

**CONTRACT FOR LOCAL IMPROVEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between \_\_\_Landbridge\_Ecological\_\_\_\_\_, an ecological restoration company located at \_\_\_670 Vandalia St, St Paul, MN 55114\_\_\_\_\_, \_\_\_\_\_ (“Contractor”), and the City of Columbia Heights, Minnesota, a Minnesota municipal corporation located at 3989 Central Ave NE, Columbia Heights, MN (the “City”):

## RECITALS

A. Contractor is engaged in the business of ecological restoration and management.

B. The City desires to hire Contractor to provide native vegetation landscaping and management.

C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.

D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and

Contractor agree as follows:

## AGREEMENT

1. **The Work.** Contractor shall perform the work more fully described in the attached Exhibit A (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached Exhibit B. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.

2. **Time for Completion.** Contractor shall commence Work not later than June 1, 2026. Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s authorized agent on or before November 30, of each contract year (the “Contract Time”). Contractor shall notify the City in writing of any cause of delay of the Work within 24 hours after such cause of delay arises. If Contractor fails to complete the Work by the Contract Time, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a

delay over which Contractor has no control, the City may, at its discretion, extend the Contract Time.

3. **Consideration.** The consideration, which the City shall pay to Contractor, shall not exceed \$ 35,362.06 . The consideration shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work.

Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty-five (35) days after receiving a statement from Contractor.

4. **Permits.** Contractor shall obtain, at its sole cost, all permits required for the performance of the Work.

5. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

6. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein.

In the event of a conflict among the various provisions of the Contract Documents, the terms shall be

interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents. In the event of a conflict between this Agreement and an Exhibit to this Agreement, this Agreement shall control.

7. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

8. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

9. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

10. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by a Certificate of Final Completion issued by the City, which

shall state the date on which the City accepts the completed Work (the “Final Completion Date”).

11. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor’s expense. Contractor’s warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

12. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the “Guarantee Period”). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor’s expense. Reasonable time will be defined by the City and may be based on applicable Federal, State, and local regulatory criteria and compliance schedules, or based on a schedule needed to perform corrections in accordance with industry standards of care.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment

of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

13. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
- b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- d. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement. In the event of a termination, the City shall pay Contractor for Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

14. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

15. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Work either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

16. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor

shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

17. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

18. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;
- c. Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
  - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - ii. Personal and advertising injury;
  - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;

- iv. Bodily injury or property damage arising out of completed operations; and
- v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Columbia Heights is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

19. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the City a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

20. **Performance and Payment Bond.** Prior to Commencement of the Work, Contractor shall make, execute and deliver to the City corporate surety bonds in a form acceptable to the City, in the sum of \$0 for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the project. Said bonds shall secure the faithful performance and payment of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

21. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

22. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the Work which Contractor is to perform and is customarily engaged in the independent performance of the same or similar work for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the Work is performed; however, the nature of the Work and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All Work provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

23. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the Effective Date. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

24. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor and supersede any other written or oral agreements between the City and Contractor.

25. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

26. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

27. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

28. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Work.

29. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

30. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

31. **No Discrimination.** Contractor agrees not to discriminate in providing the Work under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, gender, gender identity, gender expression, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the

Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Work under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

32. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is the City Forester and Stormwater Specialist, or designee. Contractor's authorized agent for purposes of administration of this contract is \_\_\_\_\_, Minnesota Operations Manager, or designee who shall perform or supervise the performance of all Work.

33. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

CONTRACTOR: Landbridge Ecological, 670 Vandalia  
St, St Paul, MN 55114

THE CITY: Columbia Heights Attn Drew Chirpich 3989 Central  
Ave NE, Columbia Heights, MN, 55421

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

34. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

35. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

36. **Payment of Subcontractors.** Contractor agrees to pay all laborers employed and all subcontractors furnishing material to Contractor in the performance of this contract. If

Contractor fails to pay any claims and demands for labor and materials, the City may apply the monies due to Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against Contractor. The amount of such payments shall be deducted from the balance due to the Contractor; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the contractor hereunder. Pursuant to Minnesota Statutes, Section 471.425, Subdivision 4(a), Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

37. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

38. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

39. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (pdf) and signatures appearing on electronic mail instruments shall be treated as original signatures.

40. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the City and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

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

Name:

Title:

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

Mayor

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

City Manager

**EXHIBIT A**  
**SCOPE OF WORK**

As part of its ongoing commitment to water quality, and the care and protection of the natural environment, the City of Columbia Heights has established native vegetation buffers around numerous ponds, wetlands, and streams in the community.

These buffers protect critical stormwater infrastructure, improve water quality and ecological diversity, and provide habitat for pollinators and other wildlife. Buffers are located adjacent to water bodies, and are required to be provided and maintained in accordance with state and local laws. Clean water and healthy ecosystems benefit all community members, especially those who have been impacted most and contribute the least to environmental harm.

Management of the buffers includes integrated plant management, native vegetation seeding, dormant mowing, and controlled burns to remove invasive, noxious, and undesirable vegetation, collectively promoting the successful long-term establishment of native vegetation.

**1. Work.** The Work shall include furnishing all labor, tools, materials, and equipment to restore, enhance, and maintain native vegetation buffers and landscapes at the locations shown on the site maps included in this Exhibit A. The Work shall occur throughout the growing season as specified in Exhibits B and C. The Work shall include the following:

**A. Integrated Plant Management (IPM)** – Perform a combination of hands-on management techniques used during the growing season. IPM tasks may include but are not limited to: hand pulling and cutting; complete site mowing; spot mowing; line trimming; spot burning; spot treatment; and woody plant management including removal and stump treatment.

**B. Dormant Mows** – Perform a dormant mow of an entire site to control annual weeds and promote the successful long-term establishment of native vegetation. Dormant mows shall be conducted in early spring, after prairie seeds have fallen and prior to undesirable species producing seed, unless otherwise approved by the City’s authorized agent.

**C. Controlled Burns** – Conduct controlled burns to replicate the natural and beneficial process of fire, promote the growth of native plants, and control weeds. Burns shall only be conducted by trained, certified personnel after obtaining the

proper permits and notifying the Fire Department, 911 dispatchers, and adjacent properties as specified in Exhibit B.

**D. Native Vegetation Seeding** – Perform seeding or inter-seeding as directed by the City, generally based on the density and extents of native vegetation.

