



**Remit To:**  
 CITY OF SHAKOPEE  
 485 GORMAN ST  
 SHAKOPEE MN 55379

**Billing Address:** 132718  
 LOWER MN RIVER WATERSHED DIST  
 % LINDA LOOMIS  
 112 EAST 5TH ST SUITE 102  
 CHASKA MN 55318

# INVOICE

10296

**Invoice Date** 12/7/2021

**Due Date** 1/6/2022

Page: 1

Item	Remark	Amount
001	COST SHARE REIMBURSEMENT REQUEST FOR PRIOR LAKE OUTLET CHANNEL REALIGNMENT/WETLAND RESTORATION PROJECT	100,000.00
	ANY QUESTIONS PLEASE CONTACT KIRBY TEMPLIN AT 952-233-9372	
	<b>Total Amount Invoiced</b>	<u>100,000.00</u>
	<b>Balance Due</b>	<u><u>100,000.00</u></u>

A Finance Charge of 1.50% interest will be assessed on all past due balances.  
 Finance charge compounded monthly





November 23, 2021

Linda Loomis  
Lower Minnesota River Watershed District  
112 East Fifth Street, Suite #102  
Chaska, MN 55318

Re: Cost Share Reimbursement Request for Prior Lake Outlet Channel Realignment/Wetland Restoration Project

Dear Linda:

I am pleased to inform you the Prior Lake Outlet Channel Realignment/Wetland Restoration Project is complete. I am requesting on behalf of the City of Shakopee for reimbursement of \$100,000 from the Lower Minnesota River Watershed District as outlined in Table 4-1 of the Lower Minnesota River Watershed District Comprehensive Watershed Management Plan.

The following documents are attached for this request.

- Table 4-1 from Lower Minnesota River Watershed District's Comprehensive Watershed Management Plan
- Pay Voucher 7 for Construction of the Ridge Creek Park & PLOC Improvements Project

Please do not hesitate to contact me with any questions or concerns.

Thank you and the Lower Minnesota River Watershed District for your contribution to this project.

Kind regards,

Kirby Templin,

Environmental – Water Resources Engineer  
City of Shakopee  
(952)233-9372  
ktemplin@shakopeenm.gov

Table from Lower Minnesota River Watershed District's Comprehensive Watershed Management Plan

Table 4-1: Lower Minnesota River Watershed District - Implementation Program Budget for 2018 -2027

ACTION	Year									
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>Administrative/Managerial</b>										
General Administrative Services, Conferences, Coordination with LGUs, Stakeholders and other Project Partners, LGU Program Reviews, 9-Foot Channel, and Advisory Committees (Technical and Citizen)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
<b>Studies and Programs</b>										
Cost Share Incentive and Water Quality Restoration Program	\$20,000	\$20,000	\$20,000	\$50,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Education and Outreach Program	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$40,000
Fen Stewardship Program	\$75,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Geomorphic Assessments (Trout Streams)	\$50,000		\$50,000				\$50,000	\$50,000		
Monitoring Program	\$65,000	\$65,000	\$65,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$100,000	\$100,000
Paleo-limnology Study (Floodplain Lakes)	\$50,000						\$50,000			
Sustainable Lake Management Plans (Trout Lakes)	\$50,000		\$50,000		\$50,000		\$50,000	\$50,000		\$50,000
Vegetation Management Plan		\$50,000							\$65,000	
Water Resources Restoration Fund			\$100,000	\$100,000	\$120,000	\$125,000	\$100,000	\$100,000	\$160,000	\$150,000
<b>Capital Improvements</b>										
Assumption Creek Hydrology Restoration Project		\$30,000								
Carver Creek Restoration Project		\$80,000	\$15,000							
Minnesota River Corridor Management Project			\$25,000	\$75,000						
Groundwater Screening Tool Model	\$50,000	\$50,000	\$50,000							
District Boundary Modification Project	\$10,000									
Downtown Shakopee Targeted BMP Feasibility Study					\$50,000					
Dredge Site Restoration Project	\$240,000	\$240,000								
Eagle Creek (East Branch) Project	\$10,000	\$10,000								
East Creek Bank Stabilization Project		\$50,000								
East Creek Water Quality Treatment Project		\$50,000	\$25,000							
Minnesota River Assessment of Ecological and Economic Impacts of Sedimentation							\$25,000	\$30,000	\$45,000	\$50,000
Minnesota River Assessment of Water Storage Benefits and Opportunities.							\$30,000	\$25,000	\$45,000	\$50,000
Minnesota River Floodplain Model Feasibility Study		\$30,000								
Minnesota River Sediment Reduction Strategy	\$15,000	\$25,000								
Minnesota River Study Area 3 – Bluff Stabilization Project					\$100,000	\$250,000				
Realignment of the Prior Lake Spring Lake Outlet Channel				\$70,000	\$30,000					
Riley Creek Project – Downstream of Flying Cloud Drive	\$50,000	\$75,000								
Schroeder's Acres Park/Savage Fen Stormwater Management Project		\$39,555	\$181,055							
Seminary Fen Restoration Site A				\$75,000						
Seminary Fen Restoration Site B							\$50,000	\$25,000		
Seminary Fen Ravines Site C-2 and C-3 Studies							\$20,000	\$40,000		
Seminary Fen Ravines Site C-2 and C-3 Design and Construction								\$55,000	\$50,000	\$65,000
Spring Creek Project		\$45,000								
West Chaska Creek Project		\$50,000								




**ESTIMATE VOUCHER**

Estimate No: 7 Partial Estimate  
 Project Name: Ridge Creek Park & PLOC Improvements  
 Contract No: PR-19-001  
 Period Ending: August 31, 2021  
 Contractor: Frattalone Companies  
 Address: 3205 Spruce Street, St Paul, MN 55117

1	Original Contract Amount		\$	<u>3,166,321.22</u>
2	Change Order(s)	No. _____ Thru No. _____	\$	<u>-</u>
3	Total Funds Encumbered		\$	<u>3,166,321.22</u>
4	Value of Work Completed		\$	<u>2,626,338.89</u>
	Value of Work Remaining	\$	<u>539,982.33</u>	
	Percent Complete		<u>83%</u>	
5	Retainage (5%)		\$	<u>131,316.95</u>
6	Previous Payment		\$	<u>1,959,088.85</u>
7	Deductions or Charges		\$	<u>-</u>
8	Total Retainage, Payments & Deductions (Line 5+6+7)		\$	<u>2,090,405.80</u>
	Payment Due (Line 4-8)		\$	<u>535,933.09</u>

**CERTIFICATE OF PAYMENT**

(I, We) hereby agree that the quantity and value of work shown herein is a fair estimate of the work completed to date.

<u>Frattalone Companies</u>	<u>Scott Burke</u>
CONTRACTOR NAME	PRINT NAME
<u>Project Manager</u>	
TITLE	SIGNATURE

CITY OF SHAKOPEE APPROVAL	
<u>ltp/ak</u>	11-9-21
SIGNATURE (PROJECT ENGINEER)	DATE
<u>Stacy L. Lilling</u> 11/9/2021	
SIGNATURE (CITY ENGINEER)	

City of Shakopee, MN  
 RIDGE CREEK PARK & PLOC IMPROVEMENTS  
 PROJECT: PR-19-001

Period Ending 8/31/2021

ESTIMATE NO: 7				FRATTALONE COMPANIES, INC			COMPLETED THIS PERIOD		COMPLETED TO DATE	
ITEM #	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL	QUANTITY	EXTENDED TOTAL	QUANTITY	EXTENDED TOTAL	
1	MOBILIZATION	LS	1	\$172,040.00	\$172,040.00	0.2	\$34,408.00	0.9	\$154,836.00	
2	CLEARING	LS	1	\$5,190.00	\$5,190.00		\$0.00	1	\$5,190.00	
3	CLEARING	TREE	15	\$207.50	\$3,112.50		\$0.00	93	\$19,297.50	
4	GRUBBING	TREE	15	\$207.50	\$3,112.50		\$0.00	79	\$16,392.50	
5	REMOVE BARBED WIRE FENCE	LF	374	\$3.40	\$1,271.60	374	\$1,271.60	374	\$1,271.60	
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	28	\$11.60	\$324.80	28	\$324.80	28	\$324.80	
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	30	\$9.25	\$277.50	30	\$277.50	30	\$277.50	
8	REMOVE SEWER PIPE STORM	LF	43	\$33.25	\$1,515.75	120	\$4,230.00	183	\$6,450.75	
9	REMOVE BITUMINOUS PAVEMENT	SY	350	\$3.25	\$1,137.50		\$0.00	0	\$0.00	
10	REMOVE CONCRETE WALK	SF	1393	\$0.69	\$961.17	1430	\$986.70	1430	\$986.70	
11	REMOVE WOODEN WEIR	LS	1	\$2,310.00	\$2,310.00	1	\$2,310.00	1	\$2,310.00	
12	GEOTEXTILE FABRIC TYPE 6	SY	4465	\$2.50	\$11,162.50	2017	\$5,042.50	2017	\$5,042.50	
13	COMMON EXCAVATION (OFFSITE) (P)	CY	22900	\$12.10	\$277,090.00		\$0.00	22900	\$277,090.00	
14	SUBGRADE EXCAVATION	CY	3285	\$13.90	\$45,761.50	2500	\$34,750.00	2500	\$34,750.00	
15	SELECT GRANULAR BORROW (CV)	CY	2738	\$22.25	\$60,920.50	2000	\$44,500.00	2000	\$44,500.00	
16	DEWATERING	LS	1	\$64,380.00	\$64,380.00	0.25	\$16,095.00	1	\$64,380.00	
17	COMMON EMBANKMENT (CV)	CY	1575	\$8.10	\$12,757.50		\$0.00	0	\$0.00	
18	SUBGRADE PREPARATION	RDST	34	\$576.00	\$19,584.00	32	\$18,432.00	32	\$18,432.00	
19	AGGREGATE BASE (CLASS V)	TON	953	\$25.00	\$23,825.00	1238	\$30,950.00	1238	\$30,950.00	
20	BITUMINOUS PATCHING MIXTURE	CY	1	\$980.50	\$980.50		\$0.00	0	\$0.00	
21	TYPE SP 9.5 WEAR CRS MIX (2-1.5" LIFTS)	SY	3716	\$15.20	\$56,483.20		\$0.00	0	\$0.00	
22	CORN CRIB OVERLOOK	EACH	1	\$75,240.00	\$75,240.00		\$0.00	0	\$0.00	
23	WOOD BOARDWALK	SF	20733	\$31.00	\$643,136.00		\$0.00	18001	\$556,032.00	
24	CONCRETE HEADER (OVERLOOK TRANSITION)	EACH	2	\$5,280.00	\$10,560.00		\$0.00	0	\$0.00	
25	CONCRETE HEADER (8"W)	EACH	7	\$2,900.00	\$20,300.00		\$0.00	6	\$17,400.00	
26	12 X 7 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	4	\$14,650.00	\$58,600.00	4	\$58,600.00	4	\$58,600.00	
27	12 X 6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	6	\$13,150.00	\$78,900.00		\$0.00	6	\$78,900.00	
28	12 X 3 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	4	\$8,220.00	\$32,880.00	2	\$16,440.00	4	\$32,880.00	
29	12 X 7 PRECAST CONCRETE BOX CULVERT	LF	144	\$906.50	\$130,536.00	144	\$130,536.00	144	\$130,536.00	
30	12 X 6 PRECAST CONCRETE BOX CULVERT	LF	96	\$916.00	\$87,936.00		\$0.00	96	\$87,936.00	
31	12 X 3 PRECAST CONCRETE BOX CULVERT	LF	48	\$782.00	\$37,536.00	24	\$18,768.00	48	\$37,536.00	
32	HELICAL PILES, 20 FT LONG	EACH	625	\$743.50	\$464,687.50		\$0.00	589	\$437,921.50	
33	STRUCTURAL CONCRETE	CY	5.6	\$10,370.00	\$58,072.00		\$0.00	0	\$0.00	
34	36" RC PIPE APRON	EACH	1	\$1,990.00	\$1,990.00	1	\$1,990.00	1	\$1,990.00	
35	24" RC PIPE APRON	EACH	1	\$1,240.00	\$1,240.00	1	\$1,240.00	1	\$1,240.00	
36	15" RC PIPE APRON	EACH	1	\$1,150.00	\$1,150.00	1	\$1,150.00	1	\$1,150.00	
37	36" RC PIPE SEWER DES 3006 CL III	LF	8	\$302.50	\$2,420.00	8	\$2,420.00	8	\$2,420.00	
38	24" RC PIPE SEWER DES 3006 CL III	LF	458	\$76.25	\$34,922.50	458	\$34,922.50	458	\$34,922.50	
39	15" RC PIPE SEWER DES 3006 CL III	LF	15	\$144.00	\$2,160.00	15	\$2,160.00	15	\$2,160.00	
40	RECONSTRUCT DRAINAGE STRUCTURE	LS	1	\$1,710.00	\$1,710.00	1	\$1,710.00	1	\$1,710.00	
41	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1	\$6,540.00	\$6,540.00	1	\$6,540.00	1	\$6,540.00	
42	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	1	\$5,030.00	\$5,030.00	1	\$5,030.00	1	\$5,030.00	
43	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	4	\$1,760.00	\$7,040.00	4	\$7,040.00	4	\$7,040.00	
44	BOULDER VANE	LF	390	\$133.50	\$52,065.00		\$0.00	390	\$52,065.00	
45	RANDOM RIPRAP, CLASS II (FIELDSTONE)	TON	160	\$78.75	\$12,600.00		\$0.00	0	\$0.00	
46	RANDOM RIPRAP, CLASS III (FIELDSTONE)	TON	2175	\$72.50	\$157,687.50	321	\$23,272.50	3196	\$231,710.00	
47	4" CONCRETE WALK	SF	1500	\$10.50	\$15,750.00	1970	\$20,685.00	1970	\$20,685.00	
48	CONCRETE CURB & GUTTER DES SURMOUNTABLE	LF	18	\$181.50	\$3,267.00	20	\$3,630.00	20	\$3,630.00	
49	TRUNCATED DOMES	SF	8	\$316.50	\$2,532.00	24	\$7,596.00	24	\$7,596.00	
50	OVERLOOK STRUCTURE LIGHTING & ELECTRICAL	LS	1	\$12,440.00	\$12,440.00		\$0.00	0	\$0.00	
51	CUSTOM SKIGARD FENCING (TYPE A)	LF	108	\$254.00	\$27,432.00		\$0.00	0	\$0.00	
52	CUSTOM SKIGARD FENCING (TYPE B)	LF	271	\$264.00	\$71,544.00		\$0.00	0	\$0.00	
53	TRAFFIC CONTROL	LS	1	\$5,190.00	\$5,190.00	0.3	\$1,557.00	0.88	\$4,567.20	
54	DECIDUOUS TREE (ACER SACCHARUM, 3" CAL., B&B)	TREE	8	\$710.50	\$5,684.00		\$0.00	0	\$0.00	
55	DECIDUOUS TREE (BETULA NIGRA, 12" HT., B&B)	TREE	11	\$643.00	\$7,073.00		\$0.00	0	\$0.00	
56	DECIDUOUS TREE (QUERCUS BICOLOR, 3" CAL., B&B)	TREE	11	\$721.00	\$7,931.00		\$0.00	0	\$0.00	
57	DECIDUOUS TREE (QUERCUS MACROCARPA, 3" CAL., B&B)	TREE	8	\$710.50	\$5,684.00		\$0.00	0	\$0.00	
58	DECIDUOUS TREE (TILIA AMERICANA, 3" CAL., B&B)	TREE	7	\$731.50	\$5,120.50		\$0.00	0	\$0.00	
59	DECIDUOUS TREE (POPULUS TREMULOIDES, 12" HT., B&B)	TREE	6	\$648.50	\$3,891.00		\$0.00	0	\$0.00	
60	DECIDUOUS TREE (SALIX DISCOLOR, 6" HT., B&B)	TREE	36	\$378.50	\$13,626.00		\$0.00	0	\$0.00	
61	DECIDUOUS SHRUB (CORYLUS AMERICANA, 7 GAL., CG)	SHRUB	2	\$150.50	\$301.00		\$0.00	0	\$0.00	
62	DECIDUOUS SHRUB (DIERYLLA LONICERA, 7 GAL., CG)	SHRUB	20	\$150.50	\$3,010.00		\$0.00	0	\$0.00	
63	DECIDUOUS SHRUB (RIBES AMERICANUM, 7 GAL., CG)	SHRUB	19	\$150.50	\$2,859.50		\$0.00	0	\$0.00	
64	DECIDUOUS SHRUB (VIBURNUM LENTAGO, 7 GAL., CG)	SHRUB	9	\$150.50	\$1,354.50		\$0.00	0	\$0.00	
65	DORMANT LIVE STAKE ZONE (50 RED OSIER DOGWOOD, 33 SANDBAR WILLOW, 1" COMMON ELDER BERRY)	EACH	7	\$981.50	\$6,870.50		\$0.00	2	\$1,963.00	
66	STABILIZED CONSTRUCTION EXIT	LS	1	\$24,550.00	\$24,550.00	0.5	\$12,275.00	1	\$24,550.00	
67	STORM DRAIN INLET PROTECTION	EACH	21	\$453.00	\$9,513.00		\$0.00	12	\$5,436.00	
68	SILT FENCE, TYPE MS	LF	1196	\$1.70	\$2,033.20		\$0.00	1242	\$2,111.40	
69	SEDIMENT CONTROL LOG, TYPE B, D, OR F	LF	12150	\$2.60	\$31,590.00		\$0.00	10108	\$26,280.80	
70	FILTER BERM, TYPE ROCK SPECIAL	EACH	1	\$868.00	\$868.00		\$0.00	0	\$0.00	
71	SOIL BED PREPARATION	AC	14.2	\$1,380.00	\$19,596.00		\$0.00	0	\$0.00	





**RESOLUTION R2020-135**

**A Resolution awarding a Contract in the amount of \$3,166,321.22 to Frattalone Companies for the Ridge Creek Park and PLOC Improvements, Project PR-19-001**

**WHEREAS**, pursuant to an advertisement for bids for the Ridge Creek Park and PLOC Improvements Project, PR-19-001, bids were received, opened on October 30, 2020 and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Alternate</u>
FRATTALONE COMPANIES	\$3,166,321.22	-\$165,784.00
PETERSON COMPANIES	\$3,235,806.22	\$694,220.50
VEIT & COMPANY, INC.	\$3,564,110.81	\$103,615.00
S.M. HENTGES & SONS, INC.	\$3,630,406.15	-\$41,446.00
LINNCO, INC.	\$3,692,645.60	\$414,460.00
JTS CONSTRUCTION	\$3,922,939.00	\$549,159.50
MAX STEININGER, INC.	\$3,934,316.94	-\$55,952.10
STANDARD CONTRACTING, INC.	\$3,949,584.86	-\$49,735.20
SUNRAM CONSTRUCTION, INC.	\$3,974,040.00	-\$176,145.50
ROSTI CONSTRUCTION	\$4,170,513.40	\$20,723.00
RAMSEY COMPANIES	\$5,623,303.10	-\$362,652.50
BLACKSTONE CONSTRUCTION	\$5,982,313.35	-\$49,735.20

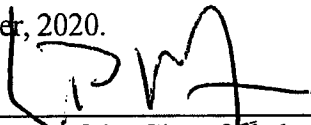
**WHEREAS**, Frattalone Companies, 3205 Spruce Street, St Paul, MN 55117, is the lowest responsive bidder for the Ridge Creek Park and PLOC Improvements Project;


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, THAT:**

1. The appropriate City officials are hereby authorized and directed to enter into a contract with Frattalone Companies in the name of the City of Shakopee for the Ridge Creek Park and PLOC Improvements Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted in regular session of the City Council of the City of Shakopee,

Minnesota, held this 17<sup>th</sup> day of November, 2020.

  
\_\_\_\_\_  
Mayor of the City of Shakopee

**ATTEST:**   
\_\_\_\_\_  
City Clerk



**Remit To:**  
 CITY OF SHAKOPEE  
 485 GORMAN ST  
 SHAKOPEE MN 55379

**Billing Address:** 132718  
 LOWER MN RIVER WATERSHED DIST  
 % LINDA LOOMIS  
 112 EAST 5TH ST SUITE 102  
 CHASKA MN 55318

# INVOICE

10297

**Invoice Date** 12/7/2021

**Due Date** 1/6/2022

Page: 1

Item	Remark	Amount
001	GRANT REIMBURSEMENT REQUEST FOR PRIOR LAKE OUTLET CHANNEL REALIGNMENT/WETLAND RESTORATION PROJECT	71,570.00
	ANY QUESTIONS PLEASE CONTACT KIRBY TEMPLIN AT 952-233-9372	
	<b>Total Amount Invoiced</b>	<u>71,570.00</u>
	<b>Balance Due</b>	<u>71,570.00</u>

A Finance Charge of 1.50% interest will be assessed on all past due balances.  
 Finance charge compounded monthly





November 23, 2021

Linda Loomis  
Lower Minnesota River Watershed District  
112 East Fifth Street, Suite #102  
Chaska, MN 55318

Re: Grant Reimbursement Request for Prior Lake Outlet Channel Realignment/Wetland Restoration Project

Dear Linda:

I am pleased to inform you the Prior Lake Outlet Channel Realignment/Wetland Restoration Project is complete. I am requesting on behalf of the City of Shakopee for reimbursement of \$71,570 from the Lower Minnesota River Watershed District, as agreed upon for this project with the passthrough funding for the Board of Water and Soil Resources 2019 Watershed Based Funding Grant Program.

The following documents are attached for this request.

- Agreement for Passthrough Funding for Prior Lake Outlet Channel Realignment/Wetland Restoration
- Ridge Creek Park Water Quality Analysis
- Four design invoices numbered 2191639, 2200171, 2200697 and 2210131
- Pay Voucher 7 for Construction of the Ridge Creek Park & PLOC Improvements Project

Please do not hesitate to contact me with any questions or concerns.

Thank you and the Lower Minnesota River Watershed District for your contribution to this project.

Kind regards,

Kirby Templin,

Environmental – Water Resources Engineer  
City of Shakopee  
(952)233-9372  
ktemplin@shakopeemn.gov

**AGREEMENT FOR PASSTHROUGH FUNDING FOR PRIOR LAKE OUTLET CHANNEL  
REALIGNMENT/WETLAND RESTORATION**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the city of Shakopee, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

RECITALS:

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Prior Lake Outlet Channel (hereafter referred as the "PLOC") Realignment/Wetland Restoration" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the grant agreement for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirements up to Seven Thousand One Hundred Fifty Seven and 00/100 Dollars (\$7,157.00) to be provided by the City; and

WHEREAS, the LMRWD Board of Managers agrees to contribute an additional \$100,000 to the project which is reflected in Table 4-1: Lower Minnesota River Watershed District – Implementation Program Budget for 2018-2027.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of preparation of a feasibility study to determine potential water quality benefits to Dean Lake and subsequently to the Minnesota River downstream resulting from the restoration of the PLOC including altering the alignment (creating meanders) and constructing a flow through wetland complex to slow the flow of water; and
3. A 10 percent match to grant funds will be provided by the city of Shakopee; and
4. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2019 or early 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include modeling to estimate water quality benefits, design, and construction of water quality improvements.

5. The Activity will be completed by an engineering firm under the direction of City's Public Works Director, or his/her designee; and
6. The city will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as exhibit A. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and
7. The LMRWD shall reimburse the City for actual allowed costs related to the Activity, not to exceed Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the city has completed all required reporting for the Activity in BWSR's e-link system.
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.0 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1(a) as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and

11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and
12. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District  
Linda Loomis, Administrator, her designees, successors or assigns  
112 East Fifth Street, Suite #102  
Chaska, MN 55318

To the City: City of Shakopee  
Kirby Templin, Water Resource - Environmental Engineer, his designees,  
successors or assigns  
485 Gorman Street  
Shakopee, MN 55379

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

LOWER MINNESOTA RIVER WATERSHED DISTRICT:    CITY OF SHAKOPEE:

\_\_\_\_\_

\_\_\_\_\_

By: Jesse Hartmann, President

By: Bill Mars, Mayor

Date: 9/7/19

Date: LPM 11/6/19

Approved as to form & execution:

~~\_\_\_\_\_~~

John C. Kolt  
District counsel

By: William H Reynolds, City Administrator

Date: 11/6/19



FY 2019 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 WATERSHED BASED FUNDING GRANTS PROGRAM  
 GRANT AGREEMENT

Vendor:	0000201935	VN#:	5J 19916
PO#:	3000009659	Date Paid:	5/8/19

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347 (Grantee).

**This grant is for the following Grant Programs :**

P19-3264	2019 - Watershed Based Funding Metro (Lower Minnesota River WD)	\$182,042
<b>Total Grant Awarded: \$182,042</b>		

**Recitals**

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE *Linda Loomis, Naiad Consulting*  
 ADDRESS *112 E. 5th Street #102*  
 CITY *Chaska, MN 55318*  
 TELEPHONE NUMBER *763-545-4659*

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Term of Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.
  - 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

## 2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. **Final Progress Report:** The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

## 3. Time. The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. Terms of Payment.

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. Conditions of Payment. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

## 6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
  - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
  - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
  - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
  - 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
  - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
16. **Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
17. **Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
18. **Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
19. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

*IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

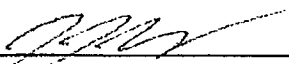
Approved:

Lower Minnesota River WD

Board of Water and Soil Resources

By: Jesse Hartmann  
(print)

By: 

  
(signature)

Title: President

Title: Assist. Sec. Mgr

Date: October 24, 2018

Date: May 7, 2019

## **Memorandum**

**To:** Kirby Templin, City of Shakopee  
**From:** Steve Klein and Samantha Beck, Barr Engineering Co.  
**Subject:** Ridge Creek Park Water Quality Analysis  
**Date:** March 20, 2020  
**Project:** 23701086  
**c:** Barrett Armstrong, MKSK Studios

### **Executive Summary**

The City of Shakopee (City) is planning to construct Ridge Creek Park (Park); a new park area immediately to the west of the current Riverside Fields Park. The Ridge Creek Park Vision Plan, developed by MKSK Studios, included a rerouting of the Prior Lake Outlet Channel (PLOC) through Ridge Creek Park, new walking trails, and two in-line basins that could be used to trap sediment before passing through the majority of the Park. The project site ends where the re-meandered PLOC joins the existing PLOC channel just upstream of the two box culverts under County Road 21 (CR 21). There is currently an in-line sedimentation basin on the downstream side of CR 21. Upstream channel erosion causes this basin to refill with sediment rather quickly. maintenance. Approximately 2,000 cubic yards of sediment was removed from the basin in the winter of 2017-2018, and the basin has once again filled with sediment in the past 2 years.

