

# Regular Meeting Agenda



Date:	Wednesday, April 17, 2024
Time:	08:30 AM
Location:	Wells Fargo Building, Second Floor Meeting Room 211 Holmes St. West, Detroit Lakes MN

Action Items in bold face

Note for PDF viewers:  
Blue outlined entries are  
linked to corresponding pages.

## **08:30 AM – Call to Order – Regular Meeting**

### **1. General Housekeeping**

#### **1.1. Approve Consent Agenda**

##### **1.1.1. Secretary Report**

- 1.1.1.1. Minutes – Regular Meeting – March 20, 2024
- 1.1.1.2. Minutes – Special Meeting with Workshop – March 29, 2024
- 1.1.1.3. Administrator’s Report (including the Ditch Inspector’s Report)
- 1.1.1.4. Rules/Permitting Report

##### 1.1.2. Pulled Consent Agenda Items

1.2. Public Comment Period – Public may address the Board for up to 3 minutes per person.

#### **1.3. Treasurer Report**

- 1.3.1.1. Approve April 2024 Bills and 1<sup>st</sup> Quarter 2024 Manager expenses
- 1.3.1.2. Approve April 2024 Fund Transfer
- 1.3.1.3. Approve January-March 2024 Revenue & Expense Report

### **2. Unfinished Business – none**

### **3. New Business (08:45 AM)**

3.1. Nick Kludt (MN DNR) – Update on Bucks Mill Dam Project

#### **3.2. Cost Share Application Approval – Detroit Lakes Community and Cultural Center (DLCCC)**

**3.2.1.** Request: \$3,000.00

#### **3.3. Moore Engineering Master Service Agreement and Tasks 1 & 2.**

### **4. Reports (10:00 AM)**

- 4.1. Attorney – Lukas Croaker – MOU agreement update
- 4.2. Engineer – Moore Engineering

### **5. Discussion Items (10:30 AM)**

5.1. Gathering Partners Conference Attendance.

6. Manager Workshop #2 - Rules Revision – Garrett Monson, Moore Engineering. (11:00AM)

7. Confirm upcoming meeting dates and times.

7.1. May Regular Meeting including Workshop #3 Wednesday, May 15, 2024, 08:30 AM

### **12:30 PM Adjournment**

A Zoom link request may be made by contacting the office by 3:30 PM on 4/16/2024 at 218-846-0436 or by emailing [prwdinfo@arvig.net](mailto:prwdinfo@arvig.net)

# Regular Meeting Minutes



Date:	Wednesday, March 20, 2024
Location:	Wells Fargo Building, Second Floor Meeting Room 211 Holmes St. West, Detroit Lakes MN
Managers Present:	Rick Michaelson, Dennis Kral, Orrin Okeson (IT), Chris Jasken, Phil Hansen
Managers Absent:	Charles Jasken, Laurie Olson
Staff:	Administrator Guetter, Kemper, Utecht, Bach
Consultants	Lukas Croaker (Ohnstad Twichell), Chad Engels (Moore Engineering), Jordan White (Claussen & Schiessl CPAs) via IT
Others:	John Okeson (Becker County Commissioner), Rob Bredeson (City of Detroit Lakes)

Action Items in bold face

**Call to Order – The Regular Managers’ meeting was called to order by President Michaelson at 08:35 AM.**

## 1. General Housekeeping

1.1. **Approve Consent Agenda:** Manager Michaelson asked that the Rules report be pulled from the consent agenda for further discussion. Documented discussion and action as item 1.2.

1.1.1. **Motion to approve the consent agenda with the Rules Report pulled. (Krall, Hansen) – roll call vote. Carried unanimously.**

**Rules Report:** Kemper (PRWD Water Resource Coordinator) reviewed rules report and highlighted updates.

1.1.1.1. **Shore Impact Zone (SIZ) Violation – 13281 West Lake Sallie Drive.** On Lake Sallie, five (5) trees located within the SIZ were removed without a PRWD permit. Attorney Croaker assisted staff with the notification letter to the landowner. Staff noted two of the five trees removed had signs of disease. The landowner contacted PRWD after receiving the letter, noting he had contacted the City of Detroit Lakes and the DNR and was informed a permit was not needed for the tree removal. The landowner is cooperative and will replace trees. Additional discussion was held about the recent meeting between Becker County Zoning, Cormorant Lakes Watershed, and PRWD and one of the discussion topics were the agency differences with how tree/vegetation removal violations in the SIZ are addressed – Cormorant WD is 2:1 replacement, PRWD is 3:1 replacement, Becker County is a fine. The Board also discussed a tree cost share program to encourage landowners to plant along their lakeshore. Attorney Croaker recommended if the Board wishes to deviate from their current 3:1 tree replacement ratio for violations, a motion should be made.

1.1.1.2. **Motion to require a 1:1 tree replacement for the two (2) diseased trees removed and a 2:1 replacement for the three (3) healthy trees removed in the SIZ for a total of eight (8) trees required to be planted in the SIZ to mitigate the unpermitted removal of five (5) trees in the SIZ at 13281 West Lake Sallie Drive property (Hansen, Chris Jasken) – roll call vote. Carried unanimously.**

# Regular Meeting Minutes – March 20, 2024

**1.1.2. Public Comment** - No public comment.

**1.1.3. Treasurer Report** – Delayed to after new business 3.1 Financial Audit. Return to Unfinished business. 09:20 AM.

**1.1.3.1. Motion to approve March 2024 Bills. (Hansen, Michaelson) – roll call vote. Carried unanimously. (attached hereto). EFT2347, EFT2352-EFT2355, EFT2367-EFT2369, EFT2370-EFT2379, EFT2383-EFT2386, Checks 015209-015214, Checks 015218-015224**

**1.1.3.2. Motion to approve March 2024 fund transfer from savings to checking of \$65,000. (Hansen, Chris Jasken) – roll call vote. Carried unanimously.**

**1.1.3.3. Motion to approve January – February 2024 Revenue and Expense Report. (Hansen, Kral) roll call vote. Carried unanimously.**

**2. Unfinished Business** –09:39 AM.

2.1. Manager Hansen requested exploring a system for marking the Ordinary High Water (OHW) on stream gages that are located at the outlet of district Lakes. Kemper will work with Mr. Engels at Moore Engineering and contact the MN DNR to check feasibility for placing a marking on the gages.

2.2. Administrator Guetter reminded attendees that the Pelican River Watershed does not manage lake or river water levels. Water levels are under the jurisdiction of the MN DNR (State) and ACOE (Federal).

2.3. Administrator Guetter discussed recent ice movement on the lakes and sand ridges forming along the shorelines from the ice off movement scraping the lake bottom due to low water levels. Staff will develop information on how to address the shoreline sand ridges and send out to lake associations, contractors, and post on social media.

**3. New Business**

3.1. **Financial Audit Report – Clausen & Schiessl Approval** – 09:08 AM – Jordan White from Clausen & Schiessl CPAs presented the 2023 Financial Audit. No material discrepancies were found in our accounting and the district is in good financial order. Reports attached.

**3.1.1. Motion to approve the 2023 Audit Report by Clausen & Schiessl. (Hansen, Chris Jasken) – roll call vote. Carried unanimously.** The audit will be posted to the District’s website and filed with the State of MN Auditor. Mr. White left meeting. Return to Unfinished Business – Section 2.

3.2. **2024 Workplan Approval** – 09:53 AM – Administrator Guetter presented the 2024 Workplan.

**3.2.1. Motion to approve the 2024 Work Plan. (Chris Jasken, Hansen) – roll call vote. Carried unanimously.** The work plan is on website.

**4. Reports**

4.1. Attorney – 10:45 AM - Lukas Croaker stated he drafted a violation letter and attended a March 1<sup>st</sup> permit meeting with Becker County (Kyle Vareberg, John Okeson, Carrie Smith), Cormorant Lakes Watershed (Ellis Peterson) and PRWD (Rick Michelson, Attorney Lukas Croaker, Tera Guetter). Attorney Croaker stated the joint meeting was productive and briefly reviewed the high points discussed at the meeting:

# Regular Meeting Minutes – March 20, 2024

- 4.1.1. Retaining walls – County requires an additional step requiring Planning Commission approval.
- 4.1.2. Vegetation and tree removal – recommend further definitions and clarification; violations.
- 4.1.3. Sand blankets – PRWD allows perched sand blankets.
- 4.1.4. Stormwater Management - mitigation and runoff management
- 4.1.5. Permit / Inspection Fees
- 4.1.6. Permit Platform – Schneider – explore shared use and costs
- 4.1.7. Permit Awareness – coordination and communication

Attorney Croaker will prepare a draft Memorandum of Agreement (MOA) between the County and PRWD for 2024 operations. PRWD will continue to meet with the County and Cormorant WD to work on ordinance and rule clarifications this year and draft an updated MOA after the respective ordinance and rules revisions are completed (anticipated early 2025 timeframe). Commissioner John Okeson left the meeting at 11:15 AM to attend another scheduled meeting.

- 4.2. Engineer – 11:31 AM - Moore Engineering – Chad Engels. Engineer Engels noted the PRWD work plan outlines the Otter Tail 1W1P /PRWD water management goals and encouraged the Managers to periodically review the goals and to think about how updating and clarifying the Rules can assist with reaching the water quality goals. He also reported permit plan reviews have transitioned from Stantec to Moore Engineering.

## 5. Discussion Items (10:00 AM)

- 5.1. Little Floyd Lake Rock Arch Rapids – 11:30 AM. The bid specification for the project has been posted and advertised. Bid opening will be held on March 28, 2024 at 1:00 PM with Houston Engineering. After the bid opening, HEI will review and prepare a bid tabulation sheet. Managers will award the project bid/contractor at the Special Meeting on March 29, 2024.

## 6. Confirm upcoming meeting dates and times. – 11:40 AM

- 6.1. Special Meeting - March 29, 2024
  - 6.1.1. 08:30 AM – Little Floyd Lake Rock Arch Rapids - Bid Award; and Moore Engineering – Service Agreement Task 3 - Rules Update
  - 6.1.2. 09:00 AM – Manager Workshop - Education session
- 6.2. April Regular Meeting and Rules Update Workshop – Wednesday, April 17, 08:30 AM. Moving forward, the board consensus is to include the Rules Workshops as part of the regular monthly meetings.

**Adjournment – Motion to adjourn the regular meeting at 11:43 AM. (Kral, Chris Jasken) – roll call vote. Carried unanimously.**

Respectfully Submitted,

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Chris Jasken, Secretary

Meeting Approved



**Pelican River Watershed District**

**Claims Paid - March 2024**

<b>Payee</b>	<b>Date</b>	<b>Num</b>	<b>Amount</b>
*Guetter,Tera	3/21/2024	EFT2370	\$ 356.40
*Rix-Bach, Shanna	3/21/2024	EFT2371	\$ 159.70
		<b>Employee Expenses Total:</b>	<b>\$ 516.10</b>
Bremer Bank	3/20/2024	EFT2375	\$ 18.50
Loffler Companies, Inc.	3/20/2024	EFT2376	\$ 176.91
		<b>Vendor Expenses - Autopay Total:</b>	<b>\$ 195.41</b>
Premium Waters, Inc.	3/20/2024	015209	\$ 22.74
Ohnstad Twichell, P.C.	3/20/2024	015210	\$ 58.00
Office of MNIT Services	3/20/2024	015211	\$ 69.51
Loffler	3/20/2024	015212	\$ 116.00
League of MN Cities	3/20/2024	015213	\$ 5,070.00
Houston Engineering Inc.	3/20/2024	015214	\$ 20,621.42
County 6 Amoco & Bait	3/20/2024	015218	\$ 37.41
Arvig	3/20/2024	015219	\$ 69.79
Bank of America	3/20/2024	015220	\$ 983.46
ESRI	3/20/2024	015221	\$ 230.00
Forum Communications	3/20/2024	015222	\$ 459.00
Column Software PBC	3/21/2024	015223	\$ 458.56
Becker County	3/27/2024	015224	\$ 100.00
		<b>Vendor Expenses - Check Total:</b>	<b>\$ 28,295.89</b>
Lakes Computer, Inc.	3/22/2024	EFT2372	\$ 190.00
Lakes Computer, Inc.	3/22/2024	EFT2372	\$ 253.75
Wells Fargo-Office Lease	3/22/2024	EFT2373	\$ 1,338.57
Stantec Consulting Services Inc.	3/22/2024	EFT2374	\$ 200.00
		<b>Vendor Expenses - EFT Total:</b>	<b>\$ 1,982.32</b>
Benefits	3/4/2024	EFT2353-EFT2355	\$ 2,864.60
Bi-Weekly Payroll	3/14/2024	EFT2367-EFT2369	\$ 4,812.81
Bi-Weekly Payroll	3/28/2024	EFT2377-EFT2379	\$ 4,812.81
		<b>Payroll Total:</b>	<b>\$ 12,490.22</b>
End of Employment Vacation Payout	3/1/2024	EFT2347	\$ 1,497.16
Federal Tax	3/11/2024	EFT2352B	\$ 1,268.32
Federal Tax	3/15/2024	EFT2367A	\$ 1,881.76
Federal Tax	3/28/2024	EFT2377A	\$ 1,881.76
MN Revenue	3/31/2024	EFT2383	\$ 815.00
MN State Retirement System	3/31/2024	EFT2385-EFT2386	\$ 4,676.00
PERA	3/31/2024	EFT2384	\$ 2,606.14
		<b>Payroll Liabilities Total:</b>	<b>\$ 14,626.14</b>
		<b>Total for Month:</b>	<b>\$ 58,106.08</b>

# Special Meeting Minutes



Date:	Friday, March 29, 2024
Location:	Wells Fargo Building, Second Floor Meeting Room 211 Holmes St. West, Detroit Lakes MN
Managers Present:	Rick Michaelson, Dennis Kral, Chris Jasken, Phil Hansen, Laurie Olson, Charles Jasken
Managers Absent:	Orrin Okeson
Staff:	Administrator Guetter, Kemper, Bach
Consultants	Lukas Croaker (Ohnstad Twichell), Chad Engels (Moore Engineering), Garrett Monson (Moore Engineering)
Others:	Birch Burdick (Sallie Melissa Lake Association), Liz Larson (Administrator, Cormorant Lakes Watershed District), Jeff Moritz (Board Manager, Cormorant Lakes Watershed District), Ellis Peterson (Chairman, Cormorant Lakes Watershed District)

Action Items in bold face

**Call to Order – The Special Managers’ meeting was called to order by President Michaelson at 08:35 AM.**

## **1. Little Floyd Lake Rock Arch Rapids Project – Construction Bid Award**

- 1.1. Administrator Guetter presented Houston Engineering’s bid tabulations from the Little Floyd Lake Rock Arch Rapids Project Construction Bid.
- 1.2. **Motion to accept the HEI recommendation and low bid from Hough, Inc in the amount of \$69,138.50 for the Base project bid for Little Floyd Lake Rock Arch Rapids Project and the Alternative 1 bid in the amount of \$1,676.80. (Hansen, Kral) – carried unanimously (attached hereto).**
- 1.3. **Motion for the Pelican River Watershed district to cover the cost of the Alternative 1 bid \$1,676.80 for the homeowners. (Kral, Charles Jasken) – carried unanimously.**  
The alternative 1 bid item is to address excess water on lot and is not part of the MN DNR project or an eligible MN DNR Grant expense.
- 1.4. **Motion to approve the payment of \$100.00 to Becker County for the Land Alteration Permit for the Little Floyd Lake Rock Arch Rapids Project (Olson, Charles Jasken) – carried unanimously.** Permit fees are exempt on government land, but the project work is on private land and a permit fee is required.

## **2. Moore Engineering – Service Agreement for Rules Update/Meeting Date Schedule**

- 2.1. Chad Engels and Garrett Monson presented Task Order No. 3 dated March 29, 2024 related to estimated cost and schedule of Rules Revision meetings and processes. The estimated fee for the process is \$51,200.00. It was noted by Manager Hansen that the cost does not include the attorney expenses.

# Special Meeting Minutes – March 29, 2024

- 2.2. **Motion to approve Moore Engineering Task Order No 3 dated March 29, 2024. (Charles Jasken, Olson) – carried unanimously (attached hereto).**
3. Manager Workshop – Presented by Garrett Monson (Moore Engineering) – ‘PRWD Rule Revision Board Workshop #1 – Goals & Objectives’ [09:04 AM]
4. Meeting Adjourned by Manager Michaelson 11:06 AM.
5. **Upcoming meeting dates and times.**
  - 5.1. April Regular Meeting – Wednesday, April 17, 08:30 AM with the Manager Workshop immediately following business.

Respectfully Submitted,

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Chris Jasken, Secretary

Meeting Approved

March 28, 2024

Board of Managers  
Pelican River Watershed District  
211 Holmes St. West, Suite 201  
Detroit Lakes, MN 56501

**Subject: Little Floyd Lake Rock Arch Rapids  
Bid Tabulation  
HEI No. 6498\_0003**

Dear Managers:

The bid opening for the above referenced project was at 1:00pm on March 28, 2024. The low bid was submitted by Hough Inc. with a total base bid amount of \$69,138.50 and a total alternative 1 bid amount of \$1,676.80. The bid tabulation has been enclosed. We recommend awarding the contract to Hough Inc.

If you have any questions or comments, feel free to give me a call at (701) 551-1927.

Sincerely,

HOUSTON ENGINEERING, INC.



Victor P. Gronvold, EIT

Enclosures

H:\JBN\6400\6498\6498\_0003 Little Floyd\Deliverables\Little Floyd - Board of Managers 3\_28\_24.doc

Engineer: Havas Engineering, Inc.  
1401 2nd Avenue North  
Fargo, ND 58102

BID TABULATION  
Little Floyd Lake Rock Arch Repair  
Little Floyd Lake Rock Arch Repair  
Little Floyd Lake Rock Arch Repair

BID Dates: March 20th, 2024  
1:00 PM

No.	Item	Quantity	Unit	Hough Inc 18202 4th Rd RD Darevil Lakes, MN 56501		Geomorphic Restoration Inc. 4197 Galtberg Road Darevil, MN 55803		MNL 8740 77th St NE Osage, MN 55362		Street Const Co 4849X Hartzel Rd Big Stone City, SD 59216		Sullivan Brothers, Inc P.O. Box 129 Lawley, MN 56549		Red Rock Tiling & Excavating 5633 Lower Rd SW Kamington, MN 56343		Rigid Excavating 50201 150th St Mandakia, MN 56464		Fidell Plumbing & Excavating 28442 State Hwy 34 Darevil Lakes, MN 56511		Civil Specialists Inc P.O. Box 577 Hillabrew, ND 58845	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LS	\$3,351.00	\$3,351.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$7,040.00	\$7,040.00	\$12,000.00	\$12,000.00	\$19,000.00	\$19,000.00
2	CLEARING AND GRUBBING	1	LS	\$3,335.00	\$3,335.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$500.00	\$500.00	\$2,300.00	\$2,300.00	\$5,500.00	\$5,500.00
3	FLOTATION SILT CURTAIN TYPE MOVING WATER	70	LF	\$29.25	\$2,047.50	\$40.00	\$2,800.00	\$20.00	\$1,400.00	\$45.00	\$3,150.00	\$30.00	\$2,100.00	\$6,000.00	\$420,000.00	\$34.00	\$2,380.00	\$236.00	\$16,520.00	\$29.50	\$2,065.00
4	MODIFY EXISTING DAM	1	LS	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00
5	RANDOM RIPRAV CLASS II	60	CY	\$200.00	\$12,000.00	\$165.00	\$9,900.00	\$170.00	\$10,200.00	\$190.00	\$11,400.00	\$185.00	\$11,100.00	\$290.00	\$17,400.00	\$355.68	\$21,340.80	\$150.00	\$9,000.00	\$312.50	\$18,750.00
6	RANDOM RIPRAV CLASS III	120	CY	\$200.00	\$24,000.00	\$165.00	\$19,800.00	\$170.00	\$20,400.00	\$195.00	\$23,400.00	\$185.00	\$22,200.00	\$180.00	\$21,600.00	\$355.68	\$42,681.60	\$180.00	\$32,400.00	\$335.50	\$40,260.00
7	ROCK WELLS (36" TO 60" DIAMETER (NOULDERS))	65	LF	\$125.00	\$8,125.00	\$115.00	\$7,475.00	\$200.00	\$13,000.00	\$175.00	\$11,375.00	\$125.00	\$8,125.00	\$100.00	\$6,500.00	\$45.00	\$2,925.00	\$60.00	\$3,900.00	\$260.00	\$16,900.00
8	ROCK BOLLARDS (36" TO 60" DIAMETER (NOULDERS))	4	EA	\$450.00	\$1,800.00	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$120.00	\$480.00	\$50.00	\$200.00	\$1,250.00	\$5,000.00
9	TOPSOIL IMPORT	50	CY	\$45.00	\$2,250.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$80.00	\$4,000.00	\$60.00	\$3,000.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$113.50	\$5,675.00
	HYDROSCERING	1	LS	\$2,310.00	\$2,310.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$8,800.00	\$8,800.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$7,200.00	\$7,200.00	\$1,500.00	\$1,500.00	\$7,125.00	\$7,125.00
	BALSAM FIR TREE (2" TO 3" DIAMETER)	4	EA	\$882.00	\$3,528.00	\$500.00	\$2,000.00	\$1,800.00	\$1,800.00	\$425.00	\$1,700.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$552.00	\$2,208.00	\$800.00	\$3,200.00
	SUCKER MAPLE TREE (2" TO 3" DIAMETER)	3	EA	\$582.00	\$1,746.00	\$500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$425.00	\$1,275.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$552.00	\$1,656.00	\$800.00	\$2,456.00
	BITTERROOT HICKORY TREE (2" TO 3" DIAMETER)	1	EA	\$582.00	\$582.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$425.00	\$425.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$552.00	\$552.00	\$950.00	\$950.00
	CANADA PLUM TREE (2" TO 3" DIAMETER)	1	EA	\$582.00	\$582.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$425.00	\$425.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$552.00	\$552.00	\$800.00	\$800.00
	PEARLIE GRAMPLE TREE (2" TO 3" DIAMETER)	1	EA	\$582.00	\$582.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$425.00	\$425.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$552.00	\$552.00	\$950.00	\$950.00
	TOTAL BID			\$69,138.50		\$73,625.00		\$88,000.00		\$91,650.00		\$93,125.00		\$508,100.00		\$1,174,174.00		\$1,055,880.00		\$1,383,555.00	

\*Items in bold represent an error on bid sheet

\*Items in bold represent an error on bid sheet

(6498\_0003)

DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
APRIL 11, 2024

**Surface Waters Protection and Enhancement**

**1. Capital Improvement Projects/Structural and Non-Structural Practices**

- a. **Rice Lake Capital Improvement Project (CIP). Phase 2- Lower Structure** – Guetter will check with City to make sure all parcels on City property have an easement recorded. Next step is to advertise for bids.
- b. **Campbell Creek Project (CIP)**. The EPA approved the final work plan and we are working through the grant agreement contracting process. Upon finalization of the Grant agreement, Stantec and Becker SWCD can begin project work. At the May or June Meeting we will have Stantec make an update on the project to the Board.
- c. **MN DNR FEMA Otter Tail River HUC8 Watershed on a “Risk Map” project**. Nothing further to report. Guetter and Stantec staff need to set up a time to review remaining work items to complete the project and grant.
- d. **Little Floyd Lake Rock Arch Rapids – Nothing further to report.**
- e. **Bucks Mill Dam – Nick Kludt, MN DNR is providing a project update at the April board meeting.**

**2. Becker County Drainage Systems 11, 12, 13 and 14**

- a. **Ditch 11** - No activity to report.
- b. **Ditch 12** – No activity to report.
- c. **DITCH 13 (Little Floyd Lake to Big Detroit) –**
  - i. Open Work Orders
    1. 8<sup>th</sup> Ave south of Tweeton Refrigeration – Feldt Plumbing has removed dam. – Work order closed.
    2. Jackson Avenue – Open work order for Josh Campbell to trap.
- d. **DITCH 14 and BRANCH 1 (HWY 10 to St. Clair Lake to Pelican River)** – No activity to report.
- e. **MADI Conference** – Guetter attended the MADI Conference March 21 & 22 in St. Cloud. Updates at the meeting included Drainage Work Group/BWSR update; FEMA Floodplan Mapping Progress/MN DNR; Survey Technology and Applications for Drainage/Frontier Precision; Vegetation Establishment and Maintenance/MN DOT, Drainage Proceeding Happenings/Issue – Rinke Noonan; Slope and Soil Instability/Braun Intertec & Moore Eng. The next MADI meeting is scheduled for August.

