

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Members of the Edina Housing & Redevelopment Authority

Agenda Item #: V.

From: Ross Bintner, PE, Environmental Engineer

The Recommended Bid is

Within Budget

Not Within Budget

Date: February 17, 2015

Subject: Request for Purchase – Authorize Award of Bid for Promenade Phase 4, Associated Professional Services, and Termination of Agreement

Date Bid Opened or Quote Received:
February 5, 2015

Bid or Expiration Date:
NA

Company:

Meisinger Construction
Peterson Companies
Sunram Construction

Amount of Quote or Bid:

\$1,268,550.00
\$1,443,339.23
\$1,532,970.00

Recommended Quote or Bid:

Meisinger Construction

\$1,268,550.00

General Information:

In addition to the Award of Bid for Promenade Phase 4, you are authorizing:

1. Engineering Services
2. Specialty Engineering Services
3. Termination of Cooperative Agreement with Nine Mile Creek Watershed District

Promenade Phase 4 (Engineering Contract ENG14-8, CIP item 15-172) was bid on February 5. Costs came in 10% above the engineers estimate presented at the January 6 Council work session.

Staff recommends award of the base bid to Meisinger Construction. The base bid includes natural rock for the sides of the pond and channel, with colored, stained and formed concrete for the channel and pond bottoms. Bid alternatives were included to give options for material type of the stream or pond bottom.

Staff has reviewed the qualifications of Meisinger Construction and has determined that they are qualified to complete the project. They have project experience with the Met Council and City of Minneapolis, among others.

Purchase agreement examples for Oxymoron by Stillman (\$25,250) and Sand Hill Cranes by Dehne (\$6,500) are attached and total \$31,750. The only appropriate funding source is park dedication fees. Due to the bid coming in over budget, staff is not recommending purchase of public art with this project.

Regional stormwater infiltration was removed from the project scope due to low level soil contamination issues and a confining clay layer in deep soil samples limiting infiltration. This portion of the project was

subject to a cooperative agreement with Nine Mile Creek Watershed District, attached is letter to terminate that agreement.

Hennepin County Environmental Response Fund (ERF) grant funding has been approved for soil remediation and related specialty professional services. The County is finalizing the grant agreement. This item will come to Council at a future city council meeting.

Two tables below describe total costs and funding sources. Funding sources are consistent with the CIP and January 5 Council work session numbers with the \$119,513 overage split between park dedication and tax increment funding sources.

CONSTRUCTION PHASE COST	Cost	Recommended Funding Source:
Water feature and public art nodes	\$465,261	7171 France park dedication fees HRA/Centennial Lakes TIF district
Landscaping, public lighting, electric controls and irrigation.	\$389,342	
Pedestrian walk, crossings, and associated grading and wall.	\$199,910	
Stormwater, Soils remediation and disposal, wildlife habitat plantings.	\$202,469	Stormwater utility Hennepin County ERF Grant
Cost Reimbursable by 71 France Agreement	\$11,568	71 France Developer
SUBTOTAL CONSTRUCTION	\$1,268,550	
URS Inc. – Construction Professional Services	\$105,000	7171 France park dedication fees HRA/Centennial Lakes TIF district
Barr Engineering - Specialty Professional Services (Soils and Habitat Planting)	\$36,800	Hennepin County ERF Grant Stormwater utility
TOTAL	\$1,410,350	

FUNDING BY SOURCE	Funding	Notes:
Park Dedication	\$640,000	Eqv. To 128 Units @ \$5000 each \$60,000 over CIP-127 estimate
Tax Increment Funds (TIF) / HRA	\$519,513	\$59,513 over CIP-127 estimate
Utility Fund – Storm	\$200,269	Classified as outside rate study
Grants and Donations	\$39,000	Hennepin County ERF Grant
Reimbursable to 71 France Developer	\$11,568	71 France Developer
TOTAL	\$1,410,350	

This request for purchase has a City Council companion agenda item.

Attachment:

- Engineering Services URS (Item #1)
- Specialty Professional Services BARR (Item #2)
- Termination of Agreement with Nine Mile Creek Watershed (Item #3)
- Example Public Art Work Purchase Agreements (Items #4,5)
- Select Plan Sheets (Item 6)



February 2, 2015

Chad Millner, PE
Director of Engineering
City of Edina
7450 Metro Boulevard
Edina, MN 55439

RE: Promenade Phase 4
Professional Services Proposal for Construction Services

Dear Chad,

We are providing the following proposal for your consideration related to our recent discussions regarding the preparation of Final Construction documents and bidding services related to the construction of the Edina Promenade Phase 4 Improvements project in accordance to the Master Agreement for Professional Engineering Services. Our proposed scope of work includes two components: additional design and bidding phase services related to the extension of the project schedule from 2014 construction to 2015 construction; Construction phase services to be provided as requested by City staff for site observation, shop drawing review, RFIs and potential design modifications.

Proposed Scope of Work

A. Additional Design Phase Services

The original project scope envisioned a construction period in the summer of 2014 and a combined park and infiltration project. As a result of schedule changes for the 71 France project, the project construction was delayed until 2015. Another significant change included the removal of the infiltration project due to soil investigations that indicated contaminated soils. The soil investigation also required special provisions and quantities to help manage the contaminated soils that are expected to be encountered with the project. Through the summer and fall of 2014, URS staff met with the Edina Arts Committee to refine project elements in conjunction with input from the arts community. These discussions resulted in several modifications to the proposed plazas, channels, pond and landscape areas.

B. Construction Phase Services

We understand that the City may perform a significant amount of the on-site construction phase observation and inspection services which would reduce the amount of on-site inspector time associated with our proposed services. Our proposal includes estimated labor associated with performing complete on-site construction phase services although we understand that our on-site services will be performed only as requested by the City. Services associated with the construction phase of the project include on-site inspection, responses for Contractor questions, review of shop drawings, review of mock-ups, quantity verification, stakeholder coordination, plan modifications and as-built preparation.



Proposed Fees

Our proposed not-to-exceed budget is based upon the scope of services outlined above. We anticipate a separate proposal for professional services related to construction inspection and administration to be based upon the final construction documents. Actual fees will be billed on a time and expense basis.

A. Additional Design Phase Services		
Project Manager (Greg Brown):	30 hours @ \$175.00/hr. =	\$ 5,250.00
Landscape Architect (Kathy Ryan):	60 hours @ \$120.00/hr. =	\$ 7,280.00
Senior CADD Technician	24 hours @ \$135.00/hr. =	\$ 3,240.00
Administrative:	12 hours @ \$90.00/hr. =	<u>\$ 1,080.00</u>
Subtotal professional labor		\$16,850.00
B. Construction Phase Services (as requested by City Staff)		
Project Manager (Greg Brown):	100 hours @ \$175.00/hr. =	\$17,500.00
Landscape Architect (Kathy Ryan):	160 hours @ \$120.00/hr. =	\$19,200.00
Senior CADD Technician	40 hours @ \$135.00/hr. =	\$ 5,400.00
On-Site Inspector:	480 hours @ \$90.00/hr. =	\$43,200.00
Administrative:	12 hours @ \$90.00/hr. =	<u>\$ 1,080.00</u>
Subtotal professional labor		\$ 86,380.00
Expenses (mileage, printing, etc.)		<u>\$ 1,770.00</u>
Total proposed fees		\$105,000.00

Schedule

The following is the proposed project schedule:

Bid Date	Feb 5, 2015
Construction Contract Award	Feb 17, 2015
Begin Construction	Apr 1, 2015
Complete Construction	Sep 25, 2015

We are therefore requesting that the City of Edina authorize a scope of work for URS related to the above-referenced project for an amount not-to-exceed \$105,000.00. We anticipate the scope of services to be complete by October 31, 2015.



We are pleased to continue our involvement with the Edina Promenade and look forward to continuing our working relationship with the City. If you should have any questions or require additional information, please contact me at 612-373-6479 or by e-mail at greg.s.brown@urs.com.

Sincerely,

URS Corporation

Gregory S. Brown, PE
Senior Associate, Project Manager

Michelle Julius
Vice President

This proposal is accepted by _____ on the ____ day of
February, 2015.

By: _____

Title: _____



February 6, 2015

Mr. Ross Bintner, P.E.
Environmental Engineer
City of Edina
4801 W. 50th Street
Edina, MN 55424

**Re: Centennial Lakes Promenade Phase 4 Pond and Landscape Improvements
Proposal for Remedial Action Plan Oversight and Vegetation Planting Oversight**

Dear Mr. Bintner:

Barr Engineering (Barr) is pleased to provide the City with this proposal for environmental and ecological services related to the above-referenced project performed under Master Service Agreement dated December 9, 2103.

