

## **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting Wednesday, January 17, 2024

## Agenda Item

Item 5. I. - Authorize reimbursement to Carver County for Chaska Creek Re-meander Project

## **Prepared By**

Linda Loomis, Administrator

## Summary

In 2019, Carver County Water Management Organization (CCWMO) approached the LMRWD about partnering on a project to reduce sediment in West Chaska Creek. The Board agreed with the premise of the project and in 2020, entered into a cooperative agreement with the CCWMO.

The actual project is located upstream of the boundaries of the LMRWD. The project, as proposed, planned to re-meander approximately 1,100 linear feet of a ditched segment of West Chaska Creek. Lengthening the channel (by introducing meanders) will reduce water velocity, lower sheer stress on the banks, reconnect the creek to its floodplain and reduce the amount of sediment transported downstream to the Minnesota River. Based on upstream reference reaches and changes observed since the creek was straightened, the projects proposed reduction in Total Suspended Solids (TSS) is estimated at 4,400 pounds per year for 30 years. This project is a partnership with Carver County WMO, who is responsible for development and execution of the project. The LMRWD agreed to contribute \$50,000 to the project. Payment of \$27,441 for the first phase of the project was made in June 2022. The final invoice for \$22,559 was received in January 2024. Tim Sundby, Water Resources Supervisor for the Carver County WMO offered to host a tour of the project.

West Chaska Creek is on the 2024 draft 303d Impaired Waters list. Upstream of Creek Road, where this project is located, the affected designated use for the Creek is Aquatic Life. Fish bioassessments and Benthic macroinvertebrates bioassessments are the listed pollutant or stressor. Downstream of Creek Road, Aquatic Recreation is the affected designated use impairment of the Creek by Fecal Coliform.

## **Attachments**

- Invoice PWM-23-004 and supporting documents
- Cost Share Agreement between the Lower Minnesota River Watershed District and the Carver County Water Management Organization
- Invoice PWM-22-007 and supporting documents

## **Recommended Action**

Motion to authorize reimbursement for Phase 2 of the West Chaska Creek Re-meander Project

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Invoice No

Date

PWM-23-004

12/27/23



## **Carver County**

Financial Services Division PO Box 69 Chaska, MN 55318-0069

\* Bill To: Linda Loomis
 Lower Minnesota River Watershed District
 112 East Fifth St, Suite 102

Chaska, MN 55318

Make checks payable to: Carver County

\* For: Chaska Creek Remeander Project

Date	Description	Amount
4/17/2023	Stantec Invoice #2057192	\$ 62.50
6/1/2023	Stantec Invoice #2085690	\$ 5,198.00
6/5/2023	SW News Media Bid Ad	\$ 30.94
7/31/2023	Stantect Invoice #2102607	\$ 468.75
8/18/2023	Stantect Invoice #2118739	\$ 366.00
10/16/2023	Stantect Invoice #2094710	\$ 3,152.52
11/13/2023	Stantect Invoice #2155023	\$ 12,780.70
12/13/2023	Bituminous Roadways Pay Request #3	\$ 499.59
	TOTAL	\$ 22,559.00

Fund	Dept	Program	Service	Object	Amount
16	000	157	0424	5899	\$ 22,559.00
	•		_	Total	\$22,559.00

**Submitted by:** *Tim Sundby* 

PWM

952-361-1816

Phone



Invoice Number Invoice Date Purchase Order Customer Number Project Number 2057192 March 21, 2023 STAN22-0001 165470 227705172

## **Bill To**

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

## Project Chaska Creek Remeander Phase 2

Project Manager Current Invoice Total (USD) Torve, Kent C 62.50 For Period Ending

February 3, 2023

62.50

62.50

Accounting to email to klarson@co.carver.mn.us and kkoll@co.carver.mn.us. Agreement STAN22-0001

Top Task 100 Professional Services

**Professional Services** 

Category/Employee			Current Hours	Rate	Current Amount
		Wyers, Nicholas P (Nick)	0.50	125.00	62.50
		Subtotal Professional Services	0.50	_	62.50
Top Task Subtotal	Professional Services				62.50

Due upon receipt or in accordance with terms of the contract

**Total Fees & Disbursements** 

INVOICE TOTAL (USD)

## Billing Backup

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Quantity Bill Rate Bill Amount Comment	nment	AP Ref. #
2023-02-01	2023-02-01 227705172 100.01 Direct - Regular	100.01		WYERS, NICHOLAS P (NICK)	0.50	0.50 125.00		62.50 REVIEW PLANS AND SPECIFICATIONS	
				Total Labor:	0:20		\$62.50		
				Total subTask 100.01	0:20		\$62.50		
			Total Project 227705172		0:20		\$62.50		



Invoice Number Invoice Date Purchase Order Customer Number Project Number 2085690 May 31, 2023 STAN22-0001 165470 227705172

Bill To

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Chaska Creek Remeander Phase 2

Project Manager Current Invoice Total (USD) Torve, Kent C 5,198.00 For Period Ending

April 28, 2023

Accounting to email to klarson@co.carver.mn.us and kkoll@co.carver.mn.us. Agreement STAN22-0001

Top Task 100 Professional Services

Low Task 100.01 Plans

**Professional Services** 

Category/Employee		Hours	Rate	Amount
	Wyers, Nicholas P (Nick)	30.00	125.00	3,750.00
	Schroeher, Mark J	7.00	187.00	1,309.00
	Subtotal Professional Services	37.00	_	5,059.00