**3. WATER MANAGEMENT RULES – see enclosed report.**

- a. **Becker County MOA. Kyle Vareberg, Becker County Zoning met with Commissioner Okeson and Interim County Administrator Carrie Smith and sent some guidance for the draft MOA to Attorney Croaker.**
- b. **Moore Engineering Master Service Agreement** – The Master Service Agreement between the Pelican River Watershed District and Moore Engineering has been reviewed by Attorney Croaker. The Master Service agreement and Tasks 1 and Tasks 2 will be on the April meeting agenda for board approval.
- c. **Rules Revision - Workshop #1** – Garrett Monson (Moore Engineering) presented the first workshop outlining the rules revision process goals on March 29, 2024. The second workshop will be held April 17, 2024, immediately following the Regular Meeting. The topic will be general watershed background and science.
- d. **Shared 1W1P Technician** – Utech has been following up on closing out past permits with site visits and photos of the completed projects. He is also shadowing Kemper on shoreline visits. Currently working on setting up a re-occurring meetings with Becker SWCD and Cormorant WD to coordinate efforts for shoreline work and cost share programs.

**4. HABITAT PROTECTION AND MANAGEMENT**

- a. **River/Stream Connectivity – Barriers to Fish Movement.**  
Little Floyd Lake Structure Modification Project. Nothing further to report from last month’s meeting.
- b. **Aquatic Invasive Species Prevention and Management.** CLP treatments will occur based upon favorable weather conditions in the May 8<sup>th</sup> – 17<sup>th</sup> timeframe. We will post updates on our website, Facebook, radio. We are working closely with MN DNR, Mankato State, and PLM to coordinate research, pre-treatment surveys, and treatments.

**DISTRICT ADMINISTRATOR'S MONTHLY REPORT**  
**APRIL 11, 2024**

- c. **AIS Research Study Proposal – CLP Flumioxazin Herbicide Treatments.** The Mankato State University agreement has been signed (completed 3/22/2024). Research work will start May 6<sup>th</sup> timeframe.

**5. EDUCATION AND OUTREACH (Website, Social Media, and Workshops)**

- a. **Local Media/Mailings.** Guetter and Kemper were interviewed on April 11<sup>th</sup> by Valley News for a TV segment on the sand ridges on area lakes.

**Hodge Podge Radio – Gina and Shanna were on Hodge March 21.**

- i. Discussed low lake levels and potentially high in-lake vegetation growth due to the limited snow cover.
- ii. CLP Research Project
- iii. Reviewed Grant opportunities for schools and homeowners.
- iv. Social media – LIKE our Facebook and Instagram sites!

- b. **Social Media Posts (Facebook & Instagram) – Facebook Followers – 171, Instagram Followers - 7**

Date	Description	Engagement
3/15/2024	Shared Becker Co Museum Pollination Investigation Camp offering.	0 likes, 0 comments, 0 shares
3/15/2024	Posted Little Floyd Lake Rock Arch Rapids RFP	0 likes, 0 comments, 1 share
3/15/2024	Shared Friends of Tamarac Charitable Pint Night	1 likes, 0 comments, 0 shares
3/19/2024	Shared DL Online story about early ice out record breaking.	0 likes, 0 comments, 0 shares
3/19/2024	Shared Lake Detroiters Detroit Ice Out History	0 likes, 0 comments, 0 shares
3/20/2024	Share Annual Refuge Cleanup Day	0 likes, 0 comments, 0 shares
3/20/2024	Posted AIS Treatment Notification	0 likes, 0 comments, 0 shares
3/27/2024	Posted Approval of Annual Work Plan	1 like, 0 comments, 0 shares
4/2/2024	Posted BMP Cost Share Program Summary	5 likes, 1 comment, 1 share
4/3/2024	Shared DL Online story about Invasive Carp	0 likes, 0 comments, 0 shares

- c. **Conservation Education Meeting:**

- i. **“No Child left Inside” Education Group** – Kemper and Bach attended a meeting on April 2 at the Becker Co Museum. Mike Swan, former White Earth Natural Resources Director, spoke about the intersection of Indigenous Culture, Science, Education, and Conservation.

- d. **Lake Handouts-** Work continues on lake association handouts for Detroit/Curfman, Sallie/Melissa, Floyds, and Long Lakes. We have contacted lake association heads about AIS treatments and distributed a 1-page flyer summarizing some upcoming activity to be included in their spring newsletters.
- e. **Lake Association Newsletter Page** – A newsletter insert for Lake Associations was distributed to presidents for inclusion in spring correspondence (attached).
- f. **Ice Damage Flyer** – A flyer summarizing permitting requirements and information about ice damage was developed and distributed to lake associations, contractors, Becker County Zoning and Detroit Lakes Planning. (attached)
- g. **Tree Service Reminders** – Working on a flyer to remind tree service companies of the rules for tree removal in the SIZ.
- h. **Summer Fishing League Coaches** – PRWD staff will attend tournaments as available to help. Board Managers are welcome to come and meet some fisher-teens, too!
  - i. Local Lake Tournament Dates:
    - 1. 5/14 – Lake Sallie
    - 2. 6/8 – Big Detroit Walleye Tournament
    - 3. 6/11 – Big Detroit Tournament
    - 4. 8/6 – Lake Melissa

DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
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- i. Grant Programs:
  - i. Education Dollars
    - 1. Cost Share Program: Budget - \$15,000, Remaining unencumbered: \$11,059.50
      - a. Approved to date: Becker County Museum (\$3000) pending
      - b. Paid out: Becker County Museum (approved FY23) - \$940.50
- j. **Shoreline Landscaping Education Class** – Shanna is working with a few landscapers to develop a landscaping seminar / class for summer. She has been in contact with Becky Mitchel at the Museum and Lance Akers of Natures One Design for potential partnership.
- k. **Ottertail 1W1P Education and Outreach Group** – See 1W1P Section.

**6. DISTRICT OPERATIONS/ADMINISTRATION**

- e. **Storage Building at Dunton Park** – Staff will continue dialogue with County staff and explore options this summer.
- f. **2023 Annual Report** – The report will reviewed for approval at the May meeting.
- g. **Grant Oversight** - Campbell Creek Watershed Restoration (MPCA Section 319 Small Watersheds Focus Group C Grant Funding), FEMA Grant, BWSR Clean Water Rice Lake Project – Phase 1 & Phase 2. MN DNR – Conservation Partners Legacy Grant, Otter Tail 1W1P Implementation Grant.
- h. **Gathering Partners** – UofM Extension. A summary of the events for the Gathering Partners meeting (May 17-19, 2024, at Fair Hills Resort) was sent to the Board Managers. PRWD staff will host a tour of the Rice Lake Phase I project site and the Highway 10 Overlook. This will be followed by a trip to the Detroit Lakes Wastewater Treatment Plant for a tour by Rob Bredeson of the City.
- i. **Quarter 1 2024** – Quarterly financial documentation (IRS 941, MN Department of Revenue filings, MN unemployment filings) are complete and ready for treasurer signature.

**Otter Tail River 1W1P Partnership – WEBSITE: <https://www.eotswcd.org/ot1w1p/>**

- a. **1W1P Grant – Feasibility Study West Area (“Willow Pond”) Stormwater Treatment** –Study started by Stantec Engineering. No further updates.
- b. **OTW TAC Committee** (Guetter). The next TAC is on May 9<sup>th</sup> at 1:00 pm.
- c. **OTW Education/Outreach Committee** – Gina and Shanna attended the first meeting of the OTW Education and Outreach Committee on March 18, 2024. Representatives from BCSWCD, CLWD, East Ottertail SWCD, & Wadena SWCD were present. The first meeting consisted of sharing what each group does for Education and Outreach and setting some goals for collaborative projects. Initial projects included a pontoon tour of a lake in each county to highlight healthy shoreline practices followed by an education session at a local bar/brewery and production of a new lakeshore education handout. Staff met with Claire from Becker County Soil & Water to update our shoreline booklet for use in the entire OT 1W1P area.



DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
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DATA COLLECTION AND MONITORING PROGRAM

Lakes and Streams – Kemper is now preparing materials and equipment for the 2024 Monitoring Season.

Weather

March 2024 Temperatures

What a month! Completely different weather patterns prevailed for the first half versus the second half of the month. Warm and dry the first half, followed by cool and wet the second half. Overall, most climate stations will report a mean monthly temperature that ranges from 2°F to 5°F above normal.

During the first half of the month temperatures averaged 10°F to 14°F above normal, while 196 daily maximum temperature records were set or tied, along with 34 warm daily minimum temperature records within the state climate network. Many climate stations reported daytime highs from the upper 50s to low 70s F and there were reports of many ice-out dates on area lakes. Conversely, during the second half of March temperatures averaged 5°F to 8°F colder than normal, though no new daily cold temperature records were set.

The March temperatures for Detroit Lakes were warmer than average the first half of the month with the exception of 3 days. The second half of the month remained below the historic average. Detroit Lakes reported 13 days well above the historical average and 18 days below the historic average.

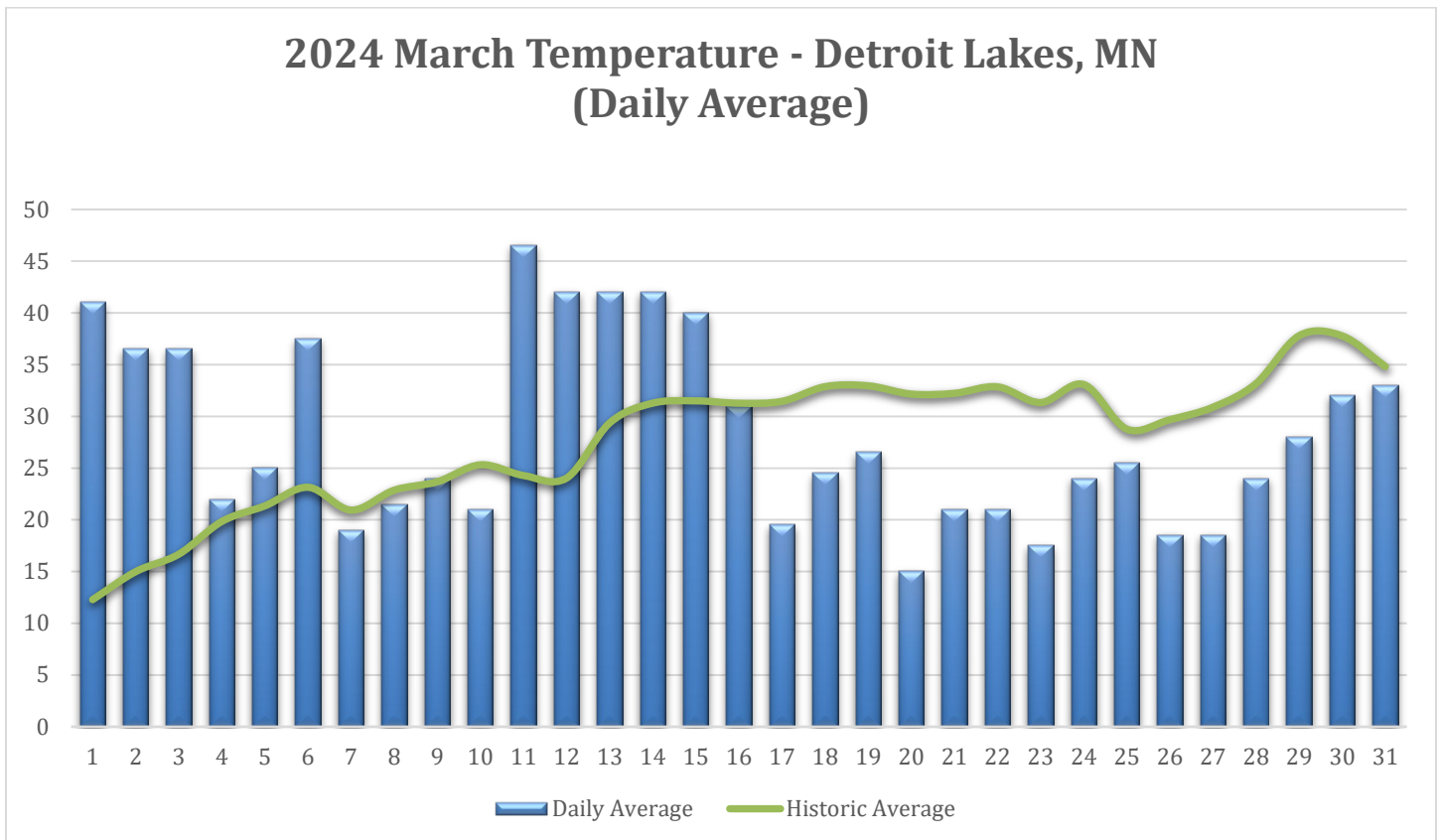
Hottest Day: 66°F, March 11<sup>th</sup>

Daily average High for Detroit lakes: 37°F

Coldest Day: 7°F, March 20<sup>th</sup> & 23<sup>rd</sup>

Monthly average temperature: 28°F

Daily average low temperatures: 19°F

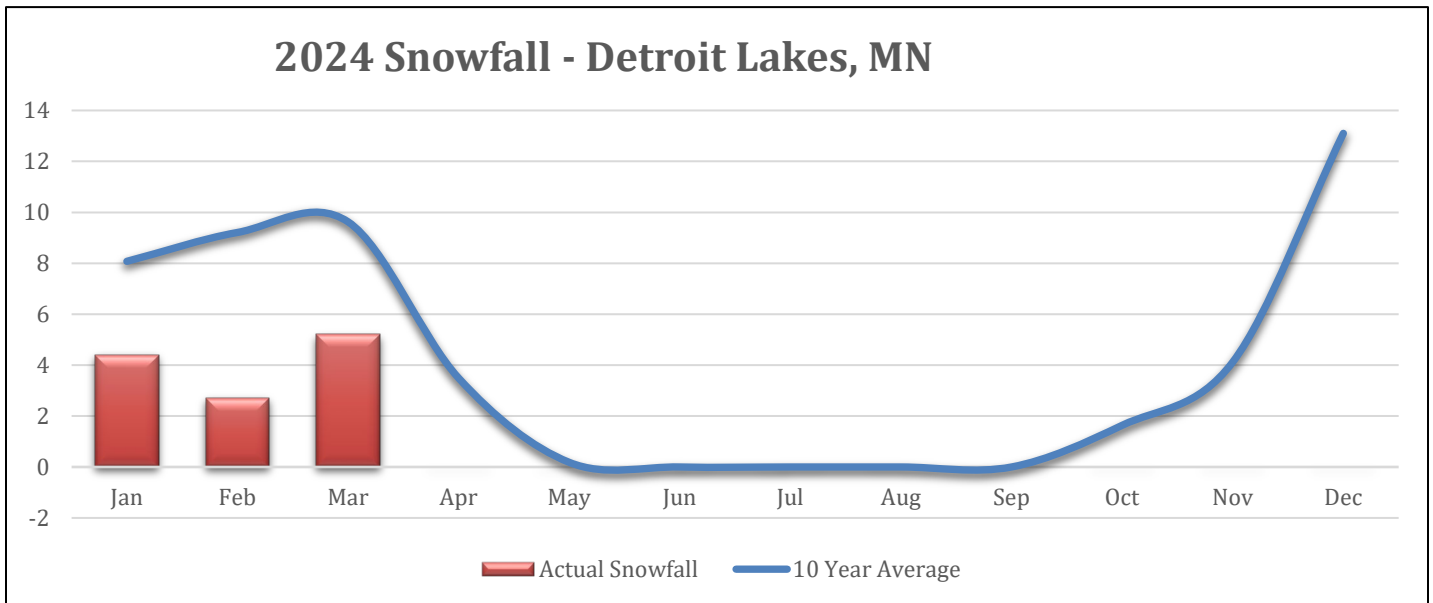
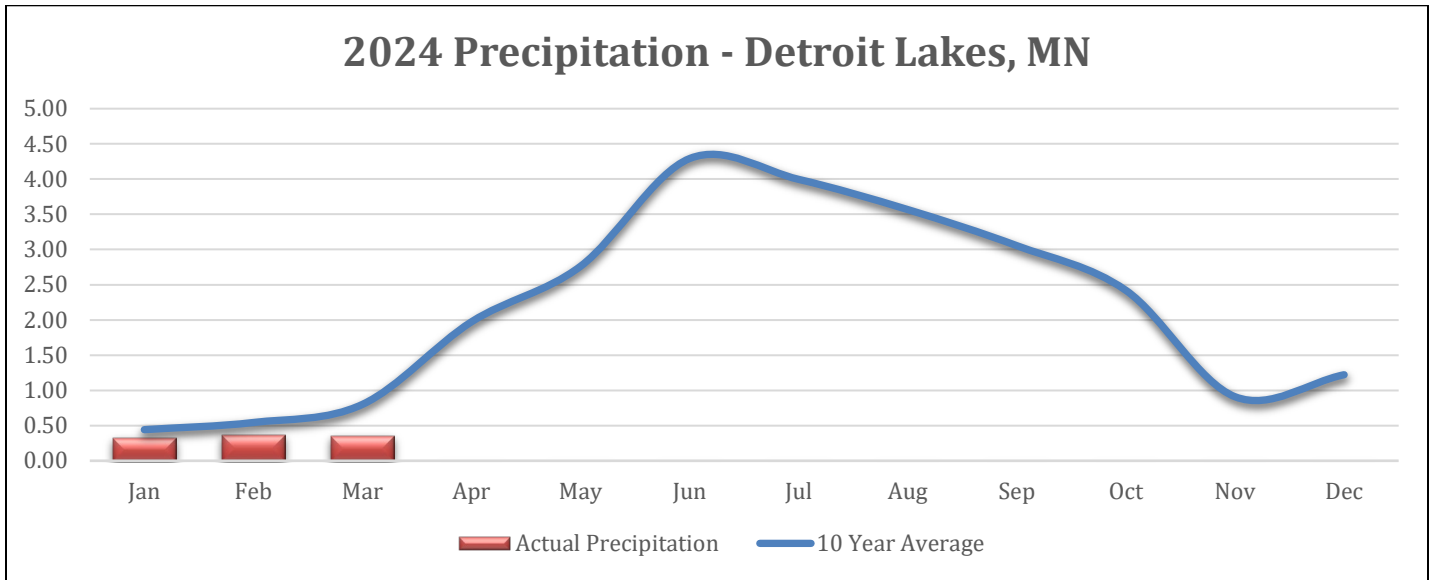


DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
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**March 2024 Rainfall / Snowfall**

Moisture-wise, the first half of March was very dry, with many climate stations reporting zero precipitation and drought worsening in the state. The second half of the month brought measurable precipitation on several days, especially with back-to-back winter storms during March 21-27. Except for portions of northwestern and north-central Minnesota, most climate stations will report monthly precipitation between 1.50 and 2.50 inches. A few places will report over 3 inches. For monthly total snowfall most observers report between 6 inches and 16 inches.

In Detroit Lakes the total rainfall was 0.35 inches which is 0.45 inches less than the 10-year average of 0.80 inches. Most of the rain fell between the 22<sup>nd</sup> and the 27<sup>th</sup> (0.20 inches). We received a total of 5.20 inches of snow, which is down 4.43 inches from the 10-year average (9.63 inches).

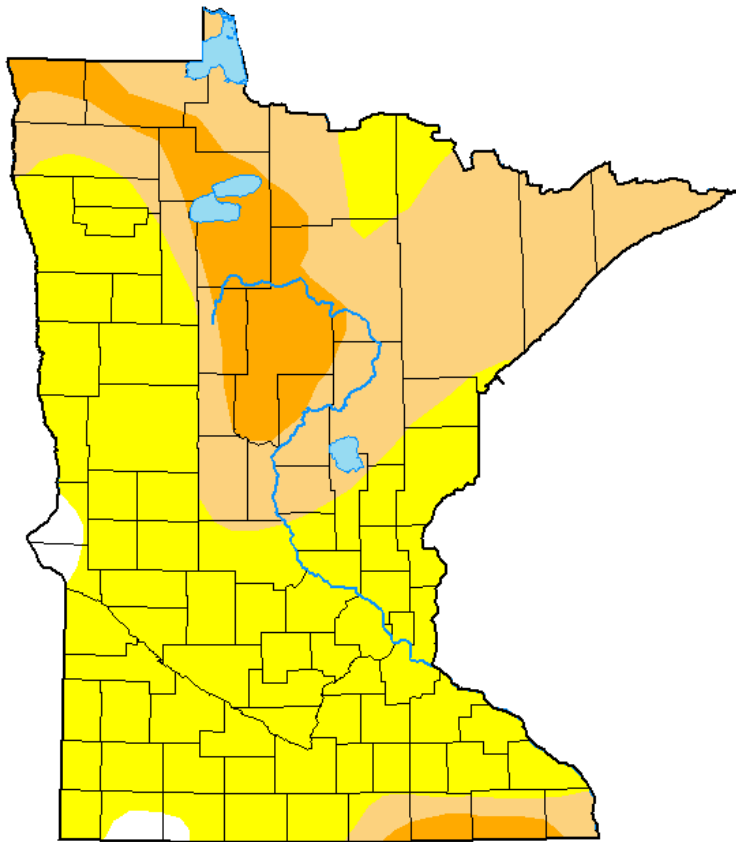


DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
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This was much needed for most of the Minnesota landscape, helping to alleviate the drought condition, especially in the southern half of the state. Areas of Moderate to Severe Drought which were nearly 75 percent in the state last week were reduced to just 43 percent this week. The only major agricultural area of the state that missed out on the extra heavy precipitation was the Red River Valley in northwestern Minnesota.

**U.S. Drought Monitor  
Minnesota**

**March 26, 2024**  
*(Released Thursday, Mar. 28, 2024)*  
Valid 8 a.m. EDT



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	1.38	98.62	43.37	11.43	0.00	0.00
<b>Last Week</b> <small>03-19-2024</small>	0.52	99.48	74.74	12.42	0.25	0.00
<b>3 Months Ago</b> <small>12-26-2023</small>	14.82	85.18	40.24	12.42	0.25	0.00
<b>Start of Calendar Year</b> <small>01-02-2024</small>	14.82	85.18	40.24	12.42	0.25	0.00
<b>Start of Water Year</b> <small>09-26-2023</small>	0.00	100.00	82.65	46.65	8.03	0.00
<b>One Year Ago</b> <small>03-28-2023</small>	58.59	41.41	12.86	0.00	0.00	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

Author:

Brad Rippey  
U. S. Department of Agriculture



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)



# PELICAN RIVER

watershed district

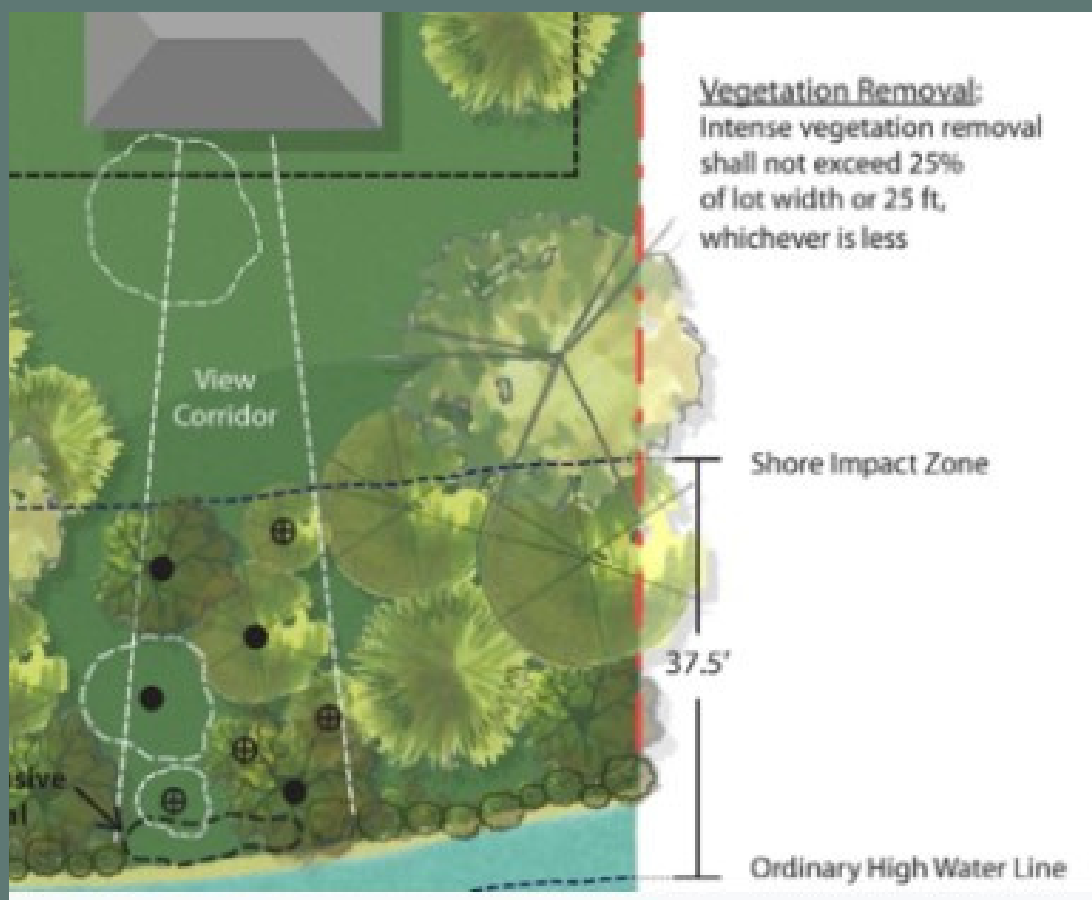
## AQUATIC INVASIVE SPECIES TREATMENTS

With our snowless winter, we are expecting denser growth of Curly-leaf Pondweed this summer. PRWD has scheduled AIS treatment on Muskrat, Big and Little Detroit, Curfman, North Floyd, Sallie and Melissa.

