden, native plant restoration, two outdoor classrooms, playground surface design, parking lot reduction, and drainage and gully repair, and will include additional bid-alternate playground and site improvements if St. Hubert timely elects to include such items in the contract in accordance with the terms of the project agreement between RPBCWD and St. Hubert.

All bids have been preliminarily reviewed and are summarized below in order of lowest Base Bid cost:

<b>CONTRACTOR</b>	<b>BASE BID TOTAL</b>
1. Minger Construction Company Inc.	\$270,644.00
2. Albrecht Company	\$320,918.00
3. Urban Companies	\$324,530.50
4. Parkstone Contracting, LLC	\$360,413.25
Engineer's Estimate	\$221,494.95

We recommend that the board of managers:

- award the contract to the apparent low bidder, Minger Construction Company, Inc.;
- authorize the interim administrator to enter into a contract with Minger Construction Company, Inc., on advice of legal counsel and after receipt and confirmation of conformance of required submittals and determination by St. Hubert's on inclusion of bid-alternates items; and

3. authorize the interim administrator to approve change orders that in aggregate do not exceed 10 percent of the contract price.

Please feel free to contact us with any questions or concerns regarding this project.

Sincerely,

SRF CONSULTING GROUP, INC.



Erin Hunker, PE (MN, ND), CFM

Principal

LG/ELH/cw

Enclosure

cc: Leah Gifford, SRF Consulting Group, Inc.