		Subtotal Professional Services	37.00		5,059.00
Low Task Subtotal	Plans				5,059.00
Low Task	100.03	Construction			.,
<b>Professional Services</b>					
Category/Employee			Current Hours	Rate	Current Amount
		Gregg, Tess Elizabeth	1.00	139.00	139.00
		Subtotal Professional Services	1.00	_	139.00
Low Task Subtotal	Construction				139.00
Top Task Subtotal	Professional Serv	ices			5,198.00
		Total Fees & Disbursements			5,198.00
		INVOICE TOTAL (USD)			5,198.00

Due upon receipt or in accordance with terms of the contract

Billing Backup - Roster

AP Ref. #																						
Bill Amount Comment	748.00 DRAWING AND SPECIFICATION REVIEW	374.00 DRAWING AND SPECIFICATION REVIEW	46.75 DRAWING AND SPECIFICATION REVIEW	140.25 QC REVIEW DISCUSSION WITH NICK WYERS	62.50 UPDATE PLANS AND SPECIFICATIONS	218.75 UPDATE PLANS AND SPECS FOR COUNTY RISK REVIEW	1,281.25 UPDATE PLANS AND SPECS FOR COUNTY RISK REVIEW	250.00 UPDATE PLANS AND SPECS FOR COUNTY RISK REVIEW	62.50 COUNTY COORDINATION	125.00 UPDATE PLANS AND SPECIFICATIONS	62.50 UPDATE SPECIFICATIONS FOR BIDDING	750.00 UPDATE PLANS AND SPECIFICATIONS FOR BIDDING	156.25 UPDATE PLANS AND SPECIFICATIONS FOR BIDDING	125.00 UPDATE PLANS AND SPECIFICATIONS FOR BIDDING	312.50 UPDATE PLANS AND SPECIFICATIONS FOR BIDDING	281.25 UPDATE PLANS AND SPECIFICATIONS FOR BIDDING	62.50 DESIGN COORDINATION	\$5,059.00	69.50 PROJECT COORDINATION/QUESTCDN	69.50 PROJECT COORDINATION/QUESTCDN	\$139.00	\$5,198.00
Bill Rate E	187.00	187.00	187.00	187.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00		139.00	139.00		
Quantity	4.00	2.00	0.25	0.75	0.50	1.75	10.25	2.00	0.50	1.00	0.50	9.00	1.25	1.00	2.50	2.25	0:20	37.00	0.50	0.50	1.00	38.00
Employee/Supplier	SCHROEHER, MARK J	SCHROEHER, MARK J	SCHROEHER, MARK J	SCHROEHER, MARK J	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)		GREGG, TESS ELIZABETH	GREGG, TESS ELIZABETH	8	
Employee Billing Title																		Total subTask 100.01			Total subTask 100.03	
Expnd Type	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular		Direct - Regular	Direct - Regular		Total Project 227705172
Task	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01		100.03	100.03		
Project	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172		227705172	227705172		
Date	2023-03-15	2023-03-16	2023-03-20	2023-03-29	2023-02-06	2023-03-05	2023-03-06	2023-03-07	2023-03-10	2023-03-29	2023-04-05	2023-04-11	2023-04-12	2023-04-18	2023-04-19	2023-04-20	2023-04-27		2023-04-20	2023-04-21		



1221 4th Avenue E., #155 Shakopee, Minnesota 55379

(952) 445-3333

**Advertising Statement** 

ia	1	Billing Period 05/2023		2 <sub> </sub> CA		ser/Client Name COUNTY WA	ATERSHED
	23] .	Total Amount Due		*Unapplied Amou	int 3	Terms of Payment	
		3	0.94				
21  (	Current Ne	t Amount Due	22 30	Days	6	60 Days	Over 90 Days
		30.94		.00		.00	.00
4  Page	Number	5 Billing Date		6	Billed Account	Number	7 Advertiser/Client Number
	7	05/31/23		3 0	22890	T.ECAT.	392890

CARVER COUNTY WATERSHED	Amount Paid:
TIM SUNDBY 600 E 4TH ST	Comments:
CHASKA MN 55318	

		Please Return Upper Portion	With Payment			
10  Date	11  Reference	12 13 14  Description-Other Comments/Charges	15  SAU Size 16  Billed Units	17  Times Run 18  Rate	19  Gross Amount  20  Net Amou	unt
05/18/23	2183650 LEGAL		1.0X14.00	1		94

## Statement of Account - Aging of Past Due Amounts

		/			
21 Current Net Amount Due	22  30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
30.94	0.00	0.00	0.00		30.94

SOUTHWEST NEWS MEDIA

Chanhassen Villager ■ Chaska Herald Jordan Independent ■ Prior Lake American Savage Pacer ■ Shakopee Valley News ■ Southwest Saturday

Mailing address: 1221 4th Ave. E #155, Shakopee, MN 55379

Due date: 06/20/23

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

241	Invoice Number	25	Adve	ertiser Information	
		1  Billing Period	6 Billed Account Number	7  Advertiser/Client Number	2  Advertiser/Client Name
	392890	05/2023	392890	392890	CARVER COUNTY WATERSHEI



Invoice Number Invoice Date Purchase Order Customer Number Project Number 2102607 July 10, 2023 STAN22-0001 165470 227705172

**Bill To** 

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Chaska Creek Remeander Phase 2

Project Manager

Torve, Kent C 468.75 For Period Ending

June 30, 2023

Current Invoice Total (USD) 46

Accounting to email to klarson@co.carver.mn.us and kkoll@co.carver.mn.us. Agreement \$TAN22-0001