For more information on our treatments and maps of treatment locations see our website:

<https://prwd.org/resources/public-notice-ais-treatments/>

We are excited to announce that this summer PRWD is partnering with Minnesota State University Mankato on a research project to investigate new methods for treating Curly-leaf Pondweed in Minnesota lakes. Staff is hopeful that this will give us another tool in the toolbox for fighting AIS in our lakes.



## PERMITS

As your dreaming of your yard improvements this summer, don't forget your city, county, and/or watershed permits. If you're planning on doing any work in the Shore Impact Zone, give us a call and our staff will be happy to walk you through PRWD's permit process. We can give you ideas to make your shore functional, beautiful and healthy!

We will also chip in up to \$1000 to offset the costs of native plantings or tree placement on your shore as part of our Best Management Practices Cost Share program.

For more info on PRWD's permits see: <https://prwd.org/permits/>

For more info on PRWD's Cost Share Program see: <https://prwd.org/resources/watershed-stewardship-grants/>

## LAKE AND STREAM MONITORING

PRWD is happy to welcome our summer interns Sheldon and Jon to our staff. These two will be out around the district performing water quality testing.

- |                               |                     |                    |
|-------------------------------|---------------------|--------------------|
| • Water Chemistry and Clarity | • Vegetation Survey | • Shoreline Survey |
| ◦ Big Floyd                   | ◦ Big Detroit       | ◦ Long             |
| ◦ North Floyd                 | ◦ Little Detroit    | ◦ Pearl            |
| ◦ Little Floyd                | ◦ Curfman           | ◦ Munson           |
| ◦ Big Detroit                 | ◦ Fox               |                    |
| ◦ Little Detroit              | ◦ Pearl             |                    |
| ◦ Long                        | ◦ Munson            |                    |
| ◦ Saint Clair                 |                     |                    |
| ◦ Sallie                      |                     |                    |
| ◦ Melissa                     |                     |                    |
| ◦ Abbey                       |                     |                    |
| ◦ Johnson                     |                     |                    |

If you see us on the lake, give a wave and a thank you. Those interns work hard in the summer to make sure our lakes and streams are ready for the next generation of lake life!



WWW.PRWD.ORG

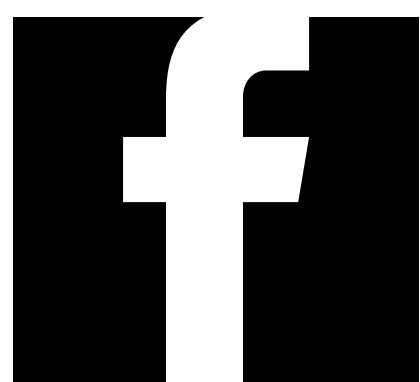
(218) 846-0436

PRWDINFO@ARVIG.NET



Instagram

@pelicanriverwatershed



Find us on Facebook

Pelican River Watershed District

## CHECK US OUT ONLINE!

We are so much more than permits and sampling. Did you know:

- We are in the middle of a \$1.5 million capital improvement project that will significantly decrease legacy phosphorus contamination in Detroit Lake and down stream.
- We have a grant to restore miles of stream banks on Campbell Creek that will reduce sediment and nutrient contamination in Floyd lake.
- We are working to replace the 1930's weir at the Little Floyd Lake Outlet with a state of the art fish passage to improve the safety and habitat in the northern district.

To keep up with our projects, check out the 'Our Work' section of our website OR follow us on Facebook and Instagram.

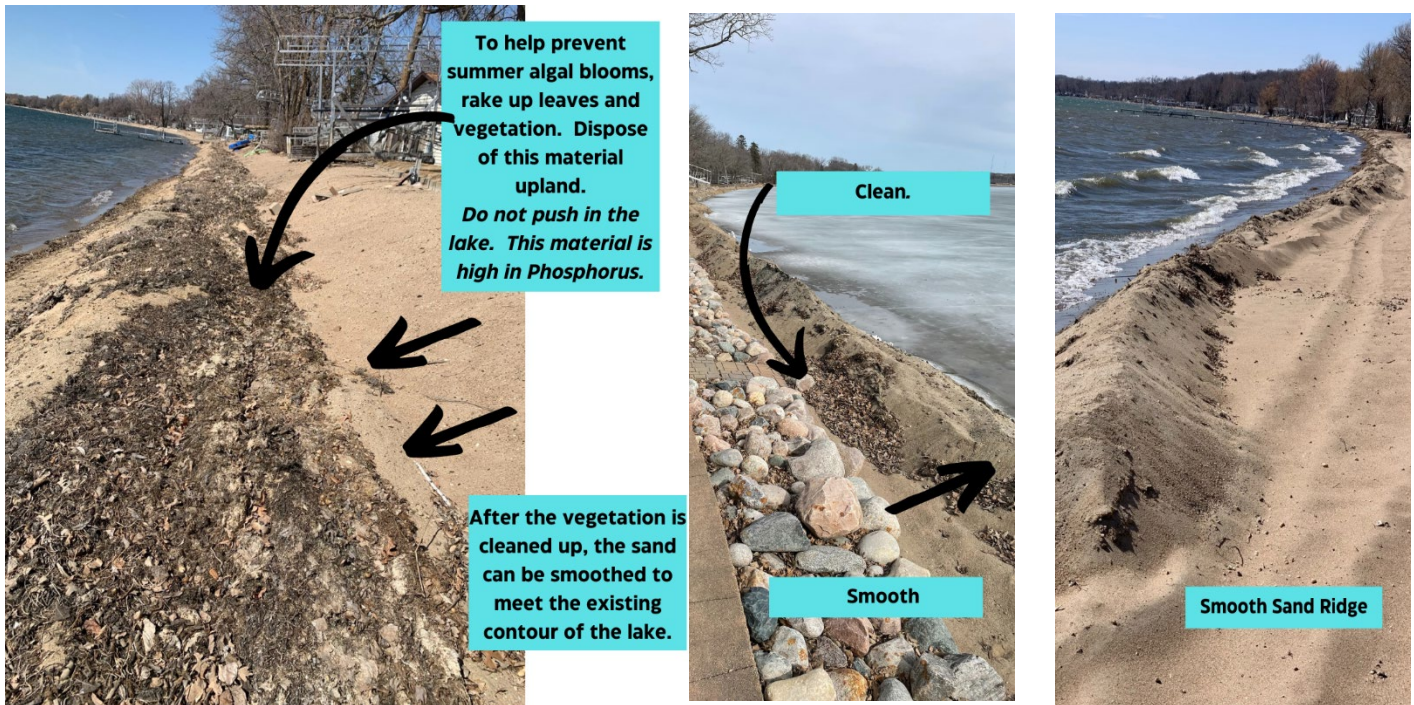


## What should homeowners do about ice effects to their shoreline?

The combination of low water levels and ice movement has caused lake bottom sediments to be piled up near the shoreline. Because of this unique situation, landowners will not be required to obtain a permit for the spring of 2024 for beaches that resemble the pictures below.

### You DO NOT Need A Permit IF:

The sand and/or aquatic vegetation has been pushed onto the beach area, but it does not impact the shoreline (riprap or grade).



**Unsure if your shore falls under the stipulations above?**

**Snap a picture that includes the lake and the shore. Send it to [prwdpermit@arvig.net](mailto:prwdpermit@arvig.net). Our permit staff will have a look and let you know what your next steps should be.**

### How to Fix:

1. Clean up any vegetation on the surface of the sand.
2. Grade the sand or gravel to conform to the original cross section and alignment of the lakebed.

*Natural ice-ridges are normal and important features of the shoreline of lakes; they serve as a component of the shoreline habitat for birds, and other animals and plants. They also help to prevent shoreline runoff from reaching the lake. In other words, ice-ridges are good, and should be preserved whenever possible.*

## Permits are Required for the following Shoreline Actions

- Shoreline alterations (installation, repair or replacement of riprap or other shoreline erosion management practices)
- Vegetation alterations (shoreline buffers; trees, shrubs, ground cover alterations, landscaping)
- Pre-existing Ice Pressure Ridge repairs
- New beach or perched sand blanket installation
- Structures, Impervious surfaces (sidewalks, lake access paths, stairs, landings, accessory structures)
- Retaining walls (installation, repair, or replacement within in Shore Impact or Bluff Impact Zones)
- Land Alterations (landscaping projects, grade changes, fill placement)



## For Ice Damage Repair Permits the following is required.

- The work is related to ice activity occurring during the previous winter.
- A ridge of no less than eight inches is maintained parallel to the shore or ice ridge repaired to previous height (whichever is higher). The 8-inch difference shall be measured between the ridge top and 3 feet landward of the ridge.
- All ice ridge material that is composed of sand or gravel is removed as provided above or graded to conform to the original cross-section and alignment of the lakebed; the work will restore or maintain the original pressure ridge elevation as the topography/condition allows.
- If more than 200 feet of shoreline is affected, a MN DNR permit is required.
- All exposed areas are immediately stabilized as needed to prevent erosion and sedimentation.

**CALL US! EMAIL US! STOP BY AND VISIT!**

**211 Holmes Street West – Wells Fargo Building – Suite 201, Detroit Lakes, MN 56501**

**218-846-0436 – [prwdpermit@arvig.net](mailto:prwdpermit@arvig.net)  
[www.prwd.org](http://www.prwd.org)**



## PERMITS ISSUED

No.	Name/Address	Description
24-03	<b>Danielson, Wallace &amp; Renee</b> 685 South Shore Drive, Detroit Lakes	Impervious Surface – Stormwater mitigation for 29.09%. Addition of three season porch 16 feet x 14 feet. Mitigate for 4.921 ft <sup>2</sup> with installation of raingardens.
24-04	<b>Roberts, Jeff</b> 26587 Paradise Point Rd, Detroit Lakes	Near shore alteration - Removal of existing retaining wall and dead tree. Regrade shoreline, addition of riprap and native plantings, installation of edgerblock behind sand blanket, and installation of lake access pathway and steps.
24-05	<b>Smoley, Chad</b> 13281 West Lake Sallie Drive, Detroit Lakes	Near shore alteration – Removal of trees in the shore impact zone. Planting of eight native species trees in the shore impact zone.
24-06	<b>Reski, Kevin &amp; Joy</b> 1559 East Shore Drive, Detroit Lakes	Impervious Surface – Stormwater mitigation for 25.75%. Construction of a 92 foot x 40 food shed. Mitigate for 7340 ft <sup>2</sup> with installation of two 10 foot x 92 food rock/raingardens.
24-07	<b>Zorbas – Hanzon Properties</b> 402 West Lake Drive, Detroit Lakes	Stormwater Management: Commercial >25% Impervious Surface – Construction of covered seating area. Installation of infiltration areas beneath the new deck. Plan approved by Moore Engineering 3/28/2024.
24-08	<b>Pelican River Watershed District</b> 27368 Little Floyd Lake Road, Detroit Lakes	Near shore alteration & changes to Waters of the State – Little Floyd Lake Rock Arch Rapids Installation. Modification of existing DNR outlet structure. Plan approved by Houston Engineering.
24-09	<b>Karen Blum</b> 404 South Shore Drive, Detroit Lakes, MN	Near shore alteration – Ice damage repair. Regrade damaged shoreline and riprap repair.
24-10	<b>Sunderland, Derek &amp; Tammy</b> 512 S Shore Drive, Detroit Lakes	Near shore alteration - Regrade damaged shoreline and riprap installation. Impervious Surface – Stormwater mitigation for 26.99%. Impervious surface decrease from existing 31% to 26.99%. Mitigate for 5879 ft <sup>2</sup> with installation of raingardens and drain basins.
24-11	<b>Willhelm Schaleben Family Trust</b> 939 N Shore Drive, Detroit Lakes	Near shore alteration – Ice damage repair. Regrade damaged shoreline and riprap repair.

## PERMITS APPLICATIONS PENDING

- **Soo Pass Ranch** – Residential > 10,000 ft<sup>2</sup> – Subdivision – Changes to infrastructure - Development of Lake Sallie Bluff on Lake Sallie. Project will include grading, road construction, 16 residential homes, multi-unit storage buildings, and stormwater management. Initial review by Moore Engineering will be sent to Apex Engineering with conditions on 4/11/2024.

## PERMIT APPLICATIONS EXPECTED

- Brad Wimmer – Impervious Surface
- Detroit Lakes Country Club – Impervious Surface – Golf cart storage shed.

## MEETING COMMENTS

- **City of Detroit Lakes – City Council**
  - March 12<sup>th</sup> Meeting – No comment
  - April 9<sup>th</sup> Meeting – No comment
- **City of Detroit Lakes – Planning Commission**
  - April 25<sup>th</sup> Meeting – comment will be sent on Brad Wimmer property
- **City of Detroit Lakes – Development Authority**
  - March 26<sup>th</sup> Meeting – No comments
- **Becker County – Planning and Zoning**
  - March 27<sup>th</sup> Meeting –
    - Jay Boeddecker Trust – 13617 260<sup>th</sup> Ave, Detroit Lakes - Request for a conditional Use Permit for a Shoreland Multi-unit Development consisting of 10 unit. If approved, they would need to obtain a PRWD Stormwater Mitigation Permit.
- **Becker County – Board of Adjustment**
  - March 21<sup>st</sup> Meeting –
    - **John W. & Tracy L Alin (23797 County HWY22):**  
Update. The contractor contacted the office 4/11/2024, their impervious surface plans are now under 25%. However, due to their variance for the structure located in the SIZ they will need to obtain a permit for conducting work in the SIZ.
  - April 11<sup>th</sup> Meeting –
    - **Dana E & Rita K Tomlinson ( 24420 Riverside Rd Detroit Lakes - Request a variance to replace an existing home with a dwelling and attached garage to be located thirty-five (35) feet from the OHW due to setback issues. We recommend that all structures including decks and patios be constructed outside of the shore impact zone (setback 37.5 feet from the OHWL).**





Pelican River

# CostShare APPLICATION

PELICAN RIVER  
watershed district

211 Holmes Street West, Suite 201  
Detroit Lakes, MN 56501  
(218) 846-0436  
www.prwd.org

## Project Details:

1. Attach a project work plan with timeline.
2. Attach a project budget and detailed plant list if available.
3. Attach photos of the project site.
4. How will the project be maintained (attach signed maintenance agreement)?

Project will be maintained by landscaper/installer initially and DLCCC staff in future. Natoms Native is the contractor

## Public Outreach:

Would you allow a small sign to be placed near the project when complete?

Yes

## Permitting:

Does this project require PRWD, City of Detroit Lakes, or Becker County Permit?

NO


## AUTHORIZATION Please Initial:

I understand that it is District policy to only provide cost share assistance for Minnesota native plants (trees, seeding, plant plugs, shrubs) and erosion control and planting materials such as coir logs, erosion matting and blankets, mulch, and anything else deemed appropriate by the PRWD.

I understand that the District is not obligated to fund my project or portions of my project.

I understand that the District Board of Managers must approve all reimbursement payments pertaining to my project, and that the District is allowed 45 days to process a payment.

I understand that failure on my part to maintain the project for five years past the completion date may result in the District requiring all or a portion of my allotted cost share to be recovered, and it will be the District's discretion to determine the amount recovered.

 Peter Jacobs

3/26/24

Signature: PRWD Board Packet - April 2024 - 21

Date:



Pelican River  
**Maintenance**  
 P L A N

**PELICAN RIVER**  
 watershed district  
 211 Holmes Street West, Suite 201  
 Detroit Lakes, MN 56501  
 (218) 846-0436  
 www.prwd.org

Site Location: 826 Summit Avenue

Shoreline Buffers and Rain Gardens are designed to remove pollutants from stormwater runoff and reduce runoff volume through infiltration. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function of your plants.

The property owner is responsible for completing inspections and conducting regular maintenance. At a minimum, rain gardens/shoreline buffers must be inspected in the spring and fall of each year, but a monthly inspection is recommended.

**First Year Requirements:**

**WATERING** New plants require 1" of water per week, if there is a lack of rainfall, watering will be necessary. New plants should receive .05" of water twice per week, but if conditions are extremely hot and dry, add another .05"/week.

**WEEDING** Check for weeds at least once every 2 weeks. Removing weeds by hand is recommended.

**MULCH** Mulch your plants as necessary throughout the season to prevent soil erosion and weed growth and to hold moisture in the soil.

**DRAINAGE** Check for sediment build-up, debris buildup and mulch flotation. Clean area to restore proper filtration.

**2 - 5 Year Requirements:**

**CLEAN BUFFER / GARDEN**  
 Remove any sediment, trash and debris.

**REMOVE DEAD VEGETATION**  
 Remove any dead vegetation, trim live vegetation if needed and remove weeds.

**REPAIR** Inlet erosion / damage. Inspect bottom of the buffer / garden and remove sediment. Repair erosion if needed.

**LOOSEN, AERATE OR REPLACE**  
 Soils to ensure water infiltrates must infiltrate within 48 hours.

**SWEEP** Paved surfaces draining to garden should be swept and kept free of sediment and debris.

**MULCH** Wood mulch replaced or added to keep 3" depth

**REPLACE DEAD PLANTS**  
 Replace dead plants / vegetation and water as needed.

Current Owner: DLCCC Inc

Agrees to comply with the above guidelines with inspections and maintenance for at least five (5) years. Records should include photos and a brief description of what needed to be done annually to maintain the Buffer/Garden such as plant or material replacement, adding mulch, etc.

Please submit photos and written report to the District office at prwdinfo@arvig.net by August 1st each year.

03/27/2024

Signature \_\_\_\_\_ PRWD Board Packet - April 2024 - 22

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



**Project Estimate # 2401**

Natures Natives  
23485 Old 59 Road  
Pelican Rapids, MN 56572  
Office: 218-863-3323  
Mobile: 701-238-9298

Client Name: Detroit Lakes Community and Cultural Center  
Property Address: 826 Summit Ave. Detroit Lakes 56501  
Contact Phone Number: (Peter) 701-371-5364

Bid: 02/23/24

Job Description: Pollinator habitat creation along North and East sides of the DLCCC.  
Project to include: Vegetation removal, top soil, mulch, & native species plants with seed.  
Construction of a paver seating area on the north side of the entrance.

<b>Materials:</b>	2052 Mixed Native Plants	<del>X</del> \$4,104.00
	Pollinator Seed Mix	<del>X</del> \$58.38
	Top Soil	<del>V</del> \$400.00
	Compost	<del>K</del> \$500.00
	214 bags untreated plain wood Mulch	<del>X</del> \$632.14
	Equipment: Skid Steer	\$750.00
	Skid Steer	\$400.00
	Dingo	\$500.00
	Dump Truck	\$250.00
	Class 5	\$150.00
	Paver edge	\$94.00
	Spikes	\$41.00
	Fabric	\$85.00
	1.5" Rock	\$46.00
<b>Labor:</b>		\$4,500.00
	<b>Total:</b>	<b>\$12,510.52</b>

Thank you for your business!

Throughout 2024 we are promoting spinal injury awareness which has touched our employee family in a very difficult way. It has become our mission to spread the story of one very special little girl and how we all can all play a part in helping those who live with challenges that no one of any age should ever have.

Species Name	Common Name	Becker County Museum Proposed Species List	Plant Type	Moisture	Light requirements	Height/ inches	Bloom/Seed Color	Bloom time
<i>Equation/Sort Line</i>								
<i>Agastache foeniculum</i>	Anise Hyssop	x	Forb	Dry-Moist	Full Sun-Part Shade	24-36"	Purple	Summer
<i>Allium stellatum</i>	Prairie Onion	x	Forb	Dry	Full Sun	12-24"	Pink	Summer
<i>Anemone patens</i>	Pasque Flower	x	Forb	Dry	Full Sun	6-12"	Purple	Spring
<i>Aquilegia canadensis</i>	Columbine	x	Forb	Dry	Full Sun-Part Shade	24-36"	Red	Spring
<i>Asclepias tuberosa</i>	Butterfly Weed	x	Forb	Dry-Moist	Full Sun	24-36"	Orange	Summer
<i>Coreopsis lanceolata</i>	Lance Leaf Coreopsis	x	Forb	Dry	Full Sun	24-36"	Yellow	Summer
<i>Dalea candida</i>	White Prairie Clover	x	Legume	Dry	Full Sun	24-36"	White	Summer
<i>Dalea purpurea</i>	Purple Prairie Clover	x	Legume	Dry-Moist	Full Sun	24-36"	Purple	Summer
<i>Echinacea angustifolia</i>	Narrow Leaved Coneflower	x	Forb	Dry	Full Sun	12-24"	Purple	Summer
<i>Gaillardia aristata</i>	Blanket Flower	x	Forb	Dry	Full Sun	36-48"	Yellow/Orange	Spring
<i>Heliopsis helianthoides</i>	Common Ox-eye Sunflower	x	Forb	Dry-Moist	Full Sun	48-60"	Yellow	Summer
<i>Lespedeza capitata</i>	Round Headed Bush Clover	x	Forb	Dry	Full Sun	36-48"	White	Summer
<i>Liatris aspera</i>	Rough Blazing Star	x	Forb	Dry	Full Sun-Part Shade	24-36"	Purple	Fall
<i>Liatris ligulistylis</i>	Meadow Blazing Star	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	Purple	Summer
<i>Liatris punctata</i>	Dotted Blazing Star	x	Forb	Dry	Full Sun	18-24"	Purple	Summer
<i>Liatris pycnostachya</i>	Prairie Blazing Star	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	Purple	Summer
<i>Lupinus perennis</i>	Wild Lupine	x	Forb	Dry	Full Sun-Part Shade	12-24"	Purple	Spring
<i>Monarda fistulosa</i>	Wild Bergamot	x	Forb	Dry-Moist	Full Sun	36-48"	Purple	Summer
<i>Monarda punctata</i>	Spotted Bee Balm	x	Forb	Dry	Full Sun	24-36"	Yellow	Summer
<i>Penstemon digitalis</i>	Smooth Penstemon	x	Forb	Dry-Moist	Full Sun-Part Shade	24-36"	White	Spring-Summer
<i>Penstemon grandiflorus</i>	Large Flowered Penstemon	x	Forb	Dry	Full Sun	36-48"	Purple	Spring-Summer
<i>Phlox pilosa</i>	Prairie Phlox	x	Forb	Dry	Full Sun	12-24"	Pink	Spring
<i>Ratibida columnifera</i>	Long-headed Coneflower	x	Forb	Dry	Full Sun	36-48"	Yellow	Summer
<i>Ratibida pinnata</i>	Yellow Coneflower	x	Forb	Dry-Moist	Full Sun	36-48"	Yellow	Summer
<i>Rosa arkansana</i>	Prairie Rose	x	Shrub	Dry-Moist	Full Sun-Part Shade	24-36"	Pink	Summer
<i>Rudbeckia triloba</i>	Brown-eyed Susan	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	Yellow	Summer
<i>Solidago nemoralis</i>	Gray Goldenrod	x	Forb	Dry	Full Sun	12-24"	Yellow	Fall
<i>Solidago ptarmicoides</i>	Upland Goldenrod	x	Forb	Dry-Moist	Full Sun	12-24"	White	Fall
<i>Solidago rigida</i>	Stiff Goldenrod	x	Forb	Dry-Moist	Full Sun	36-48"	Yellow	Fall
<i>Solidago speciosa</i>	Showy Goldenrod	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	Yellow	Fall
<i>Symphyotrichum laeve</i>	Smooth Blue Aster	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	Lavender	Fall
<i>Symphyotrichum lateriflorum</i>	Calico Aster	x	Forb	Dry-Moist	Full Sun-Part Shade	36-48"	White	Fall
<i>Symphyotrichum oolentangier</i>	Sky Blue Aster	x	Forb	Dry-Moist	Full Sun-Part Shade	24-36"	Lavender	Fall
<i>Symphyotrichum sericeum</i>	Silky Aster	x	Forb	Dry	Full Sun	24-36"	Purple	Fall
<i>Verbena stricta</i>	Hoary Vervain	x	Forb	Dry-Moist	Full Sun	36-48"	Purple	Summer
<i>Veronicastrum virginicum</i>	Culver's Root	x	Forb	Dry-Moist	Full Sun-Part Shade	48-60"	White	Summer
<i>Zizia aptera</i>	Heart-leaf Golden Alexander	x	Forb	Dry-Moist	Full Sun-Part Shade	24-36"	Yellow	Spring
<i>Heterotheca camporum</i>	Golden Aster	x	Forb	Dry-Moist	Full Sun-Part Shade	12-18"	Yellow	Summer