The City of Shakopee received a watershed-based funding grant issued by the Minnesota Board of Water and Soil Resources (BWSR) to the Lower Minnesota River Watershed District as a "pass-through grant". The grant is for water quality improvement benefits that could be achieved by Park Project features, specifically the construction of an in-line basin where the PLOC enters the Park. This grant is for a total of \$71,570 total. \$20,000 of this grant was issued immediately to pay for design of water quality features in the Park. A feasibility study and water quality analysis was to be completed as part of the design to verify the pollutant load reduction estimates (that were calculated and included in the project grant submittal) could be met or exceeded by the designed water quality features for the project. If the water quality benefits of the project are designed to meet or exceed the grant estimates, the remainder of the grant (\$51,570) will be made available to help pay for construction of the water quality components of the project.

This memo summarizes the estimated water quality benefits (i.e., pollutant load reductions) of the Park Project's water quality treatment features and verifies these features will achieve in pollutant load reductions that exceed the estimates provided in the grant submittal.

## **Pollutant Reduction Considerations**

At the time of the grant-project selection, it was estimated water quality improvement features proposed for the Park project could produce an annual reduction in total phosphorous (TP) load leaving the Park by 30-50 lbs and an annual total suspended solids load by 75,000 to 100,000 lbs.

Originally a single inline basin was featured in the concept plan for Ridge Creek Park as a means to capture excess sediment before being transported through the re-meandered channel planned to be constructed in Ridge Creek Park and ultimately deposited in the basin west of Pike Lake Trail. Through the permitting activities for the park project it was determined that two slightly smaller inline basins needed be permitted as opposed to one larger basin. This memorandum provides a summary of the estimated pollutant loadings from the upstream watershed and the estimated pollutant reductions for the two in-line basins.

## **Evaluating sediment sources to Project Area**

### **Stream Banks**

The primary source of sediment in the PLOC is likely from bank erosion of the PLOC itself. The PLOC originates at the outlet for Prior Lake and flows through multiple segments prior to reaching the Ridge Creek Park area. The PLOC is divided into eight segments between Prior Lake and the Minnesota River. Ridge Creek Park is located in Segment 5. Segments 1 and 2 are located upstream of Pike Lake. Pike Lake likely acts as a significant sink for sediment generated upstream of the lake with minimal amounts of sediment passing downstream. Significant erosion has been documented in Segments 3 and 4 between Pike Lake and the Ridge Creek Park area, and the Prior Lake Outlet Channel (PLOC) Cooperators are in the finishing stages of constructing a project to stabilize eroding banks in Segments 3 and 4. The stabilization project is expected to reduce sediment loading from Segments 3 and 4 upstream of Ridge Creek Park. Segment 5 (the reach in which the Ridge Creek Park area lies) was also likely a significant source of sediment that deposits in inline basin just west of Pike Lake Road. The sediment loading analysis we performed considers the PLOC pollutant loading before and after the completion of the Cooperators' stream stabilization and restoration project in order to identify a likely loading in the PLOC as it now enters Ridge Creek Park and determine the load reductions that can be achieved by constructing the planned basins the Ridge Creek Park.

Sediment loading from stream banks is typically computed by multiplying eroding bank length by the average bank height and the average erosion rate for all such banks. Erosion inventories completed by the Cooperators categorized erosion sites in the various reaches along the PLOC as being in a Low, Moderate, and High erosion condition. The following erosion rates were assigned to each erosion category:

**Table 1 Assumed Erosion Rates**

Erosion Category	Erosion Rate
Low	0.25 foot / year
Moderate	0.5 foot / year
High	1 foot / year
Unassigned	0.05 foot / year

The “unassigned” category is allocated for incidental erosion on banks not specifically identified in the erosion inventory prepared for the Cooperators. Unassigned erosion is a natural, slow moving, and not necessarily obvious process that was not included in the design of the Cooperators’ PLOC bank stabilization project. Even though “unassigned bank and bed erosion was not significant enough to require stabilization for the Cooperators’ stream bank stabilization project, this erosion is still a sediment source to the PLOC and downstream water bodies and was included in our pollutant load estimates.

**Pre-Cooperators’ PLOC Bank Stabilization Project**

The following table summarizes the computed sediment loading in Segments 3, 4 and 5 in pre-project conditions.

**Table 2 Pre-PLOC Project Sediment Loading to Ridge Creek Park Area**

	Segment 3	Segment 4	Segment 5 (Upstream) <sup>1,2</sup>	Total to Ridge Creek Park	Segment 5 (Downstream) <sup>1,3</sup>	Total
Total bank length (ft)	1818	8666	1442	11,926	5374	17,300
Low erosion length (ft)	463	2412	361	2,981	1344	4,580
Medium erosion length (ft)	228	58	216	502	806	1,308
High erosion length (ft)	242	1984	144	2370	537	2,907
Unassigned length (ft)	885	4212	721	5818	2687	8,505
Total erosion volume (CY/yr)	122	574	61	757	229	986
Total Phosphorus (lb/yr) <sup>4</sup>	159	746	80	985	298	1282
TSS (lb/yr) <sup>4</sup>	318,356	1,491,148	159,688	1,969,192	595,121	2,564,313

1 – Not included in erosion inventory. Assume half is unassigned, 25% is low erosion, 15% is moderate, and 10% is high

2 – Upstream of the diversion to the re-meandered section in Ridge Creek Park

3 – Downstream of the re-meander to Ridge Creek Park

**Post PLOC Project**

The PLOC project being constructed by the PLOC Cooperators is very close to being completed, and was designed to provide erosion protection for the Low, Medium and High bank erosion categories to varying degrees. Immediately after the project is complete, sediment loads from Segments 3 and 4 should be significantly reduced. However, the PLOC is a dynamic system and new erosion problems may develop within the next 5-10 years as natural channel meandering processes and large storms occur. For estimation purposes, it is assumed that no "moderate" or "high" erosion areas will develop in Segments 3 and 4. However, we assume 25% of the banks in those two reaches will develop some level of low erosion; and the remaining banks were assigned to the unassigned category.

**Table 3 Post-PLOC Bank Stabilization Project Sediment Loading to Ridge Creek Park Area**

	Segment 3	Segment 4	Segment 5 (Upstream) <sup>1,2,4</sup>	Total to Ridge Creek Park	Segment 5 (Downstream) <sup>1,3</sup>	Total
Total bank length (ft)	1,818	8,666	1,442	11,926	5,374	17,300
Low erosion length (ft)	454	2,166	361	2,981	1,343	4,325
Medium erosion length (ft)	0	0	216	216	0	0
High erosion length (ft)	0	0	144	144	0	0
Unassigned length (ft)	1,364	6,500	721	8,584	4,031	12,975
Total erosion volume (CY/yr)	7	32	61	100	20	120
Total Phosphorus (lb/yr) <sup>5</sup>	9	42	79	130	26	156
TSS (lb/yr) <sup>5</sup>	17,420	83,200	174,200	259,220	52,000	311,220

1 – Not included in erosion inventory. Assume half is unassigned, 25% is low erosion, 15% is moderate, and 10% is high

2 – Upstream of the diversion to the re-meandered section in Ridge Creek Park

3 – Downstream of the re-meander to Ridge Creek Park

4 – PLSLWD project does not include Segment 5

The PLOC Bank Stabilization Project is expected to reduce sediment loads to the Ridge Creek Park area by a significant amount. The following table summarizes the estimated change in sediment load.



**Table 4 Estimated Sediment Loading to the Ridge Creek Park Sediment Basin**

<b>Pollutant</b>	<b>Pre-PLSLWD Project Loading to Ridge Creek Park</b>	<b>Post PLSLWD Project Loading to Ridge Creek Park</b>	<b>Amount Removed by PLOC Cooperators Project</b>
Total erosion volume (CY/yr)	757	120	637
Total Phosphorus (lb/yr)	1,282	156	1,126
TSS (lb/yr)	2,564,313	311,220	2,253,093

**Other Sediment Sources**

Washload from the contributing watershed, including particulates in runoff from streets and roads are also likely to contribute to some sediment loading to the PLOC. Some of that washload will settle in deltas in the channel and some will be flushed downstream with discharges from Prior Lake or storm or snow melt events

**TSS and TP Removal Estimates for Ponds in Ridge Creek Park**

To determine average annual pollutant removal capability of the two proposed sedimentation ponds at Ridge Creek Park, we employed information published in EPA’s Nationwide Urban Runoff Program (NURP) document *“Methodology for Analysis of Detention Basins for Control of Urban Runoff Quality”*. This document developed correlations to “basin size” and the amount of pollutant removal efficiencies for a variety of pollutants including TSS and TP. Figure 1A and Figure 1B below are charts in this document. We determined there is approximately 300 acres of untreated catchment area downstream of Pike Lake. The combined wetted surface area of the two basins to be constructed in Ridge Creek Park is 1 acre. Therefore, the basin surface area presented as a percent of the total untreated catchment area is 0.3%.

*Note: Although Minnesota is classified as being in the Northeast Region, to be conservative we used the chart for the Southeast region (Figure 1A), as basins in that region produce the lowest removal efficiencies of ponding basins throughout the USA (see Figure 1B). As will be shown below, even using that chart, the basins in the Ridge Creek Park will exceed the treatment estimates included in the BWSR grant application for Ridge Creek Park water quality treatment features.*

Using the chart in Figure 1A, the predicted long-term average percent removal of TSS and TP for a 0.3% basin is 65% and 42%, respectively.

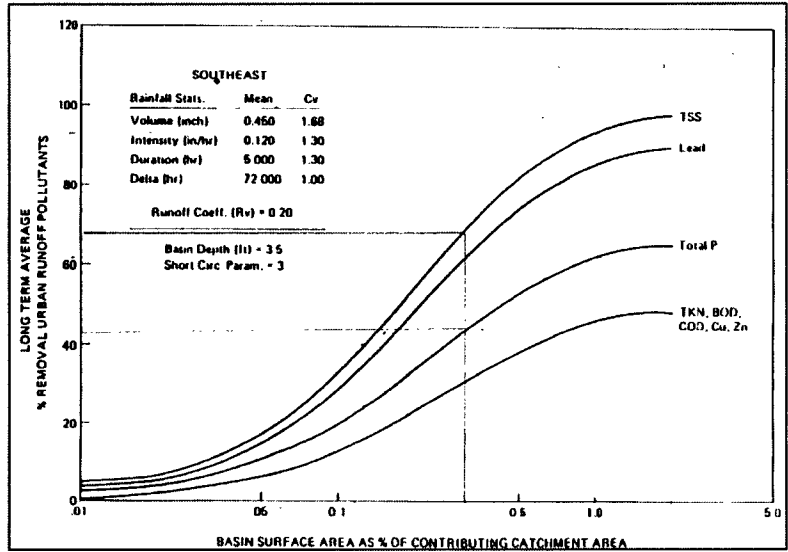


Figure 1A NURP Percent Removal Curves for Common Urban Runoff Pollutants

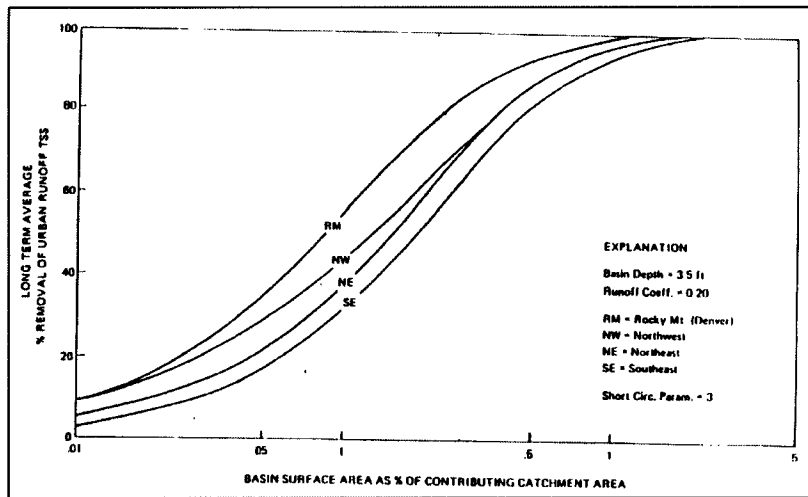


Figure 1B NURP General Regional Removal Curves for Common Urban Runoff Pollutants

Using the removal percentages gathered from Figure 1A, and multiplying the Post PLSLWD Project Loading to Ridge Creek Park (obtained from Table 4), the Ridge Creek Park sedimentation ponds' total long-term average annual of TP and TSS removal were calculated and are shown in Table 5 below.

Table 5 Annual Removal from Sedimentation Basins in Ridge Creek Park

Parameter	Total annual loading (lb/yr)	Percent Removal (%)	Annual Removal from Sedimentation Basins (lb/yr)
TP	156	42	66
TSS	311,220	65	202,300

## Conclusions

A key purpose of this water quality analysis was to show that the water quality features planned for Ridge Creek Park will meet or exceed the predicted removal rates for TSS and TP listed in the BWSR grant application. Table 6 shows the Ridge Creek Park ponding basins will exceed the estimates listed in the BWSR grant application.

**Table 6 Load Verification Summary**

Project Estimate	Grant Project Selection Estimate	Current load estimate for verification (lbs/yr)
Total Phosphorus (lb/yr)	30-50	66
TSS (lb/yr)	75,000 – 100,000	202.300

The PLOC Cooperators are currently completing a project to stabilize eroding banks in Segments 3 and 4. We estimated future erosion and summarized expected sediment loads in Table 4. The PLOC Cooperators project is expected to significantly reduce sediment loads to the Ridge Creek Park area. However, as shown in Table 4, without ponding basins in the Ridge Creek Park Project, sediment will accumulate in sections of the channel and degrade the channel quality of the restored stream. The settling basins will supplement and sustain the PLOC Collaborators Project through further reducing sediment loading from Segments 3, 4 and 5 of the Prior Lake Outlet Channel. The Ridge Creek Park basins will significantly improve water quality in the PLOC as it passes through Ridge Creek Park and in downstream waterbodies.



# MKSK

462 South Ludlow Alley  
Columbus, OH 43215  
614-621-2796

City of Shakopee  
Kirby Templin  
ktemplin@shakopeemn.gov  
CNascene@ShakopeeMN.gov  
485 Gorman Street  
Shakopee, MN 55379

Invoice number 2191639  
Date 01/06/2020  
Project **s18727.01 Ridge Creek Park.**

Professional Services for the Period ended November 30, 2019:

PLSL Channel Improvements - Ridge Creek Park PR-19-001  
\*DPE Backup\*

## Professional Fees

### Design Development

	Hours	Rate	Billed Amount
Landscape Architect I	70.75	105.00	7,428.75
Landscape Architect II	11.50	115.00	1,322.50
Principal	36.00	210.00	7,560.00
Urban Planner II	0.25	115.00	28.75
Design Development subtotal			16,340.00

### Construction Documents

	Hours	Rate	Billed Amount
Landscape Architect II	5.00	115.00	575.00
Principal	20.50	210.00	4,305.00
Construction Documents subtotal			4,880.00

### Authorized Alternate Task 1

	Hours	Rate	Billed Amount
Landscape Architect II	4.00	115.00	460.00
Authorized Alternate Task 1 subtotal			460.00

Professional Fees subtotal 148.00 21,680.00

## Consultant Fees

### Site Investigation

	Billed Amount
Barr Engineering Co Barr - 23701086.00-2	4,127.76

# MKSK

City of Shakopee  
Project **s18727.01 Ridge Creek Park.**

Invoice number 2191639  
Date 01/06/2020

## Consultant Fees

	Site Investigation subtotal	<u>4,127.76</u>
Design Development		
		<u>Billed Amount</u>
Barr Engineering Co		17,513.00
<i>Barr - 23701086.00-2</i>		
	Design Development subtotal	<u>17,513.00</u>
Water Quality Design		
		<u>Billed Amount</u>
Barr Engineering Co		12,342.00
<i>Barr - 23701086.00-2</i>		
	Water Quality Design subtotal	<u>12,342.00</u>
Construction Documents		
		<u>Billed Amount</u>
Barr Engineering Co		21,933.92
<i>Barr - 23701086.00-2</i>		
	Construction Documents subtotal	<u>21,933.92</u>
Authorized Alternate Task 2		
		<u>Billed Amount</u>
Barr Engineering Co		3,159.00
<i>Barr - 23701086.00-2</i>		
	Authorized Alternate Task 2 subtotal	<u>3,159.00</u>
Cultural & Historical Inv.		
		<u>Billed Amount</u>
Barr Engineering Co		6,037.50
<i>Barr - 23701086.00-2</i>		
	Cultural & Historical Inv. subtotal	<u>6,037.50</u>
	Consultant Fees subtotal	<u>65,113.18</u>
	Invoice total	<u><u>86,793.18</u></u>

# MKSK

City of Shakopee  
Project s18727.01 Ridge Creek Park.

Invoice number 2191639  
Date 01/06/2020

## Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Site Investigation	23,685.00	13,575.50	17,703.26	4,127.76
Design Development	74,331.00	35,621.00	69,474.00	33,853.00
Water Quality Design	20,000.00	0.00	12,342.00	12,342.00
Construction Documents	120,433.00	0.00	26,813.92	26,813.92
Bidding & Permitting	9,539.00	0.00	0.00	0.00
Construction Administration	37,758.00	0.00	0.00	0.00
Authorized Alternate Task 1	18,701.00	0.00	460.00	460.00
Authorized Alternate Task 2	5,255.00	0.00	3,159.00	3,159.00
Cultural & Historical Inv.	6,641.00	0.00	6,037.50	6,037.50
Reimbursable Expenses	0.00	0.00	0.00	0.00
<b>Total</b>	<b>316,343.00</b>	<b>49,196.50</b>	<b>135,989.68</b>	<b>86,793.18</b>

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2191276	10/21/2019	25,355.00			25,355.00		
2191639	01/06/2020	86,793.18	86,793.18				
	<b>Total</b>	<b>112,148.18</b>	<b>86,793.18</b>	<b>0.00</b>	<b>25,355.00</b>	<b>0.00</b>	<b>0.00</b>

Approved by:

Christopher E. Hostettler, C.P.A.  
C.F.O.

*Professional Services for the Period ended November 30, 2019:*

Ridge Creek Park

Design Development

MKSK - 2

Date Range from: 10/1/2019 to 11/30/2019

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff	
<b>Barrett M. Armstrong</b>	<b>11.50</b>	<b>11.50</b>							
<b>Billable Time - Project Management</b>	<b>11.50</b>	<b>11.50</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	10/1/2019	1.00	1.00						
	10/2/2019	1.50	1.50						
	10/6/2019	1.00	1.00						
	10/8/2019	3.00	3.00						
	10/9/2019	3.00	3.00						
	10/16/2019	2.00	2.00						
<b>Darren J. Meyer</b>	<b>36.00</b>	<b>36.00</b>							
<b>Billable Time - General</b>	<b>36.00</b>	<b>36.00</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	10/1/2019	6.00	6.00						
	10/2/2019	6.00	6.00						
	10/3/2019	8.00	8.00						
	10/4/2019	7.00	7.00						
	10/5/2019	2.00	2.00						
	10/6/2019	1.00	1.00						
	10/9/2019	2.00	2.00						
	10/16/2019	1.00	1.00						
	10/24/2019	2.00	2.00						
	10/28/2019	1.00	1.00						
<b>Donald A. Zellefrow</b>	<b>0.25</b>	<b>0.25</b>							
<b>Billable Time - General</b>	<b>0.25</b>	<b>0.25</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	10/4/2019	0.25	0.25						
<b>Haoting Shi</b>	<b>33.00</b>	<b>33.00</b>							
<b>Billable Time - General</b>	<b>33.00</b>	<b>33.00</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	10/1/2019	3.00	3.00						
	10/2/2019	9.00	9.00						
	10/3/2019	12.00	12.00						
	10/4/2019	9.00	9.00						



Ridge Creek Park

Design Development

MKSK - 2

Date Range from: 10/1/2019 to 11/30/2019

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff	
<b>Kristina L. Granlund</b>	<b>33.75</b>	<b>33.75</b>							
<b>Billable Time - General</b>	<b>33.75</b>	<b>33.75</b>							
	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>	
	10/1/2019	0.50	0.50						
	10/2/2019	9.00	9.00						
	10/3/2019	7.75	7.75						
	10/4/2019	8.00	8.00						
	10/5/2019	0.75	0.75						
	10/6/2019	7.75	7.75						
<b>Wanchen Wang</b>	<b>4.00</b>	<b>4.00</b>							
<b>Billable Time - General</b>	<b>4.00</b>	<b>4.00</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	10/3/2019	2.00	2.00						
	10/15/2019	1.00	1.00						
	10/16/2019	1.00	1.00						
<b>Total</b>	<b>118.50</b>	<b>118.50</b>							

Ridge Creek Park

Construction Documents

MKSK - 4

Date Range from: 10/1/2019 to 11/30/2019

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff	
<b>Barrett M. Armstrong</b>	<b>5.00</b>	<b>5.00</b>							
<b>Billable Time - Project Management</b>	<b>5.00</b>	<b>5.00</b>							
	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>	
	Date								
	11/18/2019	1.00	1.00						
	11/19/2019	1.00	1.00						
	11/22/2019	2.00	2.00						
	11/27/2019	1.00	1.00						
<b>Darren J. Meyer</b>	<b>20.50</b>	<b>20.50</b>							
<b>Billable Time - General</b>	<b>20.50</b>	<b>20.50</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	11/8/2019	4.00	4.00						
	11/13/2019	5.00	5.00						
	11/19/2019	4.50	4.50						
	11/21/2019	5.00	5.00						
	11/22/2019	2.00	2.00						
<b>Total</b>	<b>25.50</b>	<b>25.50</b>							

Ridge Creek Park

Authorized Alternate Task

NKSK

Date Range from: 10/1/2019 to 11/30/2019

Work in Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non-Billable	Writeoff	
<b>Barrett M. Armstrong</b>	<b>4.00</b>	<b>4.00</b>							
<b>Billable Time - General</b>	<b>2.50</b>	<b>2.50</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non-Billable</b>	<b>Writeoff</b>
	10/9/2019	2.50	2.50						
<b>Billable Time - Project Management</b>	<b>1.50</b>	<b>1.50</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non-Billable</b>	<b>Writeoff</b>
	10/11/2019	1.50	1.50						
<b>Total</b>		<b>4.00</b>	<b>4.00</b>						



# INVOICE

**Barr Engineering Co.**  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Darren Meyer  
MKSK Studios  
462 South Ludlow Alley  
Columbus, OH 43215

December 27, 2019  
Invoice No: 23701086.00 - 2

<b>Total this Invoice</b>	<b>\$65,113.18</b>
---------------------------	--------------------

### Regarding: Ridge Creek Park

This invoice is for professional services related to the Ridge Creek Park project, which included the following jobs:

#### Job 100 – Site Investigations

- Wetland delineation and permitting
- Hydraulic modeling to assist with project design

#### Job 200 – Design Development

- Development of 30% and 60% design plans and cost estimates
- Corn crib structure design
- Internal team meetings to coordinate efforts

#### Job 300 – Construction Documents

- Addressing comments from City on 60% Design
- Final permit applications and submittals

#### Job 600 – Water Quality Design

- Review of sediment data provided by Prior Lake-Spring Lake Watershed District
- Computing sediment removal by pond
- Pond design

#### Job 800 – Foothill Trail Drainage Issue

- Site visit to review drainage problems
- Options analysis to address drainage issues

#### Job 900 - Cultural & Historical Investigation

- Completion of Phase 1a investigation for cultural and historical artifacts that could be impacted by the project

#### Professional Services from November 2, 2019 to November 29, 2019

Job: 100 Site Investigation

#### Labor Charges

	Hours	Rate	Amount
Consultant / Advisor			
Mohseni, Omid	.50	180.00	90.00

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



**Job Subtotal                    \$17,513.00**

Job:                    300                    Construction Documents

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	7.30	195.00	1,423.50
Engineer / Scientist / Specialist III			
Durkee Walker, Rachel	40.50	145.00	5,872.50
Nesler, Zachary	2.80	145.00	406.00
Siljenberg, Brian	19.00	135.00	2,565.00
Wold, Karen	11.80	130.00	1,534.00
Engineer / Scientist / Specialist II			
Hochscheidt, Michael	20.10	110.00	2,211.00
Hochscheidt, Michael	.80	115.00	92.00
Ryan, Kathryn	7.50	115.00	862.50
Engineer / Scientist / Specialist I			
Beck, Samantha	.30	80.00	24.00
Keinath, Molly	6.90	85.00	586.50
Technician III			
Oslund, Steve	18.50	135.00	2,497.50
Technician II			
Urevig, Dale	.50	115.00	57.50
Technician I			
Fitzgerald, Eric	39.50	90.00	3,555.00
Support Personnel II			
Nypan, Nyssa	2.30	95.00	218.50
	177.80		21,905.50
<b>Subtotal Labor</b>			<b>21,905.50</b>

**Expense Charges**

Travel			
8/27/2019      Klein, Steven                    Mileage			28.42
<b>Subtotal Expenses</b>			<b>28.42</b>

**Job Subtotal                    \$21,933.92**

Job:                    600                    Water Quality Design

**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Weiss, Jeffrey	58.00	135.00	7,830.00
Engineer / Scientist / Specialist I			
Beck, Samantha	23.10	80.00	1,848.00
Campbell, Sean	1.20	80.00	96.00
Webster, Dallen	32.10	80.00	2,568.00
	114.40		12,342.00
<b>Subtotal Labor</b>			<b>12,342.00</b>

**Job Subtotal                    \$12,342.00**

Project	23701086.00	Ridge Creek Park	Invoice	2
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Job: 800 Alternative 2 - Foothill Trail Drainage

**Labor Charges**

	Hours	Rate	Amount	
Engineer / Scientist / Specialist III				
Weiss, Jeffrey	23.40	135.00	3,159.00	
	23.40		3,159.00	
<b>Subtotal Labor</b>				<b>3,159.00</b>
			<b>Job Subtotal</b>	<b>\$3,159.00</b>

Job: 900 Cultural & Historical Investigation

**Labor Charges**

	Hours	Rate	Amount	
Engineer / Scientist / Specialist I				
Conley, Tyler	53.30	75.00	3,997.50	
Hatlestad, Kailin	27.20	75.00	2,040.00	
	80.50		6,037.50	
<b>Subtotal Labor</b>				<b>6,037.50</b>
			<b>Job Subtotal</b>	<b>\$6,037.50</b>
			<b>Total this Invoice</b>	<b>\$65,113.18</b>

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>65,113.18</b>	<b>7,886.50</b>	<b>72,999.68</b>	<b>7,886.50</b>	<b>65,113.18</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Jeff Weiss, your Barr project manager, at (952) 832-2706 or email at [jweiss@barr.com](mailto:jweiss@barr.com).



**Shakopee City Council**  
**April 2, 2019**

---

**FROM:** Kirby Templin, Water Resources - Environmental Engineer

**TO:** Mayor and Council Members

**Subject:**

Ridge Creek Park and Prior Lake Outlet Channel Improvements

**Policy/Action Requested:**

Authorize the execution of a professional services agreement with MKSK and Barr for design and construction services for the Ridge Creek Park and Prior Lake Outlet Channel Improvements (PR-19-001).