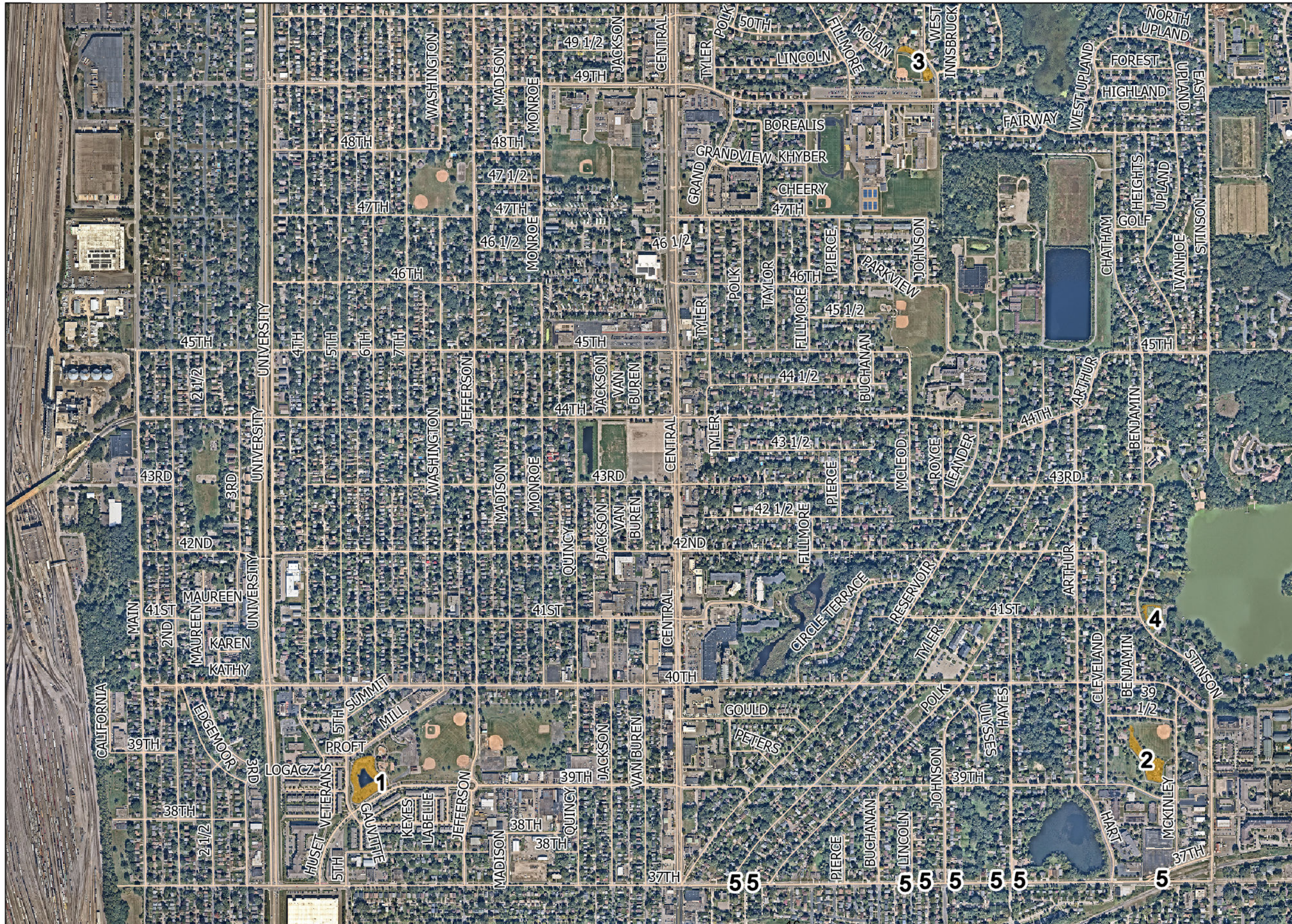
2. Location. Site location maps are in Exhibit A.

3. Contract Time. The Work shall commence no later than June 1, 2026, and conclude on or before November 30, of each contract year. The Contract term shall be for 3 years from the signing of the contract and conclude on December 1, 2028.