**Plans** 

Top Task 100 Professional Services

100.01

**Professional Services** 

**Low Task** 

Category/Employee

Wyers, Nicholas P (Nick)

Subtotal Professional Services

Current
Hours Rate Amount
1.50 125.00 187.50

Low Task Subtotal Plans 187.50

Low Task 100.03 Construction <u>Professional Services</u>

Category/Employee

Wyers, Nicholas P (Nick)

Subtotal Professional Services

Current
Hours Rate Amount
2.25 125.00 281.25

Low Task Subtotal Construction 281.25

Top Task Subtotal Professional Services 468.75

Total Fees & Disbursements 468.75
INVOICE TOTAL (USD) 468.75

Due upon receipt or in accordance with terms of the contract

# Billing Backup - Roster

Date	Project	Task	Expnd Type	Employee Billing Title	Employee/Supplier	Quantity	Bill Rate	Quantity Bill Rate Bill Amount Comment	Comment	AP Ref. #
2023-05-30	2023-05-30 227705172	100.01	Direct - Regular		WYERS, NICHOLAS P (NICK)	1.00	125.00	125.00	125.00 CONTRACTOR COORDINATION, BIDDING COORDINATION	
2023-05-31	023-05-31 227705172	100.01	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.50	125.00	62.50	62.50 CONTRACTOR COORDINATION, BIDDING COORDINATION	
				Total subTask 100.01		1.50		\$187.50		
2023-06-06	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0:20	125.00	62.50	62.50 CONTRACT COORDINATION	
2023-06-07	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.50	125.00	62.50	62.50 CONTRACT COORDINATION	
2023-06-12	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.50	125.00	62.50	62.50 CONTRACT AND CONTRACTOR COORDINATION	
2023-06-13	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.50	125.00	62.50	62.50 CONTRACT AND CONTRACTOR COORDINATION	
2023-06-14	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.25	125.00	31.25	31.25 CONTRACT AND CONTRACTOR COORDINATION	
				Total subTask 100.03		2.25		\$281.25		



Invoice Number Invoice Date Purchase Order Customer Number Project Number 2118739 August 18, 2023 STAN22-0001 165470 227705172

**Bill To** 

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Chaska Creek Remeander Phase 2

Project Manager Current Invoice Total (USD) Torve, Kent C 366.00 For Period Ending

August 4, 2023

Accounting to email to klarson@co.carver.mn.us and kkoll@co.carver.mn.us. Agreement STAN22-0001

Top Task 100 Professional Services

Low Task 100.03 Construction

**Professional Services** 

Category/Employee		Current Hours	Rate	Current Amount
	Doerr, Sylvia M	1.00	145.00	145.00
	Wyers, Nicholas P (Nick)	0.25	172.00	43.00
	Wyers, Nicholas P (Nick)	1.00	178.00	178.00
	Subtotal Professional Services	2.25	_	366.00

Low Task Subtotal	Construction	366.00
Top Task Subtotal	Professional Services	366.00
	Total Fees & Disbursements	366.00
	INVOICE TOTAL (USD)	366.00

Net Due in 14 Days or in accordance with terms of the contract

## Billing Backup - Roster

Date	Project Task	Task	Expnd Type	Employee Billing Title	Employee/Supplier	Quantity	Bill Rate	Quantity Bill Rate Bill Amount Comment		AP Ref. #
2023-08-02	227705172	100.03	100.03 Direct - Regular		DOERR, SYLVIA M	1.00	145.00	145.00	145.00 DROVE TO CHASKA FOR WEST CHASKA CREEK RESTORATION REMEANDER PHASE 2 PRE-CONSTRUCTION MEETING WITH	
									NICK	
2023-07-06	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.25	172.00	43.00	43.00 CONTRACTOR COORDINATION	
2023-07-25	227705172	100.03	Direct - Regular		WYERS, NICHOLAS P (NICK)	0.75	178.00	133.50	133.50 CONTRACTOR COORDINATION, PRECONSTRUCTION	
									COORDINATION	
2023-07-26	2023-07-26 227705172	100.03	100.03 Direct - Regular		WYERS, NICHOLAS P (NICK)	0.25	0.25 178.00	44.50	44.50 CONTRACTOR COORDINATION	
				Total subTask 100.03		2.25		\$366.00		
			Total Project 227705172			2.25		\$366.00		



Invoice Number
Invoice Date
Purchase Order
Customer Number
Project Number

2094710 June 21, 2023 STAN22-0001 165470 227705172

Bill To

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Chaska Creek Remeander Phase 2

Project Manager
Current Invoice Total (USD)

Torve, Kent C 3,152.52 For Period Ending

May 26, 2023

Accounting to email to klarson@co.carver.mn.us and kkoll@co.carver.mn.us. Agreement STAN22-0001

Top Task 100 Professional Services

Low Task 100.01 Plans

Professional Services

Category/Employee	• •	Wyers, Nicholas P (Nick)	Current Hours 25.00	<b>Rate</b> 125.00	Current Amount 3,125.00
		Subtotal Professional Services	25.00	_	3,125.00
Disbursements					
		Direct - Vehicle (mileage)			27.52
		Subtotal Disbursements		_	27.52
Low Task Subtotal	Plans				3,152.52
Top Task Subtotal	Professional Services				3,152.52
	Tot	al Fees & Disbursements			3,152.52
	IN	VOICE TOTAL (USD)			3,152.52