Barr proposes to continue providing assistance to the City and URS in preparation for project bid evaluation and anticipate performing the following activities in conjunction with RAP implementation, as detailed in the attached cost estimate:

- Construction Oversight
 - Includes preparation of a project health and safety plan for Barr staff and safety coordination with the selected Contractor.
 - Includes attendance at weekly construction meetings to facilitate communication of schedule expectations
 - Includes two weeks of approximately half-time construction oversight and associated office staff support during field activities
 - Includes an assumed 7 soil samples for analysis of volatile organic compounds, semi-volatile organic compounds, diesel range organics, gasoline range organics, and the MPCA list of priority pollutant metals. Assumes a 5-day turnaround from the lab.
- Reporting
 - Includes preparation of a Remedial Action Implementation Report, with information provided by URS (e.g., survey of volumes, weight tickets/manifests for disposal, etc.).
 - Includes one round of minor revisions by the City prior to submittal to MPCA

- Planting Oversight
 - Includes coordination with planting subcontractor for schedule information
 - Includes two field days for oversight and instruction
- Project Management
 - Includes two meetings with City Staff for coordination
 - Includes routine project management and administration (client communications, invoicing, project recordkeeping, etc.)

If this proposal is satisfactory, please sign the enclosed copy of this letter in the space provided. Thank you for the continued opportunity to assist the City of Edina. Please let me know if we can provide additional information in support of this proposal.

Sincerely,



Dan Fetter, P.E.,

Vice President
(952)-832-2741
djf@barr.com

enc. Cost Estimate

Accepted this _____ day of _____, 2015

By _____

Its _____



Project Name: RAP Implementation Oversight and Reporting
 Client Name: City of Edina
 Date: 2/6/2015
 Approved by: Dan Fetter, P.E.

Name (Last, First) Initials Billing Rate Project Role	Fetter, Daniel DJF \$195.00	Eisen, Kevin KAE \$145.00	Neuens, Anthony ADN \$100.00	Pasi, Dana DLB \$100.00	Leuthold, Kurt KAL \$160.00	Rozumalski, Fred FJR \$150.00	Graphics Graphics \$90.00	Data/Admin Data/Admin \$80.00	Subtotal Labor	Expenses	Sub Contractors	Project Total
Ongoing Pre-Construction Coordination, plans/specifications (Winter)												
URS, City of Edina, State Regulators	10	2	6		1		2	2	\$ 3,340.00	\$ 160.00	\$ -	\$ 3,500.00
Subtotal	10	2	6	0	1		2	2	\$ 3,340.00	\$ 160.00	\$ -	\$ 3,500.00
Construction Oversight (Spring)												
PHASP/Safety Coordination	1	2	4	0	1		0	0	\$ 1,045.00	\$ 100.00	\$ -	\$ 1,145.00
Weekly Construction Meeting Attendance	0	2	20	0	0		0	0	\$ 2,290.00	\$ 115.00	\$ -	\$ 2,405.00
Field Oversight and Office Support	2	8	60	4	0		2	4	\$ 8,450.00	\$ 2,400.00	\$ 4,600.00	\$ 15,450.00
Subtotal	3	12	84	4	1		2	4	\$ 11,785.00	\$ 2,615.00	\$ 4,600.00	\$ 19,000.00
Reporting												
RAP Implementation Report	3	8	24	2	2		4	8	\$ 5,665.00	\$ 335.00	\$ -	\$ 6,000.00
Subtotal	3	8	24	2	2		4	8	\$ 5,665.00	\$ 335.00	\$ -	\$ 6,000.00
Project Management (4 months)												
Project Management and Administration	2	6	2	2	1		0	6	\$ 2,300.00	\$ 200.00	\$ -	\$ 2,500.00
City Meetings (Pre-Bid, Pre-Construction)	4	4	4	0	4		2	2	\$ 2,740.00	\$ 60.00	\$ -	\$ 2,800.00
Subtotal	6	10	6	2	5		2	8	\$ 5,040.00	\$ 260.00	\$ -	\$ 5,300.00
Planting Oversight												
Coordination			1				1		\$ 250.00			\$ 250.00
Field Oversight and Office Support							11		\$ 1,650.00	\$ 100.00		\$ 1,750.00
Subtotal	0	0	1	0	0		0	0	\$ 1,900.00	\$ 100.00	\$ -	\$ 2,000.00
Project Subtotal	22	32	121	8	9		10	22	\$ 27,730.00	\$ 3,470.00	\$ 4,600.00	\$ 35,800.00
Contingency %	0.00%											
Project Total												\$ 35,800.00

Assumptions:

- Pre-Construction Coordination - URS scheduling and communication of environmental concerns, draft plans and specifications.
- Assumes modification of existing PHASP for construction oversight activities
- Weekly Construction Meeting attendance - assumes 2 hrs/week for 10 weeks for coordination. PM kickoff meeting only
- Assumes 2 weeks of approximately half-time Construction oversight and office support (30 hrs/week Field; 10 hrs/week combined office support)
- RAP Implementation report is assumed to be produced in coordination w/ URS (e.g., URS provides figures for extent of excavation, survey volumes, weight tickets for disposal, etc.)
- Project Management and Administration includes Client Communication, invoicing, and project recordkeeping.
- Field sampling includes 7 samples (6 based on 3,000 CY; 1 per 500 CY; + 1 QC). Analyzed for SVOC, VOC, DRO w/ Silica gel cleanup; GRO, Priority Pollutant Metals; 5-day TAT
- Includes 2 meetings with the City for coordination
- Includes coordination with Planting subcontractor and oversight of plant placement

9 Mile Creek

W A T E R S H E D D I S T R I C T

12800 Gerard Dr • Eden Prairie, MN 55346 • 952-835-2078 • 952-835-2079 (fax) • www.ninemilecreek.org

January 20, 2015

Hon. James Hovland
Mayor
City of Edina
4801 West 50th St
Edina MN 55424

Re: Termination of Centennial Lakes Volume-Control Project

Mayor Hovland,

In June, 2013, the City of Edina and the Nine Mile Creek Watershed District entered a cooperative agreement to study the feasibility of constructing a storm water management facility as part of the Centennial Lakes Promenade Phase 4 project to achieve mutual storm water-management goals. The feasibility study was completed in September, 2013. (A copy of the agreement is attached for reference.)

Following the feasibility study, the City of Edina and the Nine Mile Creek Watershed District entered a second cooperative agreement in December, 2013, for the design, construction and operation of an underground irrigation and infiltration system, along with shallow gardens and rock channels, for integration into the Centennial Lakes Promenade recreational area. (A copy of the agreement is attached for reference.)

Since then, staff from, both, the city and district have diligently pursued the project, but further analysis of site conditions has shown that the project location is not conducive to infiltration of storm water. As a result of the additional analysis, city and district staff have concluded that the best management of public resources requires the termination of the project in accordance with paragraph 6.9 of the second cooperative agreement.

In accordance with the terms of both cooperative agreements, the Nine Mile Creek Watershed District directed its engineer, Barr Engineering, to conduct the feasibility study, and to design and prepare necessary construction documents (drawings, technical specifications) for the project. In accordance with the first cooperative agreement, the district has incurred costs of \$38,114.36 and pursuant to paragraph 5, page 2 of the cooperative agreement now requests reimbursement of 50 percent of these costs, or \$19,057.18. Also, in accordance with the second cooperative agreement, the district has incurred design costs of \$62,333.52, and pursuant to paragraphs 3.1 and 5.8 of the cooperative agreement now requests reimbursement of 50 percent of these costs, or \$31,166.76. The total reimbursement of 50 percent of the feasibility study and 50 percent of the design costs being requested is \$50,223.94.

Board of Managers

Steve Kloiber - Edina

Corrine Lynch - Eden Prairie

Louise Segreto - Edina

Jodi Peterson - Bloomington

Maressia Twele - Minnetonka

My signature here and your countersignature below signify agreement of our two entities to the termination of the cooperative agreement pursuant to its terms. On the City of Edina's payment to the Nine Mile Creek Watershed District in accordance with the calculation above and attachments the parties will have no further obligations to each other under the cooperative agreement and for the Centennial Lakes Promenade project. Please return a fully executed original to our administrator, Kevin Bigalke.

On behalf of the Board of Managers, thank you for your continuing partnership.

Sincerely,



Corrine Lynch, President
Board of Managers,
Nine Mile Creek Watershed District

Agreed:

CITY OF EDINA

MAYOR

By: James Hovland

Date: _____

CITY MANAGER

By: Scott Neal

Date: _____

c/ City Manager, Ross Bintner, Kevin Bigalke

Kevin Bigalke

From: Kurt Leuthold <KLeuthold@barr.com>
Sent: Monday, January 19, 2015 2:01 PM
To: Kevin Bigalke
Cc: Kurt Leuthold; Janna Kieffer
Subject: Centennial Lakes Fees

Hi Kevin.

Here is the summary of our fees for the Centennial Lakes Project:

Phase 1 Feasibility Study - \$38,114.36 - Cooperative Agreement #1
Design - \$62,333.52 - Cooperative Agreement #2

Let me know if you need anything else.

