

# COUNTY OF ANOKA

## PUBLIC SERVICES DIVISION

*-Highway -Parks & Recreation -Surveyor -GIS -Transit -Administration  
- Integrated Waste Management - License Centers*

GOVERNMENT CENTER

2100 3RD AVENUE STE 700 • ANOKA, MN 55303-5024

(763) 323-5700

**JON G. OLSON, P.E.**  
Division Manager  
Direct #763-323-5789  
Fax #763-323-5682  
Cell #612-850-4106  
jon.olson@co.anoka.mn.us

September 14, 2012

Michael Bury, Chair  
Coon Lake Improvement District (CLID)  
P.O. Box 26  
East Bethel, MN 55011

**SUBJECT:** Agreement between Anoka County and Coon Lake Improvement District for  
Joint Funding of Phase 1 Engineering Services

Dear Mike:

On Tuesday, September 11, the Anoka County Board approved Contract #2012-0286 Joint Powers Agreement (JPA) between the county and Coon Lake Improvement District (CLID). The board also approved entering into a Purchase of Service Agreement with WSB & Associates, Inc. for engineering services for the proposed water outlet diversion of County Ditch #56.

The JPA provides for joint funding of Phase 1: Engineering Report, Tasks 1 through 10 of the WSB Service Agreement. the amount of \$15,248.00. Please refer to Exhibit A of the Service Agreement, enclosed.

Also enclosed for your review are three copies of the JPA. Please, sign each copy and return them to me. Once the JPA is fully executed, a signed copy will be returned to you.

Sincerely,

Jon G. Olson, P.E.  
Division Manager, Public Services

JO:kr

Enclosures: 3 Copies of JPA  
Copy of Purchase of Service Agreement with WSB & Associates, Inc.

cc: Commissioner Andy Westerberg



**JOINT POWERS AGREEMENT**

**THIS AGREEMENT** is made this 11th day of September, 2012, notwithstanding the dates of the signatures of the parties, pursuant to Minn. Stat. § 471.59, by and between the County of Anoka, Minnesota (the "County") and the Coon Lake Improvement District (CLID), PO Box 26, East Bethel, MN 55011 both political subdivisions of the State of Minnesota and organized under the laws of the State of Minnesota.

**RECITALS**

**WHEREAS**, Anoka County and the Coon Lake Improvement District (CLID) are in need of professional services to assist with Preliminary design, Design and Construction Engineering as well as the Public Ditch process (MN Statutes 103E) for the Diversion of the Outlet of County Ditch 56; and

**WHEREAS**, the County and the Coon Lake Improvement District (CLID) wish to enter into a joint powers agreement to provide for the joint funding of professional services contracts for these services; and

**WHEREAS**, the County Board finds that the Coon Lake Improvement District (CLID) may fund the Outlet Diversion of County Ditch 56 Project as a water quality improvement project and that the activity is consistent with section 8. h. of the Order to Establish, Resolution #2008-10, which reads "Such other programs, plans, studies, developments, or implementations as are allowed or permitted by law and approved by the county board from time to time." Minnesota Statute §103B.551 Subd. 3(3) permits the plan, study, development or implementation to "change the course current or cross section of public waters;" and

**WHEREAS**, the CLID met on July 25, 2012, and agreed to expend up to \$50,000 or 50% toward a completed Ditch 56 diversion project; and

**WHEREAS**, the County estimates the entire project to cost approximately \$125,000-\$150,000; and

**WHEREAS**, the County Board issued a Request for Proposal for Professional Services for the Diversion of the Outlet of County Ditch 56; and

**WHEREAS**, WSB and Associates, Inc. 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 submitted a proposal to provide Professional Engineering Services for the Diversion of the Outlet of County Ditch 56; and

**WHEREAS**, the County and CLID wish to advance the project through Phase 1: Engineering Report, Tasks 1 through 10 as presented in the Request for Proposal for Professional Services for the Diversion of the Outlet of County Ditch 56 and the proposal submitted by WSB and Associates, Inc. 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; and

**WHEREAS**, the County has awarded a contract in the amount of \$40,766.00 to WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; based on the County-issued RFP dated May 18, 2012, and their proposal dated June 15, 2012; and

**WHEREAS**, the County Board authorized the Notice to Proceed be issued to WSB, following the execution of said contract, for Phase 1: Engineering Report, Tasks 1 through 10 only in the amount of \$15,248.00. The amount of \$15,248.00 is to be shared equally between CLID and Anoka County; and

**WHEREAS**, the parties agree that it is in their best interests to define their respective responsibilities and obligations; and

**WHEREAS**, the parties are authorized to enter into agreements for the joint exercise of powers common to them pursuant to Minn. Stat. §471.59;

**NOW, THEREFORE, IT IS HEREBY AGREED:**

#### **SECTION 1. PURPOSE**

The purpose of this agreement is to provide for the joint funding of Phase 1: Engineering Report, Tasks 1 through 10 of the Professional Services Contract in the amount of \$15,248.00 with WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; based on the County Issued RFP dated May 18, 2012 and their proposal dated June 15, 2012. The completion of Phase 1: Engineering Report, Tasks 1 through 10 will result in an engineers' report on the feasibility of the project, an analysis of the impacts on drainage, and a detailed cost estimate. Phase 1: Engineering Report, Tasks 1 through 10 will provide the information needed to determine the viability of continuing the project to completion.

The CLID recognizes and understands that the County is participating in Phase 1: Engineering Report, Tasks 1 through 10 only and the County makes no commitment to fund future tasks for engineering or project construction.

Any work beyond Phase 1: Engineering Report, Tasks 1 through 10 will require an amendment to this agreement which covers the terms of payment for any additional work.

## **SECTION 2. ROLES AND RESPONSIBILITIES**

- A. **CONSULTANT CONTRACTS.** The parties agree that the County will enter into and manage professional services contracts with WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416.
- B. **FINANCIAL CONTRIBUTIONS.** The County shall contribute \$7,624.00 and the CLID shall contribute \$7,624.00 for the joint funding of said professional services contracts. Upon execution of this Agreement, the CLID shall make payment in the amount of \$7,624.00 to the County.