Due upon receipt or in accordance with terms of the contract

## Billing Backup - Roster

AP Ref. #												US4313152	US4313152		
Bill Amount Comment	62.50 UPDATE PLANS FOR BIDDING	125.00 UPDATE PLANS FOR BIDDING	62.50 BIDDING - CONTRACTOR QUESTION COORDINATION	125.00 BIDDING - CONTRACTOR QUESTION COORDINATION	250.00 PRE BID MEETING AND CONTRACTOR COORDINATION	125.00 BIDDING - CONTRACTOR QUESTION COORDINATION	437.50 ADDENDUM UPDATE AND COORDINATION	718.75 UPDATE PLANS AND SPECIFICATIONS FOR ADDENDUM	562.50 UPDATE PLANS AND SPECIFICATIONS FOR ADDENDUM	593.75 BID OPENING AND COORDINATION	62.50 CONTRACTOR COORDINATION	13.76 SITE VISIT	13.76 SITE VISIT	\$3,152.52	\$3,152.52
Bill Rate	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1.00	1.00		
Quantity	0:50	1.00	0.50	1.00	2.00	1.00	3.50	5.75	4.50	4.75	0:20	13.76	13.76	52.52	52.52
Employee/Supplier	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	WYERS, NICHOLAS P (NICK)	10.01	
Employee Billing Title														Total subTask 100.	
Expnd Type	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Regular	Direct - Vehicle (mileage)	Direct - Vehicle (mileage)		Total Project 227705172
Task	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01	100.01		
Project '	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172	227705172		
Date	2023-05-01	2023-05-03	2023-05-15	2023-05-16	2023-05-17	2023-05-18	2023-05-19	2023-05-22	2023-05-23	2023-05-25	2023-05-26	2023-05-17	2023-05-22		



Invoice Number Invoice Date Purchase Order Customer Number Project Number 2155023 November 9, 2023 STAN22-0001 165470 227705172

Bill To

Carver County, MN
Paul Moline
Dept. of Planning & Zoning
600 East Fourth Street
Chaska MN 55318-2185
United States

## Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Chaska Creek Remeander Phase 2

Project Manager
Current Invoice Total (USD)

Torve, Kent C 12,780.70 For Period Ending

September 29, 2023

 $Accounting \ to \ email \ to \ klarson @co.carver.mn. us \ and \ kkoll @co.carver.mn. us. \ Agreement \ STAN22-0001$ 

Top Task 100 Professional Services
Low Task 100.03 Construction

Professional Services

<u>Professional Services</u>	<u>5</u>		Current		Current
Category/Employee	•		Hours	Rate	Amount
		Wyers, Nicholas P (Nick)	36.25	125.00	4,531.25
		Doerr, Sylvia M	56.00	133.00	7,448.00
		Otto, Benjamin Jung (Ben)	1.00	142.00	142.00
		Matthiesen, Edward Armin (Ed)	1.75	220.00	385.00
		Subtotal Professional Services	95.00	_	12,506.25
Disbursements		Direct - Vehicle (mileage)			274.45
		Subtotal Disbursements		_	274.45
Low Task Subtotal	Construction				12,780.70
Top Task Subtotal	Professional Services				12,780.70
	То	tal Fees & Disbursements	_		12,780.70
	IN	VOICE TOTAL (USD)			12,780.70