Thanks,

Kurt

Kurt Leuthold, LEED AP, PE

Vice President
Senior Civil Engineer
Minneapolis office: 952.832.2859
cell: 612.751.3100
kleuthold@barr.com
www.barr.com

resourceful. naturally.



COOPERATIVE AGREEMENT
Between the Nine Mile Creek Watershed District
and the City of Edina

Edina Centennial Lakes Runoff Volume Reduction Plan

This Agreement is made by and between the Nine Mile Creek Watershed District (NMCWD), a watershed district created pursuant to Minnesota Statutes Chapter 103D, and the City of Edina ("Edina"), a statutory city of the State of Minnesota.

Recitals and Statement of Purpose

WHEREAS the NMCWD has an approved Water Resources Management Plan pursuant to Minnesota Statutes Chapter 103B that includes goals of managing stormwater flows on site and improving water quality in Nine Mile Creek;

WHEREAS Edina has an approved Comprehensive Water Resource Management Plan that includes goals of managing stormwater to provide flood protection and clean water services, a Wellhead Protection Plan that includes the goals of managing pollution risk to the aquifers that provide domestic water supply, and a Storm Water Pollution Prevention Plan that includes goals of reducing pollutant discharge to local water bodies;

WHEREAS both the NMCWD and Edina pursue these goals through various programs including regulation of redevelopment and working with private property owners to incorporate innovative and effective stormwater management methods;

WHEREAS the NMCWD and Edina wish to explore the potential for use of such methods within the Centennial Lakes watershed and in conjunction with certain expected redevelopment activity within that watershed;

THEREFORE the NMCWD and Edina hereby enter into this legally binding agreement to undertake and jointly fund an engineering study for this purpose, according to the following terms.

AGREEMENT

1. The NMCWD will enter into a professional services agreement with Barr Engineering Company to perform the scope of services attached hereto as Exhibit A and incorporated herein ("Services").
2. Edina will have input into the Services through the structured meetings and review opportunities stated in Exhibit A. In addition, Edina may communicate with the NMCWD at any time regarding the Services. The NMCWD retains its discretion in directing the performance of the Services and administering the contract with Barr Engineering, subject to the approval of Edina, and will incorporate Edina's input and both the NMCWD and Edina have to agree on the acceptance of Barr Engineering's report. Any written communication between either party and Barr Engineering will be copied to the other party.
3. The NMCWD and Edina will facilitate Barr Engineering's performance of the Services by all means within their reasonable administrative capacity. If Barr Engineering requires entry onto public or private property for the purpose of the Services, Edina will use its good offices to assist in securing any necessary permissions and the parties will coordinate to afford Barr Engineering the use of their legal authorities to enter, as necessary and as they judge legally sound. The final report will acknowledge financial support from both the NMCWD and Edina.
4. The NMCWD will provide for the professional services contract to identify Edina as an intended beneficiary of the Services; to extend duty of care, insurance and indemnification requirements to both the NMCWD and Edina; and to state that Edina and the NMCWD jointly share all rights to use of the final Barr Engineering report and any rights in the event of a breach of the contract by Barr Engineering.
5. Within 30 days of NMCWD invoicing, Edina will reimburse the NMCWD for one-half of amounts the NMCWD pays to Barr Engineering for the Services, up to an aggregate total of \$20,000. Edina will not withhold reimbursement to the NMCWD on the basis of dissatisfaction with the Services. If either party is dissatisfied with the Services, the parties will consult in good faith to resolve the dissatisfaction.
6. If the Services or the performance of this Agreement requires the sharing of data that is defined as not public under the Data Practices Act, Minnesota Statutes chapter 13 (DPA), the NMCWD and Edina will cooperate to preserve the classification of the data and otherwise conform to the DPA. If Edina receives a request for data pursuant to the DPA that may encompass data Edina possesses or has created as a result of this Agreement, it

will inform the NMCWD and transmit a copy of the request. If the request is addressed to the NMCWD, Edina will not provide any information or documents, but will direct the inquiry to the NMCWD. If the request is addressed to Edina, Edina will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the NMCWD before replying.

7. The official representatives of the parties with respect to this Agreement are as follows:

NMCWD:
Administrator
Nine Mile Creek Watershed District

Edina:
Director of Engineering

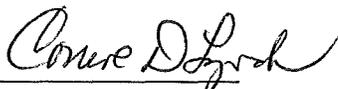
8. The parties will use the product of the Services in good faith to explore stormwater volume reduction opportunities, jointly and individually. However, nothing in this Agreement obligates either the NMCWD or Edina to any specific undertaking or any commitment of funds beyond the funding of the Services as set forth herein.

9. This Agreement is the complete and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. This Agreement may be amended only by a writing signed by both parties. This Agreement terminates on the completion of the Services and Edina's fulfillment of its reimbursement obligations hereunder.

IN WITNESS WHEREOF the parties have executed this Agreement.

NINE MILE CREEK WATERSHED DISTRICT

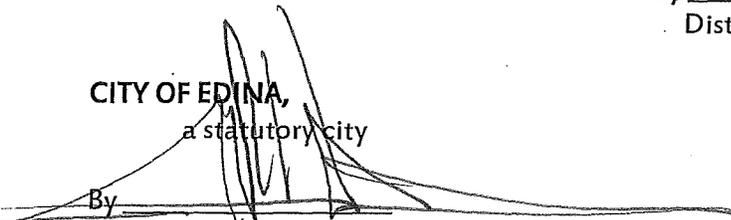
a political subdivision of the State of Minnesota

By 
Its President

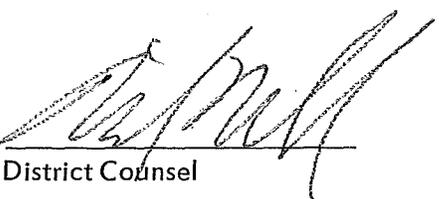
Dated: 6/24/2013

APPROVED AS TO FORM
AND EXECUTION

CITY OF EDINA,
a statutory city

By 
Its Mayor

Dated: June 4, 2013

By 
District Counsel

APPROVED AS TO FORM
AND EXECUTION

By _____
City Attorney

**COOPERATIVE AGREEMENT
BETWEEN THE CITY OF EDINA AND
NINE MILE CREEK WATERSHED DISTRICT**

Promenade Phase 4 - Stormwater Management Project, Edina

This cooperative agreement is made by and between the City of Edina (Edina), a Minnesota municipal corporation, and the Nine Mile Creek Watershed District (NMCWD), a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D, to achieve mutual stormwater-management goals through design, construction and operation of underground irrigation and infiltration capacity, along with shallow gardens and rock channels, all integrated into Edina's Centennial Lakes Promenade recreational area.

Recitals and Statement of Purpose

WHEREAS Edina has constructed, owns and operates the Centennial Lakes Promenade, a greenway with bike and walking paths that connects Centennial Lakes Park to nearby retail and residential areas and that lies within the Nine Mile Creek watershed. On November 19, 2013, the Edina City Council ordered the completion of a design for the addition of water amenities (a pond and brook), using water pumped from Centennial Lakes, to the Promenade (Promenade Phase 4), and the Promenade Phase 4 is to be implemented on land owned by Edina in conjunction with the redevelopment of adjacent retail areas.

WHEREAS NMCWD has an approved water resources management plan pursuant to Minnesota Statutes section 103B.231, that has as a primary goal the improvement of water quality in the Nine Mile Creek watershed.

WHEREAS Edina and NMCWD have together identified a need to improve stormwater runoff management in the Promenade Phase 4 area to achieve shared goals and contribute to Edina's compliance with Clean Water Act requirements included in its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit. Edina and NMCWD have jointly supported the development of the Edina Centennial Lakes Runoff Volume Reduction Plan (October 2013), which outlines options for integrating improved stormwater runoff management systems into the Promenade Phase 4.

WHEREAS Edina and NMCWD have examined the options analyzed in the Edina Centennial Lakes Runoff Volume Reduction Plan and have determined that the design, construction and operation of underground irrigation and infiltration systems, along with shallow gardens and rock channels (the Project), will provide cost-effective and productive runoff-volume management in the Promenade area.

WHEREAS On November 19, the Edina City Council by resolution requested that NMCWD participate in the development and construction of the Project, including but not limited to the contribution by NMCWD of 50 percent of the cost of the design, construction and major maintenance of the Project.

WHEREAS NMCWD, by November 20, 2013, action of its Board of Managers, received the request for participation in the Project from Edina, recognized Edina's substantial contribution of the land-use rights necessary for the Project, and directed the NMCWD administrator to develop a cooperative agreement with Edina for the Project.

WHEREAS NMCWD is amending its watershed management plan to include the Project as a capital improvement of the NMCWD.

WHEREAS Edina and NMCWD are authorized by Minnesota Statutes section 471.59 to enter into the cooperative agreement.