## **SECTION 3. MISCELLANEOUS PROVISIONS.**

- A. **TERM OF AGREEMENT.** This Agreement shall commence upon the date of receipt of all necessary signatures and shall terminate upon completion of Phase 1: Engineering Report, Tasks 1 through 10. In no event shall this Agreement extend beyond December 31, 2014.

Either party may terminate this agreement, with or without cause, upon 30 days written notice to the other party. If County terminates this Agreement prior to completion of Phase 1: Engineering Report, Tasks 1 through 10, County shall return all unused portions of CLID funding.

- B. **RECORDS AND ACCOUNTS.** The County shall establish and maintain such funds and accounts as may be required by good accounting practices. The relevant books and records of the County shall be subject to and maintained in accordance with the provisions of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and Minnesota Statutes, Section 16C.05, subdivision 5.
- C. **DISBURSEMENT OF FUNDS.** Contracts let and purchases made under this Agreement shall conform to the requirements applicable to contracts and purchases of the County.
- D. **THIRD PARTY BENEFICIARIES.** This Agreement shall not inure to the benefit of, or create any right or cause of action in or on behalf of, any person or entity other than the County and the CLID, and their successors or assigns.
- E. **AMENDMENT.** No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party.
- F. **DISTRIBUTION OF PROPERTY.** Any surplus monies shall be returned to the parties in proportion to their contributions upon termination of this Agreement.

## **G. LIABILITY**

### **1. Responsibility for Own Acts and Omissions.**

Each party agrees that it will be responsible for its own acts and omissions and any liability resulting therefrom to the extent authorized by law. No party shall be responsible for the acts of the other party or the results thereof.

### **2. No Waiver.**

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to, Minn. Stat. Chap. 466. Further, the party's obligations set forth in this Section F and otherwise in this Agreement, are expressly limited by the provisions of Minn. Stat. Chap. 466, Minn. Stat. § 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

**COON LAKE IMPROVEMENT  
DISTRICT**

**COUNTY OF ANOKA**

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

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

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

Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Jerry Soma  
County Administrator

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney





**PURCHASE OF SERVICE AGREEMENT**

**THIS AGREEMENT** is entered into between **Anoka County, a political subdivision of the State of Minnesota**, 2100 Third Avenue, Anoka, Minnesota, 55303 (County) and **WSB & Associates, Inc.**, 701 Xenia Ave. South, Suite 300, Minneapolis, Minnesota, 55416 (Contractor).

**RECITALS:**

- (1) The County is in need of land surveying and civil engineering services for the proposed water outlet diversion of Anoka County Ditch 56; and
- (2) Contractor represents that it is in the business of providing engineering services and is qualified and willing to furnish these services; and
- (3) Contractor has submitted a proposal to provide the required engineering services; and
- (4) The County wishes to purchase these services from the Contractor.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this document, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence upon the signing of this Agreement and shall continue in effect through the satisfactory completion of the services to be provided unless terminated earlier pursuant to paragraph 17, EARLY TERMINATION.

2. SERVICES

- 2.1 The County agrees to purchase and Contractor agrees to furnish the services set forth in the Contractor's Proposal dated June 15, 2012, which is attached hereto and incorporated as Exhibit A.
- 2.2 This Agreement authorizes the initial provision of those services outlined in Phase 1: Engineering Report, Tasks 1 through 10. The Contractor will not proceed to Phase 2 or Phase 3 without written authorization to begin additional services.

3. COMPENSATION

- 3.1 The County shall pay to the Contractor at the rates provided for in the proposal for Phase 1: Engineering Report, Tasks 1 through 10 according to the terms of §4 BILLING AND PAYMENT. This payment shall not exceed \$15,248 unless otherwise authorized by the County in writing.
- 3.2 Upon written authorization to proceed with Phase 2: Final Design Services, Tasks 1 through 6, the County shall pay to the Contractor not more than \$11,392.

- 3.3 Upon written authorization to proceed with Phase 3: Construction Services, the County shall pay to the Contractor not more than \$11,126.
- 3.4 Upon written authorization to proceed with Phase 2: Final Design Services, Tasks 1 through 6, the County shall pay to the Contractor not more than \$3,000 for geotechnical services.
- 3.5 The Total Cost of this Agreement shall not exceed \$40,766.

#### 4. BILLING AND PAYMENT

- 4.1 Upon completion of Phase 1: Engineering Report, Tasks 1 through 10 the Contractor shall submit to the County an itemized statement containing such information as is required by the County for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.
- 4.2 Within 30 days after receiving a billing statement, the County will make payment to Contractor in the manner provided by law and customary procedure for paying claims against a county.
- 4.3 With written authorization to proceed to Phase 2, and upon completion of Phase 2: Final Design Services, Tasks 1 through 6, the Contractor shall submit to the County an itemized statement containing such information as is required by the County for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.
- 4.4 With written authorization to proceed to Phase 3, and upon completion of Phase 3: Construction Services, the Contractor shall submit to the County an itemized statement containing such information as is required by the County for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.

#### 5. AUDIT DISCLOSURE AND RETENTION OF RECORDS

- 5.1 Contractor agrees to make available to duly authorized representatives of the County, the Coon Lake Improvement District, and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, Contractor's books, documents, papers, and records that are pertinent to Contractor's services for audit examination.
- 5.2 Contractor agrees to maintain records pertinent to Contractor's services and to retain the records for 6 years after final payment and closing all other related matters.

#### 6. SERVICES AND BENEFITS NOT PROVIDED FOR

- 6.1 No claim for services furnished by Contractor that are not specifically provided for in this document will be honored by the County unless mutually agreed to in writing by the parties, and included as an amendment to this Agreement, before the work is performed.