Net Due in 14 Days or in accordance with terms of the contract

Data Project Task	Expnd Type	Employee/Supplier	Ougntity Rill Rate	Bill Amount	Comment
23 227705172 10	Direct - Recular	Doerr Sylvia M		-	Chaska Creek Remeander
227705172	Direct - Regular		2 133		
9/21/2023 227705172 100.03	Direct - Regular	Doerr, Sylvia M		133 1562.75	Chaska Creek Remeander Construction Oversight
227705172	Direct - Regular	Doerr, Sylvia M	,	99	
9/15/2023 227705172 100.03	Direct - Regular	Doerr, Sylvia M	6.25 133	3 831.25	Construction observation
227705172	Direct - Regular	Doerr, Sylvia M			Construction Oversight
227705172	Direct - Regular	Doerr, Sylvia M	,		
227705172	Direct - Regular	Doerr, Sylvia M	`		Construction observation
227705172	Direct - Regular	Doerr, Sylvia M	1.5 133	15	
9/28/2023 227705172 100.03	Direct - Regular	Otto, Benjamin Jung (Ben)	1 142	.2	Project catch up meeting, Meeting with Tim to review photos and contractor repair items.
9/19/2023 227705172 100.03	Direct - Regular	Wyers, Nicholas P (Nick)	5.5	125 687.5	construction observation and documentation, contractor
9/18/2023 227705172 100.03	Direct - Regular	Wyers, Nicholas P (Nick)	4	125 500	
9/21/2023 227705172 100.03	Direct - Regular	Wyers, Nicholas P (Nick)	4.75 125	593.75	
9/22/2023 227705172 100.03	Direct - Regular	Wyers, Nicholas P (Nick)	1 125	:5 125	
9/27/2023 227705172 100.03	Direct - Regular	Wvers, Nicholas P (Nick)	0.5	5 62.5	contractor coordination
	Direct - Regular	Wyers, Nicholas P (Nick)	5	218.7	
3 227705172	Direct - Regular	Wyers, Nicholas P (Nick)			site visit, client coordination
227705172	Direct - Regular	Nicholas P			site visit, construction observation and documentation
22//051/2	Direct - Regular	Wyers, Nicholas P (Nick)		7	site visit, construction observation and documentation
22//051/2	Direct - Regular	Wyers, Nicholas P (Nick)	0.75 125		site visit, construction observation and documentation
9/8/2023 22/1/05/1/2 100:03	Direct - Regular	Wyers, Nicholas P (Nick)	21 0.1	750	
1	Direct - Regular	Wyers, incholas P (Nick)	2.5 125	E	construction observation and documentation
227705172	Direct - Regular	Wyers, Nicholas P (Nick)	2		construction observation and documentation
9/14/2023 227705172 100.03	- 1	Wyers, Nicholas P (Nick)	0.5 125	5 62.5	construction coordination
227705172	Direct - Regular	Wyers, Nicholas P (Nick)	_	3,	
227705172	Direct - Regular	Wyers, Nicholas P (Nick)	2 125		
9/12/2023 227705172 100.03	Direct - Regular	Matthiesen, Edward Armin (Ed)	1.75 220	385	Site visit w/ Nick W. and Sylvia to look at root wads and general construction.
	Total Sub Task 100.003 - Labor		95.00	\$12,506.25	
9/20/2023 227705172 100.03	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick)	13.1	13.1	site visit
227705172	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick)	13.1	13.1	site visit
227705172	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick)	13.1	13.1	
327705172	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick)	23.58	1 23.58	site visit
9/6/2023 227705172 100.03	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick) Wyers, Nicholas P (Nick)	24.89	1 24.89	site visit
227705172	Direct - Vehicle (mileage)	Wyers, Nicholas P (Nick)	13.1	1 13.1	
9/21/2023 227705172 100.03	Direct - Vehicle (mileage)	Doerr, Sylvia M	26.2	1 26.2	Driving to and from the office for construction oversight at Chaska Creek Remeander.
9/22/2023 227705172 100.03	Direct - Vehicle (mileage)	Doerr, Sylvia M	26.2	1 26.2	Driving to and from the office for construction oversight at Chaska Creek Remeander.
9/18/2023 227705172 100.03	Direct - Vehicle (mileage)	Doerr, Sylvia M	26.2	1 26.2	Driving to and from the office for construction oversight at Chaska Creek Remeander.
9/12/2023 227705172 100.03	Direct - Vehicle (mileage)	Doerr, Sylvia M	26.2	1 26.2	
9/12/2023 227705172 100.03	Direct - Vehicle (mileage)	Matthiesen, Edward Armin (Ed)	29.48	1 29.48	
9/5/2023 227705172 100.03	Direct - Vehicle (mileage)	Doerr, Sylvia M	26.2	1 26.2	Driving to and from the office for construction oversight at Chaska Creek Remeander.
	Total Sub Task 100.003 - Labor		274.45	\$274.45	

Pay Request #3
Carver County Water Management Organization
West Chaska Creek Remeander: Phase 2
Project Numbur: 227705172
12/5/2023