Now, therefore, IT IS AGREED by and between Edina and NMCWD that they enter into this agreement to document their understanding as to the scope of the Project, reaffirm their commitments as to the general responsibilities of and tasks to be undertaken by the parties, establish procedures for performing these tasks and carrying out these responsibilities, and facilitate communication and cooperation to successfully complete the Project.

1 Organization and Relationship of the Parties

1.1 The Nine Mile Creek Watershed District administrator, the Nine Mile Creek Watershed District's professional consulting engineer (the NMCWD Engineer), a representative of Edina Public Works Department and a representative of the professional consulting engineer hired by Edina to design the Promenade Phase 4 (the Centennial Engineer) will constitute the Design Team for the Project, charged to conduct the day-to-day activities necessary to complete the Project and to serve as their respective parties' principal contacts for the Project.

1.2 Each party will use best efforts to coordinate and communicate informally, primarily through the Design Team, so that any issues may be timely addressed. Members of the Design Team will meet frequently to ensure the successful completion of the Project.

1.3 Within 90 days after this agreement takes effect, the Design Team will prepare a plan for public participation, communication and education. Activities under the plan will be carried out individually or together as the plan may specify. Design Team members may not commit to expenditures for public education plan implementation that otherwise require approval of their respective governing bodies unless and until such approval has been obtained.

2 **Project.** The Project is further defined and specified for purposes of this cooperative agreement and the parties' implementation thereof as consisting of the following:

2.1 Design and preparation of all necessary construction documents (drawings, technical specifications) for the Project, in accordance with the NMCWD Engineer's November 12, 2013, professional services proposal and the conceptual drawing of the Project (both attached to and incorporated into this agreement as Exhibit A). The design will also include services provided by the NMCWD Engineer to coordinate integration of the Project into the package of bid and contract documents prepared by the Centennial Engineer for Promenade Phase 4.

2.2 Construction of the Project by a contractor selected by Edina in accordance with Minnesota procurement law, under contract with Edina and in conjunction with the construction of Promenade Phase 4.

2.3 Development by the NMCWD Engineer and implementation by Edina of a plan for the post-construction maintenance and operation of the Project (the Maintenance Plan). The Maintenance Plan also will identify specific performance-monitoring protocols and reporting to be completed, and delineate major and routine maintenance and repair of the Project.

3 Cost- and Credit-Sharing

3.1 NMCWD and Edina each will contribute 50 percent of the costs of the Project and of major repair and maintenance of the Project, as described in the Maintenance Plan. The Design Team will develop the protocols and procedures necessary to facilitate reimbursement for Project costs as provided by this agreement.

Each party will pay the internal and incidental costs of its participation in the Project not otherwise specified as subject to cost-sharing as specified in herein.

3.2 NMCWD and Edina will share credit for stormwater-management capacity of the Project in proportion with the party's contribution toward the costs of the Project. Available credit will be determined on completion of the Project and annually in accordance with the monitoring results produced through implementation of the Maintenance Plan.

Edina must first dedicate stormwater-management capacity credit from its allocation determined in accordance with this agreement to compliance with any requirements applicable under the NMCWD rules to the Promenade Phase 4.

4 Specific duties – NMCWD

4.1 NMCWD timely will amend the capital improvements program in its water resources management plan to include the Project in accordance with Minnesota Statutes section 103B.231, and order the Project in accordance with Minnesota Statutes section 103B.251.

4.2 NMCWD will contract the NMCWD Engineer for the development of a design for the Project and the plans and specifications necessary to integrate the Project into the bidding/contract documents prepared by the Centennial Engineer for Promenade Phase 4. The contract for the design, plans and specifications will require the NMCWD Engineer to sign the Project plans and specifications, and require that the NMCWD Engineer's warranty of due professional care extend to both the NMCWD and Edina. The contract will require the NMCWD Engineer to provide 90 percent plans and specifications for the Project for approval by Edina and NMCWD on or before March 28, 2014. Notwithstanding the foregoing, NMCWD will make no warranty to Edina regarding the NMCWD Engineer's or another third party's performance in design, construction or construction management for the Project. NMCWD is responsible to make payments to the NMCWD Engineer in accordance with the terms of contract for the design, plans and specifications for the Project.

4.3 NMCWD will approve or reject the plans and specifications for the Project and for incorporation into the Promenade Phase 4 bidding/contract documents within 15 business days of receipt from the NMCWD Engineer. Failure to timely act will constitute approval.

4.4 NMCWD will cooperate with and assist Edina in obtaining permits for Promenade Phase 4, including but not limited to ensuring that the plans and specifications for the Project comport with NMCWD regulatory requirements.

4.5 NMCWD will approve or disapprove issuance of a notice of contract award by Edina for Promenade Phase 4 including the Project within 15 days of bid opening, unless the parties agree otherwise. Failure to timely act will constitute approval. If NMCWD disapproves of issuance of a notice of award by Edina for Promenade Phase 4 with the Project included, this agreement will terminate immediately and the parties will have no further obligations hereunder. In particular, Edina will be released from its obligation to contribute to the costs of development of the design, plans and specifications for the Project, as described in paragraphs 2.1 and 4.2 of this agreement and NMCWD will reimburse Edina for any reimbursement already received at the time of termination.

4.6 NMCWD timely will approve or disapprove any change orders for construction of the Project, within 30 days of notification of the need for the change order by the Centennial Engineer. Failure to timely act will constitute approval.

4.7 NMCWD will reimburse Edina in accordance with sections 2 and 3 of this agreement for expenditures made for the construction of the Project in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7 and for major maintenance and repair of the Project as defined in and in accordance with the Maintenance Plan.

4.8 NMCWD will contract with the NMCWD Engineer for the development of the Maintenance Plan. The contract for the Maintenance Plan will require the NMCWD Engineer to provide the Maintenance Plan for approval by Edina and NMCWD within 1 year of certification by a qualified engineer of the as-built construction drawings of the Project; such approval not to be unreasonably withheld. NMCWD is responsible to make payments to the NMCWD Engineer in accordance with the terms of contract for the Maintenance Plan for the Project.

5 Specific duties – Edina

5.1 Edina owns or will timely acquire all land-use rights necessary for the Project, and will own all Project elements at completion of construction.

5.2 Edina will approve or reject the plans and specifications for the Project for incorporation into the Promenade Phase 4 bidding/contract documents within 15 business days of receipt from the NMCWD Engineer. Failure to timely act will constitute approval. Approval will not be unreasonably withheld.

5.3 Edina will direct the Centennial Engineer to integrate the design, plans and specifications for the Project into the bidding/contract documents for Promenade Phase 4 in a manner that

delineates costs of the Project separate from other costs of construction of Promenade Phase 4 for purposes of cost accounting.

5.4 Edina will obtain all permits and approvals necessary for the Project, except that NMCWD will ensure that the Project comports with NMCWD regulatory requirements.

5.5 Edina will solicit sealed bids for Promenade Phase 4, including the Project, in accordance with Minnesota municipal procurement law.

5.6 If the bids are acceptable to Edina and the NMCWD, Edina will contract for the construction of Promenade Phase 4 with the lowest qualified responsible and responsive bidder, as determined by Edina in consultation with NMCWD. Edina will award and enter a contract for the construction of Promenade Phase 4, and such contract will:

a. Require the selected contractor to indemnify, defend and hold harmless NMCWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to Edina. The contract will require that any claim subject to indemnification by an employee of selected contractor or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

b. Require that the contractor name NMCWD an additional insured with primary coverage for general liability on a noncontributory basis for both ongoing work and completed operations to the extent of NMCWD's statutory liability limit.

c. Require that within 60 days of certified completion of construction of Promenade Phase 4, the selected contractor provide certified as-built construction documents to NMCWD.

5.7 Edina is responsible to make payments to the contractor in accordance with the terms of contract for construction of Promenade Phase 4.

5.8 Edina will reimburse NMCWD in accordance with sections 2 and 3 of this agreement for expenditures made in accordance with paragraphs 4.2 and 4.8.

5.9 Edina will approve or reject the Maintenance Plan within 45 days of receipt from the NMCWD Engineer, such approval not to be unreasonably withheld. Failure by Edina to timely act on its rights and obligations under this paragraph will constitute approval of the Maintenance Plan. If Edina disapproves the Maintenance Plan, this agreement is terminated and all maintenance requirements for the Project to assure that it will continue to effectively function as designed will become the sole responsibility of Edina. On approval of the Maintenance Plan, Edina will perform all routine maintenance and monitoring of the Project, along with reporting as required by the Maintenance Plan.