**Recommendation:**

Authorize execution of the agreement.

**Discussion:**

The City's Capital Improvement Plan (CIP) includes the Ridge Creek Park and Prior Lake Outlet Channel Improvements project (PR-19-001). This project includes improvements to park land at the Ridge Creek development. Park improvements include nature park amenities (board walk, trails, overlook amenities, and educational elements), realignment of the Prior Lake Outlet Channel to better handle increased run-off due to development, incorporating water quality best management practices to reduce sediment and phosphorus, and wetland enhancement. Attached are the CIP project summary sheet and park concept.

City staff needs assistance from a consultant for design, construction inspection, and construction management services to complete the project based on current and expected workload. City staff worked with MKSK and Barr, to develop a scope of work needed to assist and deliver the project. MKSK and Barr have provided timely and cost effective assistance to city staff with past projects in 2018 and 2019. The MKSK and Barr team has the experience, technical skill, and capacity to provide the needed services and are firms in the city's approved consultant pool. The attached Professional Services Agreement authorizes and describes the scope and fee for their work on this project.

It should also be noted that the attached Ridge Creek Park Vision Plan concepts that were previously presented to the City Council will be the basis for the final design elements of the project. During the visioning and concept development stages of the park, it should also be noted that detailed cost estimates were not completed. As part of the initial work to be performed by the project team, detailed cost estimates will be completed to verify accurate project costs and to ensure appropriate funding has been budgeted.

Alternate Task 1 is to do a concept layout and preliminary design for improvements to the Riverside Bluffs Fields park which will look at the connection and function between the two parks.

Alternate Task 2 is to evaluate the existing Foothill Trail drainage issue. This evaluation is to identify if there is an improvement that can be made in conjunction with the Ridge Creek Park project to improve the drainage issue.

**Budget Impact:**

The base scope of work plus Alternate 1 and Alternate 2 are proposed to cost (not to exceed) \$309,702. Also, there are four additional investigations/assessments that may be required due to permitting needs. If these permits are needed, the four investigations/assessments total an additional (not to exceed) \$38,684. The work is budgeted in the 2019 CIP within the Park Reserve Fund and the Storm Drainage Fund.



ATTACHMENTS:

- CIP Sheet
- Ridge Creek Park Vision Plan
- Agreement and Proposal

Capital Improvement Plan  
 City of Shakopee, Minnesota

2019 thru 2023

Department Park Reserve Fund  
 Contact Director of Planning & Devel  
 Type Improvement  
 Useful Life  
 Category Storm Sewer/Drainage  
 Priority 1 Critical for Safety/Preservat  
 Status Active

Project # PR-19-001  
 Project Name Ridge Creek Park & Prior Lake Outlet Channel Imp

Accounting Code  
 Fund Park Reserve Fund

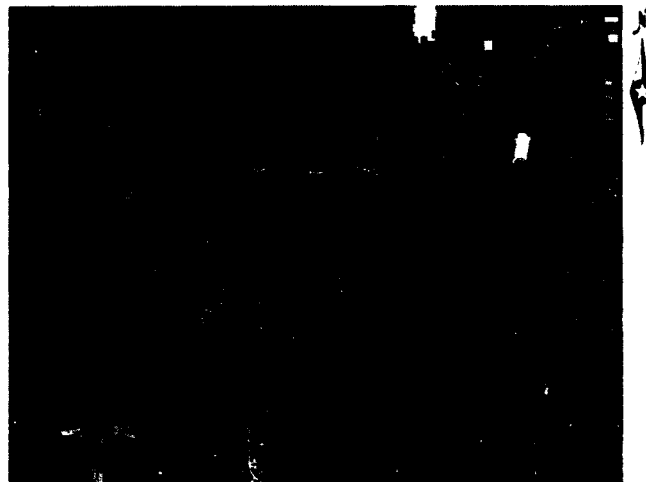
Total Project Cost: \$3,000,000

**Description**  
 Future Park at the Ridge Creek development. A Ridge Creek Park Master Plan is being completed to provide guidance for this project to incorporate project goals.  
 The improvements include:  
 \* nature park amenities (board walk and educational elements)  
 \* realignment of the Prior Lake Outlet Channel to better handle increased run-off due to development  
 \* incorporating water quality best management practices to reduce sediment and phosphorus  
 \*wetland enhancement  
 Potential Grants: Lower Mn River WD \$100,000; Prior Lake Spring Lake WD \$50,000; Prior Lake Outlet Channel (PLOC) \$108,000; Other Grants (State or Federal) \$72,000

**Justification**  
 The land has been donated by developer as parkland, which will serve the adjacent community.  
 Existing agreement with Prior Lake Outlet Channel requires the City to maintain the channel upon the City utilizing the channel for urban development. Increased runoff from development will require a larger channel.

Expenditures	2019	2020	2021	2022	2023	Total
Construction/Maintenance	2,800,000					2,800,000
Engineering/Administration	200,000					200,000
<b>Total</b>	<b>3,000,000</b>					<b>3,000,000</b>

Funding Sources	2019	2020	2021	2022	2023	Total
Grants	330,000					330,000
Park Reserve Fund	1,800,000					1,800,000
Storm Drainage Fund	870,000					870,000
<b>Total</b>	<b>3,000,000</b>					<b>3,000,000</b>



PROJECT LOCATION



# **RIDGE CREEK PARK**

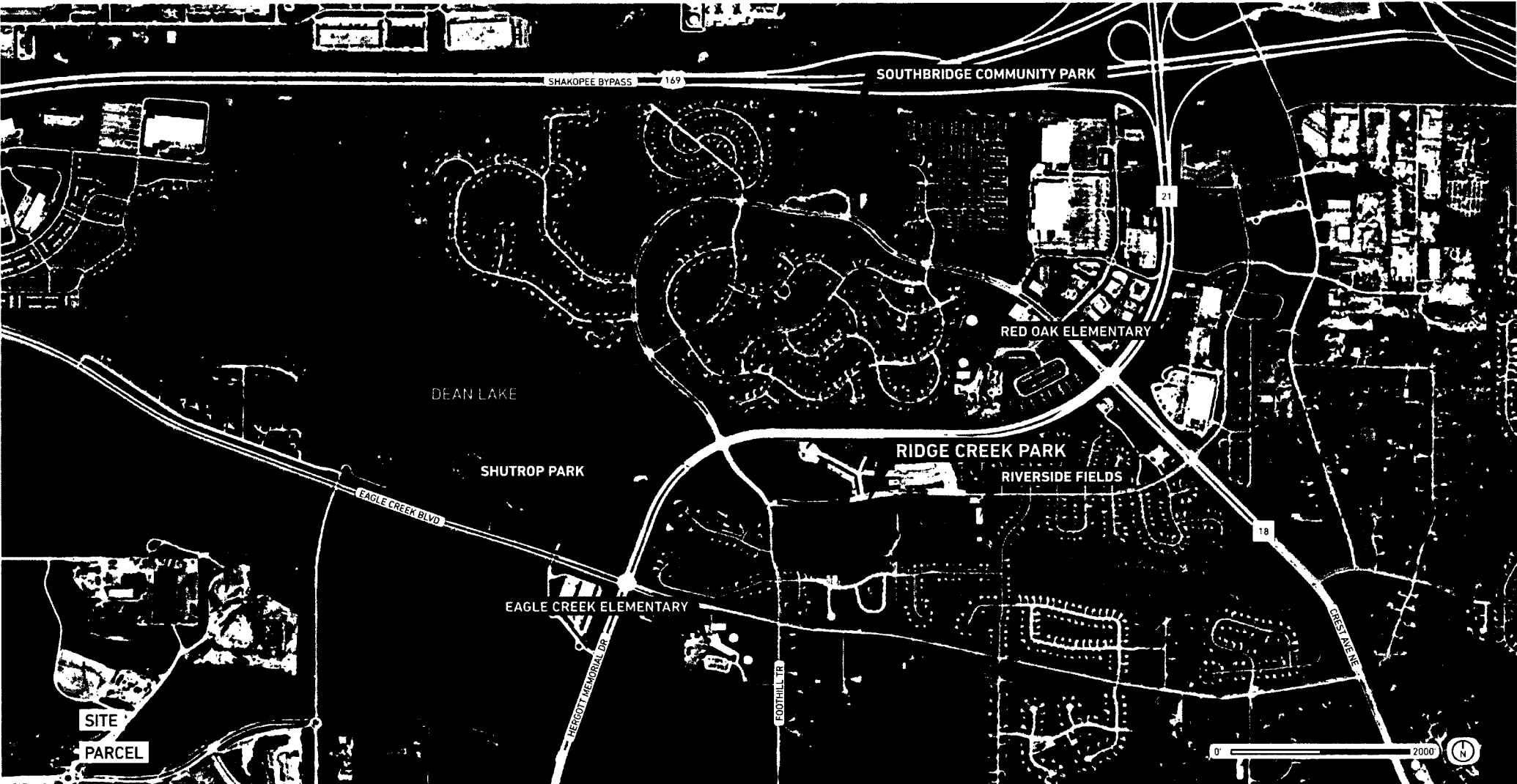
## **VISION PLAN**

**MKSK**

**NOVEMBER 12, 2018**

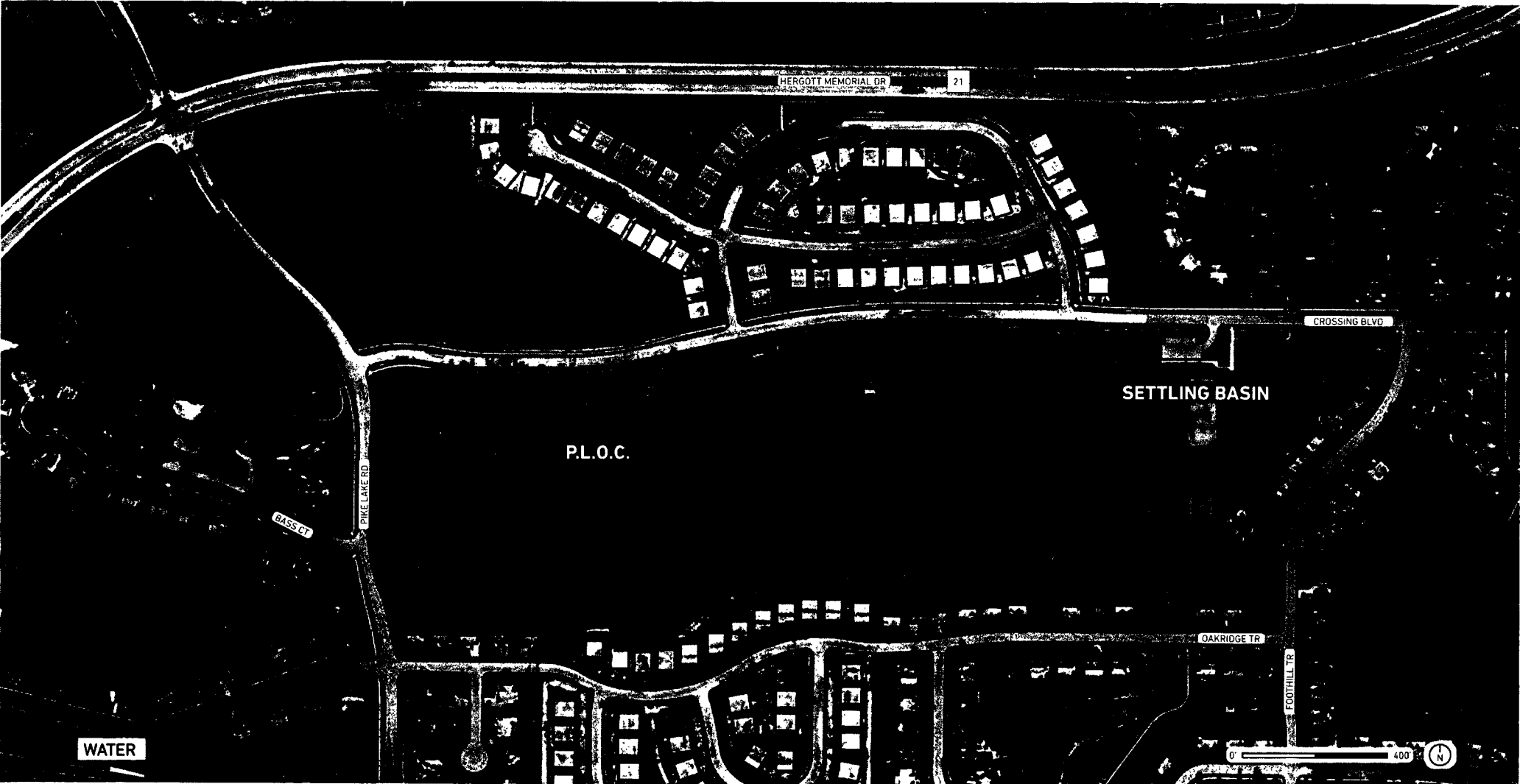
# CONTEXT

## RIDGE CREEK PARK



# P.L.O.C. REALIGNMENT

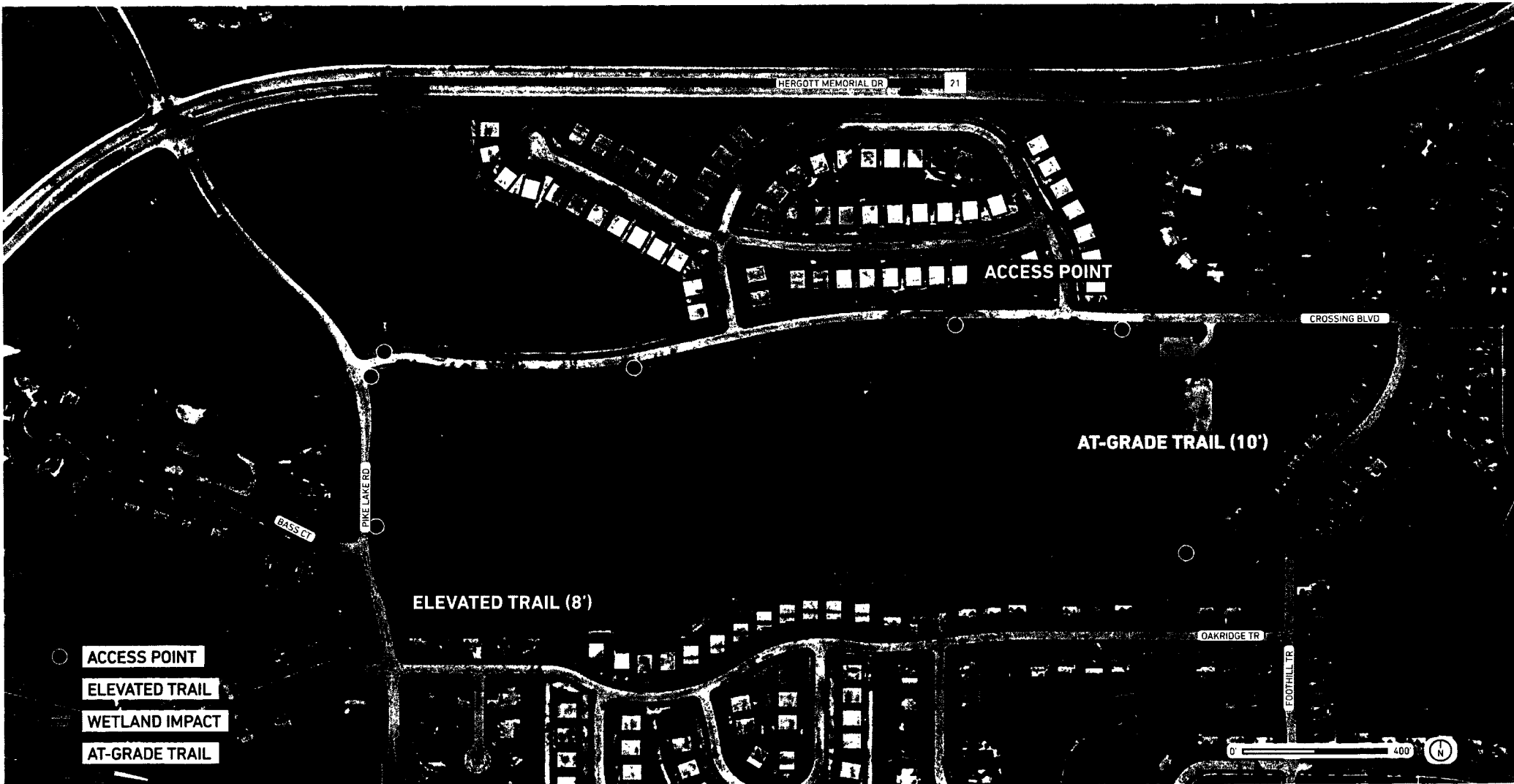
## RIDGE CREEK PARK VISION PLAN



# TRAIL ALIGNMENT

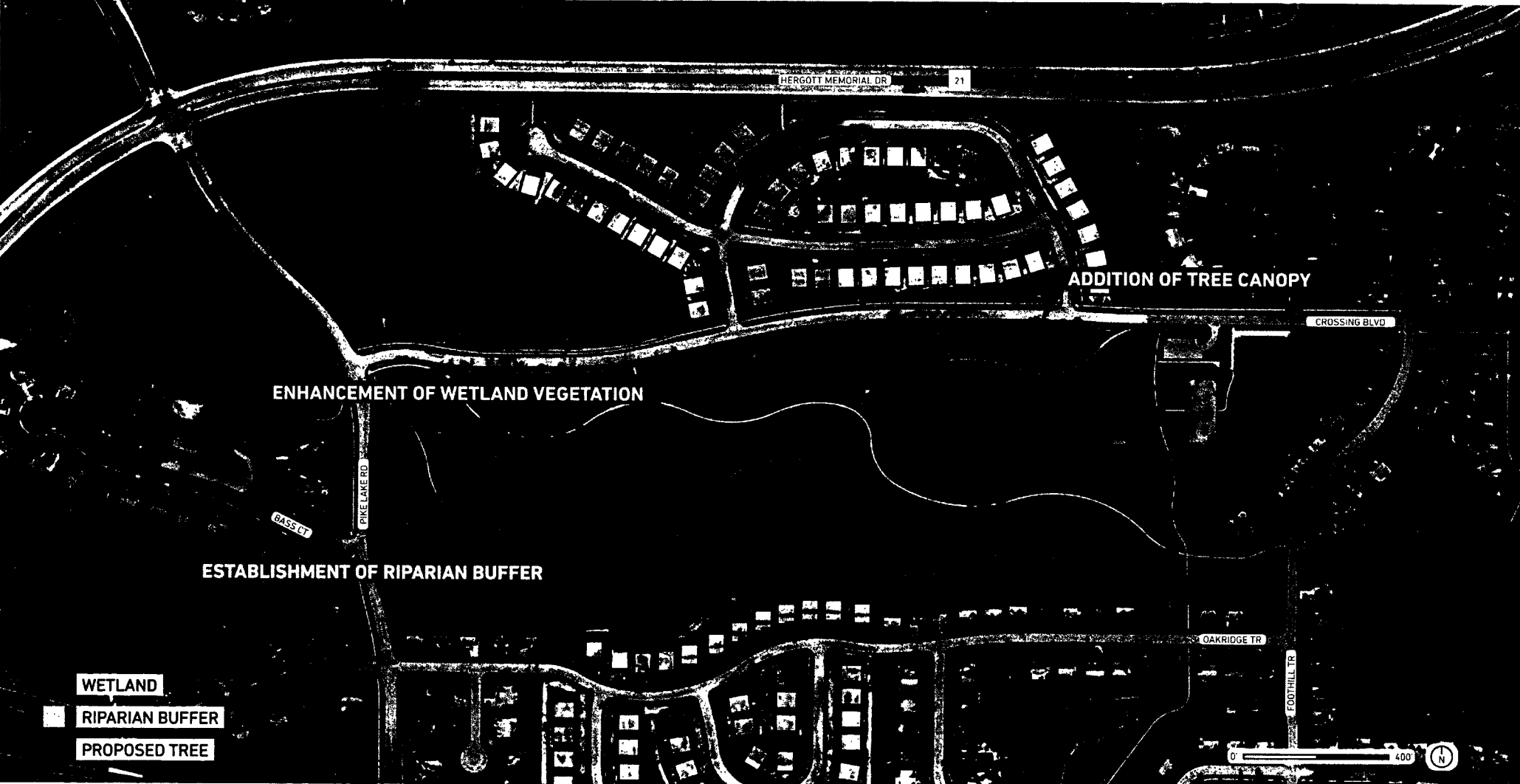
## RIDGE CREEK PARK VISION PLAN

Two types of trails weave their way through the site, an elevated boardwalk and at-grade multi-use path. The at-grade multi-use path is designed according to the MnDOT Bikeway Facility Design Manual and routed to minimize impact to jurisdictional wetlands on-site.



# LANDSCAPE ENHANCEMENTS

## RIDGE CREEK PARK VISION PLAN



# VISION PLAN

## RIDGE CREEK PARK VISION PLAN

### LEGEND

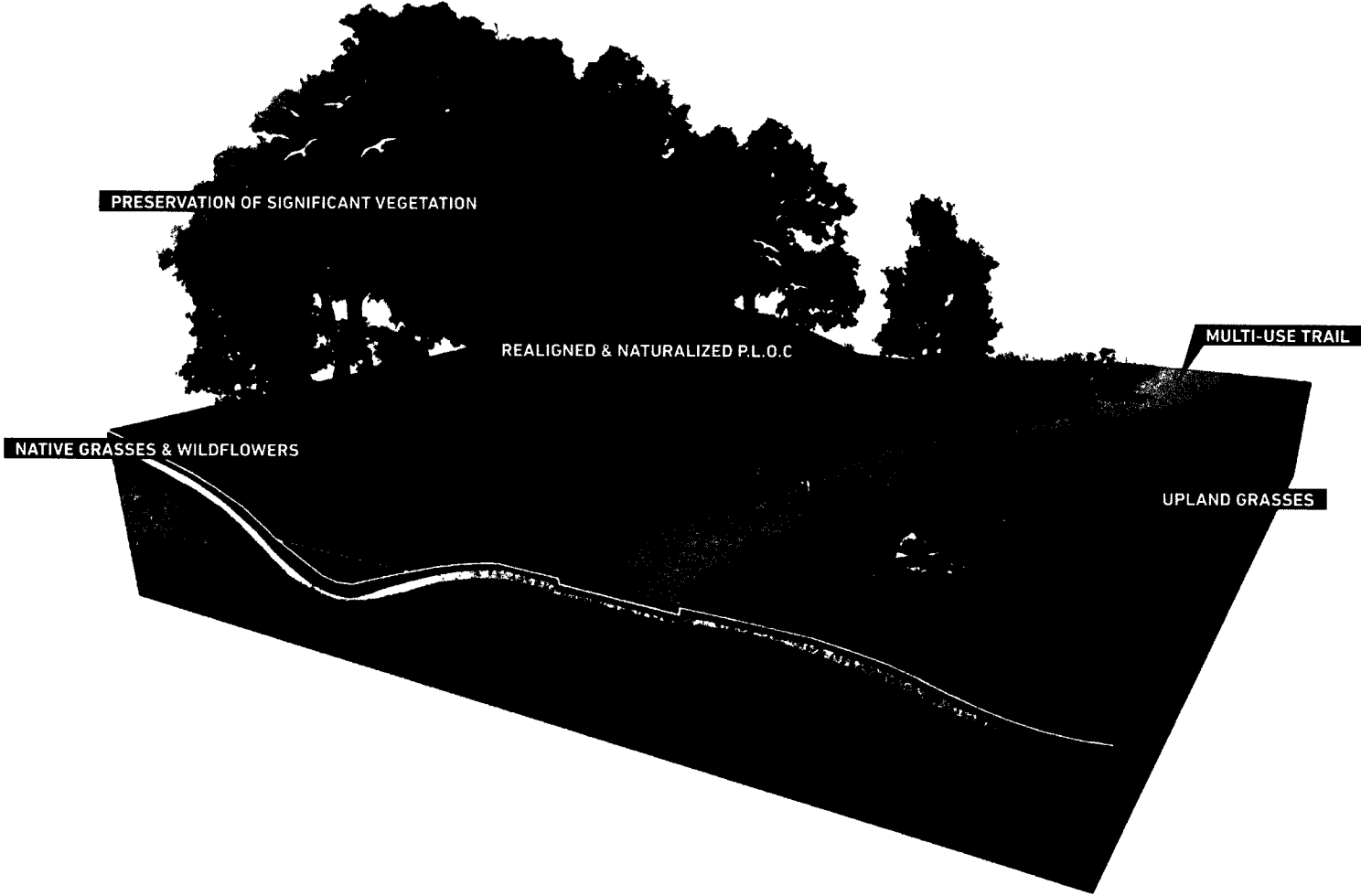
- A. Stream Crossing (Culvert or Bridge)
  - B. Trailhead Parking
  - C. Trail System (At-Grade)
  - D. Trail System (Elevated)
  - E. Overlook (Shade Arbor)
  - F. Overlook (Structure)
- Vision Plan recommendations also include entry signage (entry, trail, interpretive), site furnishings (benches, trash/recycling receptacles, bike racks) & water fill & restrooms (at ex bldg.)