LINE NO.	ITEM	UNIT	QUANTITY	UNIT	PRICE	тот	FAL PRICE	COMPLE	TED	TO DATE	Lass Prev	/ious	Payments	PAY R Decer		
BASE BID:				<del></del>			************	QUANTITY	T	COST	YTITHAUD	T-	COST	QUANTITY		COST
1	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1	\$ 8	,000.00	\$	8,000.00	TEL 1/15.	5	8,000.00	0.5	\$	6,000.00	0.25	5	2.000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$ 5	00,000	5	5,000.00	Carlot Harris	15	5,000.00	0.8	\$	3,750.00	0.25	3	1,250.00
3	REMOVE SEWER PIPE (STORM)	LINFT	143	\$	9.00	5	1,287.00	100	5	900,00	100.0	\$	900.00	0.0	3	4
4	REMOVE FLARED END SECTION	EACH	1	\$	385,00	5	185.00	Lastron - Tricker	5	385.00	1.0	\$	385.00	0.0 -	5	-
5	REMOVE SILT FENCE	LINFT	4500	\$	0.55	5	2,475,00	300	5	165,00	0.0	5	-	300.0	5	165.00
6	CLEAR AND GRUB TREE	EACH	30	\$	400.00	\$	12,000,00	41	15	16,400.00	41.0	5	16,400.00	0.0	3	
7	ADJUST FRAME AND RING CASTING	EACH	1	\$	600.00	5	600.00	arming journe	5	600.00	0.0	3		1.0	5	£00.00
В	COMMON EXCAVATION - ONSITE (EV)	CUYD	2910	\$	6.50	5	18,915.00	3970	Ś	25.805.00	970.0	5	6.365.00	3.000.0	5	19,500.00
9	COMMON EXCAVATION - OFFSITE (EV)	CU YD	1910	5	22,00	\$	42.020.00	850	\$	18,700.00	1,000.0	S	22 000 00	-150.0	5	(3,300,00
10	SALVAGE AND RESPREAD TOPSOIL	LUMP SUM	1	5 2	500,00	5	2,500.00	1841	5	2,500.00	0.9	S	2.250.00	0.1	5	250,00
11	FABRIC ENCAPSULATED SOIL LIFTS	LINFT	550	\$	56.00	5	30,500.00	550	5	30.800.00	550 0	5	30,800.00	0.0	5	230.00
12	RANDOM RIPRAP, CLASS II	TON	500	\$	74.00	5	17,000.00	542	15	40,103.00	542.0	3	49,108.00	0.0	Š	
13	RANDOM RIPRAP, CLASS III - CROSS VANE	TON	20	5	79.00	5	1,580.00	20	S	1,580 00	20 0	\$	1,580.00	0.0	5	
14	GRANULAR FILTER MATERIAL	TON	20	\$	53 00	S	1.060 00	19	1 5	1.007.00	19.0	5	1,007,00	0.0	5	
15	INLET PROTECTION - MAINTAINED	EACH	13	\$	145.00	5	1,885.00	-11	S	1,595.00	11.0	S	1,595.00	0.0	5	
16	SILT FENCE TYPE MS - MAINTAINED	LINFT	1450	5	2.50	\$	3.625.00	1400	Š	3,500 00	1,400.0	\$	3,500.00	0.0	5	
17	FLOATING SILT CURTAIN, TYPE HEAVY DUTY - MAINTAINED	LINFT	120	\$	16 00	5	1,920.00	60	ş	960.00	60.0	S	960.00	0.0	5	-
18	SEDIMENT CONTROL LOG TYPE STRAW - MAINTAINED	LINFT	760	5	3.50	5	2,660.00	840	S	2,940.00	450.0	5	1.575.00	390.0	5	1,365.00
19	STABILIZED CONSTRUCTION ENTRANCE - MAINTAINED	LUMP SUM	1	5 1	200.00	5	1,200.00	1	5	1,700.00	1.0	5	1,200,00	0.0	5	
20	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10	5	165.00	5	1,650.00	3.	S	495.00	3.0	3	495.00	0.0	5	
21	ROOT WADS	EACH	42	5	285.00	S	11,970.00	35	5	9,975.00	35.0	5	9.975.00	0.0	5	
22	SEEDING	ACRE	2.4		.100 00	5	2,640.00	2.6	5	2.860.00	0.0	5	*	2.6	5	2.860.CC
23	SEED, MIXTURE 34-261	POUND	70	5		S	2,730.00	54	15	2,106.00	0.0	5		54.0	5	2,106.00
24	SEED, MIXTURE 35-221	POUND	10	s		5	450.00	43	5	1,935.00	0.0	S	•	43.0	5	1.935.00
25	TEMPORARY SEEDING, SEED MIX 21-112	ACRE	2.4			S	2,400.00	0	3		0.0	5		0.0	-	1,555,00
26	EROSION CONTROL BLANKET, CATEGORY 25	SQ YD	6400	5	2.50	3	16,000.00	8200	5	15,500.00	1,738.0	5	4.345.00	4,462.0	5	11,155 00
27	COIR EROSION CONTROL MAT	SQ YD	1040	5	5.60	5	5.824.00	1102	5	6,171:20	1,102.0	5	0.171.20	0.0	5	11,133.00
28	HYDRAULIC MATRIX, TYPE BONDED FIBER MATRIX (BFM)	POUND	6000	5	1.70	\$	10,200.00	4720	5	8,024.00	0.0	s	4,171,20	4,720.0	5	8,024,00
29	CONIFEROUS TREE 6' HT B&B	EACH	5	5	930.00	3	4,650.00	5	5	4.650.00	0.0	3		5.0	Š	4,650.00
30	CONIFEROUS TREE B' HT B&B	EACH	1		030.00	5	1.010.00	2011	Š	1,030.00	0.0	\$		1.0	5	1,030.00
31	DECIDUOUS TREE 2.5" CAL B&B	EACH	2		930.00	3	1,860.00	2	5	1.860.00	0.0	3	•	2.0	3	1,850.00
32	DECIDUOUS TREE 3" CAL B&B	EACH	1		.030.00	5	1,030.00	1	5	1,000.00	0.0	5	•	1.0	3	1,630.00
33	ORNAMENTAL TREE, 2" CAL B&B	EACH	5		100.00	5	5.500.00		5	5.500.00	0.0	5	-	5.0	1	5,500.00
34	DECIDUOUS SHRUB, NO 5 CONT	EACH	6		375.00	1	2.250.00	6	5	2,250.00	0.0	1		6.0	3	2,250.C0
35	CONSTRUCT, MAINTAIN & RESTORE SITE ACCESS, CHANNEL CROSSING & STAGING AREA	LUMP SUM	-1	-	400 00	\$	4,400.00	4	\$	4,400.00	0,9	\$	3,960,00	0.0	5	440.00
			T	OTAL BA		\$	249,496,00	L	\$	229,931.20	L	8	165,261,20	<u>uı</u>	5	64,670.00

TOTAL ORIGINAL CONTRACT: \$ 249,495.00

\$ 229,931,20

\$ 165,261.20

\$ 64,670.00

CONTRACT SUMMARY

ORIGINAL CONTRACT AWARD AMOUNT \$ 249,496.00

	COMPLETE TO DATE	LESS PREVIOUS PAYMENTS	PAY REQUEST #3
SUBTOTAL	\$ 220,931.20	\$ 165,261,20	\$ 64,670,00
CURRENT RETAINAGE (1%)	\$ 2,299,31	\$ 8,263.06	\$ 646,70
OTAL CURRENT PAY REQUEST	\$ 227,631.83	\$ 156,938.14	\$ 64,023.30

## SECTION 00 62 76 APPLICATION FOR PAYMENT FORM

OWNER: PROJECT:	Carver County West Chaska Creek Remeander: Phase 2		
CONTRACTOR:	Bituminous Roadways, Inc.		
	PAY ESTIMATE NO. 3		
Original Contract	Amount:	\$	249,496.00
Contract Changes	approved to Date (List Change Order Numbers):		N/A
Revised Contract	Price :	\$	249,496.00
Work Completed t	o Date (attached):	\$	229,931.20
Retainage to Date	,5%: 1% - Meets Substantial Completion (TS 12/13)	\$	2,299.31
Work Completed t	o Date Less Retainage to Date:	\$	227,631.89
Total Amount Prev	riously Certified:	\$	156,998.14
Payment Request	This Estimate:	\$	70,633.75
	nalty of perjury that this account, claim, or demand is just and fit has been paid.	d corre	ect
CONTRACTOR	hnal		
CONTRACTOR			