7. INDEPENDENT CONTRACTOR

7.1 At all times and for all purposes under this Agreement, Contractor's relationship to the County is as an independent Contractor and not an employee or agent of the County.

8. INDEMNIFICATION

8.1 Contractor agrees to hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from, or related to, providing or failing to provide Purchased Services, including but not limited to the negligence of the Contractor.

8.2 Section 8. INDEMNITY provisions do not independently create liability as to any third party.

8.2.1 The provisions are intended to protect Anoka County from any liability related to Purchased Services performed by Contractor.

8.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

9. INSURANCE

9.1 Contractor agrees that, at all times during this Agreement in order to protect itself as well as Anoka County under Section 8. INDEMNITY, it will have and keep in force insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit B, which is attached hereto and incorporated herein.

10. COMPLIANCE WITH LAWS

10.1 In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

11. STATE TAX LAWS

11.1 The County may not make final payment until Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. §290.92 requiring State Income Tax withholding from wages paid to Contractor's employees and to employees of any subcontractors hired by the Contractor for work performed under this Agreement.

11.2 The Contractor will provide the County with proof that the requirements have been met.

12. SUBCONTRACTING AND ASSIGNMENTS

12.1 Contractor shall not enter into any subcontract for performing any services contemplated under this Agreement, nor assign any interest in the Agreement, without the prior written approval from the County and subject to any conditions and provisions that the County may deem necessary.

12.2 Contractor is responsible for the performance of all subcontractors.

12.3 Contractor must comply with the provisions of Minn. Stat. §471.425 subd. 4a, relating to prompt payment to subcontractors. The Contractor shall pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Contractor receives payment for services.

11.3.1 Contractor agrees to pay interest as provided in Minn. Stat. §471.425 on any undisputed amount not paid on time to the subcontractor.

13. MODIFICATIONS

13.1 To alter, modify, or amend the Agreement, the parties must have a written Agreement signed by their authorized representative(s).

13.2 An interpretation or variation to the Agreement that is not viewed by the parties as material does not require signature.

14. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this Agreement and the proposal submitted by the Contractor, the terms and conditions contained in this Agreement shall take precedence over those in the Contractor's proposal.

15. AFFIRMATIVE ACTION

15.1 In accordance with Anoka County's Affirmative Action Policy and Anoka County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, sexual orientation, disability, or national origin.

15.2 Contractor will comply with any applicable federal or state law regarding non-discrimination.

16. DATA PRACTICES

- 16.1 In collecting, maintaining, storing, using, and disseminating data (including data on individuals) while providing Purchased Services, Contractor agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Government Data Practices Act and rules promulgated by the Commissioner of the Department of Administration.
- 16.2 All data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing the services in this Agreement is also subject to the provisions of Minnesota Statutes § 13 et. Seq. and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity.
- 16.3 Pursuant to Minn. Stat. § 13.05, subd. 11, all remedies set forth in Minn. Stat. § 13.08 may apply to Contractor .
- 16.4 Contractor is not required to provide public data to the public if that same data is available from Anoka County.

17. EARLY TERMINATION

- 17.1 This Agreement will terminate under the following circumstances:
  - 17.1.1 by the parties' mutual written agreement;
  - 17.1.2 by the County upon fourteen (14) days written notice delivered in person or by mail, specifying the termination date, with or without cause;
- 17.2 If this Agreement is terminated early, Contractor is entitled to receive payment for Purchased Services satisfactorily performed up to the termination date.
- 17.3 Indemnity, Audit, and other affirmative obligations, such as records retention and data practices provisions, survive this Agreement's termination.

18. DEFAULT AND REMEDY

- 18.1 Failure of the Contractor (including failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Contractor, the County may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated above, and may recover from the Contractor any damages sustained by the County which may directly or consequently arise out of the breach of this Agreement by the Contractor.

19. ENTIRE AGREEMENT

- 19.1 The parties' entire Agreement is contained in this document.
- 19.2 This Agreement supersedes all oral Agreements and negotiations by the parties relating to its subject matter.
- 19.3 Items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

Contractor having signed this Agreement and the Anoka County Board of Commissioners having approved this Agreement on September 11, 2012, and the proper County officials having signed this Agreement, the parties agree to be bound by its provisions.

**ANOKA COUNTY**

**WSB & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

By: \_\_\_\_\_  
Pete Willenbring, P.E.  
Project Manager

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

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

Attest: \_\_\_\_\_  
Jerry Soma  
Anoka County Administrator

Approved as to Form:

By: \_\_\_\_\_  
Nancy Norman Sommer,  
Assistant Anoka County Attorney

Exhibit A



Engineering ■ Planning ■ Environmental ■ Construction

701 Xenia Avenue South  
Suite 300  
Minneapolis, MN 55416  
Tel: 763-541-4800  
Fax: 763-541-1700

June 15, 2012

Jon G. Olson, PE  
Division Manager, Public Services  
County of Anoka  
2100 3<sup>rd</sup> Avenue, Suite 700  
Anoka, MN 55303-5024

Re: Proposal to Provide Engineering Services Associated with  
Outlet Diversion of Anoka County Ditch 56

Dear Jon:

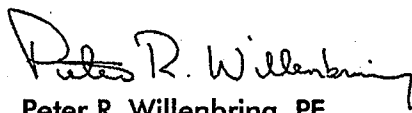
Attached is our proposal to provide engineering services to facilitate a diversion of the outlet of Anoka County Ditch 56. In addition to information on our proposed project team and our related experience, we have included a detailed scope of work for activities to be completed, along with a cost estimate and schedule for the various phases of the project as requested in your RFP.

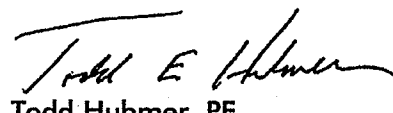
As you will see in our proposal, members of our project team have extensive experience designing and constructing projects within officially established public ditch systems, and are also thoroughly familiar with and have functional knowledge of the procedural requirements outlined in Minnesota Statutes Chapter 103E.227.