	Scientific Name	Common Name	% of Mix	Seeds/Sq Ft	PLS lbs/ac	Bloom Season
<b>Grasses:</b>	<i>Bouteloua curtipendula</i>	Side-oats Grama	21.50	7.86	2.15	
	<i>Bouteloua gracilis</i>	Blue Grama	2.00	2.94	0.20	
	<i>Bromus kalmii</i>	Prairie Brome	1.00	0.29	0.10	
	<i>Elymus trachycaulus</i>	Slender Wheat Grass	5.00	1.27	0.50	
	<i>Koeleria macrantha</i>	Junegrass	0.40	2.57	0.04	
	<i>Schizachyrium scoparium</i>	Little Bluestem	17.60	9.70	1.76	
	<i>Sporobolus heterolepis</i>	Prairie Dropseed	1.50	0.88	0.15	
<b>Sedges/Rushes:</b>	<i>Carex brevior</i>	Plains Oval Sedge	0.30	0.32	0.03	
	<i>Cyperus schweinitzii</i>	Schweinitz's Flatsedge	0.70	1.10	0.07	
<b>Forbs:</b>	<i>Achillea millefolium</i>	Yarrow	0.20	1.29	0.02	Summer
	<i>Agastache foeniculum</i>	Fragrant Giant Hyssop	0.35	1.16	0.04	Summer
	<i>Allium stellatum</i>	Prairie Onion	0.80	0.32	0.08	Summer
	<i>Amorpha canescens</i>	Leadplant	2.50	1.47	0.25	Summer
	<i>Artemisia ludoviciana</i>	Prairie Sage	0.10	0.92	0.01	Summer
	<i>Asclepias verticillata</i>	Whorled Milkweed	0.20	0.08	0.02	Summer
	<i>Asclepias synaca</i>	Common Milkweed	1.10	0.16	0.11	Summer
	<i>Asclepias tuberosa</i>	Butterfly Milkweed	1.25	0.20	0.13	Summer
	<i>Astragalus canadensis</i>	Canada Milk Vetch	1.25	0.78	0.13	Summer
	<i>Chamaecrista fasciculata</i>	Partridge Pea	6.25	0.62	0.63	Fall
	<i>Cirsium hillii</i>	Hill's Thistle	0.20	0.05	0.02	Summer
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.15	0.06	0.02	Summer
	<i>Dalea candida</i>	White Prairie Clover	6.00	4.19	0.60	Summer
	<i>Dalea purpurea</i>	Purple Prairie Clover	7.25	3.99	0.73	Summer
	<i>Desmodium canadense</i>	Showy Tick-trefoil	3.00	0.61	0.30	Summer
	<i>Drymocallis arguta</i>	Prairie Cinquefoil	0.30	2.53	0.03	Summer
	<i>Echinacea angustifolia</i>	Narrow-leaved Coneflower	1.50	0.39	0.15	Summer
	<i>Heliopsis helianthoides</i>	Common Ox-eye	4.00	0.93	0.40	Summer
	<i>Helianthus pauciflorus</i>	Stiff Sunflower	0.30	0.04	0.03	Fall
	<i>Heterotheca villosa</i>	Golden Aster	0.30	0.23	0.03	Summer
	<i>Lespedeza capitata</i>	Round-headed Bushclover	1.25	0.37	0.13	Summer
	<i>Liatris ligulistylis</i>	Meadow Blazing Star	0.60	0.22	0.06	Summer
	<i>Liatris punctata</i>	Dotted Blazing Star	0.30	0.08	0.03	Summer
	<i>Lupinus perennis</i>	Wild Lupine	0.50	0.02	0.05	Spring
	<i>Monarda fistulosa</i>	Wild Bergamot	0.40	1.03	0.04	Summer
	<i>Monarda punctata</i>	Spotted Bee Balm	0.25	0.83	0.03	Summer
	<i>Penstemon gracilis</i>	Slender Penstemon	0.25	5.51	0.03	Spring
	<i>Penstemon grandiflorus</i>	Large-flower Penstemon	1.00	0.51	0.10	Spring
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.10	0.81	0.01	Summer
	<i>Ratibida columnifera</i>	Long-headed Coneflower	1.00	1.54	0.10	Summer
	<i>Rudbeckia hirta</i>	Black-eyed Susan	1.50	5.07	0.15	Summer
	<i>Solidago missouriensis</i>	Missouri Goldenrod	0.10	0.72	0.01	Fall
	<i>Solidago nemoralis</i>	Gray Goldenrod	0.20	2.20	0.02	Fall
<i>Solidago speciosa</i>	Showy Goldenrod	0.40	1.40	0.04	Fall	
<i>Symphotrichum laeve</i>	Smooth Blue Aster	1.00	2.02	0.10	Fall	
<i>Symphotrichum oolentangiense</i>	Sky-blue Aster	1.40	4.11	0.14	Fall	
<i>Tradescantia bracteata</i>	Long-bracted Spiderwort	0.50	0.18	0.05	Spring	
<i>Verbena stricta</i>	Hoary Vervain	1.00	1.03	0.10	Summer	
<i>Zizia aptera</i>	Heart-leaved Alexanders	0.40	0.18	0.04	Spring	
<i>Zizia aurea</i>	Golden Alexanders	0.85	0.34	0.09	Spring	
			100.00	75.09	10.00	

Seeds/sq ft: 75.00  
Grass Species: 7  
Sedges/Rush Sp: 2  
Forb Species: 40

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

Prepared by



Issued and Published Jointly by



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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of March 29, 2024 (“Effective Date of the Agreement”) between  
Pelican River Watershed District (“Owner”) and  
Moore Engineering Inc. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for [ 5 ] years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the sixtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## **ARTICLE 5 – OPINIONS OF COST**

### *5.01 Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### *5.02 Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### *5.03 Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### *6.01 Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
    - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

#### 6.06 *Suspension and Termination*

##### A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
  - c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such



notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer’s services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner’s convenience, effective upon Engineer’s receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
  - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
  - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
  - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
  - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. Not used.
- C. Not used.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

## 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## **ARTICLE 7 – DEFINITIONS**

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Suggested Form of Task Order***

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### **8.02 *Exhibits Included:***

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.



- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. Not Used
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.**

OWNER: Pelican River Watershed District

ENGINEER: Moore Engineering, Inc.

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

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

Print Name: Rick Michaelson

Print Name: Chad Engels

Title: President

Title: Water Resources Sector Leader

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

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

Engineer License or Firm's Certificate No. (if required):

State of : \_\_\_\_\_

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

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

Address for Owner's receipt of notices:

Pelican River Watershed District

Attn.: District Administrator

211 Holmes St. W., Suite 201

Detroit Lakes, MN 56501

Address for Engineer's receipt of notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DESIGNATED REPRESENTATIVE

(Paragraph 8.04):

\_\_\_\_\_

DESIGNATED REPRESENTATIVE

(Paragraph 8.04):

\_\_\_\_\_

Title: Tera Guetter

Title: Garrett Monson

Phone Number: (218) 846-0436

Phone Number: (612) 699-0729

E-Mail Address: tera.guetter@arvig.net

E-Mail Address: garrett.monson@mooreengineeringinc.com

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

**Task Order**

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***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

***[Select one of the following three options and delete the other two.]***

set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

- as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

***[or]***

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
  - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

***[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.***

***2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]***

C. Designing to a Construction Cost Limit

***[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]***

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

***[or]*** Engineer shall also provide the following services: as required

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Task Order Form

- E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

**3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:

***[Select one of the following three options and delete the other two.]***

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

- as follows: [ ] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

***[or]***

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.

Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

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### Task Order Form

**[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either “Lump Sum,” “Direct Labor,” or “Hourly Rates” as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]**

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[ ]	[ ]
a. Study and Report Phase (A1.01)	\$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	\$[ ]	[ ]
d. Construction Phase (A1.05)*	\$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	\$[ ]	[ ]
f. Post-Construction Phase (A1.06)	\$[ ]	[ ]
g. Commissioning Phase (A1.07)	\$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	\$[ ]	[ ]
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	\$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

**[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]**

\*Based on a [ ]-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:**

**8. Other Modifications to Agreement and Exhibits:**

**[Supplement or modify Agreement and Exhibits, if appropriate.]**

**Task Order Form**



**9. Attachments:**

**10. Other Documents Incorporated by Reference:**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [  ].

OWNER:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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**Task Order Form**

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This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Engineer's Services for Task Order**

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### **PART 1—BASIC SERVICES**

#### *A1.01 Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions.
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Specific Project.

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**Exhibit A – Engineer’s Services**

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
  8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
  9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
  11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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**Exhibit A – Engineer's Services**

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## A1.02 Preliminary Design Phase

### A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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#### Exhibit A – Engineer's Services

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
  1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

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**Exhibit A – Engineer's Services**

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of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

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**Exhibit A – Engineer's Services**

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other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols

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Exhibit A – Engineer's Services

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for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees

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**Exhibit A – Engineer's Services**

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the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so

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far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

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25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## **PART 2—ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:

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- a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
  11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### **B2.01 Specific Responsibilities**

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

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**Exhibit B– Owner's Responsibilities**

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- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B– Owner's Responsibilities**

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Basis of Compensation*

- A. The basis of compensation (compensation methods) for Basic Services (including if applicable the basis of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The following basis of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

#### *C2.02 Explanation of Compensation Methods*

##### *A. Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

##### *B. Standard Hourly Rates*



1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be discussed and adjusted annually at the January meeting of the Board of Managers of the Pelican River Watershed District to reflect equitable changes in the compensation payable to Engineer.

#### C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; toll telephone calls, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 5.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 29, 2024.

## Reimbursable Expenses Schedule

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Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Travel Expenses	Project Mileage	Per current IRS rate	per mile
	Lodging and Meals	Cost * 1.15	
	Per Diem	\$60.00	per day
Survey Supplies	Iron Pins	\$1.25	each
	Fence Posts	\$5.00	each
	Motorized Offroad Vehicles   Drone Equipment	\$75.00	per day
Miscellaneous	Project Expenses and Sub Consultants	At Cost	

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### Exhibit C - Appendix 2 – Standard Hourly Rates Schedule

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This is **Appendix 2 to EXHIBIT C**, referred to in and part  
of the **Agreement between Owner and Engineer for  
Professional Services – Task Order Edition** dated  
March 29, 2024

**Standard Hourly Rates Schedule**

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The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

<u>Description</u>	<u>Billing Rate</u> <u>Per Hour</u>	<u>Description</u>	<u>Billing Rate</u> <u>Per Hour</u>
Principal	\$195.00	Engineering Technician II	\$115.00
Senior Project Manager	\$195.00	Engineering Technician I	\$95.00
Senior Professional Engineer	\$190.00	CADD Technician III	\$130.00
Senior Technical Advisor	\$190.00	CADD Technician II	\$125.00
Grants and Funding Specialist	\$185.00	CADD Technician I	\$110.00
Project Manager	\$185.00	Communications Manager	\$170.00
Professional Engineer II	\$180.00	Communications Specialist	\$140.00
Professional Engineer I	\$170.00	Marketing Manager	\$160.00
Project Coordinator	\$170.00	Marketing Specialist II	\$140.00
Watershed & Water Quality Coordinator	\$170.00	Marketing Specialist I	\$95.00
Municipal Administrative Specialist	\$160.00	GIS Manager	\$170.00
Project Engineer	\$155.00	GIS Developer	\$155.00
CADD Standards Coordinator	\$155.00	GIS Programmer III	\$145.00
Senior Construction Engineer/Specialist	\$160.00	GIS Programmer II	\$135.00
Construction Engineer/Specialist II	\$150.00	GIS Programmer I	\$130.00
Construction Engineer/Specialist I	\$140.00	GIS Technician III	\$130.00
Graduate Engineer	\$140.00	GIS Technician II	\$125.00
Senior Engineering Designer	\$155.00	GIS Technician I	\$115.00
Engineering Designer II	\$140.00	Senior Land Surveyor	\$175.00
Engineering Designer I	\$135.00	Land Surveyor	\$160.00
Environmental Scientist II	\$160.00	Survey Manager	\$145.00
Environmental Scientist I	\$115.00	Survey Crew Chief II	\$140.00
Environmental Technician I	\$90.00	Survey Crew Chief I	\$130.00
Environmental Intern	\$65.00	Survey Technician III	\$105.00
Expert Witness	\$330.00	Survey Technician II	\$95.00
Project Manager Assistant	\$135.00	Survey Technician I	\$85.00
Engineering Technician III	\$125.00	Administrative Assistant	\$90.00

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
  
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
  
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the

design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

#### 11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).



2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024

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**Exhibit E – Notice of Acceptability of Work**

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**NOTICE OF ACCEPTABILITY OF WORK**

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

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To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: \_\_\_\_\_  
ENGINEER

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The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
    - a. Workers' Compensation: Statutory
    - b. Employer's Liability –
      - 1) Bodily injury, each accident: \$ 1,000,000
      - 2) Bodily injury by disease, each employee: \$ 1,000,000
      - 3) Bodily injury/disease, aggregate: \$ 1,000,000
    - c. General Liability –
      - 1) Each Occurrence  
(Bodily Injury and Property Damage): \$ 2,000,000
      - 2) General Aggregate: \$ 2,000,000
    - d. Excess or Umbrella Liability –
      - 1) Each Occurrence: \$ 3,000,000
      - 2) General Aggregate: \$ 3,000,000
    - e. Automobile Liability – Combined Single Limit  
(Bodily Injury and Property Damage): \$ 2,000,000
    - f. Professional Liability –
      - 1) Each Claim Made: \$ 3,000,000
      - 2) Annual Aggregate: \$ 3,000,000
    - g. Other (specify): \$ \_\_\_\_\_

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### Exhibit G - Insurance

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2. By Owner:
- a. Workers' Compensation: Statutory
  - b. Employer's Liability –
    - 1) Bodily injury, each accident \$ 1,000,000
    - 2) Bodily injury by disease, each employee \$ 1,000,000
    - 3) Bodily injury/disease, aggregate \$ 1,000,000
  - c. General Liability –
    - 1) General Aggregate: \$ 2,000,000
    - 2) Each Occurrence (Bodily Injury and Property Damage): \$ 2,000,000
  - d. Excess Umbrella Liability –(or its equivalent)
    - 1) Each Occurrence: \$ NA
    - 2) General Aggregate: \$ NA
  - e. Automobile Liability –
    - 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$ NA
  - f. Other (specify): \$ \_\_\_\_\_

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

---

**Exhibit G - Insurance**

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator or mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

---

**Exhibit H – Dispute Resolution**

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

## **Limitations of Liability**

---

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

### **I6.11.A Limitation of Engineer's Liability**

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1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[100,000].

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*Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes.



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 29, 2024.

**Amendment To Task Order No. \_\_\_\_\_**

---

**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount:            \$[    ]
- b. Net change for prior amendments:    \$[    ]
- c. This amendment amount:             \$[    ]
- d. Adjusted Task Order amount:         \$[    ]

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. 1,  
consisting of 2 pages.

**Task Order No. 1**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 29, 2024 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: April 17, 2024
- b. Owner: Pelican River Watershed District (MN)
- c. Engineer: Moore Engineering Inc.
- d. Specific Project (title): Pelican River WD, MN - General Services
- e. Specific Project (description): General Consulting

**BACKGROUND:** Moore Engineering, Inc. (Moore) is District Engineer for the Pelican River Watershed District (District). The District may, at their discretion, request technical assistance or other general tasks of Moore staff in support of District business.

**GENERAL DESCRIPTION OF PROJECT:** Work completed under this Task Order will be at the direction of the District that is not required to go through a public bidding process.

**PROJECT OBJECTIVES:** The objective is to provide the District with technical assistance on an “as needed” basis.

**2. Services of Engineer**

The specific services to be provided or furnished by Engineer under this Task Order will be identified in writing, typically in the form of an email.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and as identified in writing, typically in the form of an email.

**4. Task Order Schedule**

The schedule of tasks to be completed will be identified in writing, typically in the form of an email.

---

**Task Order Form**

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**5. Payments to Engineer**

- A. Owner shall pay the Engineer for services rendered under this Task Order on a time and material basis
- B. The terms of payment are set forth in Article 4 of the Agreement.

**6. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 17, 2024.

OWNER:

ENGINEER:

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

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

Print Name: Rick Michaelson

Print Name: Chad Engels

Title: Board President

Title: Water Resources Sector Leader

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tera Guetter

Name: Garrett Monson

Title: Administrator

Title: Project Manager

Address: \_\_\_\_\_

Address: Two Carlson Parkway North, Suite 110  
Plymouth MN 55447

E-Mail Address: \_\_\_\_\_

E-Mail Address: garrett.monson@mooreengineeringinc.com

Phone: \_\_\_\_\_

Phone: (612) 499-0429

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**Task Order Form**

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**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. 2,  
consisting of 3 pages.

**Task Order No. 2**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 29, 2024 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: April 17, 2024
- b. Owner: Pelican River Watershed District (MN)
- c. Engineer: Moore Engineering Inc.
- d. Specific Project (title): Pelican River WD, MN – Permit Review
- e. Specific Project (description): Permit Review

**BACKGROUND:** Moore Engineering, Inc. (Moore) is District Engineer for the Pelican River Watershed District (District). The District processes permit applications and chooses to delegate the review of certain applications to their District Engineer.

**GENERAL DESCRIPTION OF PROJECT:** Moore will complete technical review of permit applications at the direction of District staff. Moore will prepare a permit review summary to document the proposed project's compliance with District rules or areas where additional information or revisions are needed.

**PROJECT OBJECTIVES:** As District Engineer, Moore will provide technical expertise in applying District Rules and associated guidance, and interpreting project documents to determine compliance. Moore will also correspond with applicants as needed to help them gain compliance for permit issuance while protecting District interests.

**2. Services of Engineer**

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

- General permitting discussion on technical and/or administrative items,
- Review of permit applications and associated submittals for compliance with District permitting rules and guidance,
- Communication with applicants and District staff regarding permit compliance,
- Consult with District staff on after-the-fact permits as needed,

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- Consult with District staff on resolution of permit violations as needed, and
- Provide technical assistance on District Rules during pre-application meetings and application completeness review.

### **3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and maintaining the integrity of their own permit files.

### **4. Task Order Schedule**

Moore will complete these services on an as-needed basis and provide initial comments or status of review within 10 business days of receipt of complete application materials.

### **5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order on a time and materials basis.

B. The terms of payment are set forth in Article 4 of the Agreement.

### **6. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 20, 2024.

OWNER:

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

Print Name: Rick Michaelson

Title: Board President

ENGINEER:

By: 

Print Name: Chad Engels

Title: Water Resources Sector Leader

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tera Guetter

Title: Administrator

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
OWNER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Garrett Monson

Title: Project Manager

Address: Two Carlson Parkway North, Suite 110  
Plymouth MN 55447

E-Mail Address: garrett.monson@mooreengineeringinc.com

Phone: (612) 499-0429  
ENGINEER:

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**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. 3,  
consisting of 3 pages.

**Task Order No. 3**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 29, 2024 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: March 29, 2024
- b. Owner: Pelican River Watershed District (MN)
- c. Engineer: Moore Engineering Inc.
- d. Specific Project (title): Pelican River WD, MN - Permit Rule Revision
- e. Specific Project (description): 2024 Permit Rule Revision

**BACKGROUND:** Moore Engineering, Inc. (Moore) is District Engineer for the Pelican River Watershed District (District). The District has been navigating the Rule Revision Process over the last few years, but is now wanting to finish the process. Moore has presented a process to complete the Rule Revision Process and the District has acted at their February Board Meeting to adopt the proposed process.

**GENERAL DESCRIPTION OF PROJECT:** The intent of this Task Order is to progress through the process laid out in the February Board Workshop and adopted by the District in their regular Board Meeting. This process includes several in person board workshops, stakeholder meetings, drafting revised rules, compiling and addressing comments, and preparing the final revised rules.

**PROJECT OBJECTIVES:** At the end of this process the District will have modernized its Rules that have been refined through public outreach and the Board will have a shared understanding of the basis of their Rules that align with the District's goals and objectives.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
  - Prepare for and present at seven (7) Board Workshop Meetings,
  - Completing a gap analysis of current District Rules and prepare a permitting matrix comparing District Rules to other applicable rules within the District,
  - Prepare draft revised rules

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**Task Order Form**



- Prepare for and present at three (3) stakeholder meetings,
- Compile comments from stake holder meetings and prepare a second round of revised rules,
- Assist with the publishing of the draft revised rules for review as part of the statutory process, and
- Compile and address comments received and prepare final revised rules.

B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

### 3. Owner's Responsibilities

Owner shall coordinate meeting dates and complete all necessary notices and publishing as part of the statutory rule making process.

### 4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- |  |                    |
|--|--------------------|
| ▪ Board Workshop 1 – Goals & Purpose                     | March 2024         |
| ▪ Board Workshop 2 – Establish Baseline Knowledge        | April 2024         |
| ▪ Complete Gap Analysis/Prepare Permit Matrix            | May 2024           |
| ▪ Board Workshop 3 – Review of Current Rule/Gap Analysis | May 2024           |
| ▪ Prepare Draft Revised Rule                             | June 2024          |
| ▪ Board Workshop 4 – Review Draft Revised Rule           | June 2024          |
| ▪ Three Stakeholder Meetings                             | July & August 2024 |
| ▪ Address Stakeholder Comments and Revise Draft Rules    | September 2024     |
| ▪ Board Workshop 5 – Review Draft Revised Rules          | September 2024     |
| ▪ Board Workshop 6 – Review and Optimize Workflows       | October 2024       |
| ▪ Publish Draft Revised Rules for Review                 | October 2024       |
| ▪ Compile and Address Review Comments                    | December 2024      |
| ▪ Review Final Revised Rules and Set Public Hearing      | December 2024      |

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**5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order on a time and material basis. The estimated fee to complete the scope of work identified above is Fifty-One Thousand Two Hundred Dollars (\$51,200). Time and Materials will be billed monthly.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**6. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 29, 2024.

OWNER:

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

Print Name: Rick Michaelson

Title: Board President

ENGINEER:

By: 

Print Name: Chad Engels

Title: Water Resources Sector Leader

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tera Guetter

Title: Administrator

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Garrett Monson

Title: Project Manager

Address: Two Carlson Parkway North, Suite 110  
Plymouth MN 55447

E-Mail Address: garrett.monson@mooreengineeringinc.com

Phone: (612) 499-0429

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## Gathering Partners 2024 Schedule



Join us May 17-19, 2024!

This year's conference features a collaboration with the **Detroit Lakes Festival of Birds**. We figured that two popular events for nature people at the same time in the same place ought to work together!

**Jointly offered events include:**

- Friday morning field trips (Tamarac National Wildlife Refuge and Wannigan Park/Ike Fisher Farm)
- Friday evening dinner and plenary speaker Al Batt at Fair Hills Resort
- Saturday morning field trips (Rothsay Complex/Warbblers & Wildflowers at Smoky Hills State Park/Lof Woods)
- Saturday evening dinner and keynote speaker, Donald Kroodsmā (at MState)

And we warmly invite Festival of Birds participants to join the Gathering Partners conference at any point, see special registration options on the [Registration page](#).

<https://gatheringpartners.umn.edu/>

## Gathering Partners 2024 Schedule

### **Full Conference Tickets**

- Includes food and onsite & offsite sessions starting Friday dinner through Sunday lunch with the exception of field trips provided by the Festival of Birds.
- \$275
- Festival of Birds field trips are an additional fee of \$53 each. You may register for those as one of your Gathering Partners sessions selected and pay the fee through our registration process, OR you may register for them individually through the Festival of Birds website.