# AT-GRADE TRAIL

## RIDGE CREEK PARK VISION PLAN



# ELEVATED TRAIL

## RIDGE CREEK PARK VISION PLAN

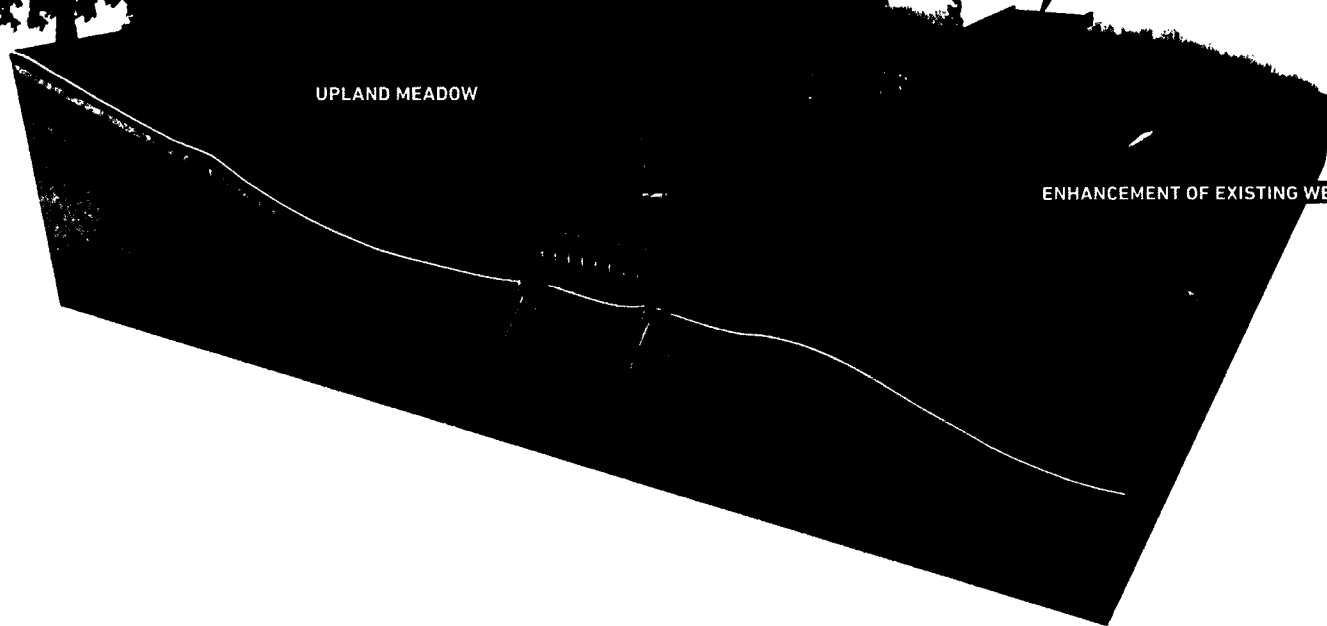
PRESERVATION OF SIGNIFICANT VEGETATION



ELEVATED TRAIL

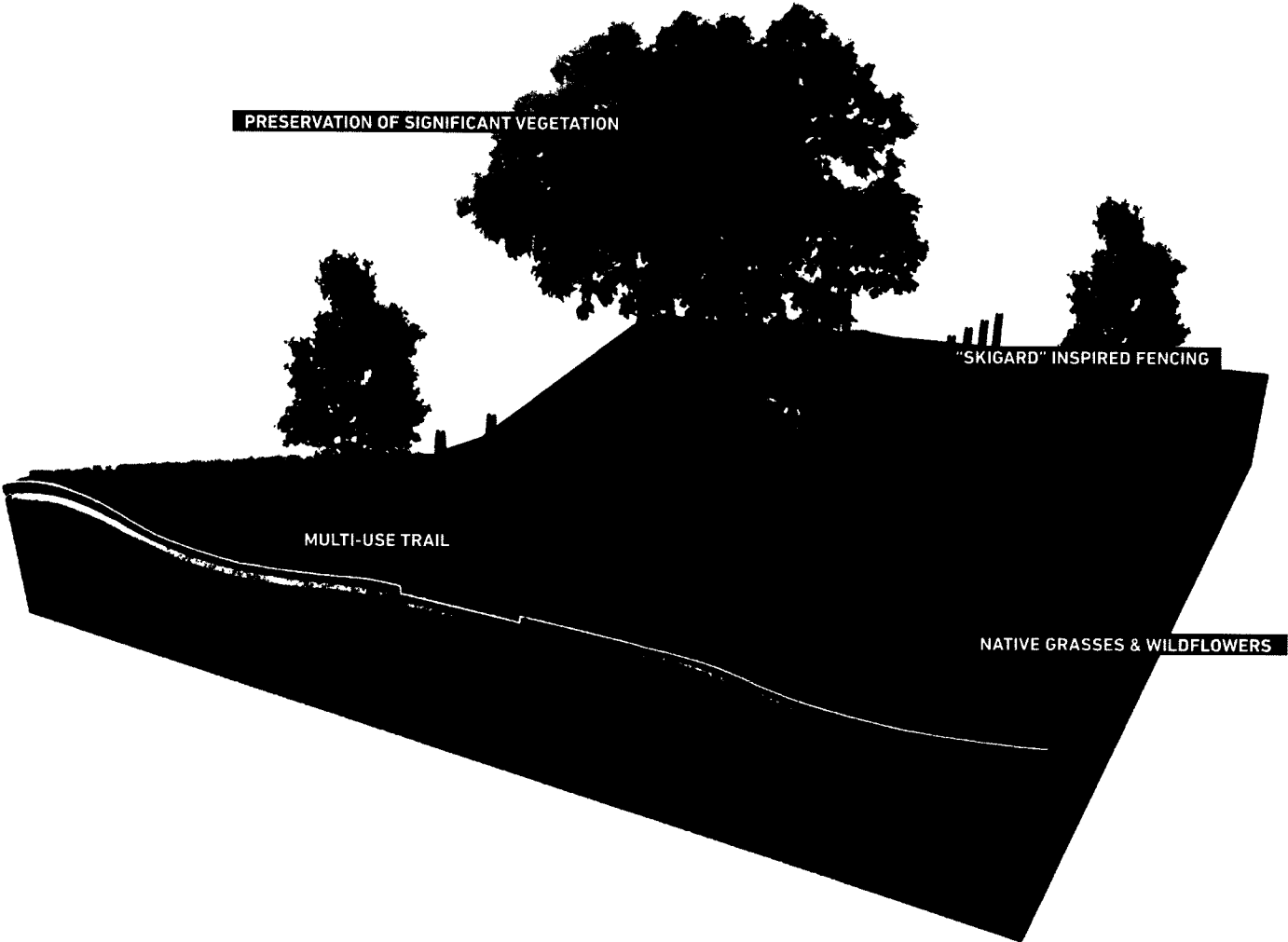
UPLAND MEADOW

ENHANCEMENT OF EXISTING WETLANDS

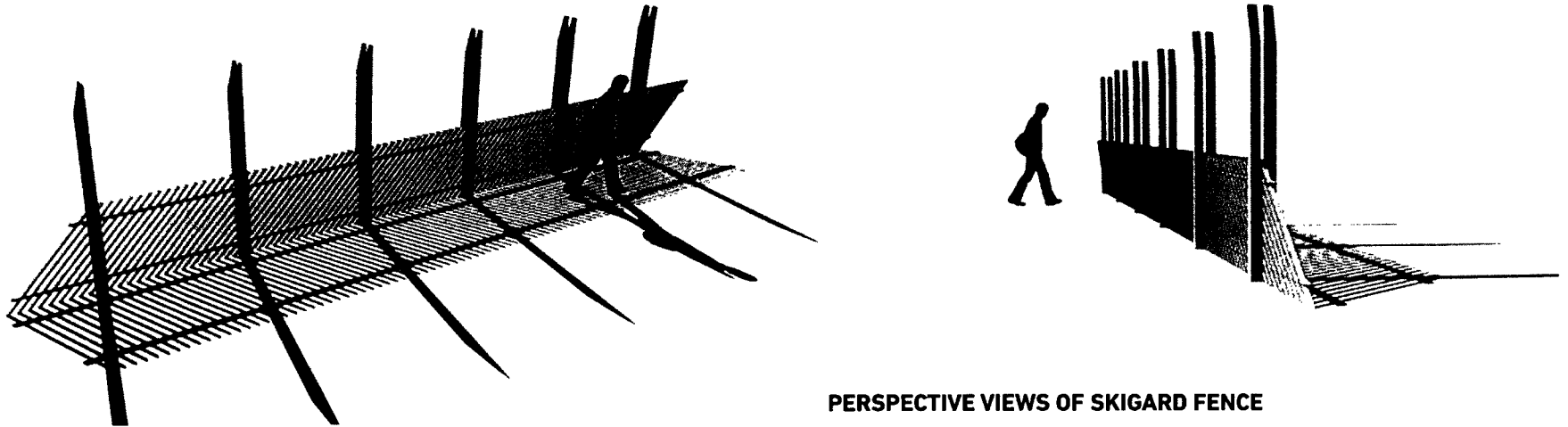
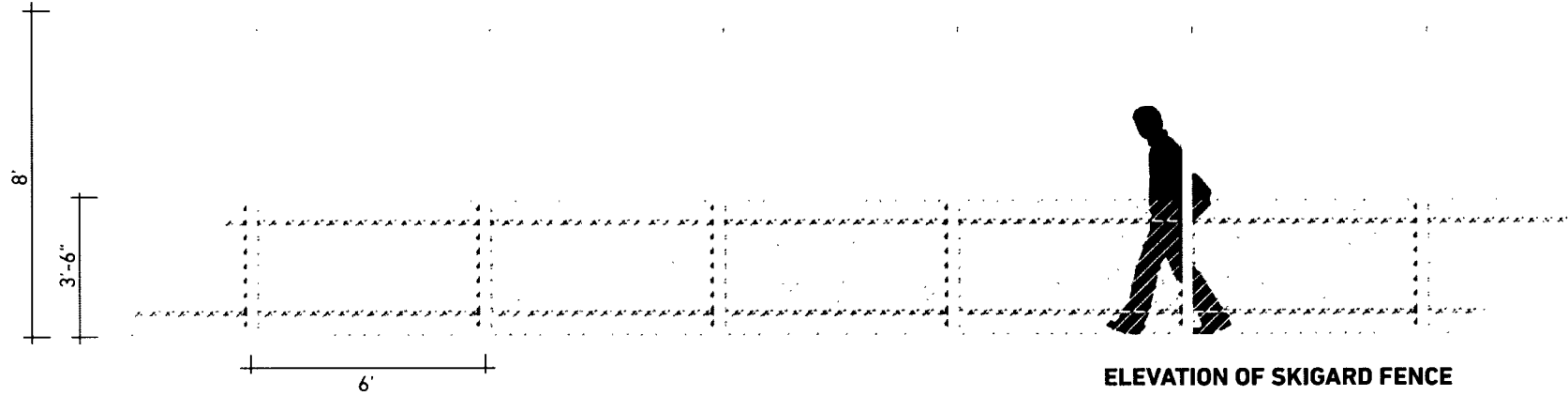


# P.L.O.C. CROSSING

## RIDGE CREEK PARK VISION PLAN

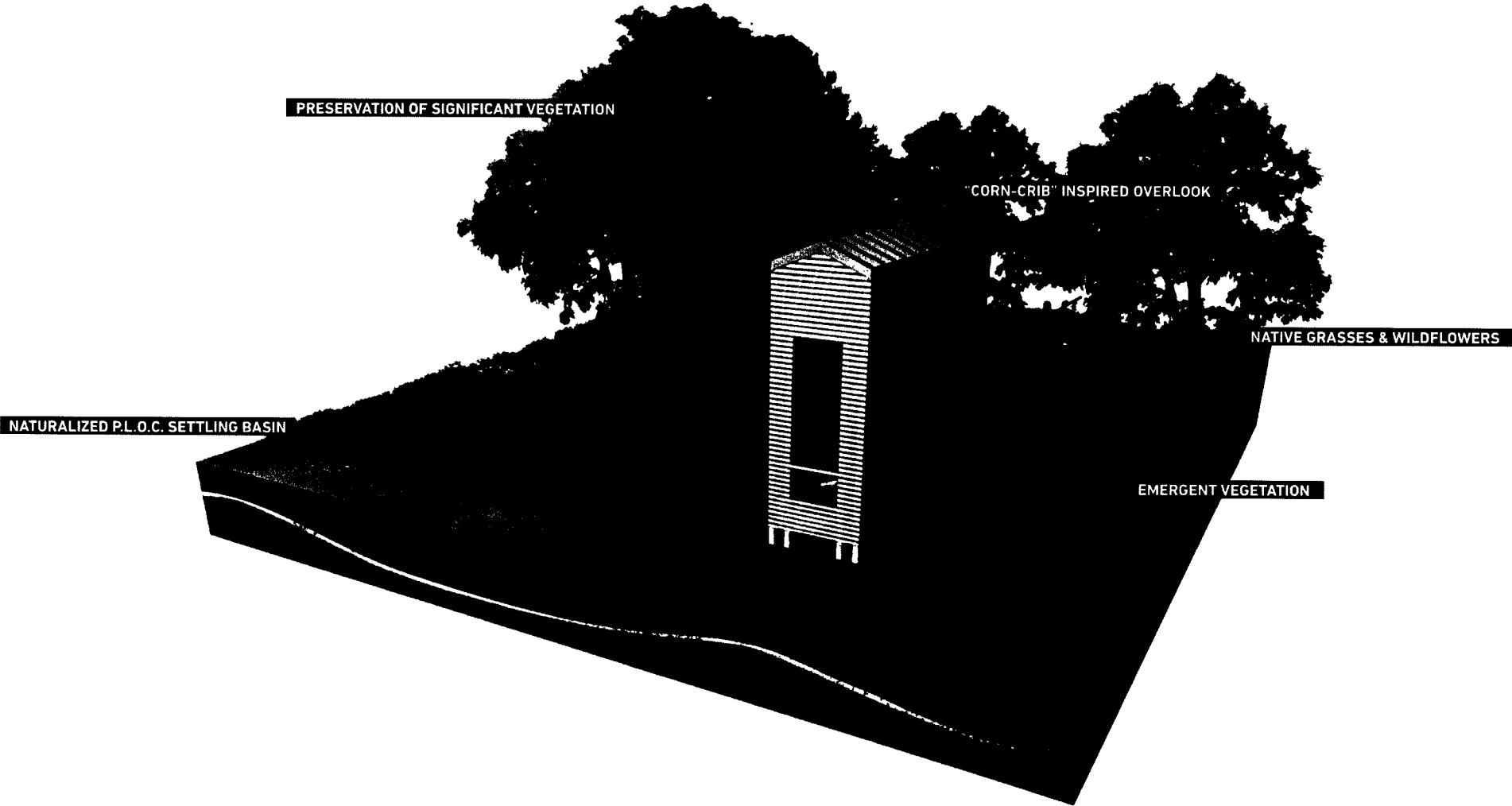


# SKIGARD FENCE CONCEPT



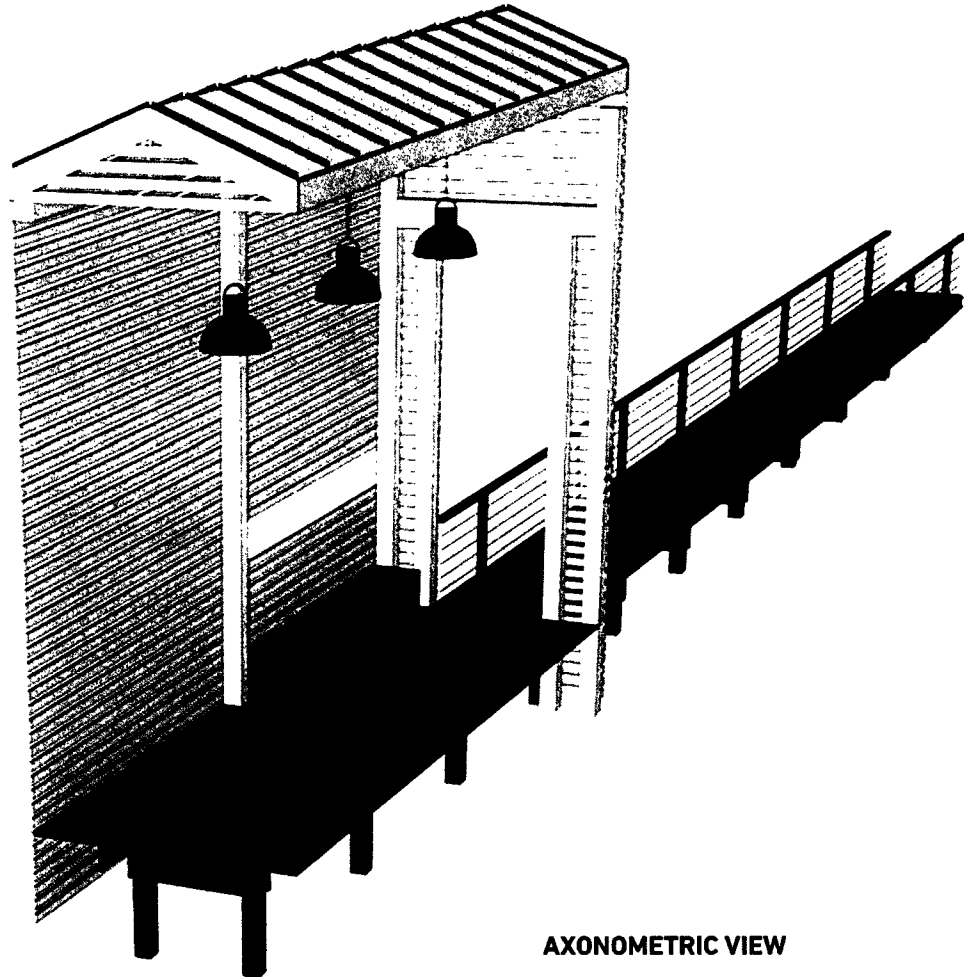
# OVERLOOK

## RIDGE CREEK PARK VISION PLAN



# CORN CRIB OVERLOOK CONCEPT

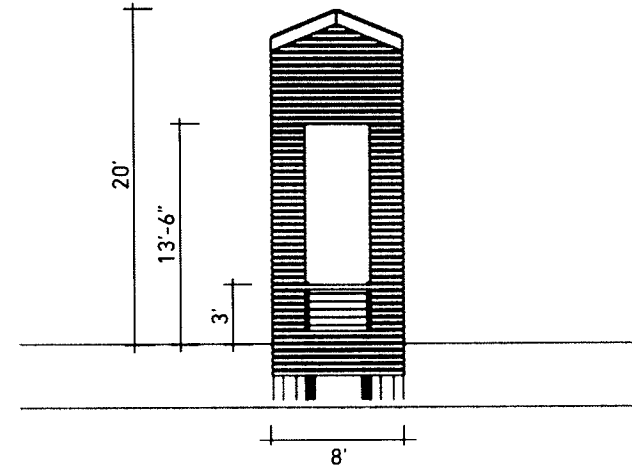
RIDGE CREEK PARK VISION PLAN



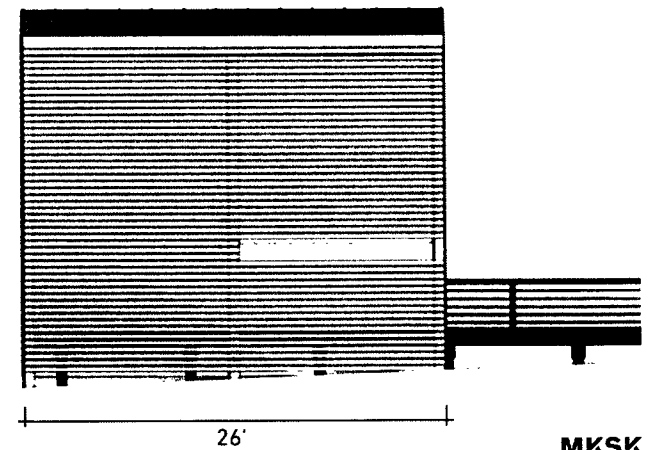
AXONOMETRIC VIEW

RIDGE CREEK PARK VISION PLAN

FRONT ELEVATION



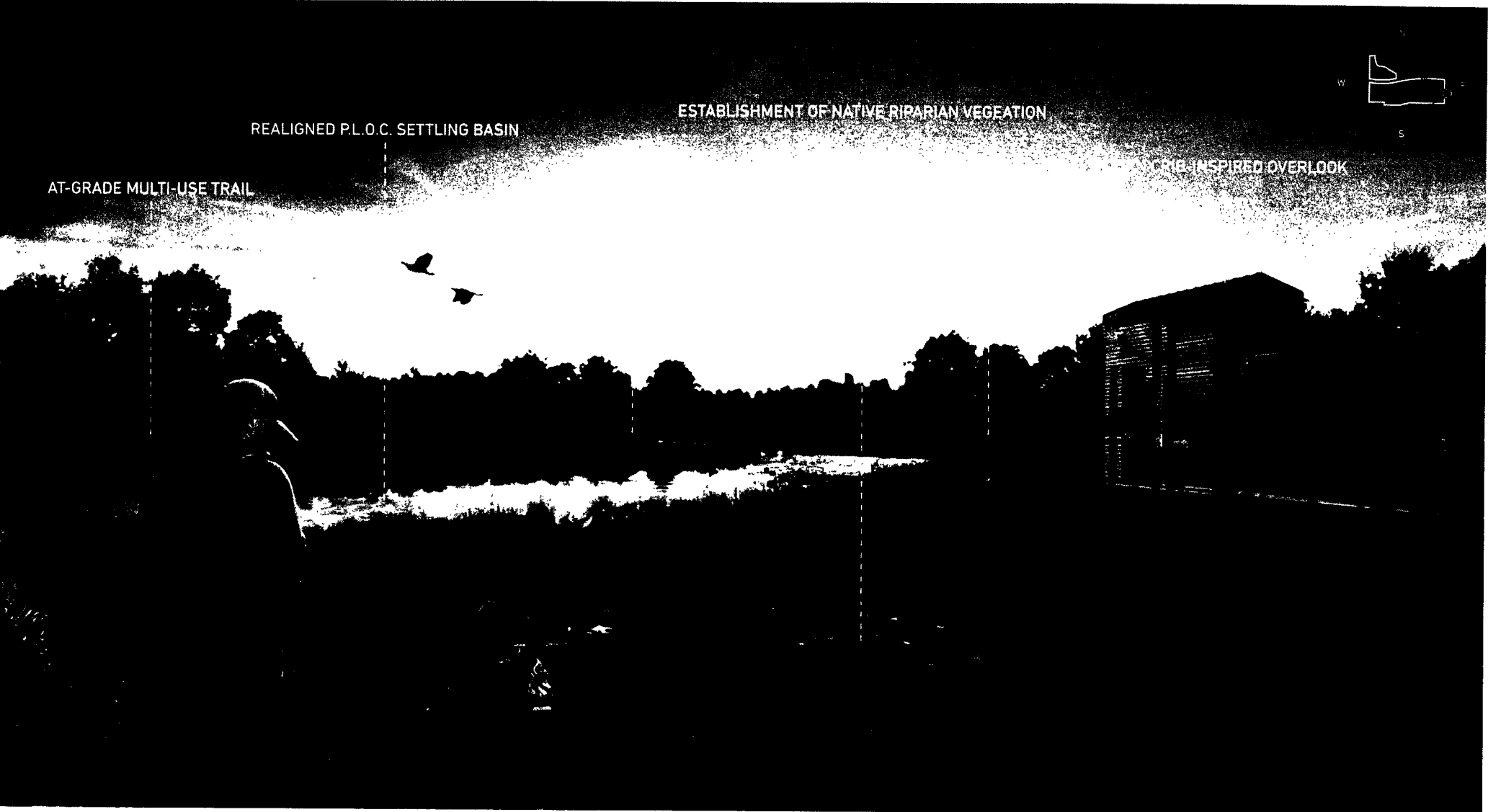
SIDE ELEVATION



MKSK

# VISION FOR RIDGE CREEK PARK

VIEW LOOKING WEST ACROSS SITE FROM RIVERSIDE FIELDS PARK



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 25<sup>th</sup> day of March, 2019, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **MKSK**, 504 Rhett Street, Suite 204, Greenville, SC 29601 ("Consultant").

### Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional services by the Consultant for the City for the following described Project:

PLSL Channel Improvements - Ridge Creek Park PR-19-001

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work and any addenda thereto. The Consultant shall serve as the City's professional consultant in the specified work and shall provide consultation and advice to the City during the performance of its services. The Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. A Consultant requesting a requirement to be waived must have written authorization from the City Engineer and must be incorporated into this agreement.
2. **Time for Performance of Services.** The Consultant will endeavor to perform the services outlined in the work program within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Term.** The term of this Agreement will be from March 25, 2019, through December 31, 2020, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
4. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, attached and made a part of this Agreement, which may be amended from time to time by mutual agreement by City and Consultant. The Consultant's hourly rates must be based on the hourly rates approved by the City.



The Agreement amount shall include all services to be rendered by the Consultant as part of this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the services herein) except for special services authorized in writing by the City. The amount stipulated shall be considered a "Not to Exceed" cost to the City.

The Consultant must keep track of the costs billable under this contract at all times; any work in excess of the negotiated amount shall not be eligible for payment unless preapproved. The Consultant must notify the City if the Consultant anticipates that the negotiated amount might be exceeded, in order to determine whether or not the City is prepared to increase the compensation. This notification and approval must occur in advance of the work occurring to be considered for compensation.

5. **Payment of Fees.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. The monthly billing must summarize the progress of the project as certified by the Consultant. For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount, and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.931. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City. Consultant bills submitted will be paid in the same manner as other claims made to the City.
6. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

7. **Termination.** Termination for Cause. This Agreement may be terminated by City by seven day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses until the effective date of termination.

If, through any cause (except those reasonably beyond Consultant's control), the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulation of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just, equitable compensation for any satisfactory work completed on such documents and other materials prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

In the event this Contract is terminated for cause, then the City may take over and complete the work, by contract or otherwise, and the Consultant and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, any other rights which the City may have.

**Termination Not For Cause.** The City may terminate this Contract at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property. If the Contract is terminated by the City as provided in this paragraph, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments or compensation previously made.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services not Provided for.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
17. **Liability and Indemnity.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his employees, or anyone else for whom he is legally responsible in the performance of this Agreement.

The Consultant assumes full responsibility for relations with its subcontractors, and must hold the City harmless and must defend and indemnify the City, its employees and agents, for any claims, damages, losses, and expenses in any manner caused by such subcontractors, arising out of or connected with this contract.

18. **Insurance.** During the term of this Agreement, Consultant must procure and maintain during the life of this Contract, and provide the City with a certificate of insurance showing, the following coverage for each occurrence and in aggregate:
  - A. Comprehensive General Liability Insurance, including Broad Form Property Damage, Completed Operations and Contractual Liability for limits not less than \$1,500,000 each occurrence for damages of bodily injury or death to one or more persons and \$1,500,000 each occurrence for damage to or destruction of property.
  - B. Insurance coverage for Special Hazards, including but not limited to explosion hazard, collapse hazard, underground property damage hazard, (commonly known as XCU).
  - C. Comprehensive Automobile Liability Insurance, in an amount not less than \$1,500,000 for each occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
  - D. Errors and Omissions Insurance against errors and omissions resulting from the performance of Consultant's work under this Agreement. Said coverage shall be in an amount not less than \$2,000,000 per claim, \$2,000,000 annual aggregate.
  - E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.
  - F. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraphs A, B, and C, and must

receive 30 day written notice in the event of cancellation of any of the specified insurance. If the deductible provisions of the Consultant's coverage or any subcontractor's coverage is questioned by the City, the Consultant shall provide the City, upon request, "Proof of Assets".

This policy must provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

- 19. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.
- 20. **Whole Agreement.** This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

**CITY OF SHAKOPEE**

**MKSK**

By: \_\_\_\_\_  
William H. Reynolds, City Administrator

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

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

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

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

By: \_\_\_\_\_  
Bill Mars, Mayor

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

**MKSK**

504 Rhett Street Ste 204  
Greenville, SC 29601

February 12th, 2019 *Revised March 25, 2019*

Mr. Michael Kerski, Director  
Department of Planning & Development  
City of Shakopee  
485 Gorman Street  
Shakopee, MN 55379

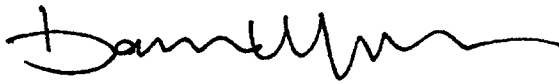
Subject: Ridge Creek Park - Final Design and Engineering Proposal Rev2

Dear Mr. Kerski,

Thank you for the opportunity to further assist you in the development of Ridge Creek Park. The enclosed proposal builds on the 2018 Vision Plan and provides services for final design and engineering.