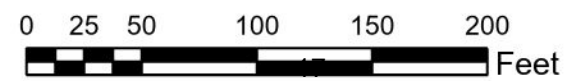
## Vegetated Buffer Management Areas

1. Huset Park West
2. Prestemon Park
3. Ramsdell Park
4. Silver Lake Boat Launch
5. 37th Ave Raingardens





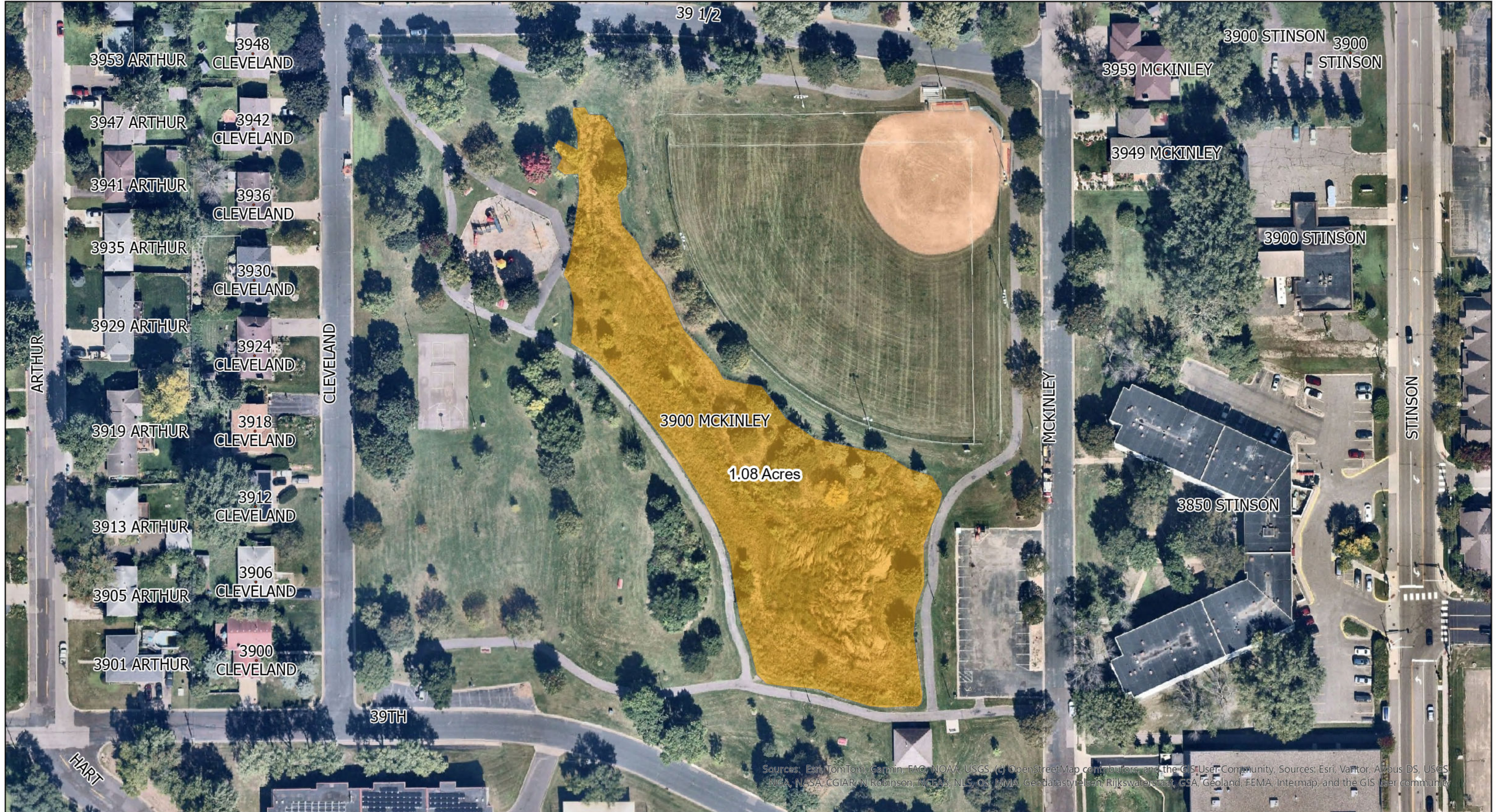
# Huset Park West



Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGLAR, N Robinson, NCEAS, Bedatasty, esen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS User Community