## **CERTIFICATE OF CONTRACTOR**

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 06/13/2023 between betweeen the County of Carver (OWNER) and Bituminous Roadways, Inc. (CONTRACTOR) and all authorized changes therto:

	Garrett Jedlick	
Ву	Don't find	
Títle	Manger	
	<b></b>	
$\mathcal{M}$	-1-11	

Date

Date

Date

12/8/2023

**END OF SECTION** 

Approval:

(CONTRACTOR)

SERVICES, INC.

STANTEC CONSULTING

COUNTY OF CARVER

## Cost Share Agreement between the Lower Minnesota River Watershed District and the Carver County Water Management Organization

Project Lead:

Carver County Water Management Organization

(Name, address, telephone

Paul Moline, Planning and Water Management Manager

and email)

600 E 4<sup>th</sup> Street Chaska, MN 55318 952-361-1825

pmoline@co.carver.mn.us

Project

Lower Minnesota River Watershed District

Cooperator:

<u>Linda Loomis, Administrator</u> 112 East 5th Street, #102

(Name, address, telephone

Chaska, MN 55318

and email)

Chaska, MN 55318 763-545-4659

naiadconsulting@gmail.com

Location (County):

Carver

This agreement dated \_\_\_\_\_\_ between <u>Carver County Water Management Organization (CCWMO)</u> and the <u>Lower Minnesota River Watershed District (LMRWD)</u> is entered into in order to establish stormwater BMPs as outlined within this agreement.

This Agreement covers lands in T 115 N, R 23 W, S. 6 adjacent and within the following watercourse West Chaska Creek (AUID: 07020012-802), as specified in the project proposal. The term of this Agreement shall be ten (10) years from the date of project construction completion.

- I. Project Summary:
  - A) The project will re-meander approximately 1,100 linear feet of a ditched segment of West Chaska Creek – resulting in a longer, more sinuous channel that more closely mimics unaltered channel conditions.
  - B) Lengthening the channel will reduce water speeds, lower sheer stress on the banks, reduce numbers and frequency of bank failure, reconnect the stream to its floodplain, and reduce the amount of sediment transported downstream. Based on upstream reference reaches and changes observed since the stream was straightened, the re-meander project will reduce total suspended solids by an estimated 4,400 lbs/yr.
  - C) LMRWD will reimburse CCWMO \$50,000 of documented project costs.
  - D) This project is Phase 2 of the West Chaska Creek Remeander Project. Phase 2 will incorporate connecting the existing ditch to five meanders that were completed in Phase 1, the disconnection of a tile line main from the ditch to a new shallow depression, plugging of the ditch between meanders, final grading, and planting of native vegetation.

## II. CCWMO RESPONSIBILITIES

A) The CCWMO is responsible for maintaining the project for a period of ten (10) years to ensure that the conservation objective of this practice is met. CCWMO will return to LMRWD any cost share funds it already received under paragraph II. B, in the event that this condition is not satisfied. Minimum maintenance includes watering when needed during the first year or two and removing all invasive and exotic species that encroach on the project as discovered.

- B) CCWMO agrees to the terms of installation, maintenance and monitoring outlined in the approved project proposal. Construction of the project will be in accordance with good engineering practices and generally accepted guidelines for Best Management Practices. Acceptable guidelines include Local Water Plan Standards, Rules and Regulations and the MPCA guidelines within "Stormwater Manual".
- C) CCWMO agrees to allow LMRWD access to the project area for construction, maintenance, evaluation and monitoring of the project during installation and post completion. CCWMO agrees to make the site available as a demonstration site to the general public with prior notification.
- D) CCWMO is responsible to bid, construct, and maintain the Project. The Landowner shall secure all necessary permits for the project.
- E) CCWMO will submit to LMRWD Staff proof of Project expenditures and proof of Project completion.
- F) Carver County Staff will monitor the Project periodically to evaluate short- and long-term performance. Data collected as a result of this monitoring effort will be made available to both the Landowner and to the general public.

## III. LMRWD RESPONSIBILITIES

- A) LMRWD assumes no liability for injury or damage, other than that caused by its own negligence, in the project area. The Project Cooperator assumes no jurisdiction over the project area for purposes of controlling trespass, noxious weeds, granting rights-of-way, or other incidents of ownership.
- B) LMRWD is financially responsible as a cost share \$50,000
- C) Upon LMRWD acceptance of the Project's completion after Final Inspection or within one year of this date of this agreement, whichever is later, LMRWD will release 100 per cent of its cost share amount as described previously. Final inspection will include verification of specified items and connections.
- D) As a condition subsequent to LMRWD obligations herein, CCWMO must maintain the Project through completion of the Project and for a period of ten (10) years after installation. CCWMO will return to LMRWD any cost share funds it already received under paragraph II. B, in the event that this condition is not satisfied.