We look forward to your favorable consideration of our proposal. Should you have any questions, please contact either of us at 763-541-4800.

Sincerely,

**WSB & Associates, Inc.**

  
Peter R. Willenbring, PE  
Vice President

  
Todd Hubmer, PE  
Vice President

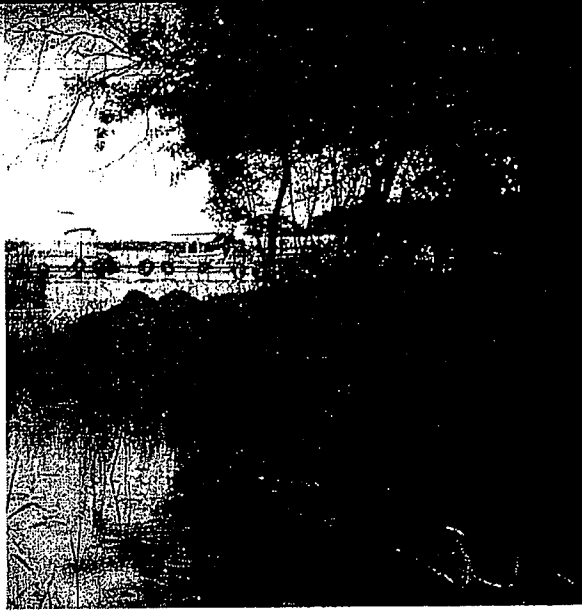
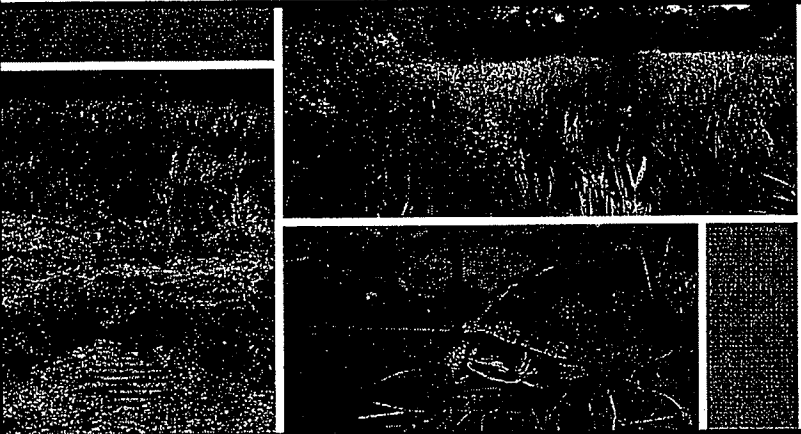


A PROPOSAL TO PROVIDE  
ENGINEERING SERVICES



OUTLET DIVERSION  
of  
**Anoka County**  
**Ditch 56**  
DITCH 56

June 15, 2012





A PROPOSAL TO PROVIDE  
ENGINEERING SERVICES:



OUTLET DIVERSION  
of  
**Anoka County**  
**Ditch 56**

June 15, 2012

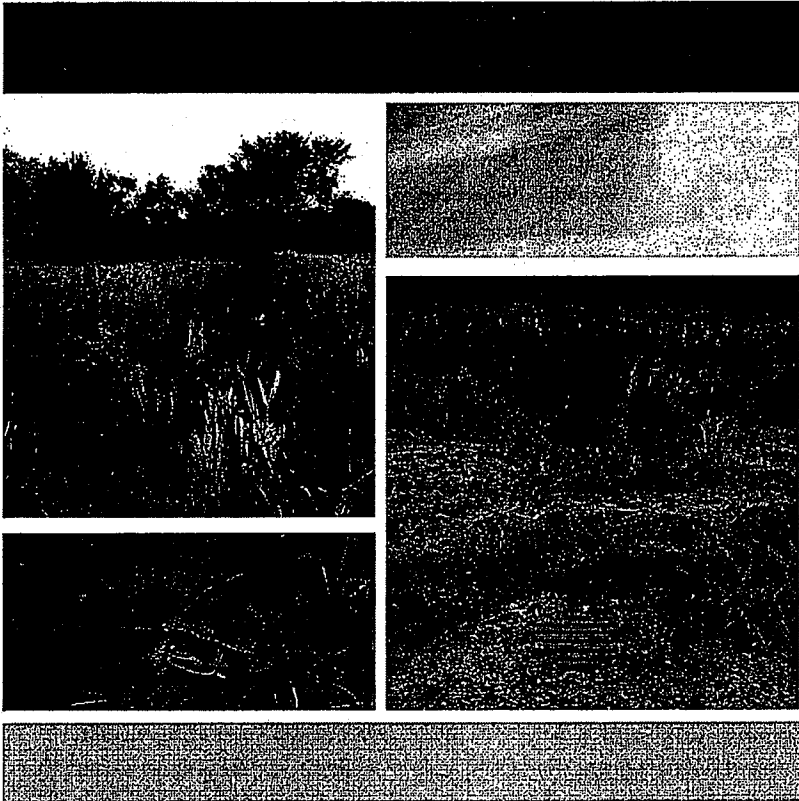


Table of Contents

Project Team .....	1
Similar Experience .....	3
Scope of Work .....	5
Schedule .....	8
Cost Estimate .....	9

Contact:  
**Pete Willenbring, PE**  
(763) 287-7188  
pwillenbring@wsbeng.com



701 Xenia Avenue South, Suite 300  
Minneapolis, MN 55416  
Tel: (763) 541-4800 · Fax: (763) 541-1700  
wsbeng.com

## Project Team



*Pete Willenbring, PE*

**Project Manager**

Pete is a registered professional engineer with more than 30 years of experience. He has provided consulting services to 100+ city, county, state, and federal

clients and has expertise in most fields of civil engineering. Pete is widely recognized to have focused on and developed special expertise in water resource and environmental engineering, project management, design, and planning.