Please review and let us know if this meets the needs of the City and if you need us to modify any of the content.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darren Meyer", with a long horizontal flourish extending to the right.

Darren Meyer, Principal  
MKSK

## A. Project Information

### **Background & Project Description**

The City of Shakopee has ownership of outlots A & B in the Lennar development at Ridge Creek and intends to develop these outlots as a passive public park that incorporates the existing wetlands, natural features, and that completes important trail connections. Building on the Ridge Creek Park Vision Plan prepared by MKSK and affirmed by City Council in December 2018, the Scope of Services described herein provides for the final design and engineering of the park and the preparation of documents for bidding and construction. Please see Section C for a detailed description of the Scope of Basic Services.

### **Project Location & Boundaries**

Please see Section B for project location and boundaries.

### **Project Budget**

The City of Shakopee has \$3,000,000 budgeted for design and construction.

### **Project Schedule**

Assuming all base information by others is complete and suitable for the project (survey, wetland delineation, subsurface investigation), we anticipate 5 months from Notice-To-Proceed to completion of Construction Documents.

### **Professional Fees & Expenses**

Please see Section D for professional fees broken down by phase and consultant.

### **Project Team**

MKSK will serve as the lead consultant and provide landscape architecture and graphic design (signage and wayfinding) services. Darren Meyer will serve as Principal-in-Charge with Barrett Armstrong serving as Project Manager. Barr Engineering will be a subconsultant to MKSK and provide civil, structural, electrical, environmental and water resources engineering under the direction of Steve Klein, Vice President. The design & engineering phase of the project will be managed through the City of Shakopee Department of Planning & Development under Director Michael Kerski and Senior Planner Joe Widing.

### **Procurement**

The Scope of Basic Services assumes the creation of one set of Construction Drawings and Specifications (Div 2-49) for a single bid package.

### **Meetings**

The Scope of Basic Services assumes six Staff meetings, one City Council or Public Meeting, and two MKSK person-trips during the design phase.

### **Base Information**

The Scope of Basic Services herein assumes that base information prepared for the Lennar development and base information prepared under direct contract with the City will be made available (through the City of Shakopee) to MKSK in electronic format and will be suitable for preparing construction plans:

- Survey (topographic, boundary, utility)
- Record Drawings (stormwater facilities adjacent to wetlands)
- Jurisdictional Delineation of streams and wetlands
- Subsurface Investigation Report

B. Project Location & Boundaries



Scope of Services Area

- Project Extents
- Albarnate - Riverside Fields Park Redesign



## D. Professional Fees & Authorization

**Professional Fees & Expenses:** The Scope of Basic Services described herein will be performed for a time and materials fee not to exceed **\$285,746** inclusive of Direct Project Expenses.

<i>Professional Fees</i>	MKSK	Barr	Total
Site Investigation	\$9,425	\$14,260	\$15,174
Design Development	\$49,971	\$24,680	\$74,651
Water Quality Design	\$0	\$19,680	\$19,680
Construction Documents	\$60,958	\$59,475	\$120,433
Bidding & Permitting	\$3,389	\$6,150	\$9,539
Construction Administration	\$17,118	\$20,640	\$37,758
<b>TOTAL</b>	<b>\$140,861</b>	<b>\$144,885</b>	<b>\$285,746</b>
<i>If Authorized</i>			
Alternate 1	\$12,816	\$5,885	\$18,701
Alternate 2	\$935	\$4,320	\$5,255
Cultural & Historical Inv.	\$311	\$6,330	\$6,644
Env. Assessment Worksheet	\$812	\$28,350	\$29,168
Critical Habitat Survey	\$203	\$990	\$1,193
Env. Investigation Review	\$419	\$1,260	\$1,679

### Authorization

The proposal herein is an agreement between the City of Shakopee ("Client") and MKSK, Inc. (dba MKSK) and authorizes the services as described in this proposal.

Client

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
Date

\_\_\_\_\_  
*Print Name and Title*

MSK2, LLC (dba MKSK)

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
Date

\_\_\_\_\_  
*Print Name and Title*

Laserfiche History

Vendor Number	Vendor Name	Payment Number	Payment Date	Invoice Number	Invoice Date	Invoice Total Amt	JDE Doc Number	PID	Policy Exception	Comments
128282	MKSK	145362	1/23/2020	2191639	1/6/2020	86793.18	131218	541538		

Activity Name	User	Proxy User	Beg Date	End Date
GL Coding	CNASCENE		1/21/2020	1/21/2020
Approval	SLILLEHAUG		1/21/2020	1/22/2020
City Man Approval	BREYNOLDS		1/22/2020	1/22/2020
Finance Review	KMACKLIN		1/22/2020	1/23/2020



# MKSK

462 South Ludlow Alley  
 Columbus, OH 43215  
 614-621-2796

City of Shakopee  
 Kirby Templin  
 ktemplin@shakopeemn.gov  
 CNascene@ShakopeeMN.gov  
 485 Gorman Street  
 Shakopee, MN 55379

Invoice number 2200171  
 Date 03/06/2020  
 Project **s18727.01 Ridge Creek Park.**

Professional Services for the Period ended February 29, 2020:

PLSL Channel Improvements - Ridge Creek Park PR-19-001  
 \*DPE Backup\*

**Professional Fees**

Design Development

	Hours	Rate	Billed Amount
Landscape Architect II	9.00	115.00	1,035.00
Design Development subtotal			1,035.00

Construction Documents

	Hours	Rate	Billed Amount
Landscape Architect II	46.50	115.00	5,347.50
Construction Documents subtotal			5,347.50

Professional Fees subtotal 55.50 6,382.50

**Consultant Fees**

Water Quality Design

	Billed Amount
Barr Engineering Co <i>Barr - 5</i>	1,029.50
Water Quality Design subtotal	1,029.50

Construction Documents

	Billed Amount
Barr Engineering Co <i>Barr - 5</i>	10,994.50
Construction Documents subtotal	10,994.50

Consultant Fees subtotal 12,024.00

# MKSK

City of Shakopee  
Project **s18727.01 Ridge Creek Park.**

Invoice number 2200171  
Date 03/06/2020

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Invoice total **18,406.50**

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# MKSK

City of Shakopee  
Project **s18727.01 Ridge Creek Park.**

Invoice number 2200171  
Date 03/06/2020

## Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Site Investigation	23,685.00	22,708.64	22,708.64	0.00
Design Development	74,331.00	70,497.50	71,532.50	1,035.00
Water Quality Design	20,000.00	12,342.00	13,371.50	1,029.50
Construction Documents	120,433.00	75,899.57	92,241.57	16,342.00
Bidding & Permitting	9,539.00	0.00	0.00	0.00
Construction Administration	37,758.00	0.00	0.00	0.00
Authorized Alternate Task 1	18,701.00	460.00	460.00	0.00
Authorized Alternate Task 2	5,255.00	4,121.50	4,121.50	0.00
Cultural & Historical Inv.	6,641.00	6,037.50	6,037.50	0.00
Reimbursable Expenses	0.00	0.00	0.00	0.00
<b>Total</b>	<b>316,343.00</b>	<b>192,066.71</b>	<b>210,473.21</b>	<b>18,406.50</b>

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2200108	02/28/2020	13,948.15	13,948.15				
2200171	03/06/2020	18,406.50	18,406.50				
	<b>Total</b>	<b>32,354.65</b>	<b>32,354.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Approved by:

Christopher E. Hostettler, C.P.A.  
C.F.O.

*Professional Services for the Period ended February 29, 2020:*



# INVOICE

**Barr Engineering Co.**  
**4300 MarketPointe Drive, Suite 200**  
**Minneapolis, MN 55435**  
**Phone: 952-832-2600; Fax: 952-832-2601**  
**FEIN #: 41-0905995 Inc: 1966**

Darren Meyer  
 MKSK Studios  
 462 South Ludlow Alley  
 Columbus, OH 43215

March 9, 2020  
 Invoice No: 23701086.00 - 5

<b>Total this Invoice</b>	<b>\$12,024.00</b>
---------------------------	--------------------

### Regarding: Ridge Creek Park

This invoice is for professional services related to the Ridge Creek Park project, which included the following jobs:

#### Job 100 – Site Investigations

- Coordination with USACE for permitting
- Coordination with city staff from various departments and MKSK

#### Job 300 – Construction Documents

- Incorporating major pond changes to obtain a USACE nation-wide permit and still provide open water features in the park
- 90% drawing updates to civil, structural, and electrical drawings
- Development of specifications

#### Job 600 - Water Quality Design

- Hydraulic modeling
- Team meetings
- City of Shakopee comment review
- MKSK plan set reviews
- Model QAQC

### Professional Services from January 25, 2020 to February 21, 2020

Job: 300 Construction Documents

#### Labor Charges

	Hours	Rate	Amount
Principal			
Klein, Steven	12.00	195.00	2,340.00
Engineer / Scientist / Specialist III			
Durkee Walker, Rachel	13.20	145.00	1,914.00
Hochscheidt, Michael	12.80	125.00	1,600.00
Nesler, Zachary	1.50	150.00	225.00
Siljenberg, Brian	7.00	145.00	1,015.00
Engineer / Scientist / Specialist II			
Gustafson, Carl	.70	120.00	84.00
Engineer / Scientist / Specialist I			
Beck, Samantha	8.10	90.00	729.00
Brown, Levi	9.70	95.00	921.50
Technician II			
Fitzgerald, Eric	31.50	95.00	2,992.50

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

Project	23701086.00	Ridge Creek Park	Invoice	5
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Support Personnel II				
Nypan, Nyssa	1.00	95.00	95.00	
	97.50		11,916.00	
<b>Subtotal Labor</b>				<b>11,916.00</b>
			<b>Job Subtotal</b>	<b>\$11,916.00</b>

Job: 600 Water Quality Design

**Labor Charges**

	Hours	Rate	Amount	
Engineer / Scientist / Specialist I				
Beck, Samantha	1.20	90.00	108.00	
	1.20		108.00	
<b>Subtotal Labor</b>				<b>108.00</b>
			<b>Job Subtotal</b>	<b>\$108.00</b>
			<b>Total this Invoice</b>	<b>\$12,024.00</b>

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>12,024.00</b>	<b>102,855.46</b>	<b>114,879.46</b>	<b>72,999.68</b>	<b>41,879.78</b>

**Outstanding Invoices**

Invoice	Date	Balance
3	1/15/2020	21,086.38
4	2/18/2020	8,769.40
<b>Total</b>		<b>29,855.78</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact BJ Siljenberg, your Barr project manager, at 952.842.3615 or email at [bsiljenberg@barr.com](mailto:bsiljenberg@barr.com).



Hours Distribution By Project

MKSK

MKSK  
Sort order: Project  
Limit by: No limit

Friday, March 6, 2020  
Page 1

Date Range from: 2/24/2020 to 2/28/2020

Project	Description	Status	Total	Billed	Total WIP	Work in Progress			Non Billable	Writeoff
						Billable	Deferred	Hold		
s18727.01	Ridge Creek Park.	A	55.50	55.50		0.00	0.00	0.00	0.00	0.00

Hours Distribution By Project

MKSK

MKSK

Sort order: Project  
Limit by: No limit

Friday, March 6, 2020  
Page 1

Date Range from: 2/24/2020 to 2/28/2020

Project	Description	Status	Total	Billed	Total WIP	Work In Progress			Writeoff
						Billable	Deferred	Hold	
s18727.01	Ridge Creek Park.	A	55.50	55.50					
	Design Development		9.00	9.00					
	MKSK - 2	A	9.00	9.00					
	Construction Documents		46.50	46.50					
	MKSK - 4	A	46.50	46.50					
			55.50	55.50					

Ridge Creek Park

Design Development

MKSK 2

Date Range from 2/24/2020 to 2/28/2020

Work in Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
<b>Barrett M. Armstrong</b>	<b>9.00</b>	<b>9.00</b>						
<b>Billable Time - Project Management</b>	<b>9.00</b>	<b>9.00</b>						
	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	2/24/2020	2.00	2.00					
	2/25/2020	3.00	3.00					
	2/26/2020	4.00	4.00					
<b>Total</b>	<b>9.00</b>	<b>9.00</b>						

Ridge Creek Park

Construction Documents

MKSK - 4

Date Range from: 2/24/2020 to 2/28/2020





Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
<b>Barrett M. Armstrong</b>	<b>4.00</b>	<b>4.00</b>						
<b>Billable Time - Project Management</b>	<b>4.00</b>	<b>4.00</b>						
Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
2/27/2020	4.00	4.00						
<b>Haotling Shi</b>	<b>27.00</b>	<b>27.00</b>						
<b>Billable Time - General</b>	<b>27.00</b>	<b>27.00</b>						
Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
2/25/2020	8.00	8.00						
2/26/2020	8.00	8.00						
2/27/2020	8.00	8.00						
2/28/2020	3.00	3.00						
<b>Kristina L. Granlund</b>	<b>15.50</b>	<b>15.50</b>						
<b>Billable Time - General</b>	<b>15.50</b>	<b>15.50</b>						
Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
2/24/2020	0.50	0.50						
2/25/2020	0.50	0.50						
2/27/2020	7.00	7.00						
2/28/2020	7.50	7.50						
<b>Total</b>	<b>46.50</b>	<b>46.50</b>						

## Laserfiche History

Vendor Number	Vendor Name	Payment Number	Payment Date	Invoice Number	Invoice Date	Invoice Total Amt	JDE Doc Number	PID	Policy Exception	Comments
128282	MKSK	146010	3/19/2020	2200171	3/6/2020	18406.50	132428	564887		

Activity Name	User	Proxy User	Beg Date	End Date
GL Coding	CNASCENE		3/11/2020	3/11/2020
Approval	SLILLEHAUG		3/11/2020	3/12/2020
Finance Review	KMACKLIN		3/12/2020	3/19/2020

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div	
 * 1 4 7 2 4 9 *			 * 1 2 8 2 8 2 *			 * 6 - 2 5 - 2 0 2 0 *										
 * M K S K *																
<b>147249</b>	6/25/2020		<b>128282 MKSK</b>													
		8,388.68	462 SOUTH LUDLOW ALLEY													
		8,388.68	COLUMBUS		OH 43215											
					134769	2200697	6862	6765			IMPROVEMENTS/INFRASTRUCTURE PR19-001 RIDGE CR PK- PLS		04020		46	

# MKSK

462 South Ludlow Alley  
 Columbus, OH 43215  
 614-621-2796

City of Shakopee  
 Kirby Templin  
 ktemplin@shakopeemn.gov  
 CNascene@ShakopeeMN.gov  
 485 Gorman Street  
 Shakopee, MN 55379

Invoice number 2200697  
 Date 06/16/2020  
 Project **s18727.01 Ridge Creek Park.**

Professional Services for the Period ended May 31, 2020:

PLSL Channel Improvements - Ridge Creek Park PR-19-001  
 \*DPE Backup\*

**Professional Fees**

Construction Documents

	Hours	Rate	Billed Amount
Landscape Architect II	18.50	115.00	2,127.50
Landscape Architect III	7.00	125.00	875.00
Construction Documents subtotal			3,002.50

Bidding & Permitting

	Hours	Rate	Billed Amount
Associate	1.00	150.00	150.00
Landscape Architect II	7.00	115.00	805.00
Bidding & Permitting subtotal			955.00

Professional Fees subtotal 33.50 3,957.50

**Consultant Fees**

Water Quality Design

	Billed Amount
Barr Engineering Co	2,251.00
<i>Barr Engineering - 6</i>	
Water Quality Design subtotal	2,251.00

Construction Documents

	Billed Amount
Barr Engineering Co	2,180.18
<i>Barr Engineering - 6</i>	

# MKSK

City of Shakopee  
Project **s18727.01 Ridge Creek Park.**

Invoice number 2200697  
Date 06/16/2020

---

## Consultant Fees

Construction Documents subtotal 2,180.18

Consultant Fees subtotal 4,431.18

Invoice total **8,388.68**



# MKSK

City of Shakopee  
 Project **s18727.01 Ridge Creek Park.**

Invoice number 2200697  
 Date 06/16/2020

## Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Site Investigation	23,685.00	23,685.00	23,685.00	0.00
Design Development	74,331.00	74,331.00	74,331.00	0.00
Water Quality Design	20,000.00	13,371.50	15,622.50	2,251.00
Construction Documents	120,433.00	115,250.32	120,433.00	5,182.68
Bidding & Permitting	9,539.00	500.00	1,455.00	955.00
Construction Administration	37,758.00	0.00	0.00	0.00
Authorized Alternate Task 1	18,701.00	920.00	920.00	0.00
Authorized Alternate Task 2	5,255.00	4,121.50	4,121.50	0.00
Cultural & Historical Inv.	6,641.00	6,037.50	6,037.50	0.00
Reimbursable Expenses	0.00	0.00	0.00	0.00
<b>Total</b>	<b>316,343.00</b>	<b>238,216.82</b>	<b>246,605.50</b>	<b>8,388.68</b>

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2200637	05/15/2020	6,917.50		6,917.50			
2200697	06/16/2020	8,388.68	8,388.68				
	Total	15,306.18	8,388.68	6,917.50	0.00	0.00	0.00

Approved by:

Christopher E. Hostettler, C.P.A.  
 C.F.O.

*Professional Services for the Period ended May 31, 2020:*

Hours Distribution By Project

MKSK

MKSK

Sort order: Project  
Limit by: No limit

Tuesday, June 16, 2020  
Page 1

Date Range from: 5/1/2020 to 5/31/2020

Project	Description	Status	Total	Billed	Total WIP	Work In Progress			Non Billable	Writeoff
						Billable	Deferred	Hold		
s18727.01	Ridge Creek Park	A	33.50	33.50		0.00	0.00	0.00	0.00	0.00
			33.50	33.50		0.00	0.00	0.00	0.00	0.00

Hours Distribution By Project

MKSK

MKSK

Sort order: Project  
Limit by: No limit

Tuesday, June 16, 2020

Page 1

Date Range from: 5/1/2020 to 5/31/2020

Project	Description	Status	Total	Billed	Total WIP	Work In Progress			Non Billable	Writeoff
						Billable	Deferred	Hold		
s18727.01	Ridge Creek Park	A	33.50	33.50						
	Construction Documents		25.50	25.50						
	MKSK - 4	A	25.50	25.50						
	Bidding & Permitting		8.00	8.00						
	MKSK - 5	A	8.00	8.00						
			33.50	33.50						

Ridge Creek Park

Construction Documents

MKSK A

Date Range from: 5/1/2020 to 5/31/2020

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
<b>Barrett M. Armstrong</b>	<b>16.00</b>	<b>16.00</b>						
<b>Billable Time - General</b>	<b>7.00</b>	<b>7.00</b>						
<b>Billable Time - Project Management</b>	<b>9.00</b>	<b>9.00</b>						
<b>Kristina L. Granlund</b>	<b>9.50</b>	<b>9.50</b>						
<b>Billable Time - General</b>	<b>9.50</b>	<b>9.50</b>						
<b>Total</b>	<b>25.50</b>	<b>25.50</b>						

Ridge Creek Park

Construction Documents

MKSK 4

Date Range from: 5/1/2020 to 5/31/2020

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff	
<b>Barrett M. Armstrong</b>	<b>16.00</b>	<b>16.00</b>							
<b>Billable Time - General</b>	<b>7.00</b>	<b>7.00</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	5/4/2020	1.00	1.00						
	5/5/2020	4.00	4.00						
	5/8/2020	2.00	2.00						
<b>Billable Time - Project Management</b>	<b>9.00</b>	<b>9.00</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	5/11/2020	2.00	2.00						
	5/13/2020	2.00	2.00						
	5/14/2020	1.00	1.00						
	5/18/2020	2.50	2.50						
	5/19/2020	1.50	1.50						
<b>Kristina L. Granlund</b>	<b>9.50</b>	<b>9.50</b>							
<b>Billable Time - General</b>	<b>9.50</b>	<b>9.50</b>							
	<b>Date</b>	<b>Total</b>	<b>Billed</b>	<b>WIP Total</b>	<b>Billable</b>	<b>Deferred</b>	<b>Hold</b>	<b>Non Billable</b>	<b>Writeoff</b>
	5/6/2020	1.00	1.00						
	5/14/2020	4.25	4.25						
	5/15/2020	4.25	4.25						
<b>Total</b>	<b>25.50</b>	<b>25.50</b>							

Ridge Creek Park

Bidding & Permitting

MKSK 5

Date Range from: 5/1/2020 to 5/31/2020

Work in Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
<b>Barrett M. Armstrong</b>	<b>7.00</b>	<b>7.00</b>						
<b>Billable Time - Project Management</b>	<b>7.00</b>	<b>7.00</b>						
<b>Donald L. Jewett</b>	<b>1.00</b>	<b>1.00</b>						
<b>Billable Time - General</b>	<b>1.00</b>	<b>1.00</b>						
<b>Total</b>	<b>8.00</b>	<b>8.00</b>						

Ridge Creek Park

Bidding & Permitting

MKSK 5

Date Range from: 5/1/2020 to 5/31/2020

Work In Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
<b>Barrett M. Armstrong</b>	<b>7.00</b>	<b>7.00</b>						
<b>Billable Time - Project Management</b>	<b>7.00</b>	<b>7.00</b>						
Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
5/4/2020	1.00	1.00						
5/6/2020	2.00	2.00						
5/7/2020	2.00	2.00						
5/8/2020	2.00	2.00						
<b>Donald L. Jewett</b>	<b>1.00</b>	<b>1.00</b>						
<b>Billable Time - General</b>	<b>1.00</b>	<b>1.00</b>						
Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
5/14/2020	1.00	1.00						
<b>Total</b>	<b>8.00</b>	<b>8.00</b>						



# INVOICE

Barr Engineering Co.  
 4300 MarketPointe Drive, Suite 200  
 Minneapolis, MN 55435  
 Phone: 952-832-2600; Fax: 952-832-2601  
 FEIN #: 41-0905995 Inc: 1966

Darren Meyer  
 MKSK Studios  
 462 South Ludlow Alley  
 Columbus, OH 43215

June 8, 2020  
 Invoice No: 23701086.00 - 6

<b>Total this Invoice</b>	<b>\$8,292.00</b>
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**Regarding: Ridge Creek Park**

This invoice is for professional services related to the Ridge Creek Park project, which included the following jobs:

**Job 300 – Construction Documents**

- 90% drawing updates to civil, structural, and electrical drawings
- Development of specifications
- Permit coordination

**Job 600 - Water Quality Design**

- Hydraulic modeling
- Team meetings
- City of Shakopee comment review
- MKSK plan set reviews
- Model QAQC

Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget
\$14,260.00	\$898.00	\$13,321.14	\$14,219.14	\$40.86
\$24,680.00	\$2,542.50	\$22,085.50	\$24,628.00	\$52.00
\$59,475.00	\$2,600.50	\$56,863.82	\$59,464.32	\$10.68
\$6,150.00	\$0.00	\$0.00	\$0.00	\$6,150.00
\$20,640.00	\$0.00	\$0.00	\$0.00	\$20,640.00
\$19,680.00	\$2,251.00	\$12,450.00	\$14,701.00	\$4,979.00
\$5,885.00	\$0.00	\$0.00	\$0.00	\$5,885.00
\$4,320.00	\$0.00	\$4,121.50	\$4,121.50	\$198.50
\$6,330.00	\$0.00	\$6,037.50	\$6,037.50	\$292.50
<b>\$161,420.00</b>	<b>\$8,292.00</b>	<b>\$114,879.46</b>	<b>\$123,171.46</b>	<b>\$46,540.54</b>

**Professional Services from February 22, 2020 to March 20, 2020**

Job: 100 Site Investigation

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	1.00	195.00	195.00
Engineer / Scientist / Specialist IV			
Albrecht, Brian	.50	170.00	85.00
Engineer / Scientist / Specialist III			
Hochscheidt, Michael	3.90	125.00	487.50
Siljenberg, Brian	.90	145.00	130.50
	6.30		898.00

**Subtotal Labor**

**898.00**

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



**Job Subtotal                    \$898.00**

Job:                    200                    Design Development

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	1.00	195.00	195.00
Engineer / Scientist / Specialist III			
Durkee Walker, Rachel	1.40	145.00	203.00
Nesler, Zachary	2.00	150.00	300.00
Siljenberg, Brian	4.10	145.00	594.50
Engineer / Scientist / Specialist II			
Gustafson, Carl	2.50	120.00	300.00
Technician II			
Fitzgerald, Eric	10.00	95.00	950.00
	21.00		2,542.50
<b>Subtotal Labor</b>			<b>2,542.50</b>
			<b>Job Subtotal                    \$2,542.50</b>

Job:                    300                    Construction Documents

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	3.00	195.00	585.00
Engineer / Scientist / Specialist III			
Durkee Walker, Rachel	.40	145.00	58.00
Hochscheidt, Michael	4.30	125.00	537.50
Nesler, Zachary	.50	150.00	75.00
Siljenberg, Brian	1.50	145.00	217.50
Engineer / Scientist / Specialist II			
Oftelie, Neil	2.00	105.00	210.00
Engineer / Scientist / Specialist I			
Beck, Samantha	2.00	90.00	180.00
Technician III			
Oslund, Steve	3.00	135.00	405.00
Technician II			
Fitzgerald, Eric	3.50	95.00	332.50
	20.20		2,600.50
<b>Subtotal Labor</b>			<b>2,600.50</b>
			<b>Job Subtotal                    \$2,600.50</b>

Job:                    600                    Water Quality Design

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	3.00	195.00	585.00
Engineer / Scientist / Specialist III			
Siljenberg, Brian	.30	145.00	43.50

Project	23701086.00	Ridge Creek Park	Invoice	6
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Engineer / Scientist / Specialist I				
Beck, Samantha	12.00	90.00	1,080.00	
Technician III				
Oslund, Steve	.50	135.00	67.50	
Support Personnel II				
Huffman, Yvonne	5.00	95.00	475.00	
	20.80		2,251.00	
<b>Subtotal Labor</b>				<b>2,251.00</b>
				<b>Job Subtotal</b>
				<b>\$2,251.00</b>
				<b>Total this Invoice</b>
				<b>\$8,292.00</b>

	<b>Current</b>	<b>Prior</b>	<b>Total</b>	<b>Received</b>	<b>A/R Balance</b>
<b>Invoiced to Date</b>	<b>8,292.00</b>	<b>114,879.46</b>	<b>123,171.46</b>	<b>114,879.46</b>	<b>8,292.00</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact BJ Siljenberg, your Barr project manager, at 952.842.3615 or email at [bsiljenberg@barr.com](mailto:bsiljenberg@barr.com).