St. Hubert School Water Quality Project (#7714089)  
 Owner: Riley Purgatory Bluff Creek Watershed District  
 Solicitor: SRF Consulting Group, Inc.  
 05/05/2021 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Minger Construction Co. Inc.		Albrecht Company		Urban Companies		Parkstone Contracting, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Items							\$ 221,494.95		\$270,644.00		\$320,918.00		\$324,530.50		\$360,413.25
	1	N/A	CONSTRUCTION SURVEYING	LUMP SUM	1	\$ 4,950.00	\$ 4,950.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	2	N/A	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	\$31,000.00	\$31,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00
	3	N/A	CLEARING & GRUBBING	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	4	N/A	PAVEMENT MARKING REMOVAL	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$560.00	\$560.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
	5	N/A	REMOVE FOOTING	EACH	1	\$ 500.00	\$ 500.00	\$445.00	\$445.00	\$500.00	\$500.00	\$500.00	\$500.00	\$900.00	\$900.00
	6	N/A	REMOVE CASTING	EACH	4	\$ 250.00	\$ 1,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$200.00	\$800.00
	7	N/A	REMOVE DRAINAGE STRUCTURE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
	8	N/A	REMOVE BASKETBALL HOOP	EACH	2	\$ 200.00	\$ 400.00	\$200.00	\$400.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$400.00	\$800.00
	9	N/A	SALVAGE BASKETBALL HOOP	EACH	2	\$ 100.00	\$ 200.00	\$400.00	\$800.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
	10	N/A	REMOVE SEWER PIPE (STORM)	LINEAR FEET	49	\$ 20.00	\$ 980.00	\$10.25	\$502.25	\$50.00	\$2,450.00	\$15.00	\$735.00	\$25.00	\$1,225.00
	11	N/A	REMOVE CURB & GUTTER	LINEAR FEET	535	\$ 10.00	\$ 5,350.00	\$6.75	\$3,611.25	\$5.00	\$2,675.00	\$10.00	\$5,350.00	\$5.00	\$2,675.00
	12	N/A	REMOVE CHAIN LINK FENCE (S)	LINEAR FEET	140	\$ 8.00	\$ 1,120.00	\$6.50	\$910.00	\$5.00	\$700.00	\$18.00	\$2,520.00	\$10.00	\$1,400.00
	13	N/A	SALVAGE AND INSTALL FENCE (P)	LINEAR FEET	32	\$ 71.00	\$ 2,272.00	\$30.00	\$960.00	\$75.00	\$2,400.00	\$120.00	\$3,840.00	\$45.00	\$1,440.00
	14	N/A	REMOVE CONCRETE WALK (P) (S)	SQUARE YARDS	115	\$ 5.00	\$ 575.00	\$14.50	\$1,667.50	\$15.00	\$1,725.00	\$18.00	\$2,070.00	\$12.00	\$1,380.00
	15	N/A	REMOVE BITUMINOUS PAVEMENT (P)	SQUARE YARDS	523	\$ 8.00	\$ 4,184.00	\$10.00	\$5,230.00	\$15.00	\$7,845.00	\$12.00	\$6,276.00	\$9.00	\$4,707.00
	16	N/A	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	1	\$ 500.00	\$ 500.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
	17	N/A	PLAYGROUND SURFACE PREPARATION (S)	Cu Yd	45	\$ 45.00	\$ 2,025.00	\$53.00	\$2,385.00	\$50.00	\$2,250.00	\$75.00	\$3,375.00	\$75.00	\$3,375.00
	18	N/A	EXCAVATION - COMMON (P)	CUBIC YARDS	500	\$ 12.00	\$ 6,000.00	\$18.00	\$9,000.00	\$50.00	\$25,000.00	\$45.00	\$22,500.00	\$30.00	\$15,000.00
	19	N/A	COMMON EMBANKMENT (CV) (P)	CUBIC YARDS	210	\$ 6.00	\$ 1,260.00	\$34.00	\$7,140.00	\$40.00	\$8,400.00	\$10.00	\$2,100.00	\$35.00	\$7,350.00