### **Friday Afternoon Pre-Conference Ticket**

- \$45 - Includes supplies and materials

Gathering Partners 2024 Schedule

<b>Friday, May 17, 2024</b>	
<p><b>4:45 am – 11:30 am</b></p>	<p><b>Festival of Birds Field Trip: Tamarac National Wildlife Refuge (SOLD OUT)</b>                      \$53 - Bus leaves from Fair Hills Resort   Maximum registrations – 10</p> <p>The pristine woodlands of Tamarac Refuge are host to 25 species of warblers including the Golden-winged Warbler. Nearly 43,000 acres make up this premier bird refuge of Northwestern Minnesota. Tamarac’s wildlife biologist will be on board to guide you through the mosaic of habitats including pine and hardwood forests, lakes, rivers, marshes and brushy grasslands. You’ll trek into key sections of the refuge for the best views. Sturdy boots or knee high rubber boots are recommended for the short hikes through brushy terrain. The refuge has a bird list of 258 species, so there will be plenty of feathered friends to see here. <b>Birds we’ll be looking for: American Woodcock, Scarlet Tanager, Rose-breasted Grosbeak, vireos, 25 species of warblers including Golden-winged, Solitary Sandpiper, Trumpeter Swans, Ruffed Grouse, nesting Bald Eagles and Common Loons.</b></p> <p><b>NOTE:</b> This field trip is offered and conducted by the Detroit Lakes Festival of Birds. Ten seats on this field trip are reserved for Gathering Partners participants, so you may register for this field trip along with the rest of your Gathering Partners registration OR you can register separately for it on the Festival of Birds website where they have more seats available. The bus for this trip will pick up 10 participants at the Fair Hills Resort at 4:45 AM and return to the resort around noon. If you register for this trip through the Festival of Birds website, you should either provide your own transportation to/from the pick up site at M State College in Detroit Lakes or send a message to <a href="mailto:gatheringpartners@umn.edu">gatheringpartners@umn.edu</a> to request to be included in the Fair Hills pick up/drop off.</p>
<p><b>4:45 am – 11:30 am</b></p>	<p>Festival of Birds Field Trip: Wannigan Regional Park &amp; Ike Fisher Farm                      \$53 - Bus leaves from Fair Hills Resort   Maximum registrations – 10</p> <p><b>NEW FIELD TRIP SITE:</b> These two sites are near Frazee, 10 miles east of Detroit Lakes. The Wannigan site is a recently purchased 158-acre property that is designated as a regional park. Three trails meet in the Frazee area – the Otter Tail River State Water Trail, North Country National Scenic Trail and multi-use Heartland State Trail. The park habitat is a mix of pine and hardwood forests and open grass areas along the Otter Tail River. This mosaic of landscapes lend to several varieties of birds for viewing. Today’s birding trip is the premiere tour of the park, helping to build a bird and plant checklist. An additional stop is at the Ike Fisher Farm, where numerous mowed trails meander along lakes, wetlands, maple and basswood forests and grasslands. Mr. Fisher hosted the annual 5th Grade Conservation Tour for many years and was a delight for students for decades. His family continues to open the property for birding. We will divide into small groups at each site for the best viewing opportunity. Expect considerable walking on this trip. <b>Birds we’ll be looking for: Western and Eastern Kingbirds; Baltimore and Orchard Orioles; Eastern Meadowlarks; Brown Thrashers; Sandhill Cranes; a myriad of spring migrating Warblers; Clay Colored, Grasshopper and Chipping Sparrows; Scarlet Tanager; Rose-breasted Grosbeak and waterfowl including Trumpeter Swans. There is a chance of seeing Red-headed Woodpeckers.</b></p> <p><b>NOTE:</b> This field trip is offered and conducted by the Detroit Lakes Festival of Birds. Ten seats on this field trip are reserved for Gathering Partners participants, so you may register for this field trip along with the rest of your Gathering Partners registration OR you can register separately for it on the Festival of Birds website where they have more seats available. The bus for this trip will pick up 10 participants at the Fair Hills Resort at 4:45 AM and return to the resort around noon. If you register for this trip through the Festival of Birds website, you should either provide your own transportation to/from the pick up site at M State College in Detroit Lakes or send a message to <a href="mailto:gatheringpartners@umn.edu">gatheringpartners@umn.edu</a> to request to be included in the Fair Hills pick up/drop off.</p>

Gathering Partners 2024 Schedule

<b>Friday, May 17, 2024</b>	
<p><b>8:00 am – 5:00 pm</b></p>	<p><b>AIS Detectors Core Course - Fair Hills Resort - The Perch (Registration for this session is conducted through <u>Extension's Aquatic Invasive Species program.</u>)</b></p> <p>The AIS Detectors Core Course is an introduction to aquatic invasive species (AIS) science, identification, and surveillance. You will learn how to report invasive species, best practices for preventing the spread of AIS, relevant rules and regulations, and how to search for AIS on your own.</p> <p>About the Course</p> <p>Become an AIS Detector! This course consists of two portions: a self-paced online course and a live workshop with the instructors. The self-paced online course takes approximately 8 hours to complete, followed by either a one day in-person workshop or two 3-hour virtual workshops via Zoom. The self-paced online course will open on <b>Wednesday, April 3, 2024</b>. You will select which workshop(s)</p> <p>The self-paced online content must be completed prior to the start of the live workshops. You must complete both workshop sessions in order to receive credit for the course and become a Certified AIS Detector.</p> <p>Your registration fee includes unlimited access to the self-paced online course, access to the live workshop(s) of your choosing, a copy of our AIS identification field guide, and networking opportunities with other AIS Detectors and experts. Lunch is provided for in-person workshops.</p> <ul style="list-style-type: none"> <li>• <b>Registration for the Plymouth option</b> is available at no cost to you this year thanks to a sponsorship from Hennepin County Environment and Energy.</li> <li>• <b>Registration for the Duluth option</b> is available at no cost to you this year thanks to a grant from the NOAA's Office for Coastal Management and the Minnesota Department of Natural Resources.</li> </ul>
<p><b>1:00 pm – 4:00 pm</b></p>	<p><b>Preconference Field Trip: Greenwater Lake Scientific &amp; Natural Area</b>            \$45 - Bus leaves from Fair Hills Resort   Maximum registrations - 45</p> <p><b>Description:</b>            Visit a large SNA with a unique, very clear undeveloped lake, Greenwater Lake SNA! Come along to explore this SNA surrounding Greenwater Lake in northeastern Becker County. Help us celebrate 40 years of protecting a diversity of plant communities here as well as the entire shoreline of the 77-acre Greenwater Lake. The North Country National Scenic Trail provides a pleasant way to explore the SNA as we search for a variety of springtime wildflowers and birds. Bring those field guides and binoculars so you can document what you see on iNaturalist and/or eBird.</p>

<b>Friday, May 17, 2024</b>	
<b>1:00 pm – 4:00 pm</b>	<p><b>Preconference Field Trip: Lakes Area Watershed Tour – Phosphorus, Flowers, and Flow</b></p> <p><b>Lakes Area Watershed Tour – Phosphorus, Flowers, and Flow</b> \$45 - Bus leaves from Fair Hills Resort   Maximum registrations - 45</p> <p><b>Description:</b></p> <p>Join us on a tour of some of the projects the Pelican River Watershed has completed in and around the Detroit Lakes area.</p> <p><b>Rice Lake Wetlands Restoration</b> – Two decades of water quality monitoring identified the upstream Rice Lake Wetland as a primary contributor of “legacy” phosphorus loading to Big Detroit Lake. The project water quality goal is to decrease the phosphorus release by 40-60%.</p> <p>The project includes two phases of stabilization and increasing the water levels. Phase I, the “upper Structure” is a rock-ripple spill way to allow for migration of fish and other aquatic species. This structure completed construction in 2022.</p> <p>Phase II, the “lower structure,” has been approved for funding and will commence soon. This project was the result of a partnership between the Pelican River Watershed District, BWSR, Clean Water Legacy Funding, MPCA, MN DNR and the City of Detroit Lakes.</p> <p><b>Highway 10 Scenic Overlook</b> – In 2008, a multiagency group in Detroit Lakes set a goal of restoring the shoreline on the north end of Detroit Lakes. The Detroit Lake Overlook project removed 1,200 feet of riprap and planted over 14,000 native plants along 1,800 feet of shoreline. PRWD continues to monitor and assist the City of Detroit Lakes with the maintenance and upkeep of this project. The Overlook is a successful example of the beauty and enhancement of natural vegetation on a lake shore.</p> <p>This project was the result of a partnership between the Pelican River Watershed District, MNDOT, Becker County SWCD, MN Conservation Corps, Lake Detroiters Association, MN DNR, the City of Detroit Lakes, and the Becker County Master Gardeners.</p> <p><b>Wastewater Treatment Plant</b></p> <p><a href="https://www.tpomag.com/online_exclusives/2022/04/video-minnesota-city-solves-strict-nutrient-regulations-at-new-facility">https://www.tpomag.com/online_exclusives/2022/04/video-minnesota-city-solves-strict-nutrient-regulations-at-new-facility</a></p> <p>The City of Detroit Lakes, MN completed a new wastewater treatment facility in 2021. To protect the water quality of Lake St. Clair, the design of the new facility had to reduce nutrient effluent by 94% over the previous facility’s capacity. The new facility accommodates 2.2 million gallons of wastewater per day while meeting or exceeding Phosphorus limits.</p> <p><b>Presenters:</b></p> <ul style="list-style-type: none"><li>▪ Tera Guetter – Administrator, Pelican River Watershed District</li><li>▪ Rob Bredeson – Water / Wastewater Supervisor, City of Detroit Lakes</li></ul>

Gathering Partners 2024 Schedule

<b>Friday, May 17, 2024</b>	
<p><b>1:00 pm – 4:00 pm</b></p>	<p><b>Preconference Pontoon Tour: The Naturalist's Guide to All Things Loony</b> \$45 - Group will meet in Pavilion before departing from Fair Hills Docks   Maximum registrations - 36</p> <p><b>Presenters:</b> Maddi Nistler and Natasha Bartolotta</p> <p><b>Description:</b> We're all a little loony for Minnesota's state bird! Whether you only know Common Loons by their iconic calls, or you are a long time loon watcher, these charismatic birds will never stop surprising you. This session will include a tour of Pelican Lake on Fair Hills Resort's boat cruise to give you an up close and personal introduction to the physical and behavioral characteristics that make Common Loons unique. For those curious about loon related citizen science and volunteer opportunities, we will also discuss ways that you can be an advocate for loons in Minnesota.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biographies:</b> Maddi Nistler is a member of the Minnesota Green Corps program serving as Community Outreach and Readiness personnel at the National Loon Center in Crosslake, MN. Her life-long love for the outdoors and inner workings of the natural world has led her to become a Master Naturalist and advocate for Common Loons. Since moving here from Colorado in 2019, Maddi has continued to share her passion for wildlife with others through the Loon Center and beyond. She can often be found off the grid with a fishing rod, or talking to trees and local squirrels. Natasha Bartolotta joined the National Loon Center in November of 2021, migrating to the Midwest all the way from the Northeast. She became a Minnesota Master Naturalist in 2022 and this past year co-taught the North Woods, Great Lakes course at the NLC. Natasha is an avid hiker, kayaker, reader, and baker (and eater) of bread.</p>
<p><b>1:00 pm – 4:00 pm</b></p>	<p><b>Preconference Onsite Workshop: Bird and Mammal Specimen Prep with the Bell Museum</b> \$45 -Fair Hills Resort Deck   Maximum registrations - 12</p> <p><b>Description:</b> Join Bell Museum curators in the process of preparing mammal &amp; bird specimens. This session will include ID and live dissections in order to collect data, preserve samples, and produce specimens for the Bell Museum natural history collections.</p>
<p><b>1:00 pm – 4:00 pm</b></p>	<p><b>Preconference Onsite Workshop: Fish Specimen Prep with the Bell Museum</b> \$45 -Fair Hills Resort Deck   Maximum registrations - 12</p> <p><b>Description:</b> Join Bell Museum curators in the process of preparing fish specimens. This session will include ID and live dissections in order to collect data, preserve samples, and produce specimens for the Bell Museum natural history collections.</p>



<b>Saturday, May 18, 2024</b>	
<b>9:00 am – 10:00 am</b>	<p><b>Climate-Ready Woodlands: Rewilding Your Backyard Woods</b></p> <p><b>Presenters:</b> Ana Stockstad and Angela Gupta</p> <p>Description: As Minnesota’s climate changes, forests will face pressures from diseases and insects, heavier and more frequent rainfalls, warmer temperatures and prolonged drought. One way to foster a healthy, resilient woodland is by adding and encouraging species that are predicted to adapt well to these changes. To help people choose appropriate species for their woodlands, UMN Extension used modeled climate response data to create regionally-specific recommendation lists of climate-resilient trees and plants (<a href="http://z.umn.edu/climate%20ready">z.umn.edu/climate ready</a>). Through adoption of these recommendations, woodland stewards can holistically improve forest health by enhancing the resilience of Minnesota’s woods to climate change.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner</p> <p><b>Presenter Biographies:</b></p> <p>Anna Stockstad is a Forestry Extension Educator with University of Minnesota Extension based in Cloquet, MN. She provides education to woodland stewards across northern Minnesota on forest ecosystem health, forest stewardship and climate adaptation. She is the lead instructor of the Minnesota Woodland Steward program, which is a comprehensive educational program that teaches woodland stewards the foundations of forest stewardship. She is also a contributor to the Climate-Ready Woodlands program and delivers climate adaptation programs for woodland stewards in northern Minnesota. She has a MS in forest soil science and a BS in forestry from the University of Minnesota - Twin Cities.</p> <p>Angela Gupta is a University of Minnesota Extension Professor of Forestry who specializes in terrestrial invasive species, climate ready woods and is a founding member of the MN Women’s Woodland Network. She’s done invasive species early detection education and outreach and has been a part of the MN Women’s Woodland Network since 2008. Angela earned a MA in Organizational Management from Spring Arbor University and a BS in Forestry from the University of Kentucky. Before joining Extension, Angela was an industrial forester working with private landowners in Michigan and a US Peace Corps Agroforestry Extensionist in Kenya, East Africa.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<p><b>9:00 am – 10:00 am</b></p>	<p><b>MN PlantWatch: We Root for Rare Plants</b>  <b>Presenters:</b> Deanna Leigh and Angela Miner</p> <p>Description: MN PlantWatch is a community science initiative that supports the conservation of Minnesota's rare native plants. Volunteers search for plants in their natural habitats, collect important data about species location, population health and potential threats, and contribute to conservation seed banking. We will share program updates and stories from our 2023 season along with a field update from 2024. Learn what it is like to volunteer, future goals for the program and how you might become involved.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biographies:</b></p> <p>Deanna Leigh is a Community Science Program Coordinator with the DNR's Minnesota Biological Survey. She holds a BS in Environmental Studies from Trinity Western University and a MS in Environmental Science from Western Washington University. She pursued various natural resources and field research opportunities across North America before returning to her home state of Minnesota in 2017 for a position with DNR Parks and Trails. She joined MN PlantWatch in April 2023 and is thrilled to be working with rare species.</p> <p>Angela Miner is the Conservation Botanist for the University of Minnesota's Landscape Arboretum (UMLA). She works with the UMLA's Plant Conservation Program to conserve, research, and bank seed for MN's rare plant species. She holds a degree in Conservation Biology from the University of Minnesota, has worked with habitat management and restoration with The Nature Conservancy, and began working with the MN PlantWatch program in the spring of 2023.</p>
<p><b>9:00 am – 10:00 am</b></p>	<p><b>Searching for the Best Future: How Monitoring for Aquatic Invasive Species Benefits all Minnesotans</b>  <b>Presenter:</b> Karl Koenig</p> <p>Description: In 2016, a landowner reported the presence of Flowering Rush near her lakefront property in Becker County. Karl Koenig, the local AIS Coordinator, collaborated with DNR staff and lakeshore property owners to manage this species. The aim was to protect wildlife habitat and lake-based recreation. This presentation will showcase examples from across the state, including this one, to demonstrate how monitoring and early detection efforts can tackle the challenges posed by invasive species in Minnesota's lakes.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biography:</b> Karl Koenig works as an Aquatic Invasive Species Coordinator at the Becker Soil and Water Conservation District in Detroit Lakes. He has been involved in AIS since 2012 when he returned to his home state of Minnesota after obtaining a B.S in Resource Conservation from the University of Montana.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<p><b>9:00 am – 10:00 am</b></p>	<p><b>Cicadas: The Sights and Sounds of Summer of 24</b>  <b>Presenter:</b> Larry Weber</p> <p><b>Description:</b> The summer of 2024 is very unusual in that there will be an emergence of the 17-year and 13-year cicadas; first time at this site in more than 200 years. This phenomenon will not happen in Minnesota; best seen in the neighboring states of Iowa, Illinois and Missouri. However, having witnessed these events before, I will speak of their value to see and hear.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biography:</b> Larry Weber is a retired teacher and currently a nature writer. He writes a weekly phenology column for a Duluth newspaper and has authored about 20 books: Spiders, Butterflies, Fungi, Phenology and Teaching Phenology. He has taught Minnesota Master Naturalist, Road Scholar, and University for Seniors and given many nature presentations. He has two weekly radio programs emphasizing local phenology.</p>
<p><b>9:00 am – 10:00 am</b></p>	<p><b>Navigating Nature's Blueprint: Watershed-Based Conservation</b>  <b>Presenters:</b> Elizabeth Maboutchom, Annie Knight</p> <p><b>Description:</b> Dive into sustainable land protection strategies! Join us for a presentation on watershed-based conservation, where we explore proactive approaches to preserve precious landscapes. Discover the relationship between wildlife habitats and water quality. This presentation delves into proactive land protection strategies crucial for preserving wildlife habitats and maintaining pristine water quality. Elevate your understanding of land protection strategies and learn how conservation efforts can secure the future of our natural heritage and help sustain our outdoor culture and economy. Don't miss this opportunity to connect, learn, and contribute to the preservation of our shared environment.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biographies:</b>  Elizabeth, a passionate advocate for environmental sustainability, holds a Masters in Environmental Management, specializing in freshwater resources. Her commitment to conservation was demonstrated during her Peace Corps service in Madagascar, where she combined education with forest preservation. Elizabeth returned to Minnesota, fostering civic engagement around clean water at The Nature Conservancy. Now with Northern Waters Land Trust, Elizabeth focuses on preserving northern Minnesota's pristine lakes and rivers. Cherishing the luxury of swimmable and fishable waters in her home state, she strives to safeguard these precious resources. Annie specializes in collaborating with landowners, partner organizations, and lakes associations to implement effective conservation strategies. With a degree in Environmental Studies from Saint Benedict College, Annie is contributing her expertise to Northern Waters Land Trust's land protection programs.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<p><b>10:30 am – 11:30 am</b></p>	<p><b>Trees and Shrubs Producing Fruits and Nuts: Unique Plants to Plant</b>  <b>Presenter:</b> Gary Wyatt</p> <p><b>Description:</b> Are you growing any unique, unusual, out of the hardiness zone plants in your landscape? Do pick Juneberries in June or persimmons before the frost or harvest chestnuts to roast at your family Christmas? This session will encourage open dialogue in discussing perennial edible fruits, nuts and woody decoratives that you can grow in your backyard or community landscapes. Perennial edibles to be discussed include, Hazelnuts, Aronia Berry – Black Chokeberry, Juneberry, Elderberry, Honeyberry, Chestnuts, Persimmons and Cranberry to mention a few.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner</p> <p><b>Presenter biography:</b> Gary Wyatt is an Agroforestry Extension Educator and Extension Professor with the University of Minnesota Extension in the Extension Regional Office in Mankato, MN. Gary promotes sustainable Agroforestry practices that are economical and protect our soil, water, wildlife and natural resources. Current issues include: Silvopasture, living snow fences, invasive species, windbreaks, riparian buffers, forest farming, bio-energy crops (willows &amp; poplars), eco-system services, tree and shrub selection, community &amp; school food forests, edible and decorative woody plants, and non-timber forest products. Gary has more than 40 years of Extension experience in Minnesota.</p>
<p><b>10:30 am – 11:30 am</b></p>	<p><b>The Need for Seed: Tree Seed Collection in Minnesota</b>  <b>Presenter:</b> Eli Sagor</p> <p><b>Description:</b> From small farmers to the state tree seedling nursery, there's a network of seed buyers hoping to grow tree seedlings to be planted across the region. In addition to "baseline" tree planting activity, this seedling stock is needed to support assisted migration efforts to ensure forest resilience to a changing climate. The need for seed means there's also a growing need for tree seed collectors in Minnesota! We'll discuss the basics of seed collection, how careful observation of tree seed development can help seed collectors, and how you can get involved in deeper learning and seed collection.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biography:</b> Eli Sagor is a University of Minnesota Extension Forestry Specialist and Natural Resources Program Leader. He manages the Sustainable Forests Education Cooperative, with 52 public and private organizational members. Since joining Extension in 2000, Eli has taught forest ecology, forest management, and climate adaptation content to Minnesota woodland owners, professional natural resource managers, logging contractors, and others.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>10:30 am – 11:30 am</b>	<p><b>Preventing Freshwater Salinization of Minnesota's 10,000 Lakes</b>  <b>Presenter:</b> Barb Thoman</p> <p><b>Description:</b> Chloride is a threat to Minnesota's water, animals, and plants. Chloride sources include road deicing salts, fertilizers, water softeners, and more. In the Twin Cities metro alone, 350,000 tons of road salt is used annually for deicing. Statewide, 67 water bodies are impaired by chloride and chloride levels are increasing. Learn about the impacts, what is being done, and how you can help solve this growing problem. There will be a give away for one Ultimate 12 inch ice scraper during this session- a \$60 value.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner</p> <p><b>Presenter biography:</b> I am a Minnesota Water Steward and a Master Naturalist volunteer. I am retired after a career in state and county government and non-profits. My focus was making change in solid waste management and later transportation. I joined a group called StopOverSalting in 2017 and I do education on chloride reduction with the Capitol Region Watershed District. I have a strong interest in native plants.</p>
<b>10:30 am – 11:30 am</b>	<p><b>Hundreds of Volunteers Crisscrossed Minnesota Searching for Birds and Produced Minnesota's First Breeding Bird Atlas!</b>  <b>Presenters:</b> Lee Pfannmuller, Gerald Niemi, Janet Green</p> <p><b>Description:</b> Braving clouds of mosquitos, traipsing across marshes, or driving trails that were never meant for a car, are among the challenges encountered by birders who contributed to Minnesota's Breeding Bird Atlas. Conducted over five breeding seasons, from 2009 to 2013, the atlas mapped the diversity and distribution of the state's breeding avifauna at a finer geographical scale than has ever been done in the past. The results provide detailed data to guide local conservation and land-use planning efforts and a foundation for monitoring future change. This session will explore how the atlas was implemented, the results, and venues for accessing the data.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biographies:</b></p> <p>Lee's career included 30 years with the Minnesota Department of Natural Resources working with the Nongame Wildlife Program, the Natural Heritage Program, and the Scientific and Natural Areas Program and as Director of the Division of Ecological Resources. After retiring from the MNR, she worked with Audubon Minnesota as Planning Coordinator and Interim Executive Director. Because birds were always her professional and personal love, she was engaged full-time with the Minnesota Breeding Bird Atlas from 2009 to 2023, including converting the atlas results into an interactive website and a book titled: The Breeding Birds of Minnesota: History, Ecology and Conservation.</p> <p>Dr. Niemi is a retired professor of biology. From 1988 to 2008 he was director of the Center for Water and the Environment at the Natural Resources Research Institute, University of Minnesota-Duluth. His research focused on birds, the Great Lakes, conservation, and natural resource sustainability.</p> <p>Janet C. Green has been observing and studying Minnesota birds since the 1960s. She has been involved with the National Audubon Society, the Duluth and Minnesota Audubon Societies, the Minnesota Ornithologists' Union, and DNR Advisory Committees. Author of many Minnesota bird books and guides, she is cofounder of the Hawk Ridge Nature Reserve.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>10:30 am – 11:30 am</b>	<p><b>Hybrids and Hope: Terrestrial Invasive Species Updates</b>  <b>Presenters:</b> Angela Gupta, Scott Fluegel</p> <p>Description: If you're familiar with invasive plants and hoping to dive deeper into the murky confusion caused by hybridization but also want to leave energized about Minnesota's future forests this session is for you. We'll explore the confusion and current state of knowledge about highbush cranberry, mulberry, barberry and buckthorn hybridization. We'll end with hopeful updates from the Environment and Natural Resource Trust Fund funded Cover it Up project that's explored using native understory plants to prevent buckthorn regeneration.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Intermediate</p> <p><b>Presenter biographies:</b>                      Angela Gupta is a University of Minnesota Extension Professor of Forestry who specializes in terrestrial invasive species, climate ready woods and is a founding member of the MN Women's Woodland Network. She's done invasive species early detection education and outreach and has been a part of the MN Women's Woodland Network since 2008. Angela earned a MA in Organizational Management from Spring Arbor University and a BS in Forestry from the University of Kentucky. Before joining Extension, Angela was an industrial forester working with private landowners in Michigan and a US Peace Corps Agroforestry Extensionist in Kenya, East Africa.                      Scott Fluegel is a retired Army Chaplain. His first Master Naturalist Course was Prairies and Potholes, Fall of 2021. The following year he completed the BWBR biome course. Both biome capstone projects involved identifying and eradication of invasive terrestrial plants. Since High School, Scott has been an avid Birder. Scott earned a BA from Metropolitan State University, a Mdiv from Bethel Seminary, and a MS in Counseling from Columbus State University of Georgia.</p>
<b>11:30 am – 12:30 pm</b>	<p><b>Lunch</b></p>
<b>12:30 pm – 2:00 pm</b>	<p><b>iNaturalist: Getting Started or Learning More</b>  <b>Presenter:</b> Janet Nelson</p> <p><b>Description:</b> Would you like to start using iNaturalist but not really sure where to start? Do you use iNaturalist but aren't really sure what it's doing? Learn how to navigate your way through creating/posting observations and how you can improve your photos so your observations can reach the "Research Grade" level. We will also learn how to add observations through the website from a computer. After classroom time, we will walk the grounds at Fair Hills and create observations.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biography:</b> Janet Nelson has been a MNat volunteer since 2010 and an instructor since 2017. She has provided classes in camera skills and nature photography for MNats and the public. She uses her skills as a certified forensic photographer to add both general and quality scientific observations to iNaturalist.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>12:30 pm – 2:00 pm</b>	<p><b>How Nature Heals Us: The Science of Well-being</b></p> <p><b>Presenter:</b> Anne Jaeger</p> <p><b>Description:</b> Research shows that spending just 2 hours/week in a natural setting can statistically reduce blood pressure, anxiety, and depression. Why is this? What is the most recent science behind how nature recalibrates our systems and at the same time increases creativity, focus and deepens relationships. We'll start indoors with a discussion/presentation before getting outside to experience some activities that you can use anywhere you spend time outside. Bring your own knowledge, experience and curiosity to this lively session!</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biography:</b> Anne Jaeger (she/her,) has been an outdoor educator for over 25 years and is known for creating adventuresome and safe learning experiences for people ages 3 to 93 years. She holds a Bachelor of Science degree from the University of Minnesota in Natural Resources and Environmental Studies, is a graduate of the National Outdoor Leadership School (NOLS), a Leave No Trace (LNT) Master Educator, MN Master Naturalist Instructor, PSIA Nordic ski instructor and is currently fascinated with dragonflies. Her travels have taken her from the rivers and eskers of the Arctic Circle to the mountains and glaciers of Patagonia.</p>
<b>2:00 pm – 4:00 pm</b>	<p><b>Special Session with Sushma Reddy: What's in a Name? Bird Names, Species, and the Intersection of Science and Culture</b></p> <ul style="list-style-type: none"> <li>▪ <b>Presenter:</b> Sushma Reddy</li> <li>▪ <b>Description:</b> Dr. Sushma Reddy is the Breckenridge Chair of Ornithology at the Bell Museum of Natural History and Associate Professor in Fisheries, Wildlife, and Conservation Biology at the University of Minnesota. Sushma serves on the Executive Committee of the American Ornithological Society, which recently made a historic decision to re-name all eponymous English common names of North American birds. Sushma will share and answer questions about this recent historic decision and the science and culture of bird naming.</li> <li>▪ <b>Level of activity:</b> Inactive</li> <li>▪ <b>Audience Experience Level:</b> All levels</li> </ul>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>2:00 pm – 4:00 pm</b>	<p><b>Teaching Natural History to Adult English Language Learners - Best Practices</b></p> <p><b>Presenter:</b> Lucas Rapisarda</p> <p><b>Description:</b> This workshop will first look at the challenges of teaching natural history to adult English Language Learners in Minnesota. After some examples, we will dive into best practices of working with adult English Language learners. The workshop will include hands-on application of teaching techniques using curriculum developed by Nature for New Minnesotans, a Minnesota Master Naturalist project that adapts programming for adults learning English! By the end of the session, participants will have been exposed to culturally responsive teaching techniques, as well as given a tangible roadmap to working with adult English Language learners participating in Nature for New Minnesotans.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biography:</b> Lucas Rapisarda is a PhD student at the University of Minnesota, as well as the program director of Nature for New Minnesotans.</p>
<b>12:30 pm – 4:00 pm</b>	<p><b>Join the Minnesota Bumble Bee Atlas</b></p> <p><b>Presenters:</b> Elaine Evans and Elise Berstein</p> <p><b>Description:</b> Calling all bumble bee enthusiasts! Are you interested in participating in the Minnesota Bumble Bee Atlas to survey for bumble bees? Join Elise and Elaine from the MN Bumble Bee Atlas as they gear up for the 2024 survey season! Program leaders will explain the survey process, including essential protocols, how to enter data into Bumble Bee Watch, bumble bee photo tips, what to know about our endangered rusty patched bumble bee, and answer any questions. Weather permitting, we will get outside to practice collecting bumble bees and taking photos.</p> <p><b>Level of activity:</b> Moderately active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biographies:</b></p> <p>Elaine Evans is a University of Minnesota Extension Educator and researcher working on pollinator education and research relating to bee conservation. She completed her M.S. and Ph.D. in Entomology at the University of Minnesota. She has authored several books: “Befriending Bumble Bees: A Guide to Raising Local Bumble Bees” and “Managing Alternative Pollinators”. Her work helps to monitor pollinators, improve the impact of pollinator habitat, raise awareness of the importance of pollinators, and provide action steps for pollinator conservation.</p> <p>Elise Bernstein is an outreach specialist and researcher with the University of Minnesota Bee Squad. Elise oversees the Minnesota Bumble Bee Atlas project, a community-science based project aimed at tracking and conserving Minnesota's bumble bees. She also assists in conducting bumble bee research and leads pollinator-centric outreach across the Twin Cities area. Elise holds a Bachelor of Science from the University of Minnesota where she studied environmental science, policy, and management with a focus in environmental education and communication, alongside a minor in public health.</p>



Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>12:30 pm – 4:00 pm</b>	<p><b>Pontoon Tour: The Naturalist's Guide to All Things Loony</b>  <b>Presenters:</b> Maddi Nistler and Natasha Bartolotta</p> <p><b>Description:</b> We're all a little loony for Minnesota's state bird! Whether you only know Common Loons by their iconic calls, or you are a long time loon watcher, these charismatic birds will never stop surprising you. This session will include a tour of Pelican Lake on Fair Hills Resort's boat cruise to give you an up close and personal introduction to the physical and behavioral characteristics that make Common Loons unique. For those curious about loon related citizen science and volunteer opportunities, we will also discuss ways that you can be an advocate for loons in Minnesota. This is a repeat offering of the pontoon tour on Friday afternoon. Fee: \$0 - Included with conference fee thanks to a sponsorship by the National Loon Center.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biographies:</b>  Maddi Nistler is a member of the Minnesota Green Corps program serving as Community Outreach and Readiness personnel at the National Loon Center in Crosslake, MN. Her life-long love for the outdoors and inner workings of the natural world has led her to become a Master Naturalist and advocate for Common Loons. Since moving here from Colorado in 2019, Maddi has continued to share her passion for wildlife with others through the Loon Center and beyond. She can often be found off the grid with a fishing rod, or talking to trees and local squirrels.  Natasha Bartolotta joined the National Loon Center in November of 2021, migrating to the Midwest all the way from the Northeast. She became a Minnesota Master Naturalist in 2022 and this past year co-taught the North Woods, Great Lakes course at the NLC. Natasha is an avid hiker, kayaker, reader, and baker (and eater) of bread.</p>
<b>12:30 pm – 4:00 pm</b>	<p><b>Specimen Prep with the Bell Museum</b>  <b>Description:</b> Join Bell Museum curators in the process of preparing mammal &amp; bird specimens. This session will include ID and live dissections in order to collect data, preserve samples, and produce specimens for the Bell Museum natural history collections. Maximum registration - 12</p>
<b>12:30 pm – 4:00 pm</b>	<p><b>Field Trip: Maplewood State Park - Place of the Rustling Leaf and Singing Grasses</b>  Join Maplewood State Park Manager, Don Del Greco for a tour of Minnesota's 5th largest state park. The tour will begin with a hike to the Hallaway Hill Overlook (approx. 1.4mi). During this gentle hike you'll get the opportunity to stop to hear several stories and topics ranging from ecological tension zones between the hardwood forests and prairies, to birding, archeology, geology, and more. Next you'll explore the scenic park drive through the heart of Maplewood to learn more about the park. Finally, the tour will wrap up at the Maple Syrup Sugar House to hear the park's maple syrup stories. Learn more about Maplewood State Park <a href="#">here</a>.</p> <p>No fee. This field trip is included as part of your full conference or Saturday Only registration. Bus transportation will be provided from Fair Hills Resort.</p>

Gathering Partners 2024 Schedule

<b>Saturday, May 18, 2024</b>	
<b>5:00 pm</b>	<b>Dinner and Keynote: Donald Kroodsma presents The Joy of Listening</b> <b>Load Bus at 5 p.m. - Leaves from Fair Hills to M State College, Detroit Lakes</b>
<b>7:30 pm</b>	<b>Buses leave M State College and return to Fair Hills Resort</b> <b>Naturalist Night at Fair Hills Resort Pavilion</b>  Experience the Bell Museum's "Exploradome" <a href="#">Secrets from a Forest</a> (25 minutes, multiple showings) Join us for a movie in the Exploradome.  "Gaming for Nature" board games-led by Minnesota Master Naturalist, Daniella Collier. She will be bringing board games with a nature focus for us to play. This was her capstone project! Wood Lake Nature Center is loaning us their collection of nature-focus games. Plan on a fun social evening with the Nerd Herd.  Campfire- S'mores outside at the fire ring. Fixin's provided.  Snacks and Cash Bar available.

Gathering Partners 2024 Schedule

<b>Sunday, May 19, 2024</b>	
<p><b>9:00 am – 10:00 am</b></p>	<p><b>Capnote Speaker: Sparky Stensaas presents Birds Below Zero: How Boreal Birds Survive &amp; Thrive in the Depths of Winter - Fair Hills Pavilion</b></p> <p>Photographer, Author, Filmmaker and Presenter</p> <p><b><i>Birds Below Zero: How Boreal Birds Survive &amp; Thrive in the Depths of Winter</i></b></p> <p>All the owls, woodpeckers, grouse, chickadees and winter finches of the North are cold hardy, and they have a multitude of survival tricks up their little feathered sleeves! Some thrive due to their amazing senses, others have snow-specific hunting skills, yet others have physiological strategies or anatomical quirks to help them thrive in the cold season. Cuddling and piloerection (not a dirty word!) also help birds stay warm. Did you know there are multiple species that even sleep the night away below the snow! Stay tuned...some of these tricks will blow your mukluks off!</p>
<p><b>10:30 am – 12:00 pm</b></p>	<p><b>Become a Volunteer Pollinator Ambassador</b></p> <p><b>Presenters:</b> Elaine Evans and Elise Bernstein</p> <p><b>Description:</b> Are you passionate about pollinators? Do you want to share that passion with others? Learn about how to become a Pollinator Ambassador as part of the University of Minnesota Bee Squad's volunteer program. Pollinator Ambassadors conduct pollinator-centric outreach by giving talks and attending educational events. In this session, presenters will review what the Pollinator Ambassador training process looks like, an overview of our Pollinator Toolkit, and other expectations for becoming a volunteer.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biographies:</b></p> <p>Elaine Evans is a University of Minnesota Extension Educator and researcher working on pollinator education and research relating to bee conservation. She completed her M.S. and Ph.D. in Entomology at the University of Minnesota. She has authored several books: “Befriending Bumble Bees: A Guide to Raising Local Bumble Bees” and “Managing Alternative Pollinators”. Her work helps to monitor pollinators, improve the impact of pollinator habitat, raise awareness of the importance of pollinators, and provide action steps for pollinator conservation.</p> <p>Elise Bernstein is an outreach specialist and researcher with the University of Minnesota Bee Squad. Elise oversees the Minnesota Bumble Bee Atlas project, a community-science based project aimed at tracking and conserving Minnesota's bumble bees. She also assists in conducting bumble bee research and leads pollinator-centric outreach across the Twin Cities area. Elise holds a Bachelor of Science from the University of Minnesota where she studied environmental science, policy, and management with a focus in environmental education and communication, alongside a minor in public health.</p>

Gathering Partners 2024 Schedule

<b>Sunday, May 19, 2024</b>	
<p><b>10:30 am – 12:00 pm</b></p>	<p><b>Migration Stories</b>  <b>Presenter:</b> Margie Menzies</p> <p><b>Description:</b> Minnesota has about 444 different species of birds, and almost 90% of them migrate! Why travel such distances? What are the things you must know to migrate? Does the whole population go at once? How do you learn the routes? It’s complicated business, and each species has its own fascinating story of how they get it done. We’ll get an update on the spring migration, explore the process and risks involved, and learn the migration stories of some familiar, and not so familiar Minnesota birds. We’ll start with a brief introduction indoors then head outside for exploration.</p> <p><b>Level of activity:</b> A little bit active</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate, Experienced</p> <p><b>Presenter biography:</b> Margie Menzies is a lifelong naturalist, educator, and lover of birds, rocks and all things of the natural world. She spent years in the formal classroom as a science teacher but has abandoned the indoors for the great outdoor classroom. She the full-time year-round Education Director at Hawk Ridge Bird Observatory. She has a passion for birds and is a songbird bander at Hawk Ridge during fall migration as well as MAPS stations studying summer breeding. Learning is a lifelong pursuit and sharing the wonders of the natural world with people of all ages is Margie’s happy place.</p>
<p><b>10:30 am – 12:00 pm</b></p>	<p><b>Igniting Curiosity: Tools and Techniques for New Educators</b>  <b>Presenters:</b> Ashley O’Neill Prado and Ellie Hechter</p> <p><b>Description:</b> Are you interested in building more youth education skills? No matter your background or skill level, this workshop is for you! We will be covering education basics specifically oriented around non formal learning: structured learning that takes place outside of a formal classroom. We will cover youth development, behavior management, and inquiry-based education and provide interactive opportunities to practice your new skills. Come with questions and leave with tools to get you planning your next educational program.</p> <p><b>Level of activity:</b> Inactive</p> <p><b>Audience Experience Level:</b> Beginner, Intermediate</p> <p><b>Presenter biographies:</b>                      Ashley O’Neill Prado (they/them) is an outdoor enthusiast, youth worker, and science communicator who has worked in sustainable agriculture, community organizing, food and environmental justice, outdoor environmental education, and now statewide STEM programming at the Bell Museum. Their work is centered around building relationships and partnerships to create diverse, impactful, and collaborative programming.                      My name is Ellie (she/her), and I work with the Bell Museum’s Statewide Engagement Team to coordinate STEM events and activities across Minnesota. I am currently pursuing my Master’s degree in Education with a focus on Natural Science and Environmental Education. I have 5+ years of experience working with and leading youth, creating and planning nonformal public programs, and operating in a variety of non formal environments. I hope to create more inclusive, accessible, and effective science programming for students of all ages from all backgrounds.</p>

Gathering Partners 2024 Schedule

<b>Sunday, May 19, 2024</b>	
<b>10:30 am – 12:00 pm</b>	<p><b>Letterboxing for Naturalists: Where Craft and Nature Can Meet</b></p> <p><b>Presenter:</b> Barb Gecas</p> <p><b>Description:</b> Discover Letterboxing, an activity that is akin to geo-caching. Follow written clues to find hidden boxes. The clues can contain natural and historical facts, as well as hints to the location of the box. Each box holds a carved rubber stamp and a journal. Use the stamp to record your find, and leave your "signature" behind by stamping your own stamp image into the box's journal. We will discuss ways to use letterboxing as a naturalist, how to write clues, how to carve a rubber stamp, and where to find materials and further information. We will carve personal stamps. Then use your stamp to follow the hunt that will be set up at the conference site. Materials will be provided.</p> <p><b>Level of activity:</b> Moderately active</p> <p><b>Audience Experience Level:</b> Beginner</p> <p><b>Presenter biography:</b> I have been privileged to live on the Gunflint Trail for most of my adult life. When I am not involved in the daily tasks of running a small resort, you can find me out on the hiking trails observing all the wonderful sights around me. As a life-long crafter and artisan, I especially enjoy working with children, and introducing them to both nature and craft.</p>
<b>12:00 pm</b>	<b>Lunch</b>
<b>12:30 pm</b>	<b>Awards and Conference Closing</b>

**Otter Tail 1W1P Policy Committee Meeting Minutes – March 28<sup>th</sup>, 2024**  
**Sherriff's Operation Center, 469 Main Street, Ottertail MN**

Individuals present:

<u>Organization</u>	<u>Representative</u>	<u>Alternate</u>
East Otter Tail SWCD	Wayne Enger	(Absent)
West Otter Tail SWCD	Rick Drevlow	(Absent)
Otter Tail County	Wayne Johnson	(Absent)
Becker SWCD	Michelle Andresen	(Absent)
Becker County	John Okeson	(Absent)
Pelican River WD	Dennis Kral	Phil Hansen
Cormorant WD	Jeff Moritz	(Absent)

Others:

BWSR	Pete Waller
Otter Tail County Staff	Chris LeClair
Becker SWCD Staff	Bryan Malone
Becker County Staff	(Absent)
Pelican River WD Staff	Tera Guetter
Cormorant Lakes WD Staff	(Absent)
EOT SWCD	Darren Newville and Nicole Lundeen
WOT SWCD	Aaron Larsen

Call to Order/Introductions.

The meeting was called to order by Johnson at 9:00 am.

Election of Officers.

Motion made by Enger to keep the same elect officers. Seconded by Drevlow. Motion carried.

- Wayne Johnson as Chair
- Wayne Enger as Vice Chair
- Dennis Kral as Secretary

Review and Approval of Minutes.

Newville explained to the group that because of staff turnover we couldn't locate the last meeting minutes from 1/26/2023. Motion by Kral to re-approve FY23/24 workplan and budget for WBIF funding and the minutes from the 1/26/2023 meeting. Seconded by Okeson. Motion carried.

Review and approve agenda.

Motion made by Enger to approve the agenda as presented. Seconded by Okeson. Motion carried.

Welcome and Introductions.

Introductions were made by the group.

Measurable Goals Review.

Lundeen refreshed the group on primary issues and measurable goals that were identified in the Otter River One Watershed, One plan.

Review FY23/24 WBIF Workplan/Budget and Additional Supplemental Funding.

Newville reviewed the Otter Tail watershed FY23/24 WBIF budget to the group. Newville mentioned that a request for supplemental funding was submitted to BWSR. The Otter Tail watershed original request for supplemental funding was \$916,955 but received approval from BWSR for \$395,568. This supplemental funding was added to our current FY23/24 workplan and budget, which was presented to the group. There was discussion on application progress, how many applicants applied, and where this funding opportunity came from. Waller explained the process of supplemental funding and provided the group with detailed information. Newville updated the group on how funding was divided by each LGU and that the TAC meets quarterly to discuss the budget and projects. The Policy Committee was comfortable with how the TAC is operating on moving funding between LGUs. Motion made by Enger to approve the FY23/24 budget and workplan including the additional supplemental funds. Seconded by Okeson. Motion carried.

Review and Approve Draft FY25/26 WBIF Workplan/Budget.

Newville presented the Draft FY25/26 WBIF request to the group, which was developed by the Technical Advisory Committee. Newville led the discussion and explained the workplan/budget to the Policy Committee. A motion was made by Okeson to approve the following budget totaling \$1,507,070 and to submit the workplan/budget request to BWSR. Seconded by Kral. Motion carried.

<u>Work Activity Category</u>	<u>Budget</u>
Non Structural Practices	\$ 58,240
Structural Practices	\$230,000
Urban Stormwater Practice	\$ 30,000
Groundwater Based Practices	\$ 98,225
Shoreland/Streambank Structural	\$260,000
Subsurface Sewage Treatment Systems	\$100,000
Forestry Practices	\$ 35,000
Livestock Waste Management	\$ 35,000
Ed/Information	\$ 14,500
Regulations/Ordinances/Enforcement	\$ 72,000
Tech Assistance/Engineering	\$257,000
Project Development	\$305,500
<u>Administration/Coordination</u>	<u>\$ 86,605</u>
Total	\$1,507,070

Project Overview and Accomplishments

Lundeen reviewed the projects accomplished by each LGU in 2023 with the group. Lundeen explained to the group how these projects are tracked towards our measurable goals. Each LGU provided details to the Policy Committee on highlighted projects included in the presentation.

### Project Updates

Pelican River WD – Guetter mentioned the Otter Tail watershed education and outreach committee meeting, talk about partnering on projects with Becker SWCD, and “Score the Shore” program.

Becker SWCD – Malone updated the group on 10-15 potential shoreline projects in 2024. Also, they hired a Shoreland Technician to promote best management practices (BMPs) to landowners.

Cormorant WD – Moritz mentioned they have multiple landowner violations that they are working on in 2024. Other updates include riprap projects, emerald ash borer awareness, and maintenance for water flow issues.

WOT SWCD – Larsen updated the group on upcoming projects including Ag structural practices, Ag pit closures, and shoreline plantings. He also mentioned that they have a back log of projects and applied for a clean water grant to get these projects on the ground.

EOT SWCD – Newville updated the group on staffing and that the SWCD hired a shared Educator Specialist with the U of M to promote soil health. The SWCD sent mailings to Paul Lake to promote shoreline projects. Staff are also conducting small group café talks in priority areas highlighted in the watershed.

### Next Meeting

The next Policy Committee meeting was set for September 26th at 9:00 am (location TBD).

### Adjourn

With no other business Johnson adjourned the meeting at 11:14 am.