# Prestemon Park



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS User community

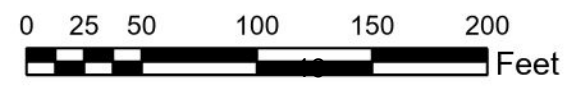




# Ramsdell Park



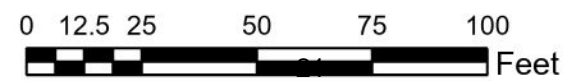
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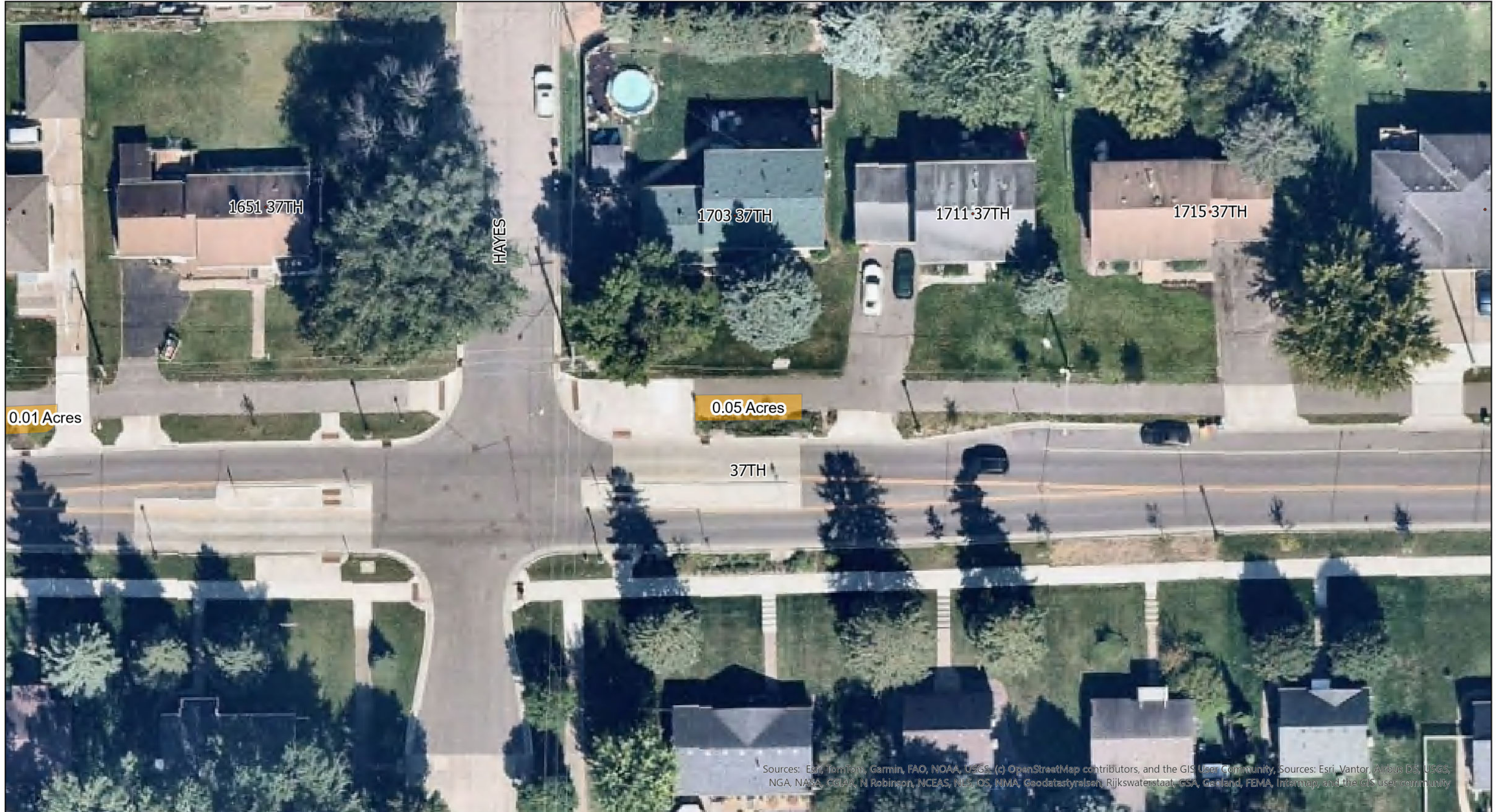