	20	N/A	AGGREGATE BASE CLASS 5 (CV) (P)	CUBIC YARDS	36	\$ 40.00	\$ 1,440.00	\$106.00	\$3,816.00	\$50.00	\$1,800.00	\$60.00	\$2,160.00	\$55.00	\$1,980.00
	21	N/A	BITUMINOUS PATCHING MIXTURE (P)	LUMP SUM	1	\$ 150.00	\$ 150.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00
	22	N/A	6" PRECAST CONCRETE HEADWALL	EACH	2	\$ 550.00	\$ 1,100.00	\$310.00	\$620.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00
	23	N/A	4" PVC PIPE DRAIN	LINEAR FEET	80	\$ 15.00	\$ 1,200.00	\$9.00	\$720.00	\$15.00	\$1,200.00	\$25.00	\$2,000.00	\$13.00	\$1,040.00
	24	N/A	6" PVC PIPE DRAIN	LINEAR FEET	25	\$ 30.00	\$ 750.00	\$13.00	\$325.00	\$20.00	\$500.00	\$30.00	\$750.00	\$20.00	\$500.00
	25	N/A	8" PVC PIPE DRAIN (S)	LINEAR FEET	50	\$ 40.00	\$ 2,000.00	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00	\$25.00	\$1,250.00
	26	N/A	12" PVC PIPE DRAIN	LINEAR FEET	6	\$ 40.00	\$ 240.00	\$61.00	\$366.00	\$35.00	\$210.00	\$100.00	\$600.00	\$100.00	\$600.00
	27	N/A	6" PERF TP PIPE DRAIN	LINEAR FEET	240	\$ 15.00	\$ 3,600.00	\$11.50	\$2,760.00	\$25.00	\$6,000.00	\$22.00	\$5,280.00	\$15.00	\$3,600.00
	28	N/A	6" PERF PVC PIPE DRAIN	LINEAR FEET	329	\$ 40.00	\$ 13,160.00	\$23.00	\$7,567.00	\$25.00	\$8,225.00	\$22.00	\$7,238.00	\$17.00	\$5,593.00
	29	N/A	PIPE DRAIN CLEANOUT	EACH	8	\$ 400.00	\$ 3,200.00	\$510.00	\$4,080.00	\$250.00	\$2,000.00	\$650.00	\$5,200.00	\$500.00	\$4,000.00
	30	N/A	CONNECT TO EXISTING STORM SEWER	EACH	5	\$ 250.00	\$ 1,250.00	\$475.00	\$2,375.00	\$750.00	\$3,750.00	\$750.00	\$3,750.00	\$750.00	\$3,750.00
	31	N/A	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$430.00	\$430.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00
	32	N/A	IRRIGATION SYSTEM RELOCATION	LS	1	\$ 1,000.00	\$ 1,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00
	33	N/A	CONST DRAINAGE STRUCTURE NYLOPLAST INLINE DRAIN (S)	EACH	1	\$ 800.00	\$ 800.00	\$775.00	\$775.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,650.00	\$1,650.00
	34	N/A	CONST DRAINAGE STRUCTURE NYLOPLAST DRAIN BASIN	EACH	2	\$ 1,500.00	\$ 3,000.00	\$3,300.00	\$6,600.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$4,250.00	\$8,500.00
	35	N/A	CONST DRAINAGE PRETREATMENT STRUCTURE	EACH	4	\$ 2,000.00	\$ 8,000.00	\$2,200.00	\$8,800.00	\$3,500.00	\$14,000.00	\$2,200.00	\$8,800.00	\$2,150.00	\$8,600.00
	36	N/A	DROP IN GRATE	EACH	2	\$ 50.00	\$ 100.00	\$215.00	\$430.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$300.00	\$600.00
	37	N/A	CASTING ASSEMBLY	EACH	1	\$ 250.00	\$ 250.00	\$650.00	\$650.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00
	38	N/A	GEOTEXTILE FILTER TYPE 1 (P)	SQUARE YARDS	162	\$ 5.00	\$ 810.00	\$7.50	\$1,215.00	\$5.00	\$810.00	\$7.00	\$1,134.00	\$7.00	\$1,134.00
	39	N/A	RANDOM RIPRAP CLASS II	CUBIC YARDS	3	\$ 100.00	\$ 300.00	\$150.00	\$450.00	\$250.00	\$750.00	\$125.00	\$375.00	\$210.00	\$630.00
	40	N/A	4" CONCRETE WALK (P) (S)	SQUARE FEET	820	\$ 5.00	\$ 4,100.00	\$7.75	\$6,355.00	\$15.00	\$12,300.00	\$20.00	\$16,400.00	\$7.00	\$5,740.00