Over the course of his career, Pete has managed water resource-related projects or regulatory programs for more than 50 cities or watershed districts within the Twin Cities metropolitan area. He has reviewed, analyzed, designed, or managed the construction of more than 1,000 projects that were built to manage stormwater runoff rates, volumes, or quality in lakes, streams, or drainage systems throughout Minnesota.

Pete is an ideal project manager for this project. He managed public ditch systems while serving as the District Engineer for the Rice Creek Watershed District from 1980-1987 and as the water resources engineer for the City of Hugo from 1991 to the present. During this time, Pete has addressed dozens of drainage issues, taking into full consideration the various aspects of Minnesota Statutes Chapter 103E.

Furthermore, Pete served as the primary technical resource and author of the nationally distributed APWA white paper entitled "A Public Works Perspective on the Cost vs. Benefit of Various Stormwater Management Practices." He developed five citywide water quality/habitat management plans that outline, as part of development or redevelopment, the implementation of hundreds of projects that utilize dozens of different types of water reuse and water quality BMPs/improvements.



*Todd Hubmer, PE*

**Project Engineer**

Todd has completed hydrologic and hydraulic analyses for drainage systems in a wide variety of water resource, transportation, environmental, and municipal projects. He has been responsible for the development of comprehensive water resource management plans, numerous feasibility studies, preparations of plans and specifications, and construction management. Todd is also an expert in utilizing numerous water quality and quantity models used in hydrologic/hydraulic analysis. He is a recognized expert in developing alternative or integrated stormwater management technologies for difficult or unique projects.

Todd also has recent experience working on improvements associated with Ramsey County Ditches 2, 3, and 5, combined with his hydraulic and hydrologic modeling and construction management skills, will serve Anoka County well on this project.



*Ted Witkowski*

**Design Engineer**

Ted has more than 19 years of experience in the field of water resources engineering. As a Hydrologic Technician, he is responsible for completing hydrologic and hydraulic analyses of drainage systems for a wide variety of surface water management-related projects. Ted is also familiar with numerous water quantity and quality models that can be used to assist in hydrologic/hydraulic analysis.

Ted's work on county ditch improvements in the City of Hugo over the past 15 years provides him with directly applicable experience that he can bring to this project.



*Ed Youngquist*

**Project Designer**

Ed has more than 20 years of experience in civil engineering design. He has extensive background in grading, design, street and utility plans, SWPPP and MPCA permits, specifications, and construction administration. Ed's recent work includes stormwater volume reduction projects for the City of St. Paul - incorporating pervious pavement, rain gardens, and underground infiltration systems as best management practices. He is proficient in CADD technology, including Autodesk Land Desktop/Civil 3D and HydroCAD Modeling and will use these skills in the development of the plans for this project.



*Rich Hibbard, PE*

**Project Engineer**

Rich has more than five years of experience on a variety of projects ranging from erosion control inspections, GIS mapping and analysis, water quality monitoring and modeling, stormwater modeling, permitting, channel stabilization design, stormwater management planning, storm water utility and trunk fees, environmental site assessments, volume reduction and water quality BMP design, and project management. This skill set will assist the project team in completing many of the tasks outlined in the work plan.

## Similar Experience

### *Work Associated with Diversion of Flows From Anoka County Ditch 53-62 into Adjacent Wetland*

Our project team worked with the Rice Creek Watershed District on a project very similar to the proposed Anoka County Ditch 56 Outlet Diversion project. As part of the Anoka County Ditch 53-62 Wetland Enhancement/Stormwater Treatment Project, water carried by Anoka County Ditch 53-62 was diverted at its downstream end into a treatment basin/wetland prior to returning it to the last few hundred feet of the County Ditch alignment immediately upstream of Golden Lake. This project diverted low flows into this treatment area, removing in excess of 80% of the suspended solids loading carried by the water in the channel prior to allowing this water to be discharged into Golden Lake in Circle Pines. As part of this project, an evaluation of the impact of partially diverting flows in the channel on upstream properties was completed in the context following the proper procedures needed to fully address Minnesota ditch law requirements was undertaken.

### *Anoka County Judicial Ditch 2 Repair Project*

Our project team worked with the City of Hugo to implement a repair project on Judicial Ditch 2, a system that generally served as a drainage system for areas within the City of Hugo, Forest Lake Township, and other adjoining communities.

As part of this project, the impact of repairing the ditch system to its original cross section and profile was evaluated for conformance with state ditch law (Minnesota State Statutes Chapter 103E), U.S. Army Corps of Engineers, Minnesota Department of Natural Resources, and Minnesota Wetland Conservation Act Statutes. The team developed the design for a repair project that was deemed to "walk the line" between maintaining drainage rights as provided for in state ditch laws and minimizing or eliminating the draining of jurisdictional wetlands under the three sets of wetland protection laws that greatly affected the ultimate design of the repair project.

### *Low Flow Diversion and Treatment for Runoff Directed to Judicial Ditch 3 (Clearwater Creek)*

As part of this project, low flows within Clearwater Creek were diverted through an area that was constructed to provide treatment for stormwater flowing within Judicial Ditch 3. After treatment, the water was returned to the ditch system at a downstream location. Hydraulic and water quality analyses were completed to quantify the impact the project would have on flow within the ditch. This information was utilized to address requirements of Minnesota Statutes Chapter 103E.227.

## *Ramsey County Ditch 1 Abandonment*

While working as the District Engineer for the Rice Creek Watershed District, our project manager worked with Ramsey County to abandon a reach of Ramsey County Ditch 1 within the City of Arden Hills. This abandonment was allowed and in conformance with Minnesota Ditch Law because the ditch system was replaced with an urban pipe drainage system that was needed to facilitate a widening of Lexington Avenue, and the responsibilities for long-term maintenance were taken over by the County. This abandonment option could be considered by Anoka County as part of the implementation of this project.