6 General Terms

6.1 INDEPENDENT RELATIONSHIP; LIABILITY. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59, and neither party agrees to be responsible for the acts or omissions of the other pursuant to subdivision 1(a) of the statute. Only contractual remedies are available for the failure of a party to fulfill the terms of this agreement. Edina and NMCWD enter this agreement solely for the purposes of enhancing stormwater management capacity in the Centennial Lakes subwatershed of the Nine Mile Creek watershed in Edina. Accordingly, with respect to any and all activity undertaken pursuant to this agreement, Edina and NMCWD will each hold harmless, defend and indemnify the other, its officers, employees and agents for all claims, damages, liabilities, losses and expenses asserted against the other party at any time by any third party, including any governmental body. Notwithstanding the foregoing or any other provision of this agreement, Edina's and NMCWD's obligations under this paragraph will survive the termination of the agreement. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. As between the Parties, only contract remedies are available for a breach of this agreement. Notwithstanding the foregoing, NMCWD will not be deemed to have acquired by entry into or performance under this agreement, any form of interest or ownership in or to any portion of the land that is the site of the construction of the Project or adjacent property. NMCWD will not by entry into or performance under this agreement be deemed to have exercised any form of control over the use, operation or management of any portion of the property that is the site of the Project or adjacent property so as to render NMCWD a potentially responsible party for any contamination under state and/or federal law.

6.2 PUBLICITY AND ENDORSEMENT. Any publicity regarding the Project must identify Edina and NMCWD as the sponsoring entities. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Edina or NMCWD individually or jointly with others, or any subcontractors, with respect to the Project. NMCWD and Edina will collaborate on the development of educational and informational signage pertinent to the Project, and each party, at its cost, may develop, produce and, after approval of the other party, distribute educational, outreach and publicity materials related to the Project.

6.3 DATA MANAGEMENT. All designs, written materials, technical data, research or any other work-in-progress will be shared between the parties to this agreement on request, except as prohibited by law. As soon as is practicable, the party preparing plans, specifications, contractual documents, materials for public communication or education will provide them to the other party for recordkeeping and other necessary purposes.

6.4 Data Practices. All data created, collected, received, maintained or disseminated for any purpose in the course of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy

6.5 ENTIRE AGREEMENT. This agreement contains the complete and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. The recitals stated at the outset are incorporated into and a part of the agreement.

6.6 COMPLETE AGREEMENT. This agreement, as it may be amended in writing, constitutes the entire agreement between the Parties. Any amendment to this 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 agreement or their successors in office.

6.7 WAIVERS. The waiver by Edina or NMCWD of any breach or failure to comply with any provision of this agreement by the other party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

6.8 NOTICES. Any notice, demand or communication under this agreement by either party to the other will be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

Edina
Ross Bintner
7450 Metro Blvd
Edina, MN 55379
952-903-5713

NMCWD
Kevin Bigalke, Administrator
7710 Computer Blvd.
Edina, MN 55435
952-835-2078

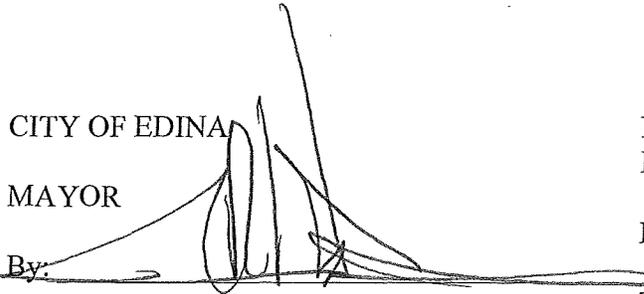
6.9 TERM; TERMINATION. This agreement is effective on execution by both parties and will terminate three years from the date of execution of the latest amendment hereto or on the written agreement of both parties.

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

(Signature page follows.)

CITY OF EDINA

MAYOR

By: 

Title: Mayor

Date: 12/3/13

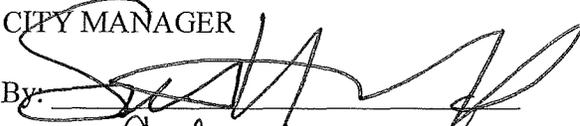
NINE MILE CREEK WATERSHED DISTRICT

By: 

Title: President

Date: 12/17/13

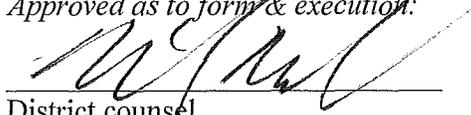
CITY MANAGER

By: 

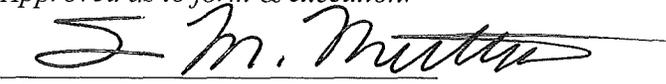
Title: City Manager

Date: 12/3/13

Approved as to form & execution:


District counsel

Approved as to form & execution:


City attorney



RESOLUTION 2013-113
REQUESTING PARTICIPATION OF THE NINE MILE CREEK WATERSHED DISTRICT
TO INTEGRATE STORMWATER-MANAGEMENT FEATURES
INTO EDINA PROMENADE PROJECT

WHEREAS the City of Edina has developed concept plans for the final phase of the Edina Promenade, consisting of a walking path and water feature; and

WHEREAS the City and Nine Mile Creek Watershed District have jointly undertaken analysis of the feasibility of integrating a stormwater-management system into the construction of the Promenade final phase to reduce stormwater runoff volume from the Centennial Lakes subwatershed (the Project), and have received and reviewed the final report on the Project, presenting implementation options; and

WHEREAS the City of Edina finds that the study presents potentially cost-effective options for implementing the Project that would complement the design of the Promenade and its purpose of providing citizens with a multifaceted recreational amenity; and

WHEREAS the City finds that the study supports further collaboration with the District to develop a complete design for integration of runoff volume reduction features into the final phase Promenade construction for the City's and District's approval; and

WHEREAS the City finds that effective realization of the opportunity to improve present stormwater management in the Centennial Lakes subwatershed and create capacity for long-term benefit to the health of water resources in the city and Nine Mile Creek watershed requires the expertise and involvement of the District, and will be best facilitated by the City and District jointly funding the development and construction of the Project; and

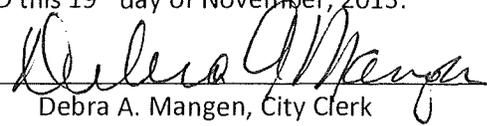
WHEREAS the District has conveyed to the City that after reviewing the study, the District Board of Managers recommends developing a design for the Project that includes underground irrigation and infiltration capacity, along with shallow gardens and rock channels; and

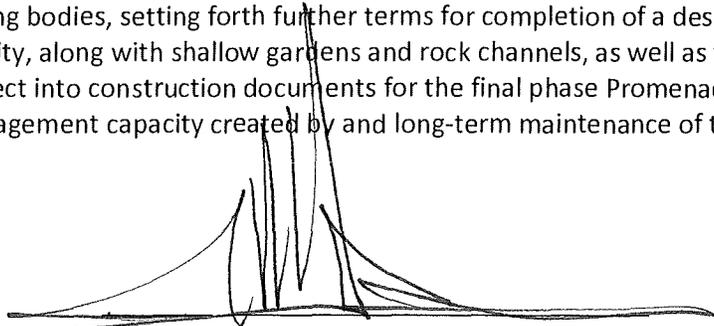
NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Edina requests that the Nine Mile Creek Watershed District contribute 50 percent of the cost of development of a design and construction of the Project; and

BE IT FURTHER RESOLVED that staff are directed to work with District staff to develop a cooperative agreement for the Project for the approval of the parties' governing bodies, setting forth further terms for completion of a design including underground irrigation and infiltration capacity, along with shallow gardens and rock channels, as well as the integration of the plans and specifications for the Project into construction documents for the final phase Promenade, construction of the Project, and sharing of runoff-management capacity created by and long-term maintenance of the Project.

ADOPTED this 19th day of November, 2013.

Attest:


Debra A. Mangen, City Clerk


James B. Hovland, Mayor

ENGINEERING DEPARTMENT

G:\PW\CENTRAL SVCS\ENG DIV\PROJECTS\IMPR NOS\STS401 Promenade Phase 4\ADMJN\Res. No. 2013-113
7450 Metro Boulevard • Edina, Minnesota 55439

www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

Resolution No. 2013-113

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of November 19, 2013, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this 19th day of Nov, 2013



City Clerk

CITY OF EDINA

ART WORK PURCHASE AGREEMENT

The City of Edina, whose address is 4801 West 50th Street, Edina, MN 55424 ("City"), and *Bruce Stillman*, a sculptor whose address is 7110 County Road Ext., Minnetrista, MN 55364 ("Artist"), hereby agree to a purchase of art, subject to the following terms and conditions:

- 1) Artist shall sell to City a sculpture entitled *Oxymoron* ("the Sculpture") with a purchase price of \$25,000 for permanent exhibition at the new Phase IV Expansion of the Edina Promenade ("the Park") in Centennial Lakes Park in the City of Edina.
- 2) Artist shall deliver the Sculpture undamaged with City Staff present between June and October 2015 with a delivery price of \$250 on the sculpture pad and location in the Park designated by City.
- 3) Artist, City Staff and General Contractor will coordinate creation of foundation and the means necessary to secure the Sculpture as a permanent work of art on the Edina Promenade.
- 4) Artist, City Staff, and General Contractor will coordinate date, time, and location of delivery and installation of Sculpture.
- 5) Upon delivery and installation of the Sculpture in a secure manner, and no later than November 15, 2015, City shall pay Artist the purchase and delivery price of \$25,250 for the sculpture.
- 6) Artist shall provide to City Staff a maintenance plan for upkeep and repair of Sculpture upon delivery of Sculpture.
- 7) Artists grants to City and the Edina Community Foundation an irrevocable license to graphically portray the Sculpture in or on photographs, publications and other written materials and electronic media designed to promote the City of Edina, the Edina Community Foundation, or any group or event deemed appropriate by other licensees. Artist shall be credited as the artist in those depictions.
- 8) Upon completion of purchase, the City shall be responsible for maintenance of the Sculpture and for maintaining any desired insurance coverage for loss or damage to the Sculpture during the exhibition period, with the understanding that City will not be providing any extra security for the Park and does not have any applicable casualty insurance covering the Sculpture.