# 37th Ave Raingardens

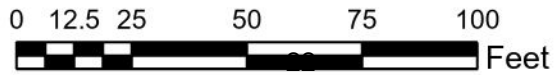




# 37th Ave Raingardens

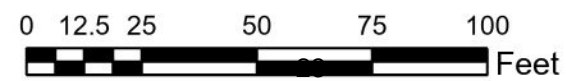
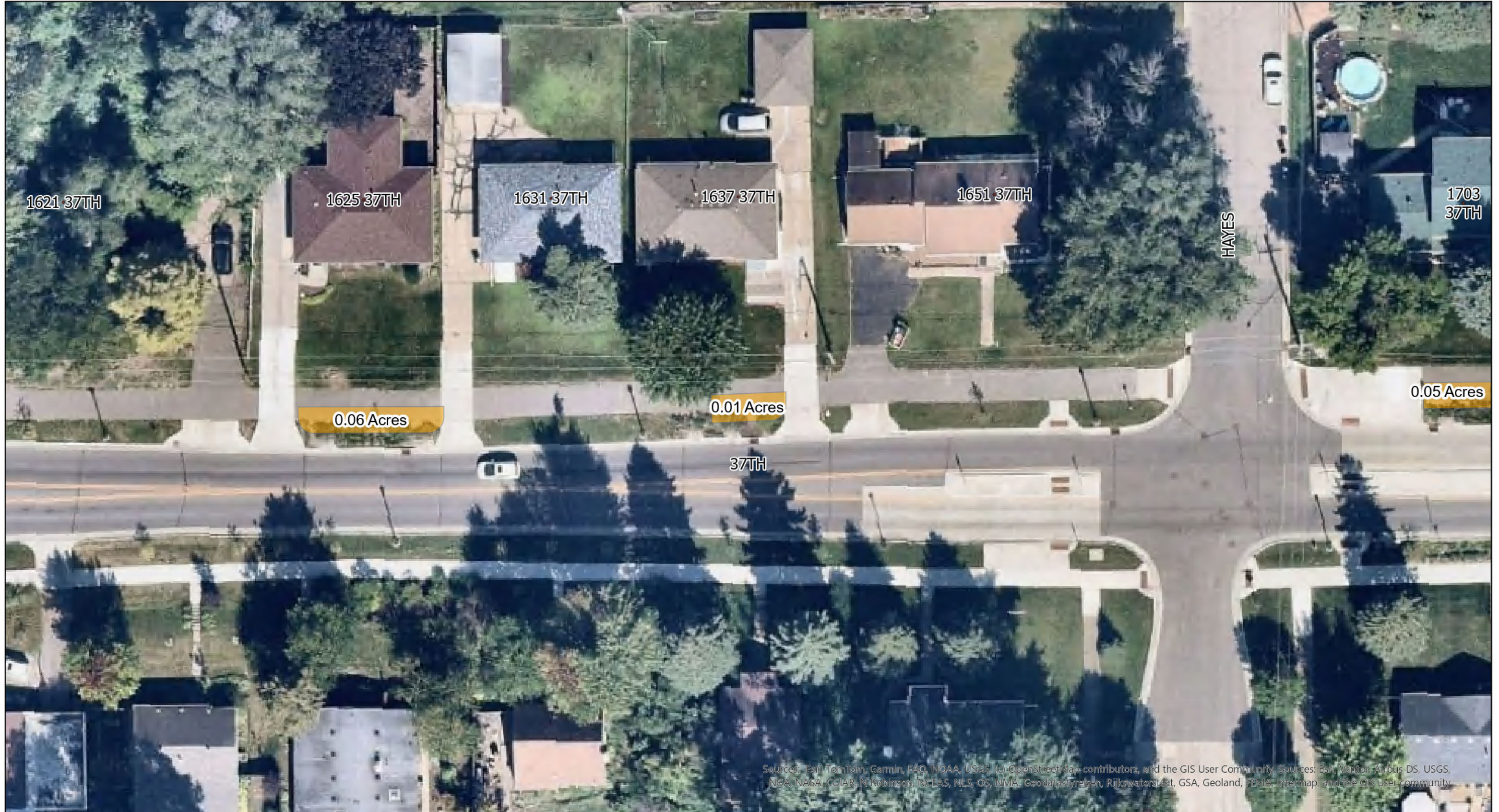