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## *Flood Analysis of Ramsey County Ditches 2,3 and 5*

WSB's project team was retained by the Cities of New Brighton and St. Anthony Village to complete a detailed Hydrologic Analysis and develop flood mitigation solutions in response to the July 16th 2011 Storm Event that damaged many homes and properties. The area that flooded are adjacent to Ramsey County Ditches 2,3, and 5. WSB completed an XP-SWMM analysis and used radar intensity video to model the July 16th storm and determine the area where Ditch modifications may be made to increase flood protection to the adjacent residents and properties. We are currently working to design and construct several of the recommended project for these Cities and will be working with the Ditch Authority on ditch modifications, taking in to consideration requirements of Minnesota Statute 103E.

# Scope of Work

## *Project Understanding/Description*

We understand that Anoka County, in conjunction with the Coon Lake Improvement Association, wishes to investigate the possibility of redirecting part or all of the flow in County Ditch 56 into a manmade channel located just north and west of the boat launch (east of Thielen Boulevard) in East Bethel. This channel provides access to Coon Lake for properties located along the channel and becomes stagnant during the summer months. To facilitate this improvement, three distinct activities will need to be performed independently. They include:

1. Provide an engineering report consistent with Minnesota Statutes Chapter 103E.227 for impounding, rerouting, and diverting drainage system waters. This report will need to address all of the issues as required by Minnesota statutes for a project such as this.
2. Provide final design services for these selected improvements and prepare necessary permit applications.
3. Provide construction services as needed to facilitate project construction.

Outlined below is a breakdown of the tasks to be completed for each of the three project phases.

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## *Phase 1: Engineering Report*

### **Task 1: Gather Background Information/Hold Kickoff Meeting**

Background information for the project will be obtained from Anoka County, the Coon Lake Improvement Association, and other stakeholders having an interest in the project. Background technical information will also be gathered from a variety of sources to facilitate completion of all of the tasks. Specifically, at a minimum the following information will be gathered:

- Copies of Anoka County Ditch 56 ditch records
- Names and addresses of property owners in the original watershed district that were assessed to drain to the original ditch
- Available Topographic surveys of the outlet area
- Information on local property owner perspectives on the project
- Hydraulic, hydrologic and other available GIS data for the study area

It is understood that there is a concern that diverting all of the flow from the channel may not be acceptable to property owners west of the outlet and this concern will need to be addressed.

### **Task 2: Analysis of Diverting All or Portion of Flow from County Ditch 56 to Channel**

As part of this task, a design analysis will be completed to determine the extent to which base flows, typical rainfall event flows, and peak flows can be accommodated if a diversion project such as this one is implemented. As part of this analysis the hydraulic capacity of the ditch system in this reach under both existing and proposed improvement conditions will be evaluated and compared; the impact on upstream and downstream properties as it relates to flow velocities, flood stages, and sediment deposition will be evaluated; the potential impact of large flows in County Ditch 56 moving sediment into the lake that originates from the channel will be evaluated; and a brief investigation will be performed to determine if a slight flow could occur from east to west under Thielen Boulevard.

### **Task 3: Complete Preliminary Design of Infrastructure**

Using the information gathered in Task 2, a preliminary design of the necessary improvements will be developed. The design will take into consideration the use of reinforced concrete pipe, the installation of manholes to replace existing drywells, a perspective that some areas that may no longer needed to convey stormwater along the original ditch alignment, and other issues as identified.

### **Task 4: Prepare Cost Estimate**

A cost estimate for the preliminary design that was developed in Task 3 will be prepared.

### **Task 5: Quantification of Public Benefit**

As part of the preparation of the engineers report, an evaluation of the public benefit of this project will be made and, if possible, a finding indicating this project has public benefit will be provided.

### **Task 6: Make Determination if Drainage System Will Deprive or Affect Landowners**

As part of this task, an analysis will be completed and findings made as to if the proposed improvement will impair the utility of the drainage system or deprived affected upstream landowners the benefits they are currently receiving.

### **Task 7: Complete Flood Impact Analysis**

As part of this task, areas west of County Ditch 56 where there appears to be little freeboard to structures, a specific analysis will be completed to determine if the project could result in increased flooding in the area around the outlet. Findings regarding this analysis will be provided within the engineers report.

### **Task 8: Prepare Notice of Public Hearing**

WSB will prepare a formal notice of public hearing in strict conformance with Minnesota Statutes 103E.227.

### **Task 9: Develop and Present Engineering Report to Anoka County Board**

The findings of the analysis completed in the above tasks, the proposed preliminary design for the infrastructure needed to accomplish the flow diversion, a cost estimate, and other information as required by Minnesota statute 103E will be compiled and presented in an engineering report to the Anoka County Board at a Public Hearing.

### **Task 10: Provide Written Summary of Proceedings**

As part of this task, a written summary of the proceedings from Task 9 will be prepared. A recommendation of the advisability of implementing the next phase of the project will be provided to the Public Works Committee of the County Board and to the County Board in two separate meetings.

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## *Phase 2: Final Design Services*

Provided the Public Works Committee of the County Board and the County Board order moving ahead with final design services for the project, the final design phase of the project is detailed in the tasks below.

### **Task 1: Coordinate Design with Coon Lake Improvement Association and Anoka County**

As the final design is completed, the design will be coordinated with the Coon Lake Improvement Association and Anoka County. It is anticipated that three meetings will be held to facilitate this design coordination. Hard copies of the plans will be submitted at 75% and 95% complete stage for this review.

### **Task 2: Develop Traffic Control Plan**

This task includes the development of a traffic control plan that will ensure there is continuous access to Thielen Boulevard during construction.

### **Task 3: Submit Electronic Set of Plans and Specifications**

A complete set of plans and specifications will be delivered to Anoka County on a disc and these plans will become the property of Anoka County.

### **Task 4: Provide Updated Cost Estimate**

A cost estimate will be prepared when the 75% plans are completed and when the final plans are completed.