THIS AGREEMENT is approved by the parties as of February____, 2015

CITY OF EDINA

ARTIST

Scott Neal, City Manager

Artist Name – Bruce Stillman



Attachments:

- 1) Photo of Sculpture
- 2) Description of Sculpture



"Oxymoron" by Bruce Stillman
Stainless Steel and Granite Kinetic Sculpture
Size: 12' H x 8' W x 4' D
Weight: 9,000 lbs.

2012

Sculptor

Bruce Stillman

Born 1958

1976 to 1977 Northern Illinois University, continuing education by taking extension classes at the University of Minnesota and the Minneapolis College of Art and design. Developed the 310 studios art building for artists starting in 1982 to 2010, then moved all operations and art studio to the Big Stone minigolf and sculpture garden site situated on 17 acres in minnetrista.

I Started sculpting in high school at the age of 15, after getting my drivers license as soon as I was 16 years old, I signed up and traveled to many art fairs in the summer of 1974, within a couple of years I started making kinetic sculptures, and sold them at art fairs. Over the years I have developed my style and craftsmanship, and moved into showing and selling my works in many galleries located all around the country, in such areas such as Vail and Aspen Colorado , Sedona Arizona, Palm desert California, Santa Fe New Mexico, Des Moines Iowa, Dallas Texas. For many years until present, I continue to develop my kinetic sculptures style. They are collected in numerous Corporation and private collections throughout the US and other countries. Over more recent years I've expanded my art work into stone carving and landscape constructions. I presently continue to develop Big Stone mini golf and sculpture gardens in minnetrista, Minnesota, where I use my landscape designs to create a unique miniature golf course, surrounded by the Big Stone sculpture park and garden open to the public during the summer.

CITY OF EDINA

ART WORK PURCHASE AGREEMENT

The City of Edina, whose address is 4801 West 50th Street, Edina, MN 55424 (“City”), and *Jim Dehne*, a sculptor whose address is 10606 Centerville Road., Newton, WI 53063 (“Artist”), hereby agree to a purchase of art, subject to the following terms and conditions:

- 1) Artist shall sell to City a sculpture entitled *Dancing Sand Hill Cranes* (“the Sculpture”) with a purchase price of \$6,500 for permanent exhibition at the new Phase IV Expansion of the Edina Promenade (“the Park”) in Centennial Lakes Park in the City of Edina.
- 2) Artist shall deliver the Sculpture undamaged with City Staff present between June and October 2015 with no delivery fee to the sculpture pad and location in the Park designated by City. Artist and City Staff will coordinate move of Sculpture from the 50th & France Business District to the Edina Promenade.
- 3) Artist, City Staff and General Contractor will coordinate creation of foundation and the means necessary to secure the Sculpture as a permanent work of art on the Edina Promenade.
- 4) Artist, City Staff, and General Contractor will coordinate date, time, and location of delivery and installation of Sculpture.
- 5) Upon delivery and installation of the Sculpture in a secure manner, and no later than November 15, 2015, City shall pay Artist the purchase and delivery price of \$6,500 for the sculpture.
- 6) Artist shall provide to City Staff a maintenance plan for upkeep and repair of Sculpture upon delivery of Sculpture.
- 7) Artists grants to City and the Edina Community Foundation an irrevocable license to graphically portray the Sculpture in or on photographs, publications and other written materials and electronic media designed to promote the City of Edina, the Edina Community Foundation, or any group or event deemed appropriate by other licensees. Artist shall be credited as the artist in those depictions.
- 8) Upon completion of purchase, the City shall be responsible for maintenance of the Sculpture and for maintaining any desired insurance coverage for loss or damage to the Sculpture during the exhibition period, with the understanding that City will not be providing any extra security for the Park and does not have any applicable casualty insurance covering the Sculpture.

THIS AGREEMENT is approved by the parties as of February____, 2015

CITY OF EDINA

ARTIST

Scott Neal, City Manager

Artist Name – Jim Dehne



Attachments:

- 1) Photo of Sculpture
- 2) Description of Sculpture



Dancing Sand Hill Cranes

Jim Dehne

3 pieces - Iron

4 ½' to 6' H and 2' to 3' W

40 lbs. each

Edina Public Art

Iron Art of Jim Dehne

Newton, Wisconsin

jdehnebc@gmail.com 920-901-1630

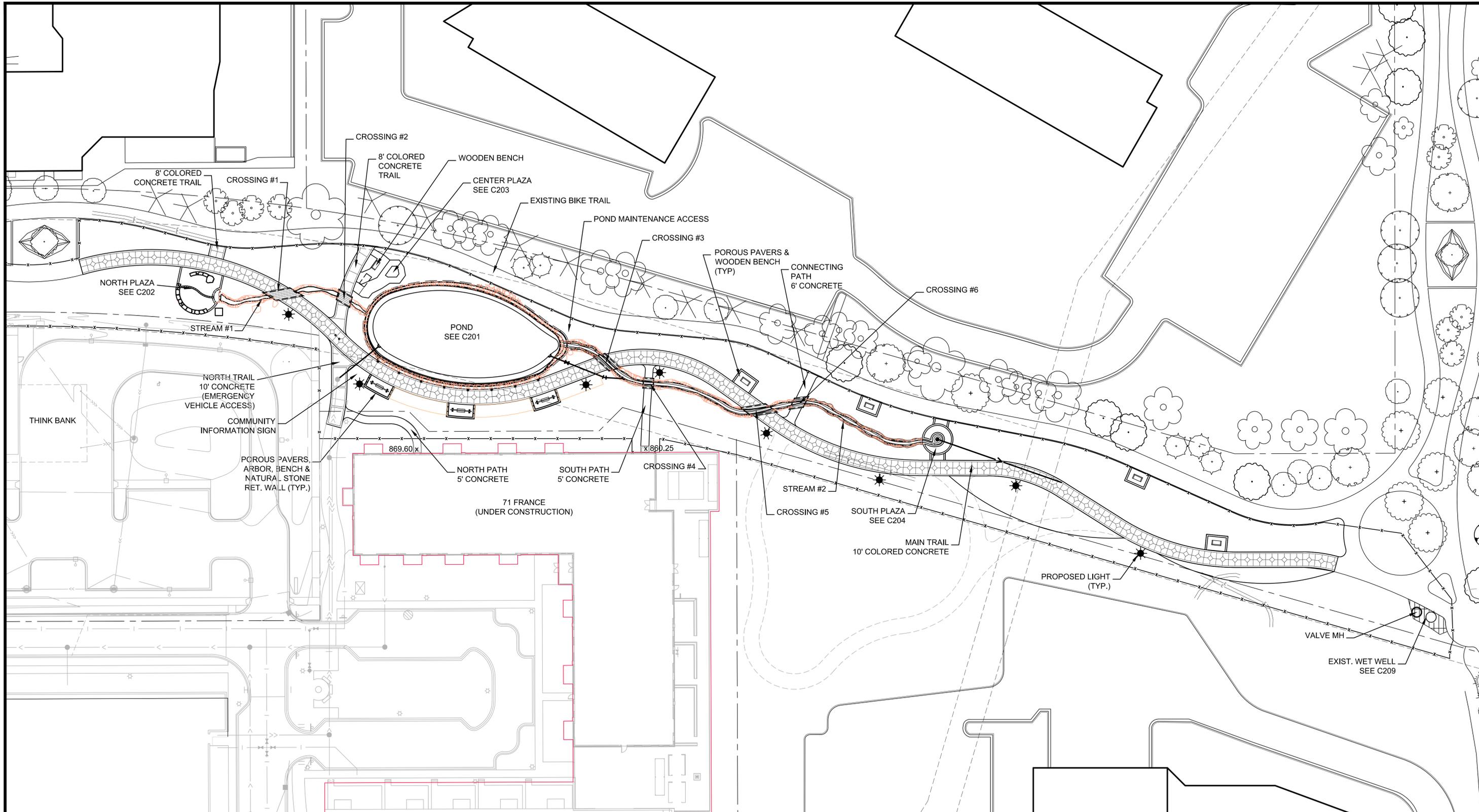
www.ptcreek.com

Outdoor and indoor sculptures include horses, herons, cranes, flower stands, wildlife, arches, garden furniture, butterflies, and dragonflies. The last several years Jim has been showing mainly at horse shows including large horse shows in Wisconsin, Illinois, Minnesota, Arizona, Texas, and Colorado.