# Billing Backup

Monday, June 8, 2020

Barr Engineering Co. Invoice 6 Dated 6/8/2020 10:55:14 AM

Job: 100 Site Investigation

**Labor Charges**

				Hours	Rate	Amount	
Principal							
Principal							
SMK	0:MN - 1 - Klein, Steven	2/28/2020		1.00	195.00	195.00	
Engineer / Scientist / Specialist IV							
Engineer / Scientist / Specialist IV							
BAA	0:MN - 11 - Albrecht, Brian	2/28/2020		.50	170.00	85.00	
geotech review for MH box culvert calcs							
Engineer / Scientist / Specialist III							
Engineer / Scientist / Specialist III							
MDH	0:MN - 3 - Hochscheidt, Michael	2/28/2020		3.90	125.00	487.50	
Earthwork and culvert specs							
BJS	0:MN - 3 - Siljenberg, Brian	2/25/2020		.90	145.00	130.50	
Team meeting and followup schedule coordination							
				6.30		898.00	
<b>Subtotal Labor</b>							<b>898.00</b>
						<b>Job Subtotal</b>	<b>\$898.00</b>

Job: 200 Design Development

**Labor Charges**

				Hours	Rate	Amount	
Principal							
Principal							
SMK	0:MN - 1 - Klein, Steven	2/27/2020		1.00	195.00	195.00	
Engineer / Scientist / Specialist III							
Engineer / Scientist / Specialist III							
REW	0:MN - 3 - Durkee Walker, Rachel	2/28/2020		1.40	145.00	203.00	
Meeting with BJ to discuss budget; follow up re: permitting							
ZMN	0:MN - 3 - Nesler, Zachary	2/27/2020		.50	150.00	75.00	
ZMN	0:MN - 3 - Nesler, Zachary	2/28/2020		1.50	150.00	225.00	
redlines							
BJS	0:MN - 3 - Siljenberg, Brian	2/25/2020		2.20	145.00	319.00	
Comcrib structural comp updates/drawing redlines							
BJS	0:MN - 3 - Siljenberg, Brian	2/28/2020		1.90	145.00	275.50	
Comcrib structural comp updates/drawing redlines							

Engineer / Scientist / Specialist II					
Engineer / Scientist / Specialist II					
CEG	0:MN - 4 - Gustafson, Carl	2/28/2020	2.50	120.00	300.00
Cost Estimate Review					
Technician II					
Technician II					
EPF	0:MN - 7 - Fitzgerald, Eric	2/25/2020	4.00	95.00	380.00
plan set edits					
EPF	0:MN - 7 - Fitzgerald, Eric	2/28/2020	6.00	95.00	570.00
plan set edits					
			21.00		2,542.50
<b>Subtotal Labor</b>					<b>2,542.50</b>
				<b>Job Subtotal</b>	<b>\$2,542.50</b>

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Job:                   300                   Construction Documents

**Labor Charges**

			Hours	Rate	Amount
Principal					
Principal					
SMK	0:MN - 1 - Klein, Steven	2/26/2020	3.00	195.00	585.00
Engineer / Scientist / Specialist III					
Engineer / Scientist / Specialist III					
REW	C:AZ - 3 - Durkee Walker, Rachel	2/25/2020	.20	145.00	29.00
team communication					
REW	C:AZ - 3 - Durkee Walker, Rachel	2/26/2020	.20	145.00	29.00
team communication					
MDH	0:MN - 3 - Hochscheidt, Michael	2/25/2020	1.30	125.00	162.50
Earthwork and culvert specs					
MDH	0:MN - 3 - Hochscheidt, Michael	2/26/2020	3.00	125.00	375.00
Earthwork and culvert specs					
ZMN	0:MN - 3 - Nesler, Zachary	2/25/2020	.50	150.00	75.00
team meeting/lighting with Neil					
BJS	0:MN - 3 - Siljenberg, Brian	2/24/2020	.50	145.00	72.50
schedule/budget review/tracking					
BJS	0:MN - 3 - Siljenberg, Brian	2/24/2020	.50	145.00	72.50
Concrib structural comp updates/drawing redlines					
BJS	0:MN - 3 - Siljenberg, Brian	2/28/2020	.50	145.00	72.50
Env scope conversation					

Engineer / Scientist / Specialist II					
Engineer / Scientist / Specialist II					
NAO	0:MN - 4 - Oftelie, Neil	2/26/2020	2.00	105.00	210.00
Lighting					
Engineer / Scientist / Specialist I					
Engineer / Scientist / Specialist I					
SAB2	0:MN - 5 - Beck, Samantha	2/24/2020	2.00	90.00	180.00
Model 2 ponds scenario					
Technician III					
Technician III					
SWO	0:MN - 6 - Oslund, Steve	2/26/2020	3.00	135.00	405.00
Redlines					
Technician II					
Technician II					
EPF	0:MN - 7 - Fitzgerald, Eric	2/24/2020	3.50	95.00	332.50
sheet set edits					
			20.20		2,600.50
<b>Subtotal Labor</b>					<b>2,600.50</b>
<b>Job Subtotal</b>					<b>\$2,600.50</b>

-----  
Job:                   600                   Water Quality Design

**Labor Charges**

			Hours	Rate	Amount
Principal					
Principal					
SMK	0:MN - 1 - Klein, Steven	3/20/2020	3.00	195.00	585.00
Update memorandum for City to provide LMRWD and BWSR					
Engineer / Scientist / Specialist III					
Engineer / Scientist / Specialist III					
BJS	0:MN - 3 - Siljberg, Brian	2/27/2020	.30	145.00	43.50
Call with Barrett, discussing scope/schedule					
Engineer / Scientist / Specialist I					
Engineer / Scientist / Specialist I					
SAB2	0:MN - 5 - Beck, Samantha	3/16/2020	6.00	90.00	540.00
Revising sediment loading calculations/TSS/TP based on BEHI index, creating spreadsheets, remaking tables, text edits to memo.					
SAB2	0:MN - 5 - Beck, Samantha	3/17/2020	1.50	90.00	135.00
Revising sediment loading calculations/TSS/TP based on BEHI index, creating spreadsheets, remaking tables, text edits to memo.					
SAB2	0:MN - 5 - Beck, Samantha	3/19/2020	4.50	90.00	405.00
Water quality memo updates and talking with Steve					
Technician III					
Technician III					
SWO	0:MN - 6 - Oslund, Steve	2/27/2020	.50	135.00	67.50
Redlines					

Support Personnel II

Support Personnel II

YMH	0:MN - 9 - Huffman, Yvonne	3/17/2020	4.50	95.00	427.50
YMH	0:MN - 9 - Huffman, Yvonne	3/19/2020	.50	95.00	47.50
	Ridge Creek Mark Memos				
	Ridge Creek Mark Memos				
			20.80		2,251.00

**Subtotal Labor**

**2,251.00**

**Job Subtotal**

**\$2,251.00**

**Total this Invoice**

**\$8,292.00**

**Total this Report**

**\$8,292.00**

**Laserfiche History Report (generated using the Reporting Agent)**





Vendor Number: 128282  
Vendor Name: MKSK  
Payment Number: 147249  
Payment Date: 06/25/2020  
Invoice Number: 2200697  
Invoice Date: 06/16/2020  
Invoice Total Amount: \$8388.68  
JDE Doc Number: 134769  
PID: 601976  
Comments:

Activity Name	User	Proxy User	Bag Date	End Date
GL Coding	CNASCENE		06/18/2020	06/19/2020
Approval	SLILLEHAUG		06/19/2020	06/22/2020
Finance Review	kmacklin		06/22/2020	06/25/2020

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

4/22/2021 - 4/23/2021

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div	
 * 1 5 0 4 6 4 *			 * 1 2 8 2 8 2 *			 * 4 - 2 2 - 2 0 2 1 *										
 * M K S K *																
<b>150464</b>	4/22/2021		<b>128282 MKSK</b>													
			462 SOUTH LUDLOW ALLEY													
			COLUMBUS		OH 43215											
		40,106.51				141161 2210131	6862	6765			IMPROVEMENTS/INFRASTRUCTURE PR19-001 RIDGE CR PK- PLS		04020		46	
		40,106.51														

X





462 South Ludlow Alley  
 Columbus, OH 43215  
 614-621-2796

City of Shakopee  
 Kirby Templin  
 ktemplin@shakopeemn.gov  
 CNascene@ShakopeeMN.gov  
 485 Gorman Street  
 Shakopee, MN 55379

Invoice number 2210131  
 Date 02/24/2021  
 Project s18727.01 Ridge Creek Park.

Professional Services for the Period ended February 28, 2021:

PLSL Channel Improvements - Ridge Creek Park PR-19-001  
 \*DPE Backup\*

**Professional Fees**

Construction Administration

	Hours	Rate	Billed Amount
Landscape Architect II	27.75	115.00	3,191.25
Landscape Architect III	46.00	125.00	5,750.00
Construction Administration subtotal			8,941.25
Professional Fees subtotal	73.75		8,941.25

**Consultant Fees**

Water Quality Design

	Billed Amount
Barr Engineering Co <i>Barr Engineering - 7</i>	4,377.50
Water Quality Design subtotal	4,377.50

Bidding & Permitting

	Billed Amount
Barr Engineering Co <i>Barr Engineering - 7</i>	6,148.00
Bidding & Permitting subtotal	6,148.00

Construction Administration

	Billed Amount
Barr Engineering Co <i>Barr Engineering - 9</i>	20,639.76

# MKSK

City of Shakopee  
Project **s18727.01 Ridge Creek Park.**

Invoice number 2210131  
Date 02/24/2021

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**Consultant Fees**

Construction Administration subtotal 20,639.76

Consultant Fees subtotal 31,165.26

Invoice total 40,106.51

# MKSK

City of Shakopee  
 Project s18727.01 Ridge Creek Park.

Invoice number 2210131  
 Date 02/24/2021

## Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Site Investigation	23,685.00	23,685.00	23,685.00	0.00
Design Development	74,331.00	94,978.55	94,978.55	0.00
Water Quality Design	20,000.00	15,622.50	20,000.00	4,377.50
Construction Documents	120,433.00	182,217.45	182,217.45	0.00
Bidding & Permitting	9,539.00	3,388.75	9,536.75	6,148.00
Construction Administration	37,758.00	0.00	29,581.01	29,581.01
Authorized Alternate Task 1	18,701.00	920.00	920.00	0.00
Authorized Alternate Task 2	5,255.00	4,121.50	4,121.50	0.00
Cultural & Historical Inv.	6,641.00	6,037.50	6,037.50	0.00
Additional Services	82,432.00	0.00	0.00	0.00
Reimbursable Expenses	0.00	0.00	0.00	0.00
<b>Total</b>	<b>398,775.00</b>	<b>330,971.25</b>	<b>371,077.76</b>	<b>40,106.51</b>

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2210131	02/24/2021	40,106.51		40,106.51			
	<b>Total</b>	<b>40,106.51</b>	<b>0.00</b>	<b>40,106.51</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Approved by:

Christopher E. Hostettler, C.P.A.  
 C.F.O.

*Professional Services for the Period ended February 28, 2021:*

**Ridge Creek Park**

Construction Administration  
MCKS 2.0

Date Range from: 12/1/2020 to 02/28/2021

Work in Progress

Employee/Activity	Total	Billed	WIP Total	Billable	Deferred	Hold	Non-Billable	W/Incon
<b>Barrett M. Armstrong</b>	<b>46.00</b>	<b>46.00</b>		<b>46.00</b>				
<b>Billable Time - Project Management</b>	<b>46.00</b>	<b>46.00</b>		<b>46.00</b>				
<b>Kristina L. Granlund</b>	<b>27.75</b>	<b>27.75</b>		<b>27.75</b>				
<b>Billable Time - General</b>	<b>27.75</b>	<b>27.75</b>		<b>27.75</b>				
<b>Total</b>	<b>73.75</b>	<b>73.75</b>		<b>73.75</b>				

Ridge Creek Park

Construction Administration

NKSR - 6

Date Range from: 12/1/2020 to 02/28/2021

Work in Progress

Employee/Activity      Total      Billed      WIP Total      Billable      Deferred      Hold      Non Billable      Writeoff

Barrett M. Armstrong      46.00      46.00

    Billable Time - Project Management      46.00      46.00

Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
12/1/2020	0.50							
12/9/2020	0.50							
12/15/2020	1.00							
12/17/2020	3.00							
1/4/2021	1.00							
1/5/2021	1.50							
1/6/2021	1.00							
1/7/2021	0.50							
1/8/2021	1.00							
1/11/2021	0.50							
1/12/2021	1.00							
1/13/2021	1.00							
1/14/2021	0.50							
1/18/2021	1.00							
1/19/2021	3.00							
1/20/2021	1.50							
1/21/2021	1.50							
1/26/2021	1.50							
1/27/2021	3.00							
1/28/2021	2.00							
1/29/2021	3.50							
2/1/2021	4.00							
2/2/2021	5.50							
2/4/2021	1.50							
2/9/2021	1.50							
2/11/2021	2.50							
2/12/2021	1.00							

Kristina L. Granlund      27.75      27.75

    Billable Time - General      27.75      27.75

Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
1/19/2021	0.50							
1/20/2021	0.25							
1/27/2021	6.50							
1/28/2021	4.00							
1/29/2021	3.00							
2/2/2021	9.50							
2/4/2021	2.00							
2/10/2021	2.00							

**Total      73.75      73.75**



# INVOICE

Barr Engineering Co.  
 4300 MarketPointe Drive, Suite 200  
 Minneapolis, MN 55435  
 Phone: 952-832-2600; Fax: 952-832-2601  
 FEIN #: 41-0905995 Inc: 1966

Darren Meyer  
 MKSK Studios  
 462 South Ludlow Alley  
 Columbus, OH 43215

November 20, 2020  
 Invoice No: 23701086.00 - 7

<b>Total this Invoice</b>	<b>\$11,229.15</b>
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### Regarding: Ridge Creek Park

This invoice is for professional services related to the Ridge Creek Park project, which included the following jobs:

#### Job 400 - Bidding and Permitting

- Assembling bid documents
- Addressing stakeholder comments

#### Job 600 - Water Quality Design

- Hydraulic modeling
- Team meetings
- City of Shakopee comment review
- MKSK plan set reviews
- Model QAQC

Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget
Site Investigation	\$14,260.00	\$0.00	\$14,219.14	\$14,219.14	\$40.86
Design Development	\$24,680.00	\$0.00	\$24,628.00	\$24,628.00	\$52.00
Construction Documents	\$59,475.00	\$120.65	\$59,464.32	\$59,584.97	-\$109.97
Bidding & Permitting	\$6,150.00	\$6,148.00	\$0.00	\$6,148.00	\$2.00
Construction Administration	\$20,640.00	\$0.00	\$0.00	\$0.00	\$20,640.00
Water Quality Design	\$19,680.00	\$4,960.50	\$14,701.00	\$19,661.50	\$18.50
Alternative 1 - Riverside Park Modifications	\$5,885.00	\$0.00	\$0.00	\$0.00	\$5,885.00
Alternative 2 - Foothill Trail Drainage	\$4,320.00	\$0.00	\$4,121.50	\$4,121.50	\$198.50
Cultural & Historical Investigation	\$6,330.00	\$0.00	\$6,037.50	\$6,037.50	\$292.50
<b>Total</b>	<b>\$161,420.00</b>	<b>\$11,229.15</b>	<b>\$123,171.46</b>	<b>\$134,400.61</b>	<b>\$38,248.54</b>

### Professional Services from March 21, 2020 to October 30, 2020

Job: 300 Construction Documents

#### Expense Charges

##### Communications

3/31/2020 Level 3 Communications LLC WEBEX 32.04

##### Travel

3/12/2020 Novack, John Ridge Cr Pk (SMK) van&eq, 1.73

**Subtotal Expenses 33.77**

#### Unit Charges

Vehicle (Mileage)  
 Vehicle - 2WD Field

**86.88**

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

**Job Subtotal                    \$120.65**

Job:                    400                    Bidding and Permitting

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	5.00	195.00	975.00
Engineer / Scientist / Specialist IV			
Grinsel, Jeffrey	12.50	165.00	2,062.50
Engineer / Scientist / Specialist III			
Siljenberg, Brian	4.40	145.00	638.00
Tix, Daniel	1.10	150.00	165.00
Technician III			
Burggraaf, Jacob	1.50	130.00	195.00
Nelson, Gregory	1.00	140.00	140.00
Technician II			
Fitzgerald, Eric	11.50	95.00	1,092.50
Milashius, Joseph	8.00	110.00	880.00
	45.00		6,148.00
<b>Subtotal Labor</b>			<b>6,148.00</b>
		<b>Job Subtotal</b>	<b>\$6,148.00</b>

Job:                    600                    Water Quality Design

**Labor Charges**

	Hours	Rate	Amount
Principal			
Klein, Steven	20.50	195.00	3,997.50
Engineer / Scientist / Specialist I			
Beck, Samantha	10.70	90.00	963.00
	31.20		4,960.50
<b>Subtotal Labor</b>			<b>4,960.50</b>
		<b>Job Subtotal</b>	<b>\$4,960.50</b>
		<b>Total this Invoice</b>	<b>\$11,229.15</b>

	Current	Prior	Total	Received	A/R Balance
<b>Invoiced to Date</b>	<b>11,229.15</b>	<b>123,171.46</b>	<b>134,400.61</b>	<b>123,171.46</b>	<b>11,229.15</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact BJ Siljenberg, your Barr project manager, at 952.842.3615 or email at [bsiljenberg@barr.com](mailto:bsiljenberg@barr.com).

# Billing Backup

Friday, November 20, 2020

Barr Engineering Co. Invoice 7 Dated 11/20/2020 9:58:51 AM

Job: 300 Construction Documents

### Expense Charges

Communications			
AP 378188	3/31/2020	Level 3 Communications LLC / WEBEX / Invoice: 033120, 3/31/2020	32.04
Travel			
EX 0107282	3/12/2020	Novack, John / Ridge Cr Pk (SMK) van&eq,	1.73
<b>Subtotal Expenses</b>			<b>33.77</b>

### Unit Charges

Vehicle (Mileage)	25.0 miles @ 0.575	14.38	
Vehicle - 2WD Field	1.0 day @ 72.50	72.50	
			<b>86.88</b>
<b>Job Subtotal</b>			<b>\$120.65</b>

Job: 400 Bidding and Permitting

### Labor Charges

			Hours	Rate	Amount
Principal					
Principal					
SMK	0:MN - 1 - Klein, Steven	10/12/2020	1.00	195.00	195.00
SMK	0:MN - 1 - Klein, Steven	10/13/2020	1.00	195.00	195.00
SMK	0:MN - 1 - Klein, Steven	10/14/2020	1.00	195.00	195.00
SMK	0:MN - 1 - Klein, Steven	10/15/2020	1.00	195.00	195.00
SMK	0:MN - 1 - Klein, Steven	10/16/2020	1.00	195.00	195.00
Engineer / Scientist / Specialist IV					
Engineer / Scientist / Specialist IV					
JG3	0:MN - 11 - Grinsel, Jeffrey	4/28/2020	.40	165.00	66.00
Correspondence review; document review; move to MNDOT standard.					
JG3	0:MN - 11 - Grinsel, Jeffrey	4/29/2020	.80	165.00	132.00
Correspondence review; document review; update references spreadsheet; switch to MNDOT standards.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/3/2020	.40	165.00	66.00
Review documents, work plan for M&P development.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/4/2020	.50	165.00	82.50
Review documents for M&P development.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/5/2020	1.10	165.00	181.50
Review drawings for pay items in regard to M&P development.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/6/2020	3.30	165.00	544.50
Develop project elements/pay items table to develop M&P. Develop and provide steps to completion for this work. This was an email to the internal team.					

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



Project	23701086.00	Ridge Creek Park			Invoice	7
JG3	0:MN - 11 - Grinsel, Jeffrey	5/7/2020	4.20	165.00	693.00	
	Develop remaining items in Measurement and Payment; review and edit full document; capture project elements from spreadsheet developed earlier in the week; reuiw meeting with PIC.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/12/2020	.50	165.00	82.50	
	Discuss City comments with Steve; develop plan to address.					
JG3	0:MN - 11 - Grinsel, Jeffrey	5/13/2020	1.30	165.00	214.50	
	Review city specs (project example); review plan to address; review MKSK format and specs; correlate to EJCDC and MNDOT specs; provide comment to Steve and BJ.					
Engineer / Scientist / Specialist III						
Engineer / Scientist / Specialist III						
BJS	0:MN - 3 - Siljenberg, Brian	10/19/2020	.90	145.00	130.50	
	IFB - address comments/update quantities/SEQ/Bid tab					
BJS	0:MN - 3 - Siljenberg, Brian	10/21/2020	1.30	145.00	188.50	
	IFB - address comments/update quantities/SEQ/Bid tab					
BJS	0:MN - 3 - Siljenberg, Brian	10/23/2020	.30	145.00	43.50	
	IFB - address comments/update quantities/SEQ/Bid tab					
BJS	0:MN - 3 - Siljenberg, Brian	10/27/2020	1.60	145.00	232.00	
BJS	0:MN - 3 - Siljenberg, Brian	10/30/2020	.30	145.00	43.50	
DMT2	0:MN - 3 - Tix, Daniel	9/1/2020	.40	150.00	60.00	
	review 5-yr maintenance					
DMT2	0:MN - 3 - Tix, Daniel	9/3/2020	.40	150.00	60.00	
	response re: live staking					
DMT2	0:MN - 3 - Tix, Daniel	9/30/2020	.30	150.00	45.00	
	review seed mix					
Technician III						
Technician III						
JNB	0:MN - 6 - Burggraff, Jacob	5/4/2020	1.50	130.00	195.00	
	Review of Project for Specifications					
GGN	0:MN - 6 - Nelson, Gregory	4/13/2020	1.00	140.00	140.00	
Technician II						
Technician II						
EPF	0:MN - 7 - Fitzgerald, Eric	9/16/2020	3.00	95.00	285.00	
EPF	0:MN - 7 - Fitzgerald, Eric	9/17/2020	3.50	95.00	332.50	
EPF	0:MN - 7 - Fitzgerald, Eric	9/21/2020	2.00	95.00	190.00	
	edits to plan, quantities					
EPF	0:MN - 7 - Fitzgerald, Eric	9/23/2020	2.00	95.00	190.00	

Project	23701086.00	Ridge Creek Park	Invoice	7
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EPF	0:MN - 7 - Fitzgerald, Eric	9/25/2020	1.00	95.00	95.00
JAM4	0:MN - 7 - Milashius, Joseph	10/5/2020	7.00	110.00	770.00
JAM4	0:MN - 7 - Milashius, Joseph	10/16/2020	1.00	110.00	110.00
			45.00		6,148.00
<b>Subtotal Labor</b>					<b>6,148.00</b>
<b>Job Subtotal</b>					<b>\$6,148.00</b>

Job: 600 Water Quality Design

**Labor Charges**

			Hours	Rate	Amount
<b>Principal</b>					
<b>Principal</b>					
SMK	0:MN - 1 - Klein, Steven	3/2/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/4/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/6/2020	1.00	195.00	195.00
SMK	0:MN - 1 - Klein, Steven	3/16/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/17/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/18/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/19/2020	1.50	195.00	292.50
Coordination of Permit submittals required by the two pond option rework					
SMK	0:MN - 1 - Klein, Steven	3/23/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	3/24/2020	2.00	195.00	390.00
SMK	0:MN - 1 - Klein, Steven	4/14/2020	3.00	195.00	585.00
SMK	0:MN - 1 - Klein, Steven	4/20/2020	1.00	195.00	195.00
Coordinate drawings with Barr CADD staff					
<b>Engineer / Scientist / Specialist I</b>					
<b>Engineer / Scientist / Specialist I</b>					
SAB2	0:MN - 5 - Beck, Samantha	4/15/2020	1.00	90.00	90.00
Discussion with Steve over City comments					
SAB2	0:MN - 5 - Beck, Samantha	5/7/2020	8.50	90.00	765.00
XP-SWMM Modeling for wetland elevations in design scenarios. Including: Conversations with Steve, obtaining XP-SWMM key from Tyler, conversation about model errors and troubleshooting, changing both models, running both models, and exporting and reporting results					
SAB2	0:MN - 5 - Beck, Samantha	5/8/2020	.50	90.00	45.00
Model documentation					
SAB2	0:MN - 5 - Beck, Samantha	5/13/2020	.70	90.00	63.00
XP-SWMM and Key handoff					
			31.20		4,960.50
<b>Subtotal Labor</b>					<b>4,960.50</b>
<b>Job Subtotal</b>					<b>\$4,960.50</b>
<b>Total this Invoice</b>					<b>\$11,229.15</b>

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

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Project	23701086.00	Ridge Creek Park	Invoice	7
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**Total this Report**                      **\$11,229.15**



# INVOICE

Barr Engineering Co.  
 4300 MarketPointe Drive, Suite 200  
 Minneapolis, MN 55435  
 Phone: 952-832-2600; Fax: 952-832-2601  
 FEIN #: 41-0905995 Inc: 1966

Darren Meyer  
 MKSK Studios  
 462 South Ludlow Alley  
 Columbus, OH 43215

April 6, 2021  
 Invoice No: 23701086.00 - 9

<b>Total this Invoice</b>	<b>\$20,639.76</b>
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### Regarding: Ridge Creek Park

This invoice is for professional services for the Ridge Creek Park project, which include the following:

#### Job 500

- Reviewing and responding to requests for information and submittals
- Attending weekly construction meetings
- Construction observation and site visits
- Visiting All Phase Shop to review boardwalk segment construction
- Reviewing topography discrepancies and considering potential changes to project features

Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget
Construction Administration	\$20,640.00	\$20,639.76	\$ -	\$20,639.76	\$0.24

### Professional Services from November 28, 2020 to February 11, 2021

Job: 500 Construction Administration

#### Labor Charges

	Hours	Rate	Amount
Principal			
Grinsel, Jeffrey	6.20	165.00	1,023.00
Grinsel, Jeffrey	6.70	175.00	1,172.50
Consultant / Advisor			
Zierner, Mark	.30	195.00	58.50
Engineer / Scientist / Specialist IV			
Siljensberg, Brian	4.70	155.00	728.50
Engineer / Scientist / Specialist III			
Hochscheidt, Michael	.80	125.00	100.00
Hochscheidt, Michael	6.20	130.00	806.00
Siljensberg, Brian	4.80	145.00	696.00
Engineer / Scientist / Specialist II			
Phillips, Josh	6.80	105.00	714.00
Phillips, Josh	97.30	115.00	11,189.50
Strelow, Seth	2.00	105.00	210.00
Technician III			
LaKose, Chad	.50	150.00	75.00

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

<b>Technician II</b>				
Becker, Gareth	.30	110.00	33.00	
Fitzgerald, Eric	33.50	100.00	3,350.00	
Fitzgerald, Eric	4.00	95.00	380.00	
<b>Support Personnel II</b>				
Nypan, Nyssa	.50	100.00	50.00	
	174.60		20,586.00	
<b>Subtotal Labor</b>				<b>20,586.00</b>

<b>Expense Charges</b>				
<b>Travel</b>				
2/2/2021	Phillips, Josh	Mileage	16.24	
2/9/2021	Phillips, Josh	Mileage	37.52	
<b>Subtotal Expenses</b>				<b>53.76</b>
			<b>Job Subtotal</b>	<b>\$20,639.76</b>
			<b>Total this Invoice</b>	<b>\$20,639.76</b>

	<b>Current</b>	<b>Prior</b>	<b>Total</b>	<b>Received</b>	<b>A/R Balance</b>
<b>Invoiced to Date</b>	<b>20,639.76</b>	<b>208,000.11</b>	<b>228,639.87</b>	<b>123,171.46</b>	<b>105,468.41</b>

<b>Outstanding Invoices</b>		
<b>Invoice</b>	<b>Date</b>	<b>Balance</b>
7	11/23/2020	11,229.15
8	11/30/2020	73,599.50
<b>Total</b>		<b>84,828.65</b>

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact BJ Siljenberg, your Barr project manager, at 952.842.3615 or email at [bsiljenberg@barr.com](mailto:bsiljenberg@barr.com).