### **Task 5: Develop and Submit Permit Applications to Appropriate Agencies**

Permit applications will be prepared and submitted to the Sunrise River Watershed Management Organization, Anoka Conservation District, Board of Soil and Water Conservation, U.S. Army Corps of Engineers, and Minnesota Department of Natural Resources. We anticipate that most applications will be submitted along with 75% complete construction plans, so that input from the agencies can be received prior to the completion of final design. WSB will track each permit through its review process, be available to answer agency questions, provide additional information as needed, and make reasonable adjustments to the plans to reflect permit review comments.

### **Task 6: Provide Support for Geotechnical Investigations**

Should geotechnical work be needed, WSB will work a geotechnical consultant to define the scope of work needed and obtain information needed to facilitate the final design. Support of the geotechnical investigations are included as part of this work. However, payment to subconsultants for the geotechnical work would be outside of this scope of work.

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## *Phase 3: Construction Services*

WSB will provide construction services as need to facilitate the construction of this project consistent with the plans and specifications that were prepared. Construction services will include the following:

- Provide services needed during the bidding process, respond to contractor questions, prepare addenda as necessary
- Attend bid opening and tabulate bids after they are received by the County
- Review bids and provide a written recommendation on the award of bids to the Public Works Committee of the Anoka County Board
- Provide field staking of the appropriate components of the project for the contractor
- Provide in-field supervision of the construction and track all contract items for payment
- Provide support for all geotechnical and material testing that is needed to ensure that the construction materials used meet the requirements of the design. Payment of fees charged by the geotechnical consultant would be outside of this scope of work
- Prepare contract payment requests and final payment requests
  - WSB must verify the work that was completed was done satisfactorily and in conformance with the plans and specifications, track and record all contract items for payment, prepare contract payment and final payment requests.
- Prepare record drawings consistent with the requirements of Minnesota Statute Chapter 103E for such projects



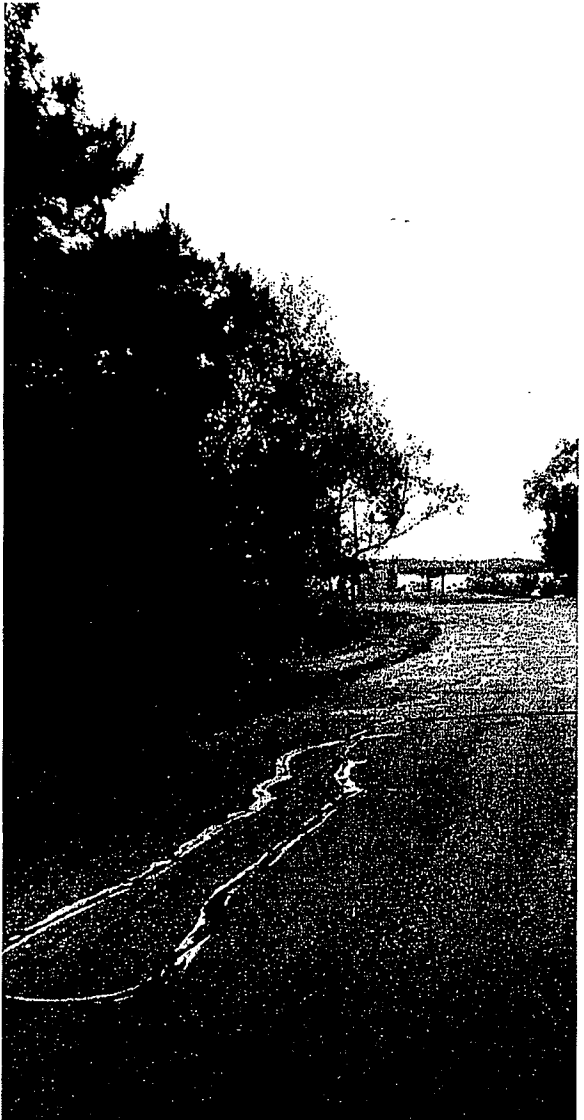
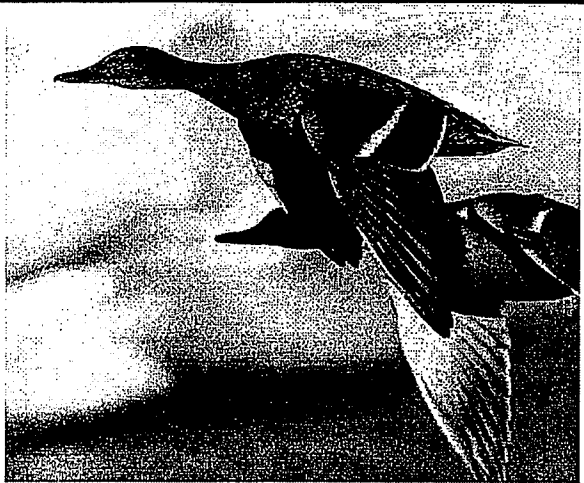