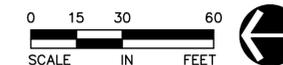
Various sizes of iron rod are curved, twisted, and hand welded. Pieces are made from iron rods that are painted black with copper paint highlights.

Jim Dehne draws his inspiration from the wildlife and flora of the Wisconsin countryside where he has lived as well as the nature he observed while living and traveling across the country. Jim was born and raised on a dairy farm named Point Creek Farm in Newton, Wisconsin. After high school, Jim went into the Army, served in Alaska for three years, and stayed an additional four years enjoying living and exploring in the Great Northwest. He encountered moose, mushed with sled dogs, and saw herds of caribou.

Jim came back to the lower 48 and attended college in Iowa studying biology. After college, he returned to the beauty of the Wisconsin countryside and took over the family farm. Jim later moved into raising flowers in greenhouses and working with floral design and arrangement at a flower shop. He began sculpting with some small pieces including butterflies and dragonflies at garden shows in Manitowoc, Wisconsin. He continued with the natural and floral, capturing the living feeling of nature and wildlife with lightly curving and twisting iron. Pieces present the feeling of soft metal and movement. Bending iron to whatever need was at hand allows Jim to sculpt iron into the feathery wings of a heron or the dancing wings of a dragonfly.



SITE PLAN



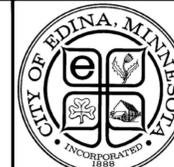
DESIGN FILE: 31811419	REV. NO.	BY	DATE	REVISIONS DESCRIPTION
DRAWN BY: IMB	DESIGN BY: KGR			
CHKD. BY: GSB	DWG. NAME: PROM4-SI01.dwg			
DATE: 01-21-2015				



FIFTH STREET TOWERS
100 SOUTH FIFTH STREET, SUITE 1500
MINNEAPOLIS, MINNESOTA 55402
612.370.0700 TEL
612.370.1378 FAX
WWW.URSCORP.COM

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

Gregory S. Brown
GREGORY S. BROWN
DATE: 01-21-2015 MN LIC. NO. 22814



PROMENADE IMPROVEMENTS
PHASE 4
SITE PLAN

CITY CONTRACT NO. ENG 14-8
IMPROVEMENTS NOS. A-251 & STS-401

SHEET NO.

C102

31

PLANT MATERIALS LIST

KEY	Common Name	Latin Name	Quantity	Spacing	Size
Tree					
AB	Autumn Blaze Maple	<i>Acer freemanii</i> 'Jeffersred'	12	Per Plan	1.5" B&B
BO	Bur Oak	<i>Quercus acrocarpa</i>	11	Per Plan	1.5" B&B
PB	Prairie Dream Paper Birch	<i>Betula papyrifera</i> 'Varcn'	19	Per Plan	1.5" B&B
RL	Redmond Linden	<i>Tilia americana</i> 'Redmond'	6	Per Plan	1.5" B&B
ABS	Serviceberry 'Autumn Brilliance' (Single Stem)	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	10	Per Plan	1.5" B&B
NP	Norway Pine	<i>Pinus resinosa</i>	6	Per Plan	6" B&B
Shrubs					
DBH	Dwarf Bush Honeysuckle	<i>Diervilla lonicera</i>	27	48" O.C.	# 2 Pot
CCJ	Calgary Carpet Juniper	<i>Juniperus sabina</i> 'Calgary Carpet'	10	48" O.C.	# 2 Pot
GLS	Gro-Low Fragrant Sumac	<i>Rhus aromatica</i> 'Gro-Low'	41	60" O.C.	# 2 Pot
Perennials					
ASB	Allium 'Summer Beauty'	<i>Allium tanguticum</i> 'Summer Beauty'	143	18" O.C.	# 1 Pot
ABI	Amsonia 'Blue Ice'	<i>Amsonia tabernaemontana</i> 'Blue Ice'	124	18" O.C.	# 1 Pot
AA	Aromatic aster	<i>Aster oblongifolius</i> 'October Skies'	60	Per Plan	# 1 Pot
AML	Aruncus 'Misty Lace'	<i>Aruncus</i> 'Misty Lace'	14	24" O.C.	# 1 Pot
BFH	Blue Fortune Hyssop	<i>Agastache</i> 'Blue Fortune'	81	24" O.C.	# 1 Pot
BGT	Blue Glow Globe Thistle	<i>Echinops bannaticus</i> 'Blue Glow'	32	24" O.C.	# 1 Pot
BLB	Blue Heaven Little Bluestem	<i>Schizachyrium scoparium</i> 'MinblueA'	745	18" O.C.	# 1 Pot
BSA	Blue Star Amsonia	<i>Amsonia hubrichtii</i>	52	24" O.C.	# 1 Pot
BWI	Blue Wild Indigo	<i>Baptisia australis</i>	4	36" O.C.	# 1 Pot
BFM	Butterfly Milkweed	<i>Asclepia tuberosa</i>	60	Per Plan	# 1 Pot
CM	Calamintha	<i>Calamintha nepeta nepeta</i>	92	24" O.C.	# 1 Pot
EKC	Elton Knight Coneflower	<i>Echinacea</i> 'Elton Knight'	149	18" O.C.	# 1 Pot
FMP	Festiva Maxima Peony	<i>Paeonia</i> 'Festiva Maxima'	21	36" O.C.	# 1 Pot
GF	Goldenrod 'Fireworks'	<i>Solidago rugosa</i> 'Fireworks'	19	30" O.C.	# 1 Pot
HMS	Heavy Metal Blue Switch Grass	<i>Panicum virgatum</i> 'Heavy Metal'	180	36" O.C.	# 1 Pot
HPT	Hot Lips Pink Turtlehead	<i>Chelone lyonii</i> 'Hot Lips'	59	24" O.C.	# 1 Pot
LE	Lambs Ear	<i>Stachys</i> 'Helene Von Stein'	61	18" O.C.	# 1 Pot
MNS	May Night Sage	<i>Salvia</i> 'May Night'	138	18" O.C.	# 1 Pot
OB	Obedient Plant 'Miss Manners'	<i>Physostegia virginiana</i> 'Miss Manners'	109	20" O.C.	# 1 Pot
PD	Prairie Dropseed	<i>Sporobolus heterolepis</i>	632	18" O.C.	# 1 Pot
PDA	Purple Dome Aster	<i>Symphotrichum novae-angliae</i> 'Purple Dome'	85	24" O.C.	# 1 Pot
PSI	Purple Smoke False Indigo	<i>Baptisia</i> 'Purple Smoke'	22	36" O.C.	# 1 Pot
RWB	Raspberry Wine Bee Balm	<i>Monarda fistulosa</i> 'Raspberry Wine'	34	24" O.C.	# 1 Pot
RB	Rough Blazingstar	<i>Liatris aspera</i>	200	Per Plan	# 1 Pot
RS	Russian Sage	<i>Perovskia atriplicifolia</i>	54	30" O.C.	# 1 Pot
SBA	Sky Blue Aster	<i>Aster oolentangiensis</i>	100	Per Plan	# 1 Pot
SC	Stonecrop	<i>Sedum telphinum</i> 'Autumn Joy'	47	24" O.C.	# 1 Pot
SM	Swamp Milkweed	<i>Asclepias incarnata</i>	20	24" O.C.	# 1 Pot
WC	Walker's Low Catmint	<i>Nepeta x faassenii</i> 'Walker's Low'	52	36" O.C.	# 1 Pot
WWI	White Wild Indigo	<i>Batisia alba</i>	18	36" O.C.	# 1 Pot

TRANSPLANTED TREES (T)

TREES DESIGNATED (T) ARE TO BE TRANSPLANTED FROM EXISTING CORRIDOR. TREES ARE TO BE TEMPORARILY HEALED-IN AND PROTECTED DURING CONSTRUCTION. TEMPORARY LOCATION TO BE DETERMINED BY THE CITY, ENGINEER AND CONTRACTOR.