# Project Detail - Billable

Thursday, April 8, 2021  
9:47:29 AM

Barr Engineering Co.

Transactions for 11/28/2020 through 2/11/2021

			Total	Amt @
			Hours	Bill Rate
<b>Company: 01 Barr Engineering Co.</b>				
<b>Project Currency: USD US Dollar</b>				
<b>Project: 23701086.00 Ridge Creek Park</b>				
<b>Job: 500 Construction Administration</b>				
<b>Task: 001 Pre-con Meeting</b>				
Status: Active				
<b>Labor</b>				
0:MN *	BJJ Siljenberg, Brian	11/30/2020	.30	43.50 USD
0:MN *	BJJ Siljenberg, Brian	12/1/2020	.50	72.50 USD
0:MN *	BJJ Siljenberg, Brian	12/3/2020	.90	130.50 USD
0:MN	BJJ Siljenberg, Brian	12/16/2020	1.80	261.00 USD
0:MN	BJJ Siljenberg, Brian	12/23/2020	.40	58.00 USD
Total for BJJ			<b>3.90</b>	<b>565.50</b>
0:MN	JJG3 Grinsel, Jeffrey	12/17/2020	2.00	330.00 USD
Total for JJG3			<b>2.00</b>	<b>330.00</b>
0:MN	JPP Phillips, Josh	12/14/2020	.20	21.00 USD
0:MN	JPP Phillips, Josh	12/16/2020	1.30	136.50 USD
Total for JPP			<b>1.50</b>	<b>157.50</b>
<b>Total for Labor</b>			<b>7.40</b>	<b>1,053.00</b>
<b>Total for Labor</b>			<b>7.40</b>	<b>1,053.00</b>
<b>Total for 001</b>			<b>7.40</b>	<b>1,053.00</b>

**Task: 002 Submittal Review**

Status: Active

<b>Labor</b>				
0:MN	BJJ Siljenberg, Brian	1/11/2021	.70	108.50 USD
0:MN	BJJ Siljenberg, Brian	1/12/2021	.80	124.00 USD
0:MN	BJJ Siljenberg, Brian	1/13/2021	.10	15.50 USD
0:MN	BJJ Siljenberg, Brian	1/18/2021	.80	124.00 USD
0:MN	BJJ Siljenberg, Brian	1/19/2021	.50	77.50 USD
0:MN	BJJ Siljenberg, Brian	1/22/2021	1.50	232.50 USD
0:MN	BJJ Siljenberg, Brian	1/25/2021	.30	46.50 USD
Total for BJJ			<b>4.70</b>	<b>728.50</b>
0:MN	JJG3 Grinsel, Jeffrey	12/29/2020	.60	105.00 USD
0:MN	JJG3 Grinsel, Jeffrey	1/19/2021	.50	87.50 USD
Total for JJG3			<b>1.10</b>	<b>192.50</b>
0:MN	JPP Phillips, Josh	12/28/2020	.60	69.00 USD
0:MN	JPP Phillips, Josh	12/29/2020	.80	92.00 USD
0:MN	JPP Phillips, Josh	1/11/2021	4.50	517.50 USD
0:MN	JPP Phillips, Josh	1/12/2021	3.00	345.00 USD
0:MN	JPP Phillips, Josh	1/13/2021	1.00	115.00 USD
0:MN	JPP Phillips, Josh	1/14/2021	1.30	149.50 USD
0:MN	JPP Phillips, Josh	1/15/2021	1.50	172.50 USD
0:MN	JPP Phillips, Josh	1/19/2021	2.00	230.00 USD
0:MN	JPP Phillips, Josh	1/20/2021	2.00	230.00 USD
0:MN	JPP Phillips, Josh	1/22/2021	2.40	276.00 USD
0:MN	JPP Phillips, Josh	1/26/2021	.30	34.50 USD
Total for JPP			<b>19.40</b>	<b>2,231.00</b>
0:MN	MEZ Ziemer, Mark	1/12/2021	.30	58.50 USD

	Total Hours	Amt @ Bill Rate
<b>Company: 01 Barr Engineering Co.</b>		
<b>Project Currency: USD US Dollar</b>		
<b>Project: 23701086.00 Ridge Creek Park</b>		
<b>Job: 500 Construction Administration</b>		
<b>Task: 002 Submittal Review</b>		
Total for MEZ	.30	58.50
0:MN SWS Strelow, Seth 1/22/2021	2.00	210.00 USD
Total for SWS	2.00	210.00
<b>Total for Labor</b>	<b>27.50</b>	<b>3,420.50</b>
<b>Total for Labor</b>	<b>27.50</b>	<b>3,420.50</b>
<b>Total for 002</b>	<b>27.50</b>	<b>3,420.50</b>
<b>Task: 003 Construction Meetings</b>		
Status: Active		
<b>Labor</b>		
0:MN BJS Siljenberg, Brian 12/15/2020	.90	130.50 USD
Total for BJS	.90	130.50
0:MN JPP Phillips, Josh 1/26/2021	.70	80.50 USD
0:MN JPP Phillips, Josh 2/2/2021	1.10	126.50 USD
0:MN JPP Phillips, Josh 2/9/2021	.50	57.50 USD
Total for JPP	2.30	264.50
<b>Total for Labor</b>	<b>3.20</b>	<b>395.00</b>
<b>Total for Labor</b>	<b>3.20</b>	<b>395.00</b>
<b>Total for 003</b>	<b>3.20</b>	<b>395.00</b>
<b>Task: 004 Field Visits / Const Obs</b>		
Status: Active		
<b>Labor</b>		
0:MN JJG3 Grinsel, Jeffrey 12/18/2020	1.70	280.50 USD
0:MN JJG3 Grinsel, Jeffrey 12/21/2020	.80	132.00 USD
0:MN JJG3 Grinsel, Jeffrey 12/22/2020	.40	66.00 USD
0:MN JJG3 Grinsel, Jeffrey 12/23/2020	1.30	214.50 USD
0:MN JJG3 Grinsel, Jeffrey 1/4/2021	.50	87.50 USD
0:MN JJG3 Grinsel, Jeffrey 1/8/2021	1.00	175.00 USD
Total for JJG3	5.70	955.50
0:MN * JPP Phillips, Josh 12/17/2020	2.50	262.50 USD
0:MN * JPP Phillips, Josh 12/18/2020	1.40	147.00 USD
0:MN JPP Phillips, Josh 12/21/2020	.30	31.50 USD
0:MN JPP Phillips, Josh 12/22/2020	1.10	115.50 USD
0:MN JPP Phillips, Josh 1/14/2021	1.40	161.00 USD
Q:MN JPP Phillips, Josh 2/9/2021	2.30	264.50 USD
Total for JPP	9.00	982.00
<b>Total for Labor</b>	<b>14.70</b>	<b>1,937.50</b>
<b>Total for Labor</b>	<b>14.70</b>	<b>1,937.50</b>
<b>Expenses</b>		
<b>Reimbursable Expenses</b>		
<b>52480 Mileage</b>		
EX 0113223 2/2/2021 / Phillips, Josh / Mileage		16.24 USD
EX 0113223 2/9/2021 / Phillips, Josh / Mileage		37.52 USD
<b>Total for 52480</b>		<b>53.76</b>
<b>Total for Reimbursable Expenses</b>		<b>53.76</b>
<b>Total for Expenses</b>		<b>53.76</b>
<b>Total for 004</b>	<b>14.70</b>	<b>1,991.26</b>

			Total Hours	Amt @ Bill Rate
<b>Company: 01 Barr Engineering Co.</b>				
<b>Project Currency: USD US Dollar</b>				
<b>Project: 23701086.00 Ridge Creek Park</b>				
<b>Job: 500 Construction Administration</b>				
<b>Task: 005 RFI Response</b>				
Status: Active				
<b>Labor</b>				
0:MN	GWB Becker, Gareth	1/12/2021	.30	33.00 USD
Total for GWB			.30	33.00
0:MN	JPP Phillips, Josh	12/29/2020	.60	69.00 USD
0:MN	JPP Phillips, Josh	1/4/2021	1.20	138.00 USD
0:MN	JPP Phillips, Josh	1/5/2021	.90	103.50 USD
0:MN	JPP Phillips, Josh	1/6/2021	.60	69.00 USD
0:MN	JPP Phillips, Josh	1/7/2021	.10	11.50 USD
0:MN *	JPP Phillips, Josh	1/18/2021	2.20	253.00 USD
0:MN *	JPP Phillips, Josh	1/19/2021	5.50	632.50 USD
0:MN *	JPP Phillips, Josh	1/20/2021	4.20	483.00 USD
0:MN *	JPP Phillips, Josh	1/21/2021	1.10	126.50 USD
0:MN *	JPP Phillips, Josh	1/22/2021	2.00	230.00 USD
0:MN *	JPP Phillips, Josh	2/1/2021	3.20	368.00 USD
0:MN	JPP Phillips, Josh	2/2/2021	.40	46.00 USD
0:MN *	JPP Phillips, Josh	2/2/2021	1.00	115.00 USD
0:MN *	JPP Phillips, Josh	2/3/2021	.30	34.50 USD
0:MN *	JPP Phillips, Josh	2/4/2021	.40	46.00 USD
0:MN *	JPP Phillips, Josh	2/5/2021	1.00	115.00 USD
0:MN	JPP Phillips, Josh	2/8/2021	.10	11.50 USD
0:MN *	JPP Phillips, Josh	2/9/2021	.30	34.50 USD
Total for JPP			25.10	2,886.50
0:MN	MDH Hochscheidt, Michael	12/23/2020	.80	100.00 USD
0:MN	MDH Hochscheidt, Michael	1/4/2021	1.00	130.00 USD
0:MN	MDH Hochscheidt, Michael	1/15/2021	4.20	546.00 USD
0:MN	MDH Hochscheidt, Michael	2/9/2021	1.00	130.00 USD
Total for MDH			7.00	906.00
<b>Total for Labor</b>			<b>32.40</b>	<b>3,825.50</b>
<b>Total for Labor</b>			<b>32.40</b>	<b>3,825.50</b>
<b>Total for 005</b>			<b>32.40</b>	<b>3,825.50</b>

**Task: 007 Final Completion Review**

Status: Active

**Labor**

0:MN	CML2 LaKose, Chad	1/12/2021	.50	75.00 USD
Total for CML2			.50	75.00
0:MN	EPF Fitzgerald, Eric	1/18/2021	1.00	100.00 USD
0:MN	EPF Fitzgerald, Eric	1/19/2021	2.00	200.00 USD
0:MN	EPF Fitzgerald, Eric	1/20/2021	1.00	100.00 USD
0:MN	EPF Fitzgerald, Eric	1/21/2021	2.00	200.00 USD
0:MN	EPF Fitzgerald, Eric	1/22/2021	3.00	300.00 USD
0:MN	EPF Fitzgerald, Eric	1/25/2021	1.00	100.00 USD
0:MN	EPF Fitzgerald, Eric	1/27/2021	.50	50.00 USD
0:MN	EPF Fitzgerald, Eric	1/28/2021	2.00	200.00 USD
0:MN	EPF Fitzgerald, Eric	1/29/2021	3.00	300.00 USD
0:MN	EPF Fitzgerald, Eric	2/5/2021	1.00	100.00 USD



	Total Hours	Amt @ Bill Rate
<b>Company: 01 Barr Engineering Co.</b>		
<b>Project Currency: USD US Dollar</b>		
<b>Project: 23701086.00 Ridge Creek Park</b>		
<b>Job: 500 Construction Administration</b>		
<b>Task: 007 Final Completion Review</b>		
Total for EPF	16.50	1,650.00
Total for Labor	17.00	1,725.00
<b>Total for Labor</b>	<b>17.00</b>	<b>1,725.00</b>
<b>Total for 007</b>	<b>17.00</b>	<b>1,725.00</b>

**Task: 009 Project Close Out**

Status: Active

**Labor**

0:MN * EPF Fitzgerald, Eric 12/17/2020	.50	47.50 USD
0:MN EPF Fitzgerald, Eric 12/23/2020	2.00	190.00 USD
0:MN * EPF Fitzgerald, Eric 12/24/2020	1.50	142.50 USD
0:MN * EPF Fitzgerald, Eric 12/28/2020	3.00	300.00 USD
0:MN * EPF Fitzgerald, Eric 12/29/2020	2.00	200.00 USD
0:MN EPF Fitzgerald, Eric 1/4/2021	1.00	100.00 USD
0:MN EPF Fitzgerald, Eric 1/5/2021	1.00	100.00 USD
0:MN EPF Fitzgerald, Eric 1/7/2021	1.00	100.00 USD
0:MN EPF Fitzgerald, Eric 1/11/2021	2.00	200.00 USD
0:MN EPF Fitzgerald, Eric 1/12/2021	1.00	100.00 USD
0:MN EPF Fitzgerald, Eric 1/13/2021	1.00	100.00 USD
0:MN EPF Fitzgerald, Eric 1/14/2021	1.00	100.00 USD
Total for EPF	17.00	1,680.00
0:MN NJN Nypan, Nyssa 1/25/2021	.50	50.00 USD
Total for NJN	.50	50.00
<b>Total for Labor</b>	<b>17.50</b>	<b>1,730.00</b>
<b>Total for Labor</b>	<b>17.50</b>	<b>1,730.00</b>
<b>Total for 009</b>	<b>17.50</b>	<b>1,730.00</b>

**Task: 012 Design Revisions**

Status: Active

**Labor**

0:MN * EPF Fitzgerald, Eric 2/8/2021	1.00	100.00 USD
0:MN * EPF Fitzgerald, Eric 2/9/2021	2.00	200.00 USD
0:MN * EPF Fitzgerald, Eric 2/10/2021	1.00	100.00 USD
Total for EPF	4.00	400.00
0:MN JJG3 Grinsel, Jeffrey 2/3/2021	1.20	210.00 USD
0:MN JJG3 Grinsel, Jeffrey 2/5/2021	1.70	297.50 USD
0:MN JJG3 Grinsel, Jeffrey 2/9/2021	1.20	210.00 USD
Total for JJG3	4.10	717.50
0:MN * JPP Phillips, Josh 1/25/2021	2.60	299.00 USD
0:MN * JPP Phillips, Josh 1/26/2021	2.10	241.50 USD
0:MN * JPP Phillips, Josh 1/27/2021	6.10	701.50 USD
0:MN * JPP Phillips, Josh 1/28/2021	3.30	379.50 USD
0:MN * JPP Phillips, Josh 1/29/2021	5.00	575.00 USD
0:MN * JPP Phillips, Josh 2/1/2021	4.10	471.50 USD
Q:MN * JPP Phillips, Josh 2/2/2021	3.00	345.00 USD
0:MN * JPP Phillips, Josh 2/3/2021	1.00	115.00 USD
0:MN * JPP Phillips, Josh 2/4/2021	.50	57.50 USD
0:MN * JPP Phillips, Josh 2/5/2021	3.80	437.00 USD

			Total Hours	Amt @ Bill Rate
<b>Company: 01 Barr Engineering Co.</b>				
<b>Project Currency: USD US Dollar</b>				
<b>Project: 23701086.00 Ridge Creek Park</b>				
<b>Job: 500 Construction Administration</b>				
<b>Task: 012 Design Revisions</b>				
0:MN	JPP	Phillips, Josh	2/6/2021	5.00 575.00 USD
0:MN	JPP	Phillips, Josh	2/8/2021	4.70 540.50 USD
0:MN	JPP	Phillips, Josh	2/9/2021	5.60 644.00 USD
Total for JPP			<b>46.80</b>	<b>5,382.00</b>
<b>Total for Labor</b>			<b>54.90</b>	<b>6,499.50</b>
<b>Total for Labor</b>			<b>54.90</b>	<b>6,499.50</b>
<b>Total for 012</b>			<b>54.90</b>	<b>6,499.50</b>
<b>Total for 500</b>			<b>174.60</b>	<b>20,639.76</b>
<b>Total for 23701086.00</b>			<b>174.60</b>	<b>20,639.76</b>

	Total Hours	Amt @ Bill Rate
<b>Company: 01 Barr Engineering Co.</b>		
Total for USD	174.60	20,639.76
Total for 01	174.60	20,639.76

**Final Totals**

**174.60 20,639.76**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 25<sup>th</sup> day of March, 2019, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **MKSK**, 504 Rhett Street, Suite 204, Greenville, SC 29601 ("Consultant").

### Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional services by the Consultant for the City for the following described Project:

PLSL Channel Improvements - Ridge Creek Park PR-19-001

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work and any addenda thereto. The Consultant shall serve as the City's professional consultant in the specified work and shall provide consultation and advice to the City during the performance of its services. The Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. A Consultant requesting a requirement to be waived must have written authorization from the City Engineer and must be incorporated into this agreement.
2. **Time for Performance of Services.** The Consultant will endeavor to perform the services outlined in the work program within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Term.** The term of this Agreement will be from March 25, 2019, through December 31, 2020, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
4. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, attached and made a part of this Agreement, which may be amended from time to time by mutual agreement by City and Consultant. The Consultant's hourly rates must be based on the hourly rates approved by the City.

The Agreement amount shall include all services to be rendered by the Consultant as part of this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the services herein) except for special services authorized in writing by the City. The amount stipulated shall be considered a "Not to Exceed" cost to the City.

The Consultant must keep track of the costs billable under this contract at all times; any work in excess of the negotiated amount shall not be eligible for payment unless preapproved. The Consultant must notify the City if the Consultant anticipates that the negotiated amount might be exceeded, in order to determine whether or not the City is prepared to increase the compensation. This notification and approval must occur in advance of the work occurring to be considered for compensation.

5. **Payment of Fees.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. The monthly billing must summarize the progress of the project as certified by the Consultant. For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount, and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.931. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City. Consultant bills submitted will be paid in the same manner as other claims made to the City.
6. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

7. **Termination.** Termination for Cause. This Agreement may be terminated by City by seven day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses until the effective date of termination.

If, through any cause (except those reasonably beyond Consultant's control), the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulation of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just, equitable compensation for any satisfactory work completed on such documents and other materials prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

In the event this Contract is terminated for cause, then the City may take over and complete the work, by contract or otherwise, and the Consultant and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, any other rights which the City may have.

**Termination Not For Cause.** The City may terminate this Contract at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property. If the Contract is terminated by the City as provided in this paragraph, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments or compensation previously made.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services not Provided for.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.



16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
17. **Liability and Indemnity.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his employees, or anyone else for whom he is legally responsible in the performance of this Agreement.

The Consultant assumes full responsibility for relations with its subcontractors, and must hold the City harmless and must defend and indemnify the City, its employees and agents, for any claims, damages, losses, and expenses in any manner caused by such subcontractors, arising out of or connected with this contract.

18. **Insurance.** During the term of this Agreement, Consultant must procure and maintain during the life of this Contract, and provide the City with a certificate of insurance showing, the following coverage for each occurrence and in aggregate:
  - A. Comprehensive General Liability Insurance, including Broad Form Property Damage, Completed Operations and Contractual Liability for limits not less than \$1,500,000 each occurrence for damages of bodily injury or death to one or more persons and \$1,500,000 each occurrence for damage to or destruction of property.
  - B. Insurance coverage for Special Hazards, including but not limited to explosion hazard, collapse hazard, underground property damage hazard, (commonly known as XCU).
  - C. Comprehensive Automobile Liability Insurance, in an amount not less than \$1,500,000 for each occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
  - D. Errors and Omissions Insurance against errors and omissions resulting from the performance of Consultant's work under this Agreement. Said coverage shall be in an amount not less than \$2,000,000 per claim, \$2,000,000 annual aggregate.
  - E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.
  - F. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraphs A, B, and C, and must

receive 30 day written notice in the event of cancellation of any of the specified insurance. If the deductible provisions of the Consultant's coverage or any subcontractor's coverage is questioned by the City, the Consultant shall provide the City, upon request, "Proof of Assets".

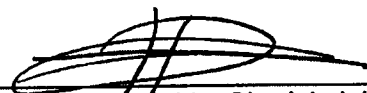
This policy must provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

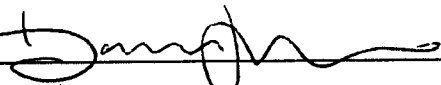
19. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.
20. **Whole Agreement.** This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.


Executed as of the day and year first written above.

**CITY OF SHAKOPEE**

**MKSK**

By:   
William H. Reynolds, City Administrator  
Date: 4/2/19

By:   
JARREN MEYER,  
Its: PRINCIPAL  
Date: 4/10/19

By:   
Bill Mars, Mayor  
Date: 4/2/19

**MKSK**

504 Rhett Street Ste 204  
Greenville, SC 29601

February 12th, 2019 *Revised March 25, 2019*

Mr. Michael Kerski, Director  
Department of Planning & Development  
City of Shakopee  
485 Gorman Street  
Shakopee, MN 55379

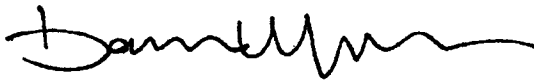
Subject: Ridge Creek Park - Final Design and Engineering Proposal *Rev2*

Dear Mr. Kerski,

Thank you for the opportunity to further assist you in the development of Ridge Creek Park. The enclosed proposal builds on the 2018 Vision Plan and provides services for final design and engineering.

Please review and let us know if this meets the needs of the City and if you need us to modify any of the content.

Respectfully submitted,



Darren Meyer, Principal  
MKSK

## A. Project Information

### **Background & Project Description**

The City of Shakopee has ownership of outlots A & B in the Lennar development at Ridge Creek and intends to develop these outlots as a passive public park that incorporates the existing wetlands, natural features, and that completes important trail connections. Building on the Ridge Creek Park Vision Plan prepared by MKSK and affirmed by City Council in December 2018, the Scope of Services described herein provides for the final design and engineering of the park and the preparation of documents for bidding and construction. Please see Section C for a detailed description of the Scope of Basic Services.

### **Project Location & Boundaries**

Please see Section B for project location and boundaries.

### **Project Budget**

The City of Shakopee has \$3,000,000 budgeted for design and construction.

### **Project Schedule**

Assuming all base information by others is complete and suitable for the project (survey, wetland delineation, subsurface investigation), we anticipate 5 months from Notice-To-Proceed to completion of Construction Documents.

### **Professional Fees & Expenses**

Please see Section D for professional fees broken down by phase and consultant.

### **Project Team**

MKSK will serve as the lead consultant and provide landscape architecture and graphic design (signage and wayfinding) services. Darren Meyer will serve as Principal-in-Charge with Barrett Armstrong serving as Project Manager. Barr Engineering will be a subconsultant to MKSK and provide civil, structural, electrical, environmental and water resources engineering under the direction of Steve Klein, Vice President. The design & engineering phase of the project will be managed through the City of Shakopee Department of Planning & Development under Director Michael Kerski and Senior Planner Joe Widing.

### **Procurement**

The Scope of Basic Services assumes the creation of one set of Construction Drawings and Specifications (Div 2-49) for a single bid package.

### **Meetings**

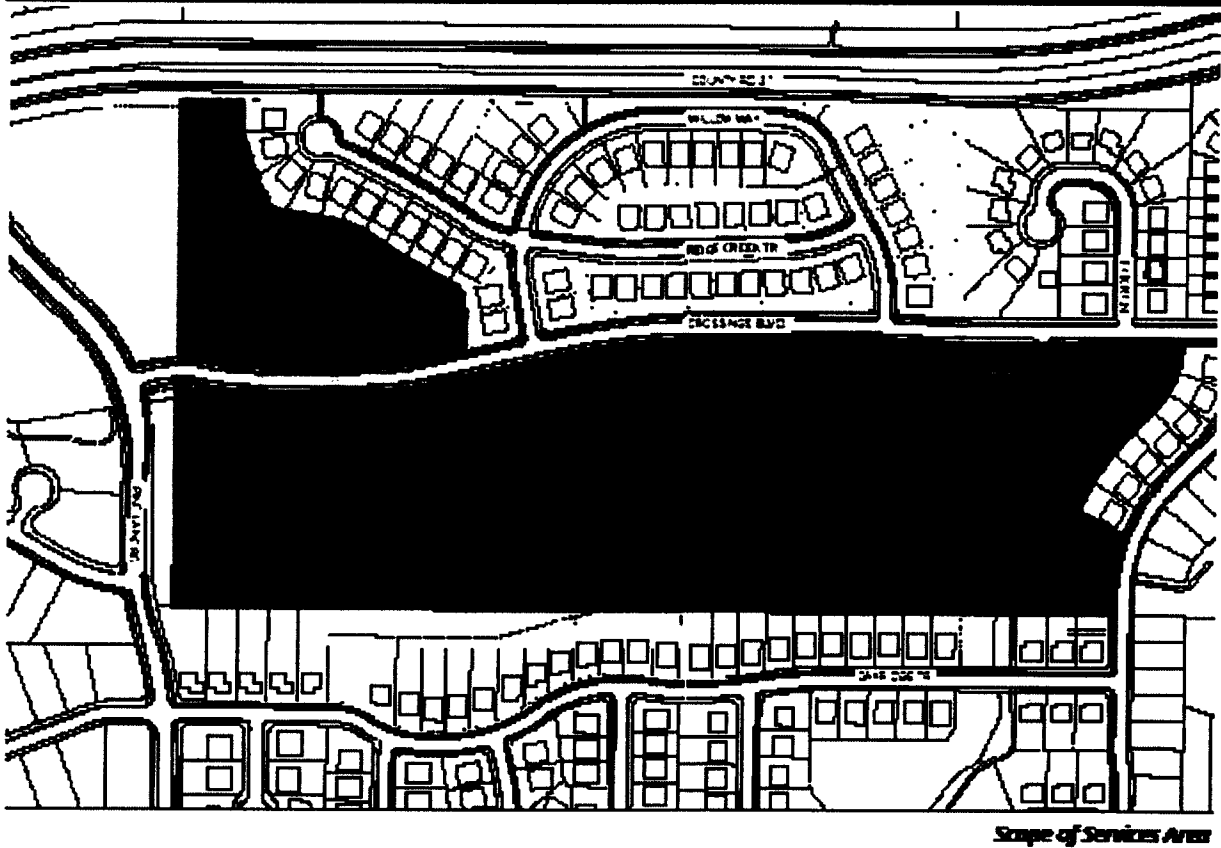
The Scope of Basic Services assumes six Staff meetings, one City Council or Public Meeting, and two MKSK person-trips during the design phase.