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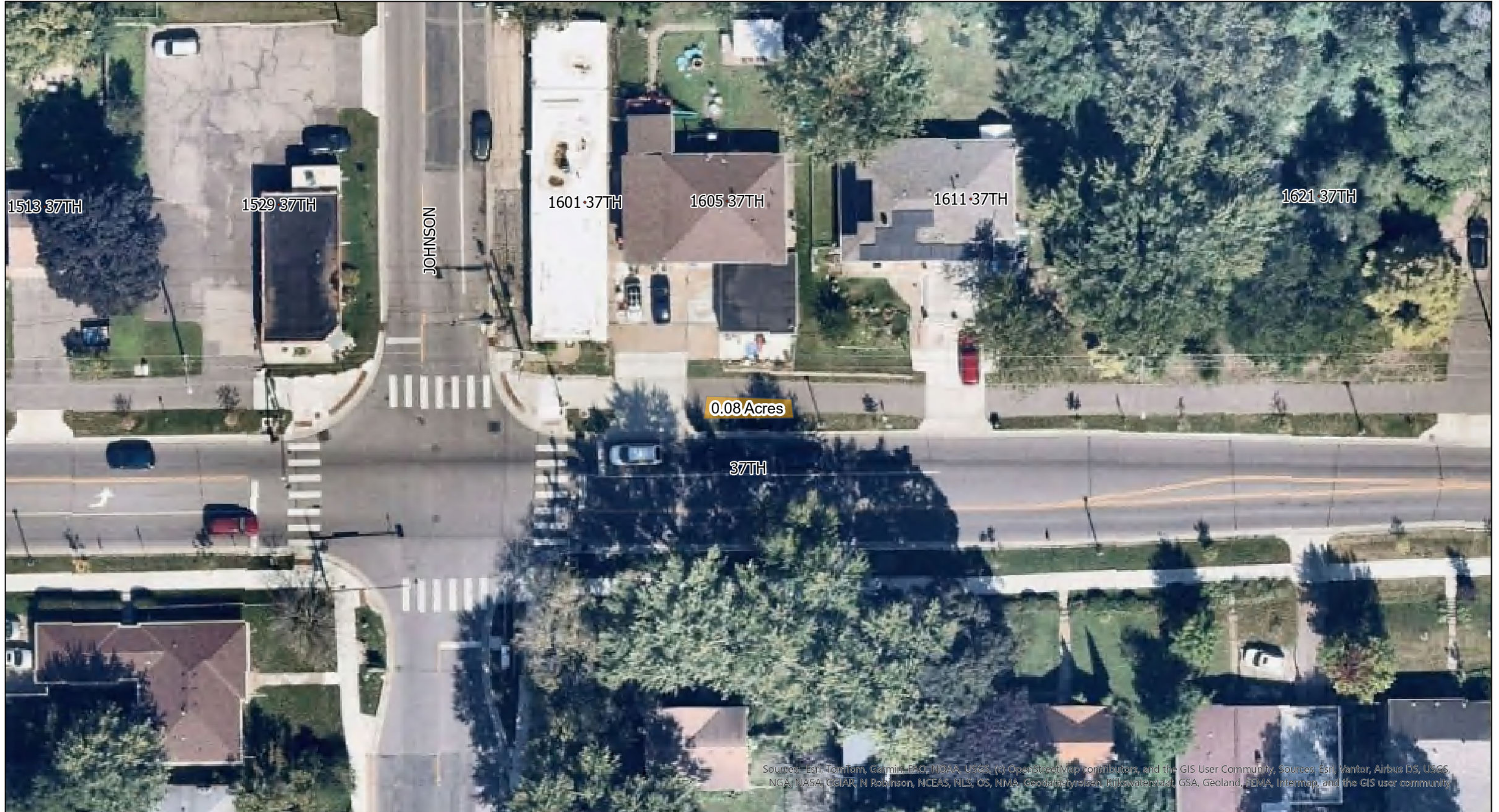


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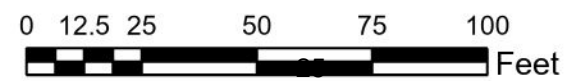




# 37th Ave Raingardens



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

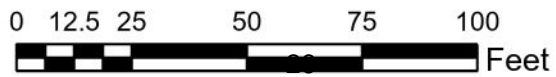




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**EXHIBIT B**  
**SPECIAL CONDITIONS**

**1. Pre-Construction Meeting.** Prior to beginning Work, a pre-construction meeting shall be held, and shall be attended by the authorized agents of the City and persons of the contracting company who will have direct responsibility for labor, materials, and equipment used on the project. The meeting will disclose all significant aspects for execution and schedule of the Work. Agreement on any and all questionable measurements, materials, methods or other matters shall be established at this meeting.

Contractor shall submit the following at the pre-construction meeting:

**A.** Critical path phasing plan and schedule, which details all controlling operations.

This shall be submitted a minimum of three (3) days before the pre-construction meeting.