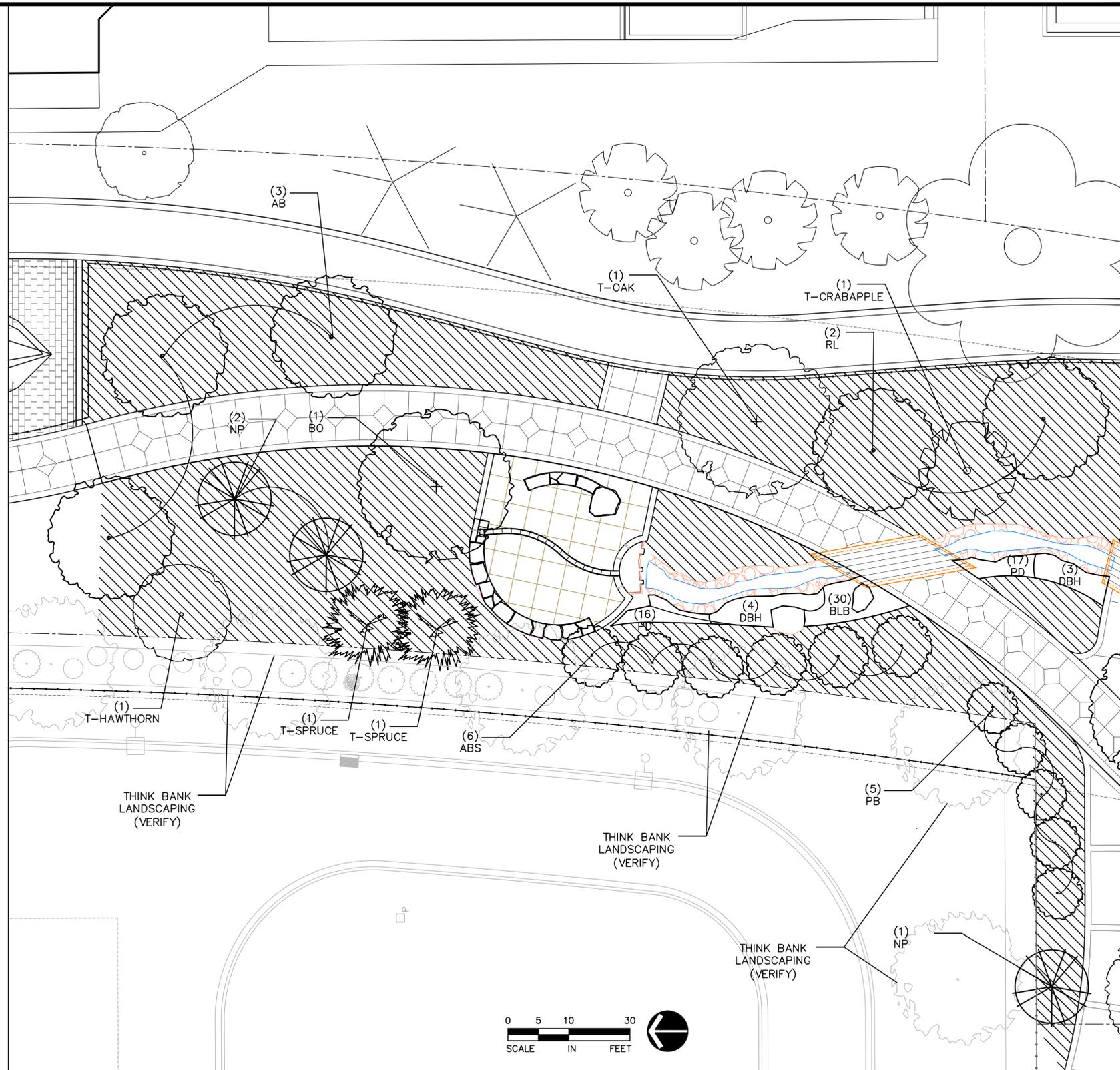


SOD AREA

ALL AREAS SHALL BE TREATED WITH HERBICIDE AND TILLED TO A MINIMUM DEPTH OF 6" PRIOR TO SODDING.

IRRIGATION

EXISTING IN-PLACE IRRIGATION SYSTEM SHALL BE MODIFIED TO INCLUDE NEW PLANTING AND SODDED AREAS. SEE SUPPLEMENTAL INFORMATION FOR EXISTING IRRIGATION SYSTEM AS-BUILT DRAWINGS.



DESIGN FILE: 31811419	REV. NO.	BY	DATE	REVISIONS DESCRIPTION
DRAWN BY: IMB	DESIGN BY: KGR			
CHKD. BY: GSB	DWG. NAME: PROM4-L.S01.dwg			
DATE: 01-21-2015				



FIFTH STREET TOWERS
100 SOUTH FIFTH STREET, SUITE 1500
MINNEAPOLIS, MINNESOTA 55402
612.370.0700 TEL
612.370.1378 FAX
WWW.URSCORP.COM

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

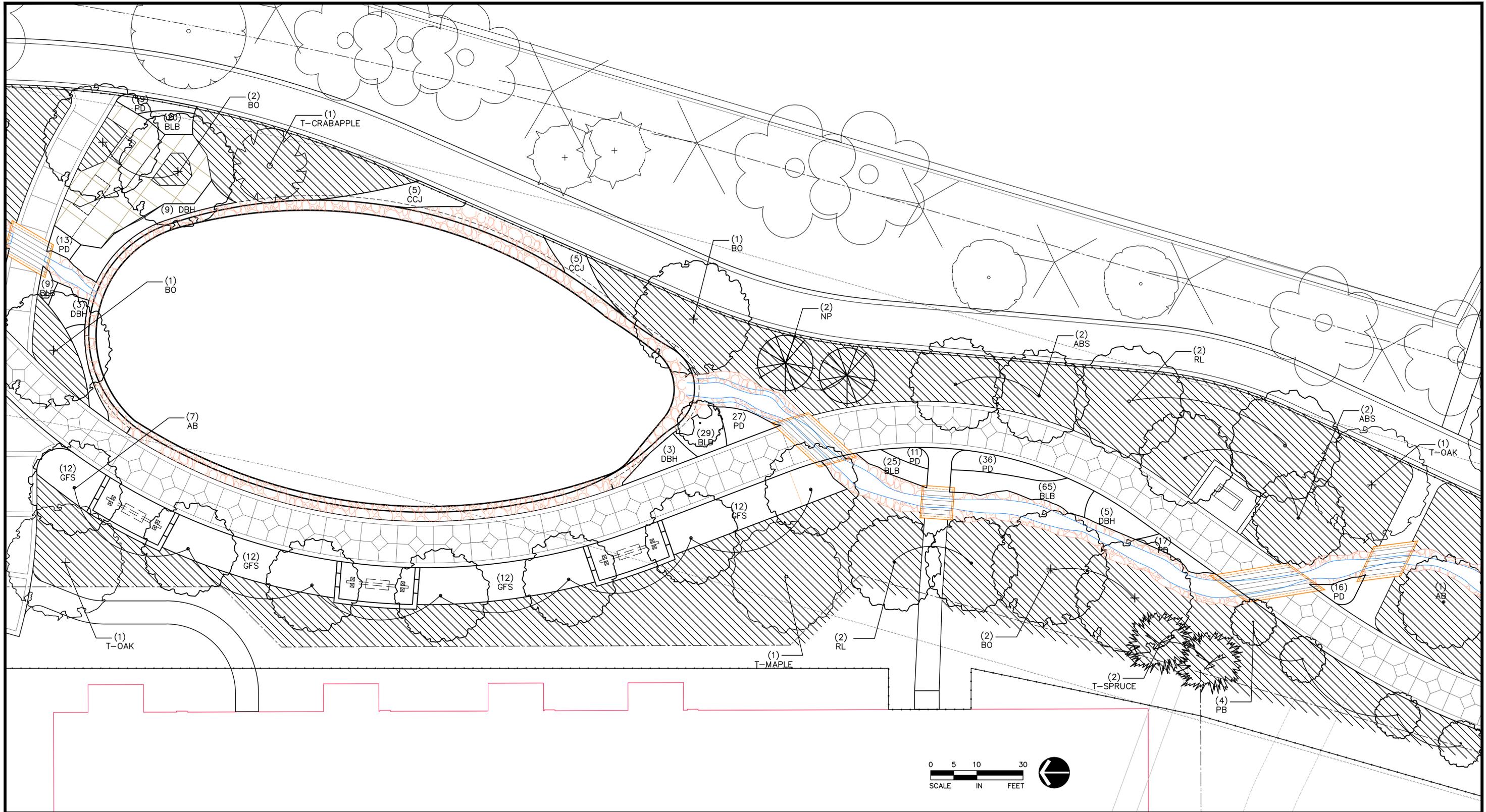
Kathryn Ryan
KATHRYN J. RYAN
DATE: 01-21-2015 MN LIC. NO. 20165



PROMENADE IMPROVEMENTS
PHASE 4
LANDSCAPE PLAN NORTH

CITY CONTRACT NO. ENG 14-8
IMPROVEMENTS NOS. A-251 & STS-401

SHEET NO.
C105
31



DESIGN FILE:	REV. NO.	BY	DATE	REVISIONS DESCRIPTION
31811419				
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Kathryn Ryan
 KATHRYN J. RYAN
 DATE: 01-21-2015 MN LIC. NO. 20165



PROMENADE IMPROVEMENTS
 PHASE 4
 LANDSCAPE PLAN CENTER

CITY CONTRACT NO. ENG 14-8
 IMPROVEMENTS NOS. A-251 & STS-401

SHEET NO.
 C106
 31