### **Base Information**

The Scope of Basic Services herein assumes that base information prepared for the Lennar development and base information prepared under direct contract with the City will be made available (through the City of Shakopee) to MKSK in electronic format and will be suitable for preparing construction plans:

- Survey (topographic, boundary, utility)
- Record Drawings (stormwater facilities adjacent to wetlands)
- Jurisdictional Delineation of streams and wetlands
- Subsurface Investigation Report

B. Project Location & Boundaries



- Project Extents
- Alternata - Riverside Fields Park Redesign

**C. Scope of Basic Services****Phase 1 Site Investigation**

The Site Investigation phase involves a detailed review of existing site data, mapping, reports, studies and any supplementary field/lab work required to support the development of bidding and construction documents.

1.0 Conceptual Cost Estimate - Prepare Preliminary Cost Opinion based on Dec 2018 Ridge Creek Park Vision Plan

1.1 Staff Meeting #1: Project launch - review work plan, schedule, roles, and responsibilities, and Conceptual Cost Estimate

1.2 Survey & Record Drawings - Based on initial review of previously-completed survey and as-built plans for the surrounding developments, the MKSK team will complete additional survey work to provide key information for completing the design. The proposal assumes Barr Engineering crew of two surveyors and one day of field work to collect additional survey data.

1.3 Subsurface Investigation - Review subsurface investigation report by Terracon (provided by City) and recommend any supplementary Geotechnical Engineering services, if required, for the completion of park design and engineering.

1.4 Delineation of Jurisdictional Waters - Based on initial review of previously-completed documentation for wetland delineation, additional delineation of the PLOC will be completed by the MKSK team, including necessary reporting to complete permitting.

1.5 Code Edition Review - Confirm applicable Code Editions with CBO and/or City Staff

1.6 Permitting Summary and Pathways - Provide a summary of required permits, timelines and critical paths. We assume the following entities will require permits: USACE, Lower MN Watershed District, PL-SL Watershed District, City of Shakopee, MN Pollution Control Agency. The PLOC is not included as a public water of Minnesota and we assume a MN DNR permit will not be required.

1.7 Stormwater & Flood Modeling - Review available model and determine if additional modeling is necessary. Consult with regulators as needed to determine modeling needs.

1.8 Site Design & Program Confirmation - Review and confirm project features and locations in the current Vision Plan

1.9 Project Scheduling - Develop milestone and critical path schedules for project tasks and permitting

1.10 Staff Meeting #2: Review park program, existing conditions, permitting schedule and approach, and site assessments completed in Phase 1.

*If Authorized Tasks (may be required for permitting):*

1.11 Cultural & Historical Investigation (recommended) - The Minnesota Department of Natural Resources and US Army Corps of Engineers typically require an investigation to determine the likelihood of cultural and historical artifacts being present within disturbed areas. This investigation has often impacted the critical path for permitting and impacted construction schedules and we recommend completing this investigation (if not already prepared for the Lennar Development) and providing the report with permit applications.

1.12 Environmental Assessment Worksheet (EAW) - An Environmental Assessment Worksheet

### **C. Scope of Basic Services**

(EAW) may be required for this project due to the potential length of affected stream channel. We are assuming that the resulting Record of Decision (ROD) will determine that the project does not have potential for significant environmental effects, and that an Environmental Impact Statement (EIS) will not be required. After the ROD is issued, permit applications can be submitted. If it is determined that an EAW is not required, this task will be eliminated and permit applications will be submitted sooner. We strongly recommend early engagement with the Responsible Government Unit (RGU) to determine if an EAW will be necessary.

1.13 Critical Habitat Survey - A critical habitat survey is typically required for an EAW and the need for this survey will be determined through the completion of Task 1.12. We assume that no state- or federally-listed sensitive species will be affected by the project.

1.14 Environmental Investigation Review - Review existing documentation (provided by City) for environmental investigations completed for the project site and assess whether additional investigation is needed.

#### **Phase 2 Design Development**

The Design Development phase establishes the major systems, structures, materials, layout and alignment of Park and PLOC elements. This phase will develop the design to approximately the 60% stage which is typically sufficient to submit permit applications, even if final plans must be submitted prior to permit approval.

2.1 Format Drawing & Specification Package

2.2 Preliminary Channel Design - Preliminary design of re-meandered channel using previously-collected PLOC survey data as reference reach data

2.3 Water Quality Elements - Preliminary design of water quality elements of the project.

Evaluation of water quality (TSS and TP Reduction) benefits and supporting documentation and calculation methods to be provided in memo form. Water quality benefits might be realized from deep water or pond areas, wetland enhancements, or realignment of flow away from eroded channel areas.

2.4 Preliminary Utility Coordination - Coordinate with public and private utilities to assess connections and capacity; analyze areas where the re-aligned PLOC will connect to existing culverts

2.5 Structure-Type Study at PLOC Crossings - Recommend culvert or bridge structure-types where trail crosses over PLOC

2.6 Trail and Boardwalk Plan, Profile & Typical Sections - Prepare preliminary alignments, profiles, and typical sections of at-grade and elevated (boardwalk) pathways. The Regional Trail will be designed to MMDOT Bike Standards and 100% ADA Compliance.

2.7 Architectural Plans, Sections, Elevations, and Models - Prepare preliminary architectural plans, sections, and 3D modeling of overlooks and architectural structures

2.8 Site Signage Schedule & Location Plan - Develop schedule of sign type (i.e. park identification, trail system, wayfinding, regulatory etc) and preliminary location plan

2.9 Staff Meeting #3: Review Design Development Progress

2.10 Design Development Documentation - Prepare 60% documentation for estimating, staff review, and permitting submittals including: site plan, preliminary grading plan for channel, site utilities, storm drainage, typical details, SWPPP, landscape plan, and architectural plans/details.

2.11 Design Development Costs: Prepare opinion of probable construction cost of 60% plans

## C. Scope of Basic Services

based on historic (recent) bid data.

2.12 Staff Meeting #4: Review Design Development Plans and Estimate.

2.13 Design Development Submittal: 60% plan submittal for staff review and comment

2.14 City Council Update/Public Meeting: Staff-led update to City Council and, if required, general public

### Phase 3 Construction Documents

The Construction Document phase involves the development of plans, specifications, notes, and details for sufficient for the final permitting, bidding, and construction of proposed improvements.

3.1 Final Design & Engineering

3.2 Staff Meeting #5

3.3 Construction Document Plans and Specifications: Prepare final plans, details, and specifications for the landscape architecture, civil, water resources, structural, electrical, and mechanical components of the project.

3.4 Construction Document Costs: Prepare update of cost opinion including updated quantities and details

3.5 Staff Meeting #6: Review final design and cost estimate

3.6 CD Submittal and Staff Review: Submittal of plans for staff review and comment

3.7 Final QA/QC: Construction Document revisions based on staff comment and final quality control reviews

3.8 Final Permitting Documents: Complete permit applications to be submitted with appropriate permitting agencies.

### Phase 4 Permitting & Bidding

This phase involves support to City staff in permitting, competitively bidding and awarding a construction contract to the successful bidder.

4.1 Bidding Requirements: Support staff in developing bidding requirements and instructions

4.2 Pre-Bid Meeting: Attend (Barr Project Manager) to present general project overview and answer questions.

4.3 Bidder RFI Response: Written response to bidder questions

4.4 Bid Addenda (if required): Written addenda to bidding documents, if required

4.5 Bid Review: Tabulation, review, and interview (if req'd) of potential low bidder(s)

4.6 Staff Meeting #7: Review bid results and award recommendation

4.7 Permit Coordination & Tracking: Maintain regular contact with regulators and permitting agencies to track permit review process so any additional requests for information from permitting agencies can be addressed in a timely manner.

### Phase 5 Construction Administration

This phase involves support to City staff in administration of construction.

5.1 Pre-Construction Meeting: Attend (Barr Project Manager) to present general project overview and answer questions.



## C. Scope of Basic Services

- 5.2 Submittal Review: Review submittals for conformance with Contract Documents
- 5.3 Construction Meetings: Attend (Barr Project Manager) construction meetings to review project progress and answer questions
- 5.4 Field Visits/Construction Observation: Site visits to observe progress and quality of work
- 5.5 RFI Response: Reply to Contractor's request for information
- 5.6 Bulletins (CO, CD, ASI): Issue Change Orders, Change Directives, and Supplemental Instructions (as required)
- 5.7 Substantial & Final Completion Review: Establish dates of Substantial/Final Completion; review work to be completed/corrected
- 5.8 Pay Application Review: Review and certify amounts due the Contractor

### **Alternate Task 1 Riverside Fields Park Design**

- A1.1 Survey - Collect additional survey data for the design of park improvements
- A1.2 Subsurface Investigation - City to contract with Terracon for additional borings in the area of the proposed parking lot expansion. The MKSK team will coordinate with the City on the location of borings and review the subsurface investigation report.
- A1.3 Concept Plan - prepare Conceptual Plans for the improvement of Riverside Fields Park including parking lot expansion, skating rink removal, relocation of play equipment, and the location and type of associated paths, lighting, site furnishings, amenities, landscape, utilities, and infrastructure.
- A1.4 Civil Engineering - provide preliminary Civil Engineering documentation for parking lot, vehicular paving, site utilities, and infrastructure.
- A1.5 Conceptual Cost Estimate - Prepare Preliminary Cost Opinion based on Conceptual Design

### **Alternate Task 2 Foothill Trail Drainage Improvement Design**

- A2.1 Wetland Delineation - Prepare wetland delineation for anticipated jurisdictional waters associated with the drainage issue
- A2.2 Drainage Alternatives - Study and recommend proposed overland routes for floodwaters and subsurface drainage alternatives to alleviate drainage issues in adjacent residential developments

# MKSK

## D. Professional Fees & Authorization


**Professional Fees & Expenses:** The Scope of Basic Services described herein will be performed for a time and materials fee not to exceed **\$285,746** inclusive of Direct Project Expenses.

Professional Fees	MKSK	Barr	Total
Site Investigation	\$9,425	\$14,260	\$15,174
Design Development	\$49,971	\$24,680	\$74,651
Water Quality Design	\$0	\$19,680	\$19,680
Construction Documents	\$60,958	\$59,475	\$120,433
Bidding & Permitting	\$3,389	\$6,150	\$9,539
Construction Administration	\$17,118	\$20,640	\$37,758
<b>TOTAL</b>	<b>\$140,861</b>	<b>\$144,885</b>	<b>\$285,746</b>
<i>If Authorized</i>			
Alternate 1	\$12,816	\$5,885	\$18,701
Alternate 2	\$935	\$4,320	\$5,255
Cultural & Historical Inv.	\$311	\$6,330	\$6,644
Env. Assessment Worksheet	\$812	\$28,350	\$29,168
Critical Habitat Survey	\$203	\$990	\$1,193
Env. Investigation Review	\$419	\$1,260	\$1,679

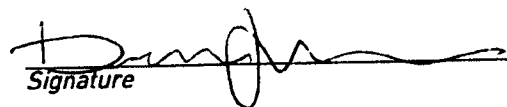
### Authorization

The proposal herein is an agreement between the City of Shakopee ("Client") and MKSK, Inc. (dba MKSK) and authorizes the services as described in this proposal.

Client

  
 \_\_\_\_\_  
 Signature 4/2/19  
 \_\_\_\_\_  
 Date  
 Bill Reynolds City Administrator  
 \_\_\_\_\_  
 Print Name and Title

MSK2, LLC (dba MKSK)

  
 \_\_\_\_\_  
 Signature 4/10/19  
 \_\_\_\_\_  
 Date  
 DARREN MEYER, PRINCIPAL  
 \_\_\_\_\_  
 Print Name and Title

**Laserfiche History Report (generated using the Reporting Agent)**

Vendor Number: 128282

Vendor Name: MKSK

Payment Number: 150464

Payment Date: 04/22/2021

Invoice Number: 2210131

Invoice Date: 02/24/2021

Invoice Total Amount: \$40106.51

JDE Doc Number: 141161

PID: 724013

Comments:

<b>Activity Name</b>	<b>User</b>	<b>Proxy User</b>	<b>Beg Date</b>	<b>End Date</b>
GL Coding	CNASCENE		04/09/2021	04/12/2021
Approval	slillehaug		04/12/2021	04/15/2021
City Man Approval	BREYNOLDS		04/15/2021	04/15/2021
Finance Review	kmacklin		04/15/2021	04/22/2021



ESTIMATE VOUCHER

Estimate No: 7 Partial Estimate

Project Name: Ridge Creek Park & PLOC Improvements

Contract No: PR-19-001

Period Ending: August 31, 2021

Contractor: Frattalone Companies

Address: 3205 Spruce Street, St Paul, MN 55117

Table with 8 rows of financial data including Original Contract Amount, Change Order(s), Total Funds Encumbered, Value of Work Completed, Retainage, Previous Payment, Deductions, and Total Retainage, Payments & Deductions.

CERTIFICATE OF PAYMENT

(I, We) hereby agree that the quantity and value of work shown herein is a fair estimate of the work completed to date.

Frattalone Companies CONTRACTOR NAME

Scott Burke PRINT NAME

Project Manager TITLE

SIGNATURE

CITY OF SHAKOPEE APPROVAL box containing signature of Steven L. Lilling, date 11/9/2021, and signature line for City Engineer.

City of Shakopee, MN  
 RIDGE CREEK PARK & PLOC IMPROVEMENTS  
 PROJECT: PR-19-001

Period Ending 8/31/2021

ESTIMATE NO: 7			FRATTALONE COMPANIES, INC			COMPLETED THIS PERIOD		COMPLETED TO DATE	
ITEM #	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL	QUANTITY	EXTENDED TOTAL	QUANTITY	EXTENDED TOTAL
1	MOBILIZATION	LS	1	\$172,040.00	\$172,040.00	0.2	\$34,408.00	0.9	\$154,836.00
2	CLEARING	LS	1	\$5,190.00	\$5,190.00		\$0.00	1	\$5,190.00
3	CLEARING	TREE	15	\$207.50	\$3,112.50		\$0.00	93	\$19,297.50
4	GRUBBING	TREE	15	\$207.50	\$3,112.50		\$0.00	79	\$16,392.50
5	REMOVE BARBED WIRE FENCE	LF	374	\$3.40	\$1,271.60	374	\$1,271.60	374	\$1,271.60
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	28	\$11.60	\$324.80	28	\$324.80	28	\$324.80
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	30	\$9.25	\$277.50	30	\$277.50	30	\$277.50
8	REMOVE SEWER PIPE STORM	LF	43	\$35.25	\$1,515.75	120	\$4,230.00	183	\$6,450.75
9	REMOVE BITUMINOUS PAVEMENT	SY	350	\$3.25	\$1,137.50		\$0.00	0	\$0.00
10	REMOVE CONCRETE WALK	SF	1393	\$0.69	\$961.17	1430	\$986.70	1430	\$986.70
11	REMOVE WOODEN WEIR	LS	1	\$2,310.00	\$2,310.00	1	\$2,310.00	1	\$2,310.00
12	GEOTEXTILE FABRIC TYPE 6	SY	4465	\$2.50	\$11,162.50	2017	\$5,042.50	2017	\$5,042.50
13	COMMON EXCAVATION (OFFSITE) (P)	CY	22900	\$12.10	\$277,090.00		\$0.00	22900	\$277,090.00
14	SUBGRADE EXCAVATION	CY	3285	\$15.90	\$52,231.50	2500	\$39,750.00	2500	\$39,750.00
15	SELECT GRANULAR BORROW (CV)	CY	3738	\$32.25	\$60,920.50	2000	\$64,500.00	2000	\$64,500.00
16	DEWATERING	LS	1	\$64,380.00	\$64,380.00	0.25	\$16,095.00	1	\$64,380.00
17	COMMON EMBANKMENT (CV)	CY	1575	\$8.10	\$12,757.50		\$0.00	0	\$0.00
18	SUBGRADE PREPARATION	R0ST	34	\$576.00	\$19,584.00	32	\$18,432.00	32	\$18,432.00
19	AGGREGATE BASE (CLASS V)	TON	953	\$25.00	\$23,825.00	1238	\$30,950.00	1238	\$30,950.00
20	BITUMINOUS PATCHING MIXTURE	CY	1	\$980.50	\$980.50		\$0.00	0	\$0.00
21	TYPE SP 9.5 WEAR CRS MDX (2-1.5" LIFTS)	SY	3716	\$15.20	\$56,483.20		\$0.00	0	\$0.00
22	CORN CRIB OVERLOOK	EACH	1	\$75,240.00	\$75,240.00		\$0.00	0	\$0.00
23	WOOD BOARDWALK	SF	20723	\$32.00	\$663,136.00		\$0.00	18001	\$576,032.00
24	CONCRETE HEADER (OVERLOOK TRANSITION)	EACH	2	\$5,380.00	\$10,760.00		\$0.00	0	\$0.00
25	CONCRETE HEADER (8"W)	EACH	7	\$2,900.00	\$20,300.00		\$0.00	6	\$17,400.00
26	12 X 7 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	4	\$14,650.00	\$58,600.00	4	\$58,600.00	4	\$58,600.00
27	12 X 6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	6	\$13,150.00	\$78,900.00		\$0.00	6	\$78,900.00
28	12 X 3 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	4	\$8,320.00	\$33,280.00	2	\$16,640.00	4	\$33,280.00
29	12 X 7 PRECAST CONCRETE BOX CULVERT	LF	144	\$906.50	\$130,536.00	144	\$130,536.00	144	\$130,536.00
30	12 X 6 PRECAST CONCRETE BOX CULVERT	LF	96	\$916.00	\$87,936.00		\$0.00	96	\$87,936.00
31	12 X 3 PRECAST CONCRETE BOX CULVERT	LF	48	\$782.00	\$37,536.00	24	\$18,768.00	48	\$37,536.00
32	HELICAL PILES, 20 FT LONG	EACH	625	\$743.50	\$464,687.50		\$0.00	589	\$437,921.50
33	STRUCTURAL CONCRETE	CY	5.6	\$10,370.00	\$58,072.00		\$0.00	0	\$0.00
34	16" RC PIPE APRON	EACH	1	\$1,990.00	\$1,990.00	1	\$1,990.00	1	\$1,990.00
35	24" RC PIPE APRON	EACH	1	\$1,240.00	\$1,240.00	1	\$1,240.00	1	\$1,240.00
36	15" RC PIPE APRON	EACH	1	\$1,150.00	\$1,150.00	1	\$1,150.00	1	\$1,150.00
37	16" RC PIPE SEWER DES 3006 CL III	LF	8	\$302.50	\$2,420.00	8	\$2,420.00	8	\$2,420.00
38	24" RC PIPE SEWER DES 3006 CL III	LF	458	\$76.25	\$34,922.50	458	\$34,922.50	458	\$34,922.50
39	15" RC PIPE SEWER DES 3006 CL III	LF	15	\$144.00	\$2,160.00	15	\$2,160.00	15	\$2,160.00
40	RECONSTRUCT DRAINAGE STRUCTURE	LS	1	\$1,710.00	\$1,710.00	1	\$1,710.00	1	\$1,710.00
41	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	1	\$6,540.00	\$6,540.00	1	\$6,540.00	1	\$6,540.00
42	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	1	\$5,030.00	\$5,030.00	1	\$5,030.00	1	\$5,030.00
43	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	4	\$1,760.00	\$7,040.00	4	\$7,040.00	4	\$7,040.00
44	BOULDER VANE	LF	390	\$133.50	\$52,065.00		\$0.00	390	\$52,065.00
45	RANDOM RIPRAP, CLASS II (FIELDSTONE)	TON	160	\$78.75	\$12,600.00		\$0.00	0	\$0.00
46	RANDOM RIPRAP, CLASS III (FIELDSTONE)	TON	2175	\$72.50	\$157,687.50	321	\$23,272.50	3196	\$231,710.00
47	4" CONCRETE WALK	SF	1500	\$10.50	\$15,750.00	1970	\$20,685.00	1970	\$20,685.00
48	CONCRETE CURB & GUTTER DES SURMOUNTABLE	LF	18	\$181.50	\$3,267.00	20	\$3,630.00	20	\$3,630.00
49	TRUNCATED DOMES	SF	8	\$316.50	\$2,532.00	24	\$7,596.00	24	\$7,596.00
50	OVERLOOK STRUCTURE LIGHTING & ELECTRICAL	LS	1	\$12,440.00	\$12,440.00		\$0.00	0	\$0.00
51	CUSTOM SKIGARD FENCING (TYPE A)	LF	108	\$24.00	\$2,592.00		\$0.00	0	\$0.00
52	CUSTOM SKIGARD FENCING (TYPE B)	LF	271	\$264.00	\$71,544.00		\$0.00	0	\$0.00
53	TRAFFIC CONTROL	LS	1	\$5,190.00	\$5,190.00	0.3	\$1,557.00	0.88	\$4,567.20
54	DECIDUOUS TREE (ACER SACCHARUM, 3" CAL., B&B)	TREE	8	\$710.50	\$5,684.00		\$0.00	0	\$0.00
55	DECIDUOUS TREE (BETULA NIGRA, 12" HT., B&B)	TREE	11	\$643.00	\$7,073.00		\$0.00	0	\$0.00
56	DECIDUOUS TREE (QUERCUS BICOLOR, 3" CAL., B&B)	TREE	11	\$721.00	\$7,931.00		\$0.00	0	\$0.00
57	DECIDUOUS TREE (QUERCUS MACROCARPA, 3" CAL., B&B)	TREE	8	\$710.50	\$5,684.00		\$0.00	0	\$0.00
58	DECIDUOUS TREE (TILIA AMERICANA, 3" CAL., B&B)	TREE	7	\$731.50	\$5,120.50		\$0.00	0	\$0.00
59	DECIDUOUS TREE (POPULUS TREMULOIDES, 12" HT., B&B)	TREE	6	\$648.50	\$3,891.00		\$0.00	0	\$0.00
60	DECIDUOUS TREE (SALIX DISCOLOR, 6" HT., B&B)	TREE	26	\$178.50	\$4,641.00		\$0.00	0	\$0.00
61	DECIDUOUS SHRUB (CORYLUS AMERICANA, 7 GAL., CG)	SHRUB	2	\$150.50	\$301.00		\$0.00	0	\$0.00
62	DECIDUOUS SHRUB (DIERVILLA LONICERA, 7 GAL., CG)	SHRUB	20	\$150.50	\$3,010.00		\$0.00	0	\$0.00
63	DECIDUOUS SHRUB (RIBES AMERICANUM, 7 GAL., CG)	SHRUB	10	\$150.50	\$1,505.00		\$0.00	0	\$0.00
64	DECIDUOUS SHRUB (VIBURNUM LENTAGO, 7 GAL., CG)	SHRUB	9	\$150.50	\$1,354.50		\$0.00	0	\$0.00
65	DORMANT LIVE STAKE ZONE (50 RED OSIER DOGWOOD, 33 SANDBAR WILLOW, 17 COMMON ELDER BERRY)	EACH	7	\$981.50	\$6,870.50		\$0.00	2	\$1,963.00
66	STABILIZED CONSTRUCTION EXIT	LS	1	\$24,550.00	\$24,550.00	0.5	\$12,275.00	1	\$24,550.00
67	STORM DRAIN INLET PROTECTION	EACH	21	\$453.00	\$9,513.00		\$0.00	12	\$5,436.00
68	SILT FENCE, TYPE MS	LF	1196	\$1.70	\$2,033.20		\$0.00	1242	\$2,111.40
69	SEDIMENT CONTROL LOG, TYPE B, D, OR E	LF	12150	\$2.60	\$31,590.00		\$0.00	101108	\$26,280.80
70	FILTER BERM, TYPE ROCK SPECIAL	EACH	1	\$868.00	\$868.00		\$0.00	0	\$0.00
71	SOIL BED PREPARATION	AC	14.2	\$1,380.00	\$19,596.00		\$0.00	0	\$0.00



**RESOLUTION R2020-135**

**A Resolution awarding a Contract in the amount of \$3,166,321.22 to Frattalone Companies for the Ridge Creek Park and PLOC Improvements, Project PR-19-001**

WHEREAS, pursuant to an advertisement for bids for the Ridge Creek Park and PLOC Improvements Project, PR-19-001, bids were received, opened on October 30, 2020 and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Alternate</u>
FRATTALONE COMPANIES	\$3,166,321.22	-\$165,784.00
PETERSON COMPANIES	\$3,235,806.22	\$694,220.50
VEIT & COMPANY, INC.	\$3,564,110.81	\$103,615.00
S.M. HENTGES & SONS, INC.	\$3,630,406.15	-\$41,446.00
LINNCO, INC.	\$3,692,645.60	\$414,460.00
JTS CONSTRUCTION	\$3,922,939.00	\$549,159.50
MAX STEININGER, INC.	\$3,934,316.94	-\$55,952.10
STANDARD CONTRACTING, INC.	\$3,949,584.86	-\$49,735.20
SUNRAM CONSTRUCTION, INC.	\$3,974,040.00	-\$176,145.50
ROSTI CONSTRUCTION	\$4,170,513.40	\$20,723.00
RAMSEY COMPANIES	\$5,623,303.10	-\$362,652.50
BLACKSTONE CONSTRUCTION	\$5,982,313.35	-\$49,735.20

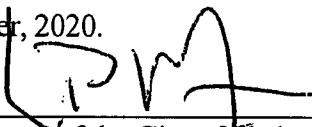
WHEREAS, Frattalone Companies, 3205 Spruce Street, St Paul, MN 55117, is the lowest responsive bidder for the Ridge Creek Park and PLOC Improvements Project;


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, THAT:**

1. The appropriate City officials are hereby authorized and directed to enter into a contract with Frattalone Companies in the name of the City of Shakopee for the Ridge Creek Park and PLOC Improvements Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted in regular session of the City Council of the City of Shakopee,

Minnesota, held this 17<sup>th</sup> day of November, 2020.

  
\_\_\_\_\_  
Mayor of the City of Shakopee

ATTEST:   
\_\_\_\_\_  
City Clerk



**Laserfiche History Report (generated using the Reporting Agent)**

Vendor Number: 128455

Vendor Name: FRATTALONE COMPANY INC

Payment Number: 152244

Payment Date: 11/18/2021

Invoice Number: RDG CRK PARK PLO IMP #7

Invoice Date: 08/31/2021

Invoice Total Amount: \$535933.09

JDE Doc Number: 146080

PID: 817826

Comments:

<b>Activity Name</b>	<b>User</b>	<b>Proxy User</b>	<b>Beg Date</b>	<b>End Date</b>
GL Coding	CNASCENE	CNASCENE	11/09/2021	11/10/2021
Approval	SLILLEHAUG	SLILLEHAUG	11/10/2021	11/15/2021
City Man Approval	BREYNOLDS	BREYNOLDS	11/15/2021	11/15/2021
Finance Review	KMACKLIN		11/15/2021	11/18/2021

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