# Otter Tail Watershed Project Overview





# Becker SWCD

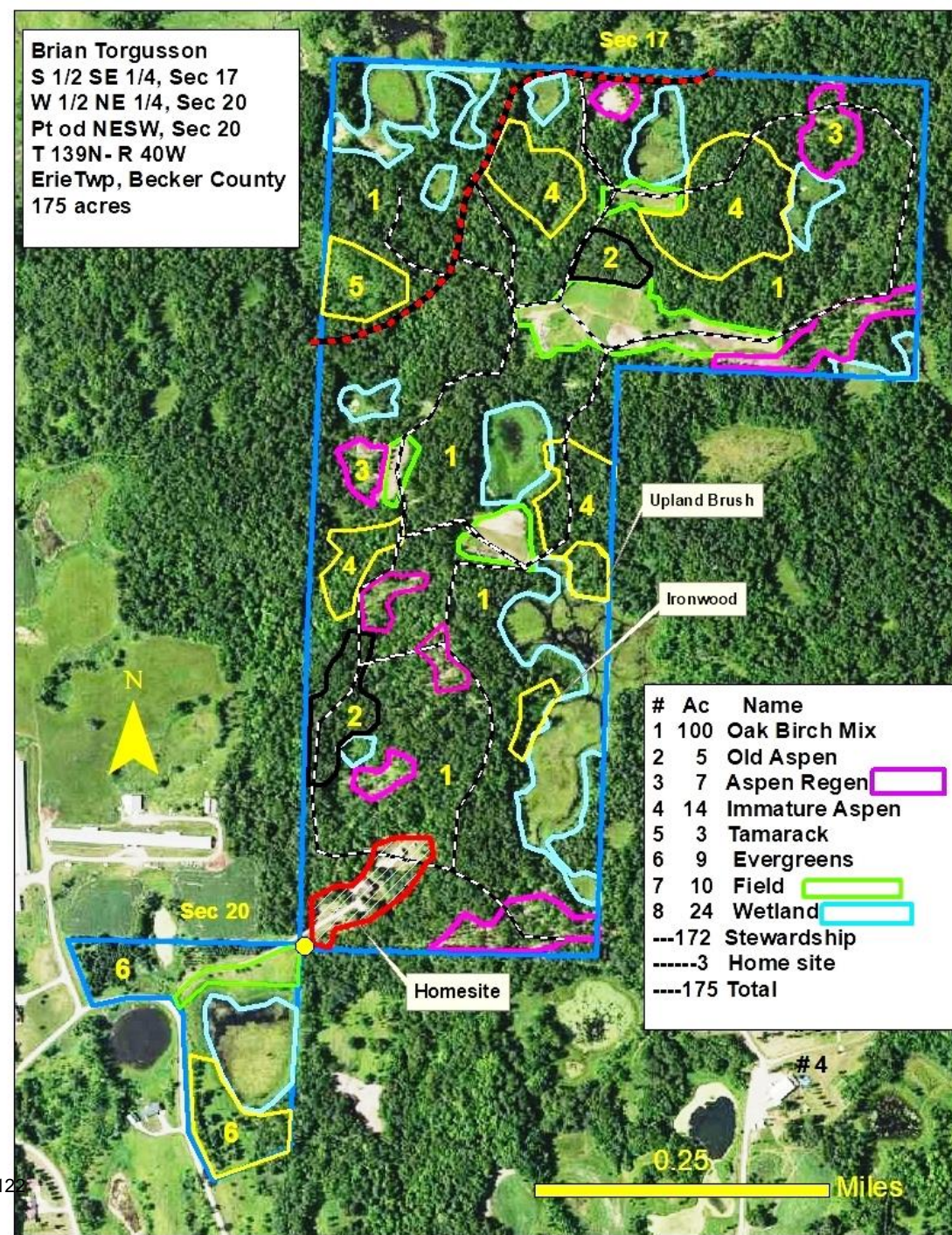
## Projects in 2023

- Critical Area Planting: 23 acres
- Shoreline Restoration: 6 projects on Little Cormorant and Big & Little Detroit.
- Forest Stewardship Plan: 175 acres



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Brian Torgusson  
 S 1/2 SE 1/4, Sec 17  
 W 1/2 NE 1/4, Sec 20  
 Pt od NESW, Sec 20  
 T 139N- R 40W  
 ErieTwp, Becker County  
 175 acres





# Shoreline Critical Area Planting

- Pelican River Subwatershed
- Phosphorus Reduction Goal on Little Cormorant Lake
  - Sediment Reduction 1.98 tons/yr
  - Total Phosphorus Reduction 1.68 lbs/yr



## *Funding:*

Otter Tail WBIF - \$4,674

Landowner - \$4,674



# East Otter Tail SWCD

## Projects in 2023

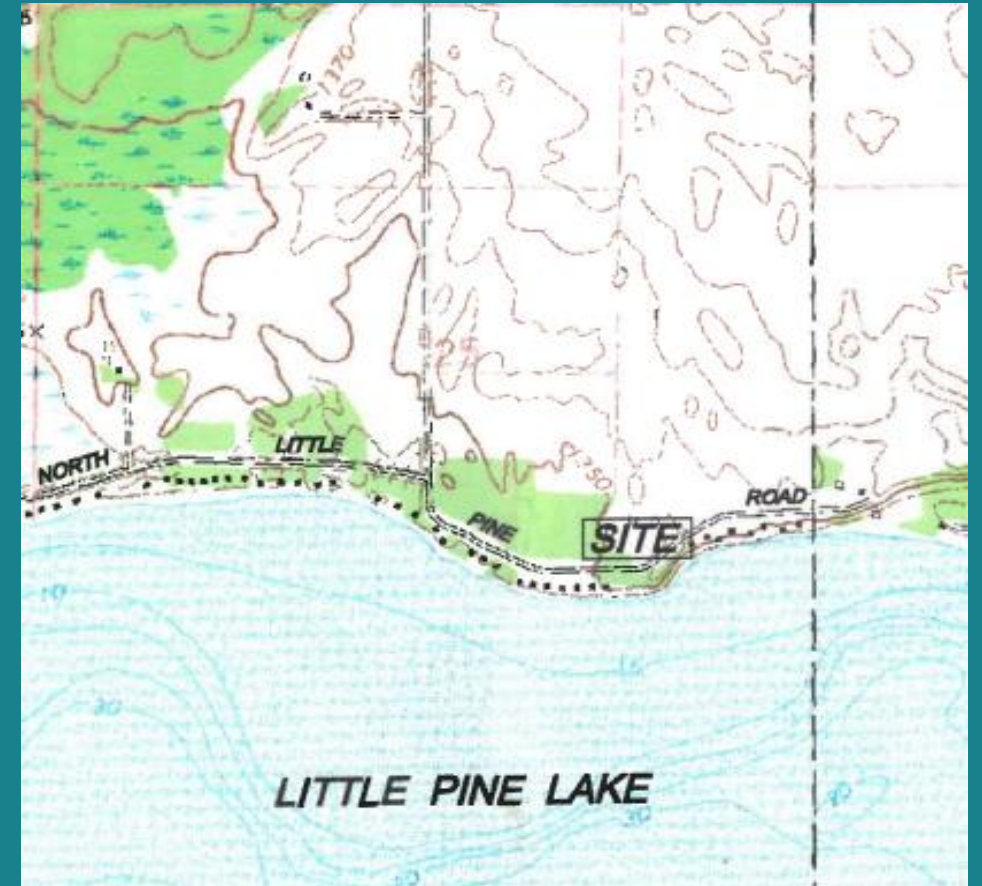
- Forest Stewardship Plan: 460 acres
- Lake Shoreline Restoration: 8 projects
- Critical Area Planting: 4 projects
- Farm Bacteria Reduction Project: 1 count
- Well Sealed: 2 counts
- Dam Modification: 4 counts





# Ag Waste Facility Closure

- Otter Tail River Subwatershed
- Bacteria Reduction Goal near Little Pine Lake



*Funding:*  
Otter Tail WBIF - \$15,000  
Landowner - \$11,000



# West Otter Tail SWCD

## Projects in 2023

- Cover Crops: 123 acres
- Water and Sediment Control Basin: 8 acres
- Shoreline Critical Area Planting: 2 projects
- Well Sealing: 1 count





# Water & Sediment Control Basin

- Otter Tail River Subwatershed
- Sediment Reduction Goal for the Otter Tail River - 8 Acres
  - Sediment Reduction 5 tons/yr
  - Total Phosphorus Benefit 1.1 lbs/yr

## *Funding:*

Otter Tail WBIF - \$6,993.44

Landowner - \$2,331.15





# Pelican River Watershed District

- Project management and coordination Fairgrounds Pond Feasibility Study.
- The purpose of this project is to quantify phosphorus (TP) and sediment loading (TSS) from the watershed through modeling, develop a sampling plan to quantify loading from an adjacent process, and develop a preliminary design of the preferred treatment options.
- Three to five potential pond treatment options will be identified.





# Cormorant Lakes Watershed District

- Provide financial assistance to complete Bluewater Bay Peninsula erosion control project.
- Estimate of pollutant reduction of 12 tons/year of sediment and 12 pounds/year of phosphorus.
- The CLWD plans to build this project in 2024.



# Otter Tail County

- Land and Resource Management hired 3 seasonal employees in 2023 to assist with regulation and enforcement of their shoreland management ordinance.
- These 3 employees conducted 677 site inspections throughout the County.
- These site inspections conducted occurred on 107 lakes across the watershed, lakes identified in the Otter Tail River 1W1P include Otter Tail Lake, Pelican Lake, and West Battle Lake.
- The work that the seasonal employees conducted helps ensure that the surface water is protected by regulating shoreland development activities.



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# NRCS Projects

## Federal Leveraged Funds

- Cover Crops: 10,874 acres
- Forage/ Biomass Planting: 185 acres
- Nutrient Management Groundwater: 14,313 acres
- Prescribed Grazing: 196 acres
- Farm Bacteria Reduction: 2 projects





# Dam Modification

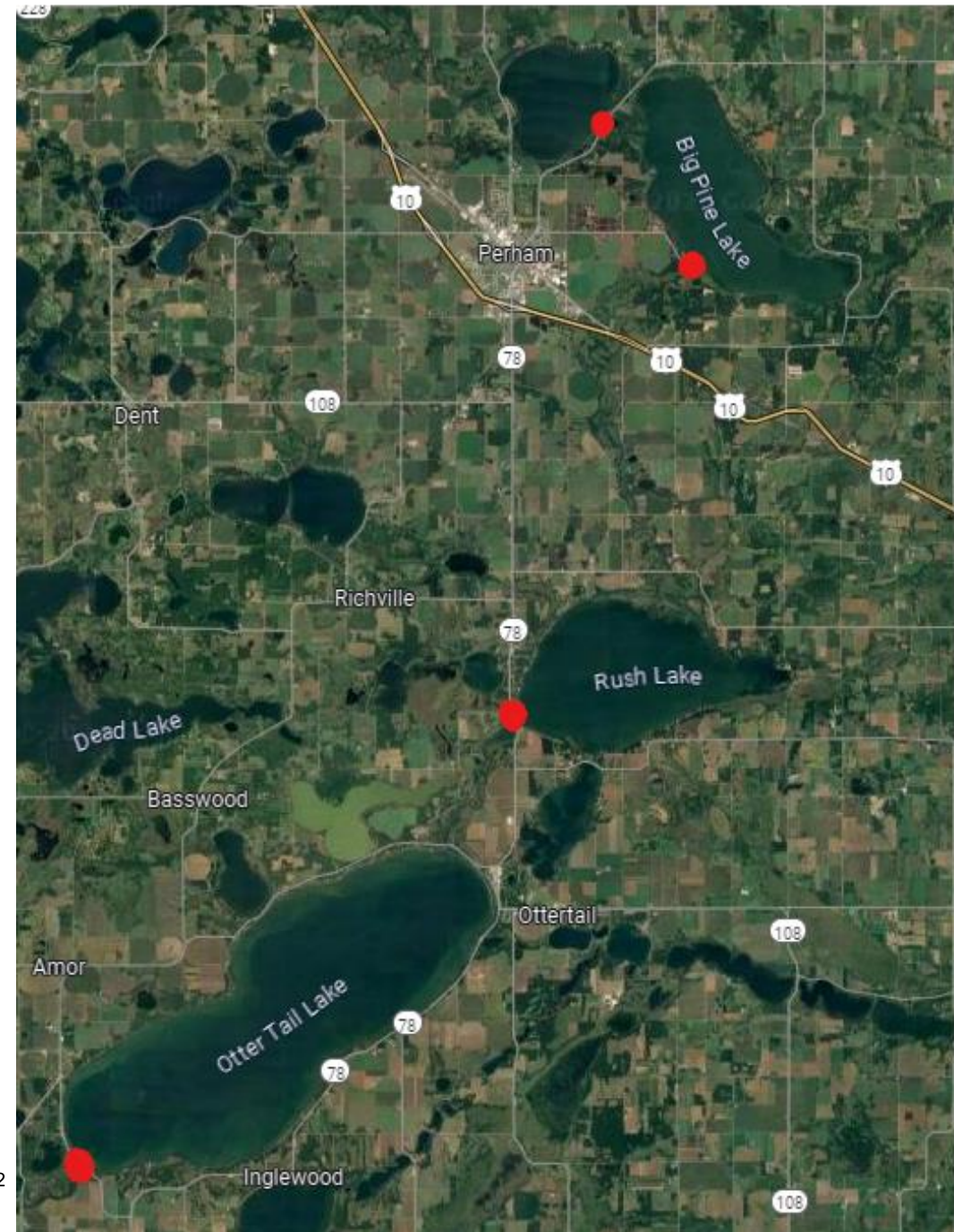
Funded by the MN DNR (\$1,880,400) & USF&WS: (\$340,000)

- Little Pine Lake Outlet
- Big Pine Lake Outlet
- Rush Lake Outlet
- Otter Tail Lake Outlet

[Little Pine Lake Dam Modification Project \(youtube.com\)](https://www.youtube.com/watch?v=...)



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# Otter Tail Watershed Project Summary

- Cover Crops – 10,997 acres
- Nutrient Management Groundwater – 14,291 acres
- Water & Sediment Control Basin – 8 acres
- Prescribed Grazing – 196 acres
- Forest Stewardship Plans – 540 acres
- Forage/ Biomass Planting – 208 acres
- Lake Shoreline Restoration – 8 projects
- Critical Area Planting – 13 projects with a total of 24 acres
- Farm Bacteria Reduction – 2 projects
- Wells Sealed – 3 count
- Dam Modification – 4 count

Including  
NRCS  
Projects!





## Phosphorus Goal

**3,881**  
pounds reduced  
(field edge PTMAApp and other tool practices)

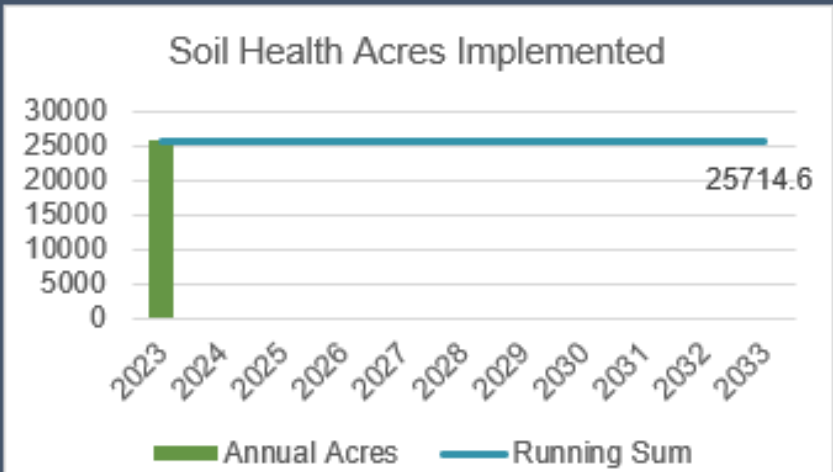
**1,205**  
pounds reduced  
(watershed outlet benefits - PTMAApp tool only)

## Sediment Goal

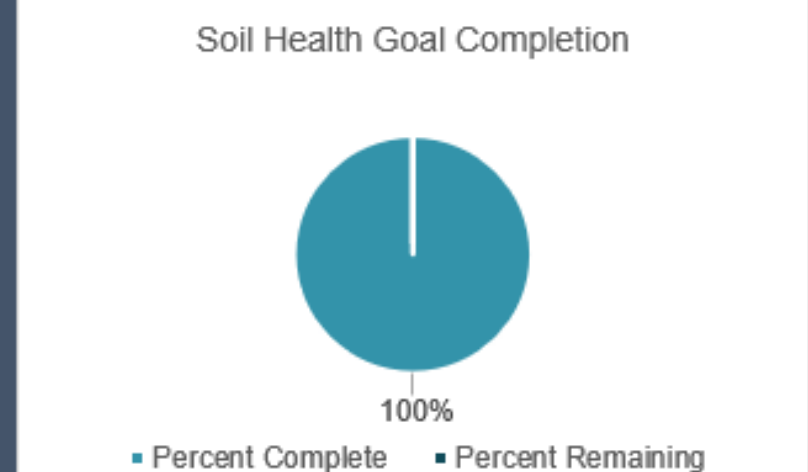
**21,723**  
tons reduced  
(field edge PTMAApp and other tool practices)

**5,085**  
tons reduced  
(watershed outlet benefits - PTMAApp tool only)

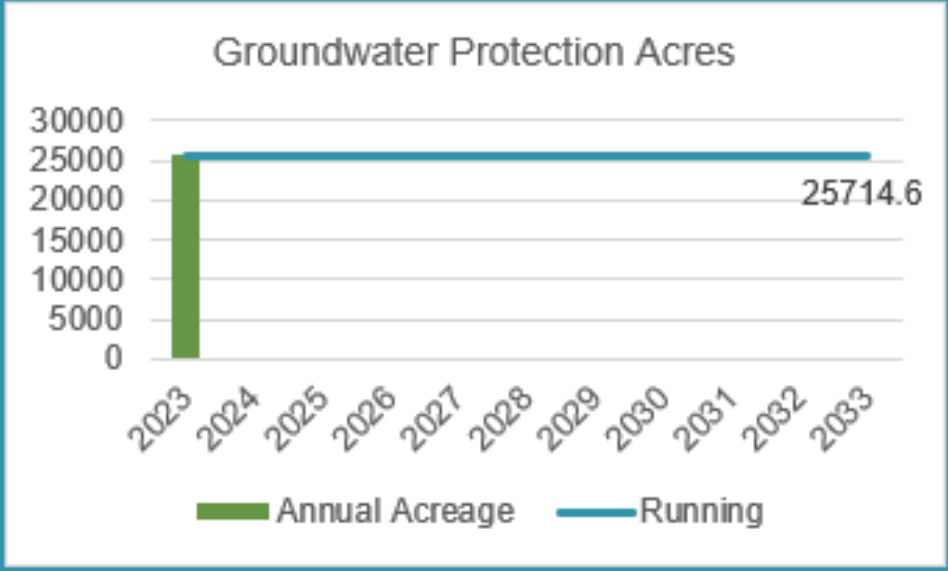
## Soil Health Goal Implemented Acres



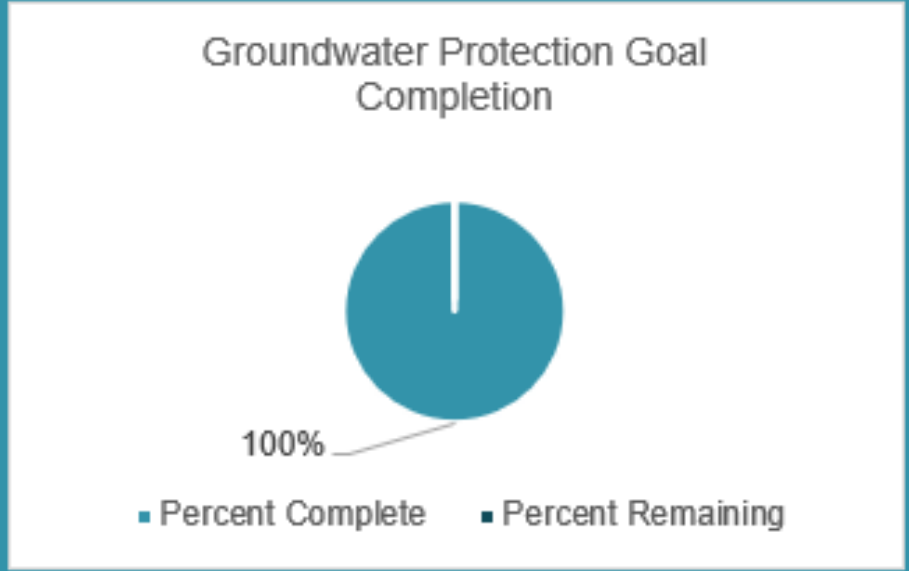
## Soil Health: Progress



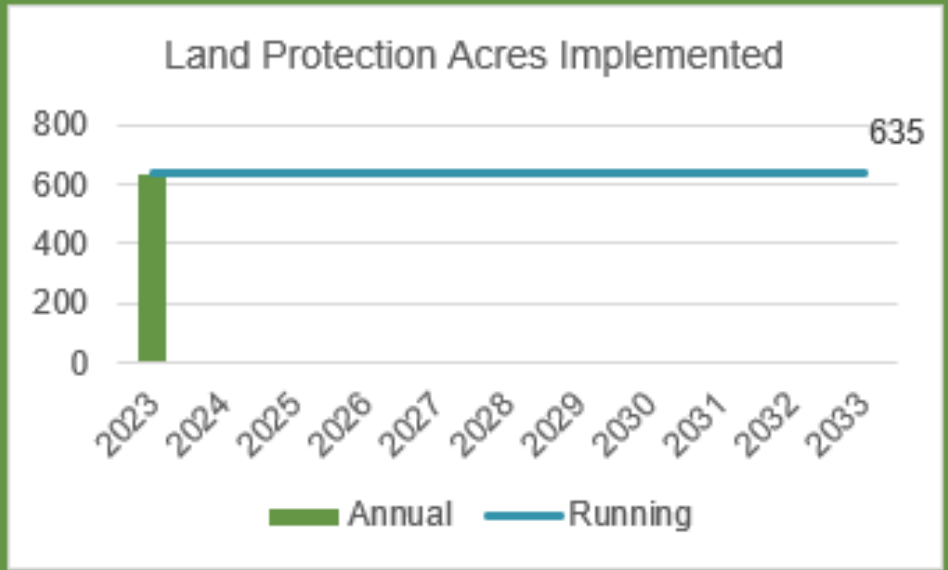
### Groundwater Protection Implemented Acres