## IV. MISCELLANEOUS:

- A) This Agreement may be amended by mutual consent of CCWMO and LMRWD. LMRWD shall have no obligation to restore the land to its original condition upon expiration or termination of this Agreement.
- B) Nothing contained in this agreement is intended or shall be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between parties.
- C) Except if arising from or out of LMRWD Staff's fault or negligence, CCWMO agrees to indemnify and defend LMRWD Staff, its successors, and assigns against and will hold harmless LMRWD Staff, its successors, and assigns from any claims, expenses, or damages, including attorney's fees, arising from CCWMO performance of this agreement.
- D) This agreement shall be binding upon and inure to the benefit of CCWMO and LMRWD, and their respective successors and assigns: provided, however, that neither party may assign this agreement without the prior written consent of the other. Any modification, alteration, amendments, deletions, or waivers of the provisions of this agreement will be valid only when mutually agreed upon in writing by both parties.

- E) This agreement will be effective as of the date of all signatures required below have been provided. The date of the last signature will be the date of this agreement and will be inserted in the first paragraph on page 1.
- F) Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.
- G) It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.
- H) Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the parties agree that the County of Carver, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

CARVER COUNTY WMO  DocuSigned by:  5A10677562B942D  X By: dave hemze	LOWER MINNESOTA RIVER WATERSHED DISTRICT
Its County Administrator	By: Jesse Hartmann
Date: 5/18/2020   8:58:11 AM PDT	ItsPresident
DocuSigned by:	Date:
063849C1F022428 By: James Ische	
County Board chair	Approved as to form & execution:
ltsCounty Board chair  Date: 5/18/2020   11:41:51 AM PDT	John (. Loll 5/6/2020   10:22:57 AM CE
Date:	— Bistrict-Attorney

Approved as to form & execution:

Docusigned by:

5/

5/18/2020 | 8:48:36 AM PDT

**Attorney**441...

Date	05/27/22
Jace	03/21/22



## **Carver County**

Financial Services Division PO Box 69 Chaska, MN 55318-0069

\* Bill To: Linda Loomis

Lower Minnesota River Watershed District 112 East Fifth St, Suite 102 Chaska, MN 55318

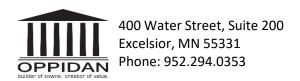
\* For: Chaska Creek Remeander Stilling Basin

Make checks payable to: Carver County

Date	Description	Amount
05/17/22	Chaska Creek Remeander Stilling Basin	\$ 27,441.00
	TOTAL	\$ 27,441.00

Fund	Dept	Program	Service	Object	Amount	
16	000	157	0424	5280	\$	27,441.00
	-	-		Total	\$	27,441.00

Submitted by:	
Tim Sundby	
PWM	
952-361-1816	
Phone	



## Invoice

DATE INVOICE

May 17, 2022

MG002

**DUE DATE** 

**Upon Receipt** 

**Bill To:** 

Carver County Attn: Tim Sundby 600 E 4th Street Chaska, MN 55318

DESCRIPTION	AMOUNT
Chaska Creek Settling Basin Work 2021 - Remaining Balance - See attached Frattalone Change Order - Previously paid \$20,000 on inv # MG001	\$7,441.00
PAYMENT DU	E \$7,441.00

## Please Remit Payment to:

Oppidan, Inc. 400 Water Street, Suite 200 Excelsior, MN 55331



## SUBCONTRACTOR CHANGE ORDER

To: Oppidan

400 Water Street, Suite 200

Excelsior, MN 55331

Project: Chaska Creek

FCI Job #: 21065.1

CO Number One

Date: 10/12/2021

## **CONTRACT CHANGE ORDER DESCRIPTION**

**Settling Basin Installation** 

Excavation 587 CY @ \$3.00 = \$1,761.00 Rip Rap 50 CY @ \$125.00 = \$6,250.00 **Erosion Blanket & Seed** 1300 SY @ \$2.00 = \$2,600.00 48" RCP Pipe 38 LF @ \$442.89 = \$16,830.00

Grand Total \$27,441.00

**CONTRACT RECAP** 

Original Contract Amount \$2,106,297.00
Previous Change Orders/Extras \$0.00
Adjusted Contract Amount \$2,106,297.00
Current Change Order \$27,441.00
Revised Contract Amount \$2,133,738.00

Oppidan

Frattalone Companies, Inc.

Accepted By:

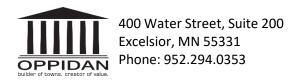
10/20/21

Date

Nate Adams

Accepted By

Date



## **Invoice**

DATE INVOICE March 4, 2022

MG001

**DUE DATE** 

**Upon Receipt** 

**Bill To:** 

Carver County Attn: Tim Sundby 600 E 4th Street Chaska, MN 55318

DESCRIPTION		AMOUNT
Chaska Creek Settling Basin Work 2021 - Partial Invoice - See attached Frattalone Change Order		\$20,000.00
	PAYMENT DUE	\$20,000.00

## Please Remit Payment to:

Oppidan, Inc. 400 Water Street, Suite 200 Excelsior, MN 55331



## SUBCONTRACTOR CHANGE ORDER

To: Oppidan

400 Water Street, Suite 200

Excelsior, MN 55331

Project: Chaska Creek

FCI Job #: 21065.1

CO Number One

Date: 10/12/2021

## **CONTRACT CHANGE ORDER DESCRIPTION**

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**CONTRACT RECAP** 

Original Contract Amount \$2,106,297.00
Previous Change Orders/Extras \$0.00
Adjusted Contract Amount \$2,106,297.00
Current Change Order \$27,441.00
Revised Contract Amount \$2,133,738.00

Oppidan

Frattalone Companies, Inc.

Accepted By:

10/20/21

Date

Nate Adams

Accepted By

Date