	41	N/A	CONCRETE CURB & GUTTER DESIGN B612 (P)	LINEAR FEET	300	\$ 35.00	\$ 10,500.00	\$28.75	\$8,625.00	\$72.00	\$21,600.00	\$55.00	\$16,500.00	\$30.00	\$9,000.00
	42	N/A	CONCRETE CURB & GUTTER DESIGN S512 (P)	LINEAR FEET	104	\$ 35.00	\$ 3,640.00	\$32.50	\$3,380.00	\$72.00	\$7,488.00	\$60.00	\$6,240.00	\$35.00	\$3,640.00
	43	N/A	INSTALL BASKETBALL HOOP	EACH	1	\$ 500.00	\$ 500.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00
	44	N/A	SEEDING PROTECTION FENCE (P)	LINEAR FEET	1715	\$ 4.00	\$ 6,860.00	\$5.50	\$9,432.50	\$5.00	\$8,575.00	\$2.50	\$4,287.50	\$5.60	\$9,604.00
	45	N/A	SITE SAFETY	LUMP SUM	1	\$ 13,000.00	\$ 13,000.00	\$10,399.50	\$10,399.50	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$21,795.00	\$21,795.00
	46	N/A	DECIDUOUS TREE 2" CAL B&B	EACH	7	\$ 650.00	\$ 4,550.00	\$720.00	\$5,040.00	\$650.00	\$4,550.00	\$600.00	\$4,200.00	\$925.00	\$6,475.00
	47	N/A	DECIDUOUS SHRUB NO 2 CONT	EACH	9	\$ 50.00	\$ 450.00	\$87.00	\$783.00	\$60.00	\$540.00	\$60.00	\$540.00	\$103.00	\$927.00
	48	N/A	TREE PROTECTION	EACH	6	\$ 150.00	\$ 900.00	\$110.00	\$660.00	\$100.00	\$600.00	\$7.00	\$42.00	\$100.00	\$600.00
	49	N/A	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00	\$4,250.00	\$4,250.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
	50	N/A	EROSION AND SEDIMENT CONTROL	LUMP SUM	1	\$ 7,000.00	\$ 7,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00
	51	N/A	FILTER TOPSOIL BORROW (P)	CUBIC YARDS	467	\$ 75.00	\$ 35,025.00	\$48.00	\$22,416.00	\$40.00	\$18,680.00	\$50.00	\$23,350.00	\$60.00	\$28,020.00
	52	N/A	EROSION CONTROL BLANKETS CATEGORY 25 (P)	SQUARE YARDS	40	\$ 4.00	\$ 160.00	\$3.50	\$140.00	\$5.00	\$200.00	\$3.00	\$120.00	\$5.00	\$200.00
	53	N/A	WASHED #8 STONE (CV) (P)	CUBIC YARDS	9	\$ 45.00	\$ 405.00	\$115.00	\$1,035.00	\$150.00	\$1,350.00	\$100.00	\$900.00	\$275.00	\$2,475.00
	54	N/A	WASHED #57 STONE (CV) (P)	CUBIC YARDS	24	\$ 45.00	\$ 1,080.00	\$94.00	\$2,256.00	\$150.00	\$3,600.00	\$100.00	\$2,400.00	\$275.00	\$6,600.00
	55	N/A	NATIVE SEEDING (P)	ACRES	0.81	\$ 3,500.00	\$ 2,835.00	\$7,650.00	\$6,196.50	\$2,500.00	\$2,025.00	\$10,000.00	\$8,100.00	\$5,500.00	\$4,455.00
	56	N/A	TURF GRASS SEEDING (P)	ACRES	0.17	\$ 500.00	\$ 85.00	\$3,300.00	\$561.00	\$2,500.00	\$425.00	\$15,000.00	\$2,550.00	\$11,000.00	\$1,870.00
	57	N/A	SEED MIX 1 - SHORT PRAIRIE (P)	ACRES	0.68	\$ 1,010.00	\$ 686.80	\$1,650.00	\$1,122.00	\$2,875.00	\$1,955.00	\$10,000.00	\$6,800.00	\$800.00	\$544.00
	58	N/A	SEED MIX 2 - INFILTRATION SEED MIX (P)	ACRES	0.12	\$ 1,005.00	\$ 120.60	\$1,650.00	\$198.00	\$5,000.00	\$600.00	\$10,000.00	\$1,200.00	\$400.00	\$48.00
	59	N/A	SEED MIX 3 - WOODLAND SEED MIX (P)	ACRES	0.01	\$ 1,005.00	\$ 10.05	\$38,000.00	\$380.00	\$15,000.00	\$150.00	\$10,000.00	\$100.00	\$1,600.00	\$16.00
	60	N/A	SEED MIX 4 - TURF GRASS SEED MIX (P)	ACRES	0.17	\$ 150.00	\$ 25.50	\$1,400.00	\$238.00	\$500.00	\$85.00	\$10,000.00	\$1,700.00	\$950.00	\$161.50