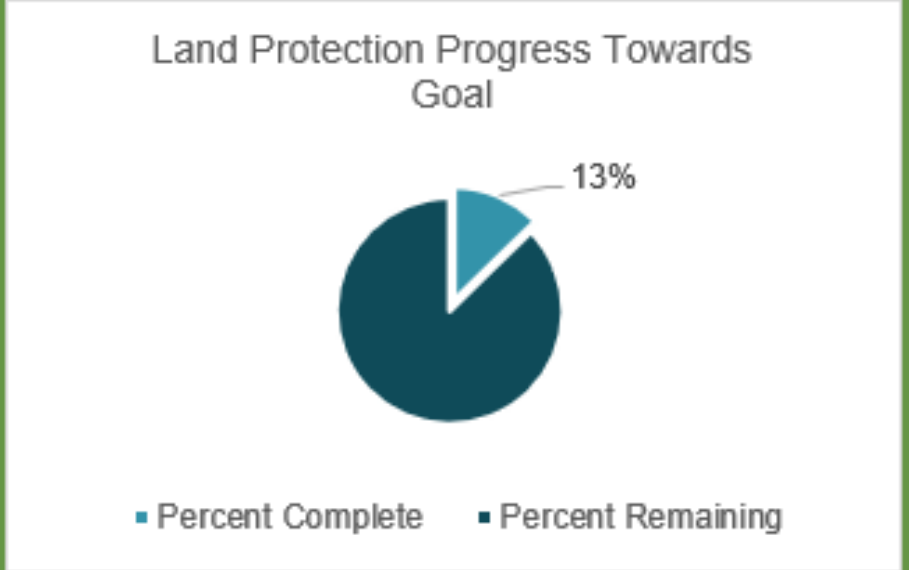
### Groundwater Protection: Progress



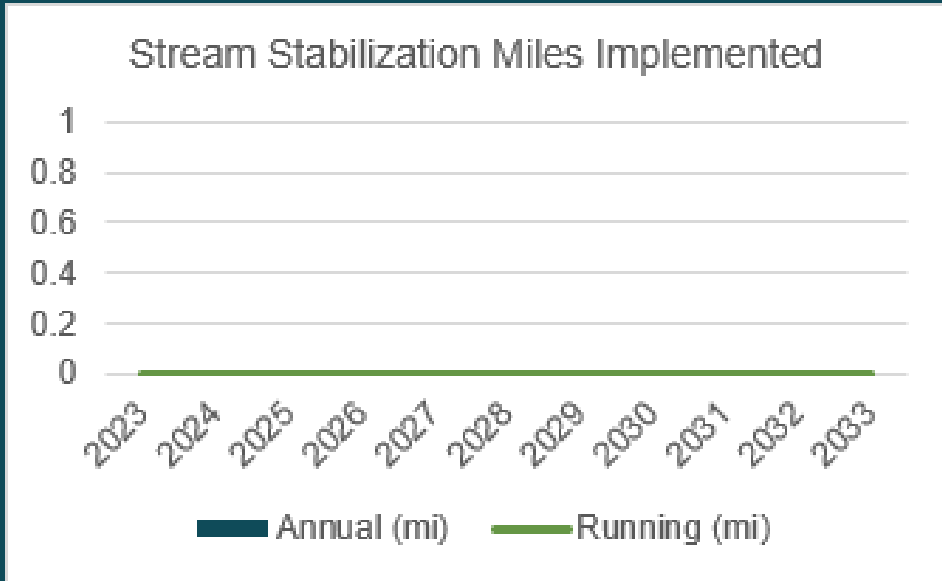
### Land Protection Implemented Acres



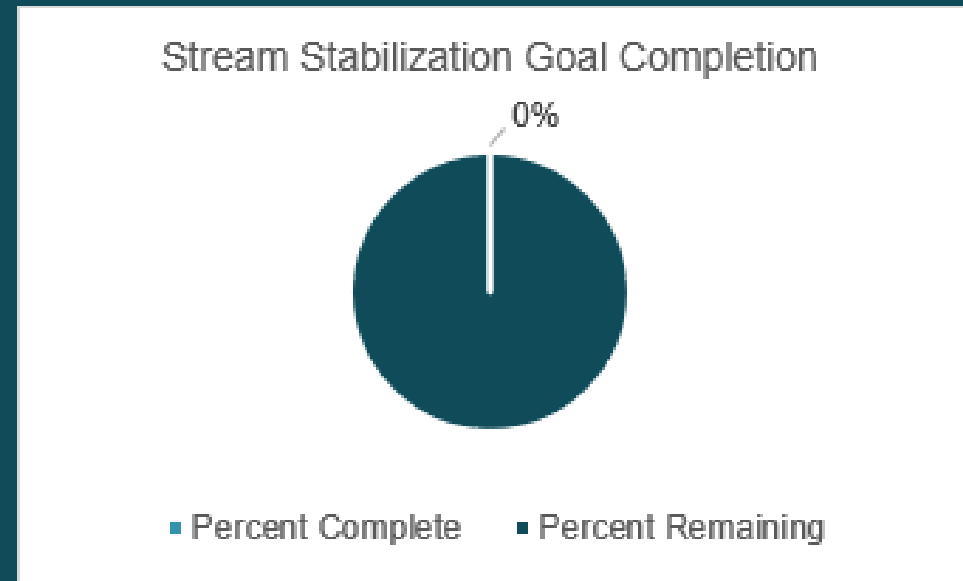
### Land Protection: Progress



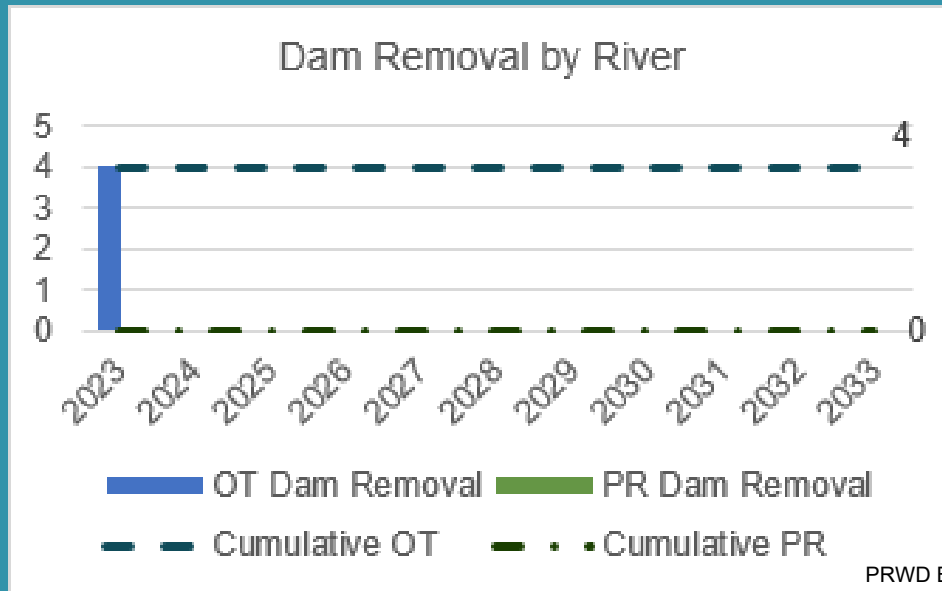
### Stream Stabilization Goal



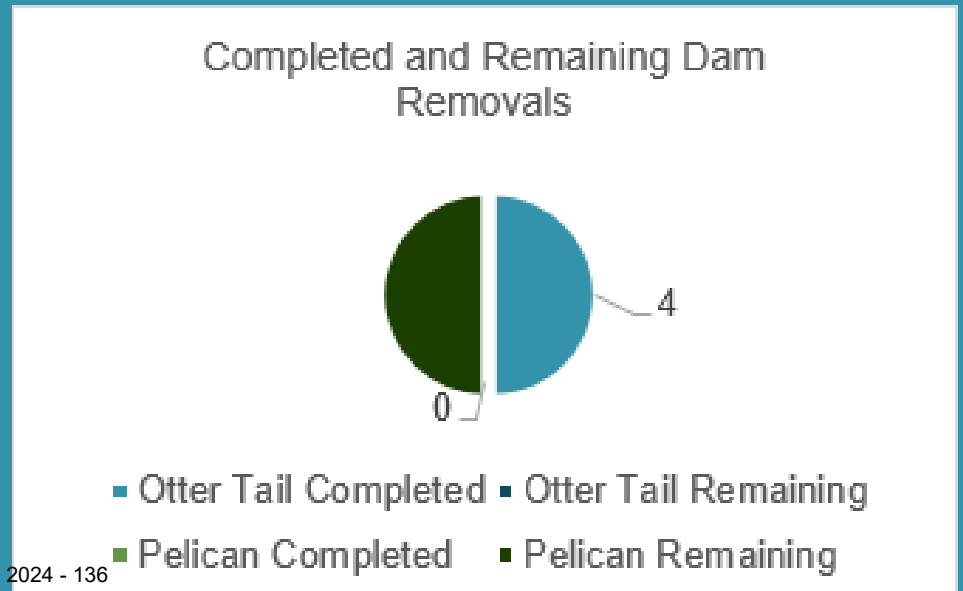
### Stream Stabilization: Progress



### Aquatic Connectivity Goal

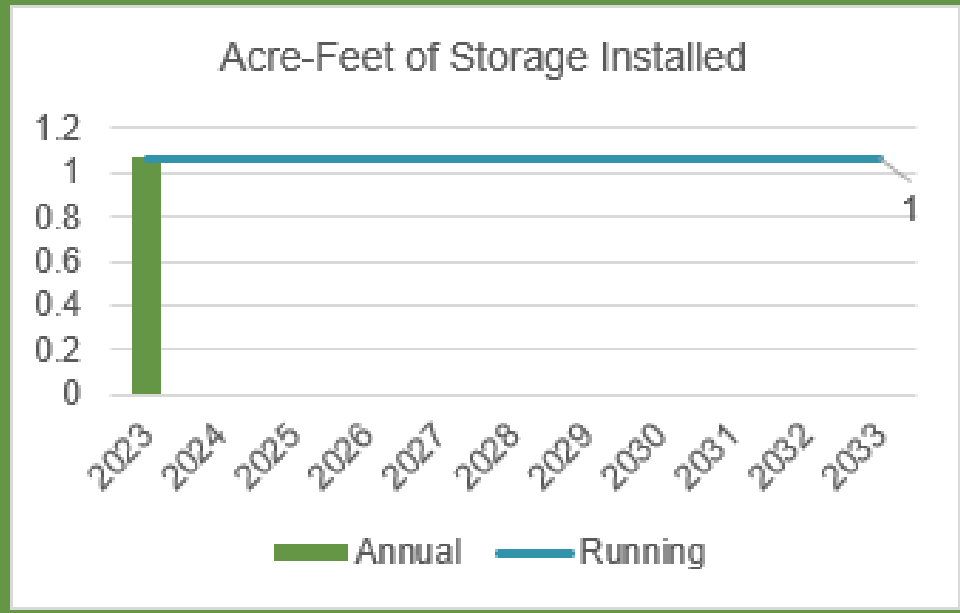


### Aquatic Connectivity: Progress





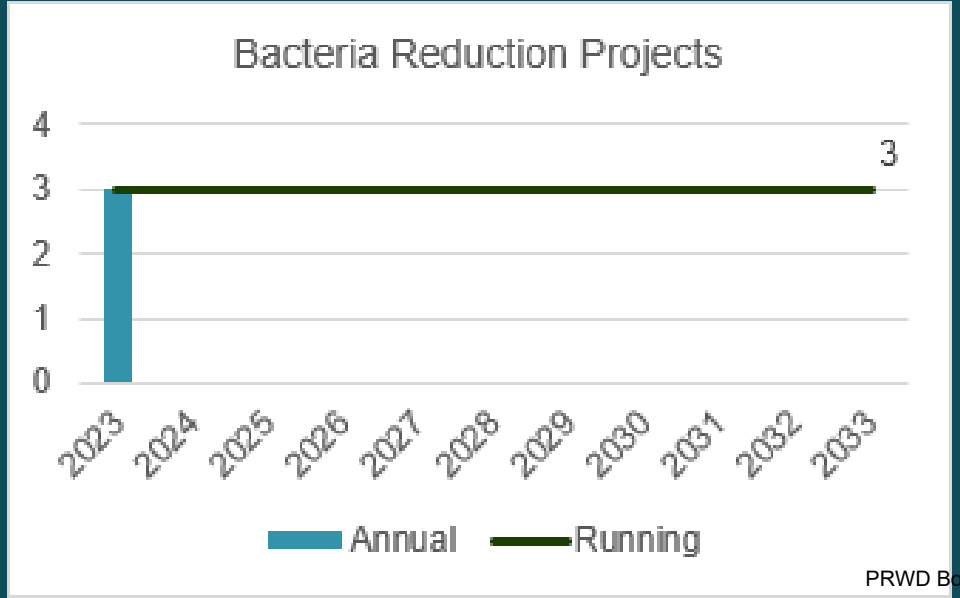
### Water Retention Goal



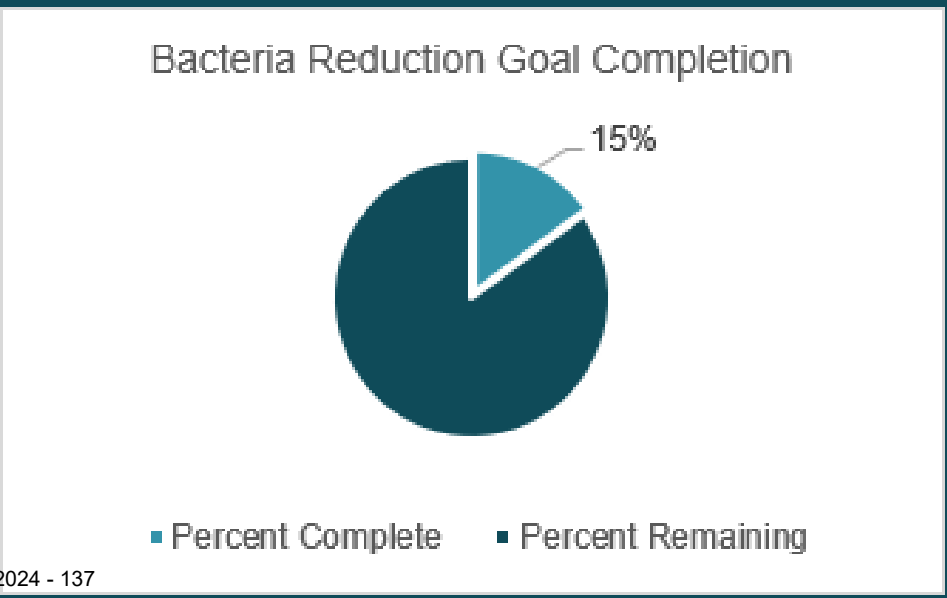
### Water Retention: Progress

**1**  
**acre feet of**  
**water storage**

### Bacteria Reduction Goal



### Bacteria Reduction: Progress



# Thank you

Nicole Lundeen

(218) 228-2383

[Nicole.Lundeen@eot.mnswcd.org](mailto:Nicole.Lundeen@eot.mnswcd.org)





# Focus Issues & Measurable Goals

# Focus Issues

## Primary Issues

- Nutrient loading
- Wind & water erosion
- Sufficient protection
- Untreated stormwater
- Groundwater quality
- Soil Health
- Fragmentation of uplands
- Aquatic Invasive Species

## Secondary Issues

- Barriers to fish movement
- Altered hydrology
- Unstable stream channels
- High *E.coli*
- Destruction of in-lake and riparian habitat
- Groundwater sustainability

**Focus Lakes**



Focus lakes are organized by their management strategy (Figure 4.2). Additional criteria (second row) were used to narrow down lakes in each category. The Technical Advisory Committee decided to focus on lakes with Recreational Development (RD) or General Development (GD) classifications since they have the most opportunity for new development and land conversion around them (see definitions in Table 4.2). Outstanding biological significance and drinking water sources were prioritized for protection. The Policy Committee approved the final list.

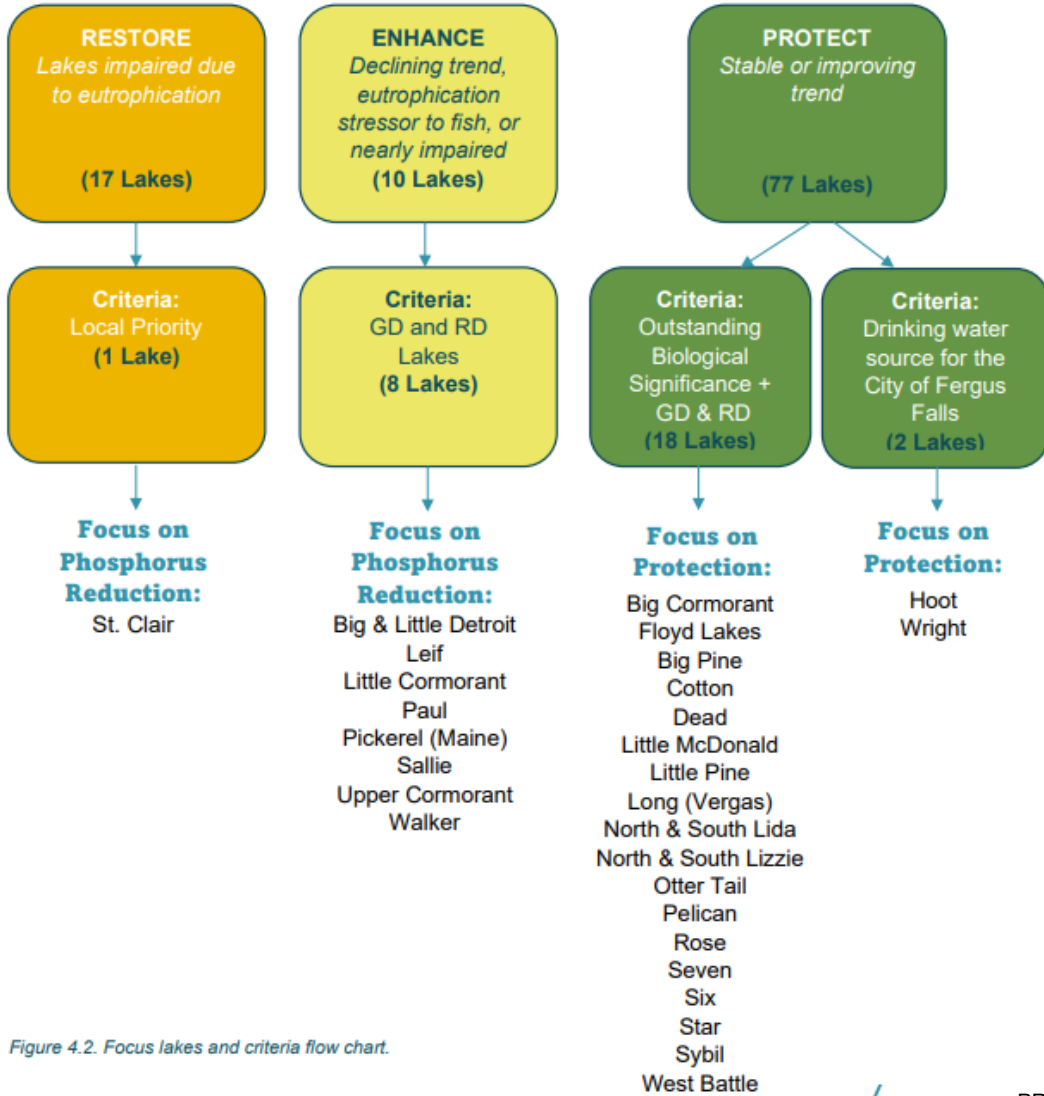


Figure 4.2. Focus lakes and criteria flow chart.

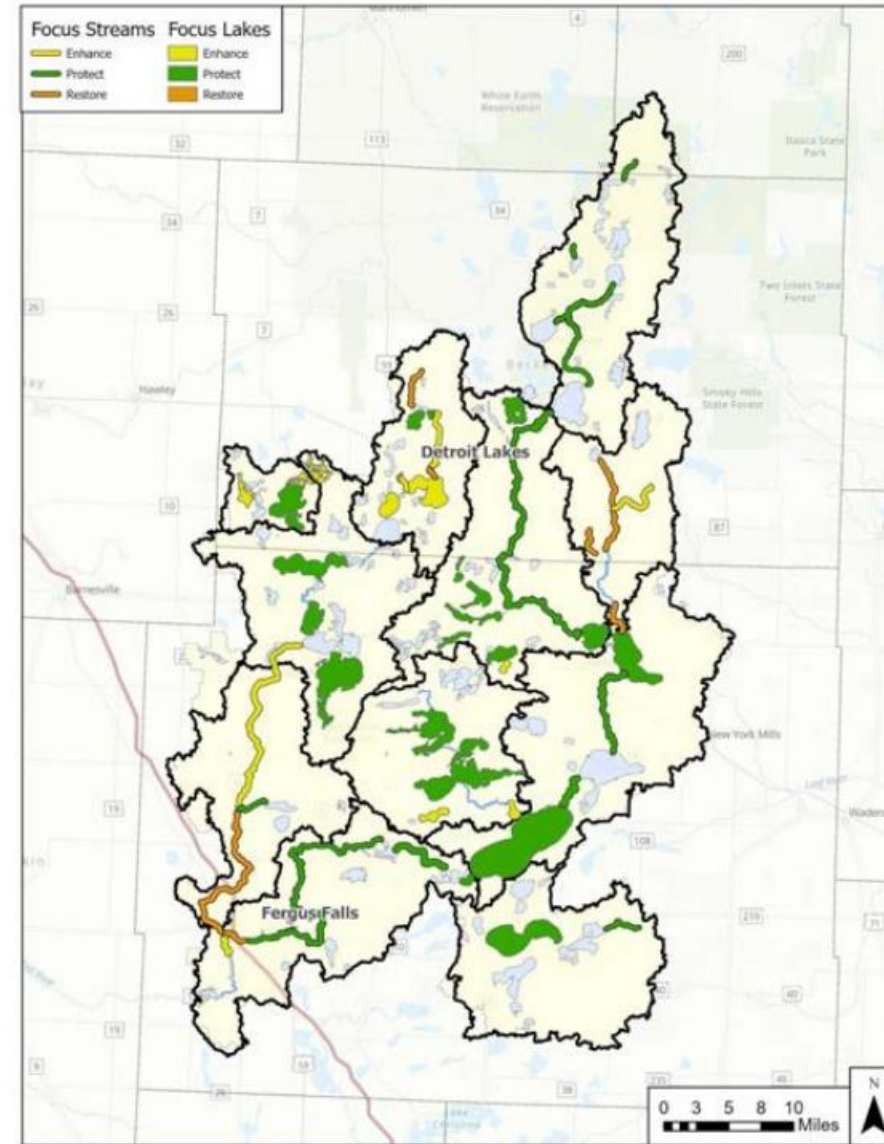


Figure 4.3. Focus lakes and streams in the OTW.





# Measurable Goals

## Phosphorus Reduction

- 5% reduction in focus lakes and streams through agricultural practices, stormwater management, and shoreline stabilization.

## Sediment Reduction

- 4% reduction in focus streams through agricultural practices, stormwater management, and shoreline stabilization.

## Soil Health

- 1,500 acres/year of soil health practices such as cover crops, no till, pasture management, and conservation crop rotation (15,000 acres total).

## Stream Stabilization

- 1.8 miles of stream stabilization and riparian easements in the watershed.

## Bacteria Reduction

- Implement 2 projects/year to prevent new impairments and make progress toward removing current impairments (20 projects total).



# Measurable Goals

## Groundwater Protection

- 690 acres/year groundwater protection practices such as nutrient management, irrigation water management, and DWSMA protection (6,900 acres total).

## Land Protection

- 500 acres/year of land protection or forest management (5,000 acres total).

## Aquatic Connectivity

- Modify 4 dams on the Pelican River to reconnect 81 river miles and modify 4 dams on the Otter Tail River to reconnect the 88 river miles.

## Water Retention

- 0% change in watershed discharge while building resilience through agricultural practices, forest protection, stormwater retention, and wetland restoration.

## AIS Prevention & Management

- Continue local AIS Plan implementation including inspections, compliance, decontaminations, outreach, monitoring, and enforcement.

Meeting Notes

OTTertail IWIP

Ed & Outreach mtg

March 8, 2024

**Topics for Next Meeting April 8<sup>th</sup> at 1pm:**

- The group will review Becker SWCD shoreline development guide (Claire)
- Cost of billboards? Potential advertising (Christy).
- Each SWCD will create a Facebook post promoting well sealing.
- Water Fest for Adults
  - Focus on one priority lake in each county.
  - Ask potential landowners to talk about their shoreline restoration project.
  - Contact local contractors to attend event/ booth.
  - Small group setting (what side of the lake to target).
- Nicole will investigate education outreach funding.

**Other Topics to think about:**

- Successful Facebook posts, pictures, graphics on promoting programs.
- Engaging new landowners for our programs.

**Potential Events/ Outreach**

- Shoreline Development guide/ Becker SWCD materials
- Campbell Creek targeted mailing
- Shoreline survey "Score the Shoreline"
- Targeted mailings on Paul Lake (Share flyer with the group)
- Billboards???
- Small Group café talks
- Natural Lakeshore Award
- Working with contractors
- Well sealing (facebook post, postcards, press releases)
  - SWCDs facebook post – WD's share
- Texting program
- Local high school fishing teams – AIS
- Tree voucher program
- Water fest for adults – at a brewery, target lakes.
  - Late June and late July
  - One lake in each county
  - Ask landowner to talk/ invite contractors landscapers
  - 15 people



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### **Successful Education/ Outreach**

- Water Fest in April (4<sup>th</sup> graders)
- Nitrate Testing Groundwater protection (6<sup>th</sup> graders)
- 5<sup>th</sup> graders conservation tour (Fall)
- Conservation days
- Envirothon
- Ag in the classroom
- Soil health day (potential partnering)
- Contractor training
- “Clean your Johnson” AIS
- 5<sup>th</sup> graders AIS
- Irrigation management clinic
- Bus Tour
- Rain garden workshop
- Breakfast on the farm

**Pelican River Watershed Board of Managers**

Rev 04/10/2024

**2024**

**Calendar of Events**

Rules Revision Tasks in Green

January	
1/1/2024	PRWD Office Closed - New Years
1/15/2024	PRWD Office Closed - MLK day
1/17/2024	<b>08:30 AM Regular Board Meeting</b>
	Election of Officers
	Selection of Official Publication & Bank
	Selection of Attorney and Engineer/Firm
	Advertise for Summer Interns

April	
4/17/2024	<b>08:30 AM Regular Board Meeting</b>
4/17/2024	Workshop with Moore Engineering after Reg Meeting
4/19/2024	Deadline to notice District to "opt out" of treatments
	CLP Treatments April - early May

July	
7/4/2024	PRWD Office Closed - Independence Day
7/17/2024	<b>08:30 AM Regular Board Meeting</b>
	FR Treatments (late June/early July)
	Project Tours?
	Rules Revision Stakeholder meetings July/Aug (to be scheduled)

October	
10/16/2024	<b>08:30 AM Regular Board Meeting</b>
10/16/2024	Workshop with Moore Engineering after Reg Meeting
	MN WD Delegate Selection
	MW Resolutions - submit to MW
	Call office to book hotel rooms for MW Conference as soon as announcement is made
	Goal - Publish Draft Revised Rules

February	
2/5/2024	<b>09:00 Engineer and Legal Interviews</b>
2/6/2024	<b>09:00 Engineer and Legal Interviews</b>
2/19/2024	PRWD Office Closed - Presidents Day
2/22/2024	3:00 PM Brenda's Retirement Party
2/28/2024	<b>08:30 AM Facilitator Work Sessions</b>
2/28/2024	<b>12:30 PM Regular Board Meeting</b>
	Advertise for Summer Interns
	MW Legislation -review as needed

May	
5/15/2024	<b>08:30 AM Regular Board Meeting</b>
5/15/2024	Workshop with Moore Engineering after Reg Meeting
5/15/2024	Reservation/Registration MW Tour (June 25-27)
5/27/2024	PRWD Office Closed - Memorial Day
	Becker County Manager Appointments
	CLP Treatments April - early May

August	
8/7/2024	Becker County Fair/Booth in DNR Bldg (opens)
8/21/2024	<b>08:30 AM Regular Board Meeting</b>
8/21/2024	Review 2025 Preliminary Budget, Levy, Assessments, Fees
	FR Treatments #2 (by mid-August)
	MW Resolutions - identify any needs
	Rules Revision Stakeholder meetings July/Aug (to be scheduled)
	Project Tours?

November	
11/11/2024	PRWD Office Closed - Veterans Day
11/20/2024	<b>08:30 AM Regular Board Meeting</b>
	LMCIT Liability Resolution
11/28/2024	PRWD Office Closed - Thanksgiving
11/29/2024	PRWD Office Closed - Thanksgiving

March	
3/6/2024	MW Legislative/Day at Capitol
3/7/2024	MW Legislative/Day at Capitol
3/21/2024	<b>08:30 AM Regular Board Meeting</b>
3/29/2024	08:30 AM Special Board Meeting
	Annual Otter Tail Policy Committee Meeting
	CLP and FR public notice - Website, Newspaper, Lake Association groups

June	
6/19/2024	PRWD Office Closed - Juneteenth
6/20/2024	<b>Thursday 08:30 AM Regular Board Meeting</b>
6/20/2024	Workshop with Moore Engineering after Reg Meeting
6/25/2024	MW Summer Tour
6/26/2024	MW Summer Tour
6/27/2024	MW Summer Tour
	FR Treatments (late June/early July)

September	
9/2/2024	PRWD Office Closed - Labor Day
9/11/2024	<b>08:30 Public Hearing &amp; Regular Board Mtg</b>
	Workshop with Moore Engineering after Reg Meeting
9/11/2024	Approve Budget, Levys, Assessments, & Fees send to Auditors by 9/15
	MW Resolutions - identify any needs
	Project Tours?

December	
12/4/2024	MW - Annual Conference
12/5/2024	MW- Annual Conference
12/6/2024	MW- Annual Conference
12/18/2024	<b>08:30 AM Regular Board Meeting</b>
	Approve Final Budget, Levys, Assment and Fees send to Auditors after approval
12/25/2024	PRWD Office Closed - Christmas
	Goal - Compile and Address Rule Comments
	Goal - Review Final Rules and Set Public Hearing