# Cost Estimate



Task	Personnel	Hours	Rate	Total
<b>1.1 Gather Background Information/Hold Kickoff Meeting</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	4	\$137	\$548
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	8	\$89	\$712
	(Clerical) Elizabeth Foster	4	\$62	\$248
<b>1.2 Analysis of Diverting All or Portion of Flow from County Ditch 56 to Channel</b>				
	Pete Willenbring	8	\$137	\$1,096
	Todd Hubmer	4	\$137	\$548
	Ted Wilkowski	8	\$107	\$856
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	16	\$89	\$1,424
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>1.3 Complete Preliminary Design of Infrastructure</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	2	\$137	\$274
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	8	\$107	\$856
	Rich Hibbard	10	\$89	\$890
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>1.4 Prepare Cost Estimate</b>				
	Pete Willenbring	3	\$137	\$411
	Todd Hubmer	1	\$137	\$137
	Ted Wilkowski	4	\$107	\$428
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	2	\$62	\$124
<b>1.5 Quantification of Public Benefit</b>				
	Pete Willenbring	2	\$137	\$274
	Todd Hubmer	1	\$137	\$137
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	1	\$62	\$62
<b>1.6 Make Determination if Drainage System Will Deprive or Affect Landowners</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	4	\$89	\$356
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>1.7 Complete Flood Impacts Analysis</b>				
	Pete Willenbring	2	\$137	\$274
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	12	\$89	\$1,068
	(Clerical) Elizabeth Foster	1	\$62	\$62
<b>1.8 Prepare Notice of Public Hearing</b>				
	Pete Willenbring	1	\$137	\$137
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	1	\$62	\$62
<b>1.9 Prepare and Present Engineering Report to Anoka County Board</b>				
	Pete Willenbring	8	\$137	\$1,096
	Todd Hubmer	2	\$137	\$274
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	4	\$89	\$356
	(Clerical) Elizabeth Foster	8	\$62	\$496
<b>1.10 Provide Written Summary of Proceedings</b>				
	Pete Willenbring	2	\$137	\$274
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	2	\$62	\$124
<b>Task 1 Total</b>				<b>\$15,248</b>
<b>2.1 Coordinate Design with Coon Lake Improvement</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	4	\$137	\$548
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	2	\$89	\$178
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>2.2 Develop Traffic Control Plan</b>				
	Pete Willenbring	0	\$137	\$0
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	2	\$107	\$214
	Rich Hibbard	2	\$89	\$178
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>2.3 Prepare and Submit Electronic Set of Plans and</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	4	\$137	\$548
	Ted Wilkowski	20	\$107	\$2,140
	Ed Youngquist	12	\$107	\$1,284
	Rich Hibbard	8	\$89	\$712
	(Clerical) Elizabeth Foster	0	\$62	\$0

<b>2.4 Provide Updated Cost Estimate</b>				
	Pete Willenbring	1	\$137	\$137
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	4	\$107	\$428
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>2.5 Develop and Submit Permit Applications to Appropriate Agencies</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	2	\$137	\$274
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	2	\$107	\$214
	Rich Hibbard	20	\$89	\$1,780
	(Clerical) Elizabeth Foster	8	\$62	\$496
<b>2.6 Provide Support for Geotechnical Investigations</b>				
	Pete Willenbring	1	\$137	\$137
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	4	\$89	\$356
	(Clerical) Elizabeth Foster	2	\$62	\$124
<b>Task 2 Total</b>				<b>\$11,392</b>
<b>Provide services needed during the bidding process, respond to contractor questions, prepare addendums as necessary</b>				
	Pete Willenbring	6	\$137	\$822
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	2	\$89	\$178
	(Clerical) Elizabeth Foster	4	\$62	\$248
<b>Attend bid opening and tabulate bids after they are received by the County</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	4	\$62	\$248
<b>Review bids and provide a written recommendation on the award of bids to the Public Works Committee of the Anoka County Board</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	2	\$62	\$124
<b>Provide field staking of the appropriate components of project for the contractor</b>				
	Pete Willenbring	0	\$137	\$0
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	8	\$107	\$856
	Rich Hibbard	8	\$89	\$712
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>Provide in-field supervision of the construction and track all contract items for payment</b>				
	Pete Willenbring	4	\$137	\$548
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	40	\$89	\$3,560
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>Provide support for all geotechnical and material testing</b>				
	Pete Willenbring	0	\$137	\$0
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	4	\$89	\$356
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>Prepare contract payment requests and final payment requests</b>				
	Pete Willenbring	6	\$137	\$822
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	0	\$107	\$0
	Rich Hibbard	2	\$89	\$178
	(Clerical) Elizabeth Foster	4	\$62	\$248
<b>Prepare record drawings consistent with the requirements of Minnesota Statute Chapter 103E for such projects</b>				
	Pete Willenbring	2	\$137	\$274
	Todd Hubmer	0	\$137	\$0
	Ted Wilkowski	0	\$107	\$0
	Ed Youngquist	8	\$107	\$856
	Rich Hibbard	0	\$89	\$0
	(Clerical) Elizabeth Foster	0	\$62	\$0
<b>Task 3 Total</b>				<b>\$11,126</b>
<small>* Construction observation cost are estimated and will be billed hourly at rate in conformance</small>				



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**EXHIBIT B**  
**PROFESSIONAL SERVICES (with auto)**  
**INSURANCE REQUIREMENTS**

All Vendors (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER: 2012-0285**

**1.1 Commercial General Liability.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.

1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.

1.1.3 The County's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.

1.1.4 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1.

**1.2 Professional Liability (errors & omissions) and Umbrella Liability Insurance.** Contractor will maintain Professional Liability (errors & omissions) insurance appropriate for the profession that they are engaged in, with a limit not less than \$1,500,000 per loss. Coverage under such a policy may not be subject to a deductible, not to exceed \$25,000 per occurrence.

Contractor must agree to:

- 1.2.1 Not make or accept any changes to such a policy maintain all claims-made form policy for at least two years following the completion of work.
- 1.2.2 All sub-consultants to the Contractor providing professional services under this contract will also provide evidence of professional liability insurance to Anoka County at the limits specified in paragraph 1.2.
- 1.3 **Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,500,000 each accident.
  - 1.3.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
  - 1.3.2 Coverage as required in paragraph in 1.3 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
  - 1.3.3 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.3.
- 1.4 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
  - 1.4.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
    - 1.4.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
    - 1.4.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
    - 1.4.1.3 A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
  - 1.4.2 **Waiver of Subrogation.** Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to

Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 1.5 Other Insurance Provisions

- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- 1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **GOVERNMENT IMMUNITIES ENDORSEMENT (This GOVERNMENT IMMUNITIES ENDORSEMENT shall be included on all insurance policies in favor of Anoka County.)**
  - 1.5.3.1 Non-waiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the County.
  - 1.5.3.2 Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity.
  - 1.5.3.3 Assertion of Government Immunity. The County shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the County.
  - 1.5.3.4 Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the County.
  - 1.5.3.5 No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- 1.5.4 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be

adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.

- 1.5.5 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.6 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.7 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.8 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.9 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.10 Acceptability of Insurer(s). Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.