61	N/A	MAINTAIN NATIVE VEGETATION IN YEAR 1	ACRES	0.81	\$	1,500.00	\$	1,215.00	\$4,300.00	\$3,483.00	\$3,500.00	\$2,835.00	\$5,000.00	\$4,050.00	\$2,875.00	\$2,328.75
62	N/A	MAINTAIN NATIVE VEGETATION IN YEAR 2	ACRES	0.81	\$	1,500.00	\$	1,215.00	\$3,600.00	\$2,916.00	\$3,500.00	\$2,835.00	\$7,500.00	\$6,075.00	\$2,875.00	\$2,328.75
63	N/A	MAINTAIN NATIVE VEGETATION IN YEAR 3	ACRES	0.81	\$	1,500.00	\$	1,215.00	\$3,300.00	\$2,673.00	\$3,000.00	\$2,430.00	\$5,000.00	\$4,050.00	\$2,875.00	\$2,328.75
64	N/A	PERENNIAL 4" CONT. IN BMPs	EACH	227	\$	8.00	\$	1,816.00	\$10.50	\$2,383.50	\$15.00	\$3,405.00	\$9.00	\$2,043.00	\$10.50	\$2,383.50
65	N/A	PERENNIAL NO. 1 CONT IN BMPs	EACH	530	\$	20.00	\$	10,600.00	\$18.00	\$9,540.00	\$25.00	\$13,250.00	\$25.00	\$13,250.00	\$25.00	\$13,250.00
66	N/A	PAVEMENT MARKING	LUMP SUM	1	\$	2,000.00	\$	2,000.00	\$2,300.00	\$2,300.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
67	N/A	FLAGSTONE PAVEMENT (P)	SQUARE FEET	232	\$	20.00	\$	4,640.00	\$47.00	\$10,904.00	\$45.00	\$10,440.00	\$35.00	\$8,120.00	\$45.00	\$10,440.00
68	N/A	ROCK EDGER	LINEAR FEET	153	\$	15.00	\$	2,295.00	\$29.00	\$4,437.00	\$20.00	\$3,060.00	\$20.00	\$3,060.00	\$18.00	\$2,754.00
69	N/A	BOULDER RETAINING WALL	LINEAR FEET	40	\$	60.00	\$	2,400.00	\$200.00	\$8,000.00	\$100.00	\$4,000.00	\$80.00	\$3,200.00	\$125.00	\$5,000.00
Bid Alternate Items- Mandatory							\$	53,515.00		\$111,356.00		\$95,710.00		\$78,325.00		\$94,750.00
70	N/A	DECIDUOUS TREE 2" CAL B&B (S)	EACH	24	\$	650.00	\$	15,600.00	\$580.00	\$13,920.00	\$840.00	\$20,160.00	\$600.00	\$14,400.00	\$900.00	\$21,600.00
71	N/A	ORNAMENTAL TREE 6' HT. B&B (S)	EACH	5	\$	450.00	\$	2,250.00	\$670.00	\$3,350.00	\$650.00	\$3,250.00	\$500.00	\$2,500.00	\$900.00	\$4,500.00
72	N/A	LIMESTONE SEATING BLOCK (S)	EACH	40	\$	400.00	\$	16,000.00	\$1,850.00	\$74,000.00	\$1,200.00	\$48,000.00	\$900.00	\$36,000.00	\$1,150.00	\$46,000.00
73	N/A	4" CONCRETE WALK (EXTENSION FROM NATURE AREA) (S)	SQUARE FEET	325	\$	5.00	\$	1,625.00	\$8.00	\$2,600.00	\$15.00	\$4,875.00	\$20.00	\$6,500.00	\$13.00	\$4,225.00
74	N/A	CONCRETE STAIRS AND HANDRAIL (S)	LUMP SUM	1	\$	12,500.00	\$	12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00
75	N/A	PERENNIAL NO. 1 CONT IN PRAIRIE RESTORATION (S)	EACH	277	\$	20.00	\$	5,540.00	\$18.00	\$4,986.00	\$25.00	\$6,925.00	\$25.00	\$6,925.00	\$25.00	\$6,925.00
Base Bid Total:							\$	221,494.95		\$270,644.00		\$320,918.00		\$324,530.50		\$360,413.25