**B.** List of products, materials, and equipment to be used for execution of the Work.

**C.** General project contact information including certifications and emergency contacts.

**D.** Traffic Control plan.

**2. Post-Construction Meeting.** Upon completion of the Work, Contractor shall meet with the City's authorized agents and provide a written summary (.doc and PDF format) of work completed for each site. The written summary shall include notable field observations and maintenance recommendations for the following year.

**3. Notification.** Contractor shall notify the City's authorized agent at least 24 hours in advance of mobilization and performing Work for each site, and within 24 hours of completing Work for each site. The Contractor shall notify the City within 24 hours after discovering bare or sparsely vegetated areas, fallen trees and branches, obstructions limiting access, or other issues impacting the Work.

**4. Use of Chemicals.** It is the City's policy to reduce the use of chemicals that have the potential to harm or impact wildlife, the natural environment, and human health. Alternatives to chemicals, such as manual removal methods, shall be given priority. If it is deemed necessary to use chemicals, the Contractor must obtain written permission from the City's authorized agent and take all necessary precautions and measures to protect the

safety of human health and the environment while working. Contractor shall adhere to the following guidelines whenever using chemicals at the site:

**A.** All chemicals shall be approved in writing by the City's authorized agent prior to application.

**B.** Contractor shall follow all label instructions for pesticides. Pesticides include herbicides, insecticides, fungicides and other products intended to prevent, destroy, repel or mitigate a pest and substances intended for use as a plant regulator, defoliant, or desiccant.

**C.** Contractor shall not use products containing neonicotinoids.

**D.** Applicators shall be Minnesota Department of Agriculture (MDA) licensed pesticide applicators and be trained in the proper techniques for handling and applying the chemicals used. For areas near water resources, Contractor shall use chemicals that are approved for use near water and adhere to all local, State, and Federal regulations. Contractor shall provide the City with records of applicable training and certifications.

**E.** Contractor shall use the minimum effective rate of the chemicals required to achieve sufficient efficacy against target species to promote successful long-term establishment of native vegetation.

**F.** Contractor shall avoid the use of chemicals within 24 hours prior to any rainfall or as otherwise indicated in the manufacturer's instructions, when wind speeds exceed the manufacturer instructions, or when the wind speed exceeds 10 miles per hour (MPH) if not otherwise specified by the manufacturer, or as otherwise approved by the City's authorized agent.

**G.** Contractor shall mark areas that are chemically treated with temporary signs approved by the City's authorized agent and shall remove signage at the appropriate time according to manufacturer's instructions. Signage must comply with all MDA guidelines.

**5. Disposal.** Contractor may dispose of plant materials by hauling them to an appropriate waste facility or by conducting a controlled burn. Before the movement of any invasive species, they must be rendered nonliving and nonviable and/or packaged, transported, and disposed of in accordance with all local, State, and Federal regulations. Contractor shall not conduct activities that spread invasive or noxious species or their seeds.

**6. Erosion and Sediment Control.** Contractor shall take all appropriate measures to prevent erosion and sediment transport from work sites to adjacent water bodies, trails,

and streets. Contractor shall notify the City's authorized agent of any temporary erosion and sediment control measures proposed prior to installation. The Work will not be considered complete until all required vegetation is properly established, and all temporary erosion and sediment control measures have been removed from the work sites. No additional compensation will be considered for erosion and sediment control.

**7. Integrated Plant Management (IPM).** IPM is a combination of vegetation management techniques used during the growing season. The goal of IPM is to remove invasive, noxious, or unwanted species to promote the long-term establishment of native vegetation. The method of control varies by species, density, and site-specific conditions. Contractor shall visit the work sites as necessary to develop an informed understanding of the sites and successfully conduct various IPM tasks, as necessary on a site-by-site basis. IPM tasks may include but are not limited to: hand pulling, cutting, complete site mowing, spot mowing, line trimming, spot burning, spot chemical treatment, and woody plant management including removal and stump treatment. Removal or treatment should be conducted prior to undesirable species going to seed.

Woody plant management includes removal, and potential treatment, of opportunistic (volunteer) trees and shrubs that sprout within the maintenance areas. Contractor shall remove all invasive and volunteer tree species as part of IPM, as well as any species that are identified as Eradicate, Control, or Restricted Noxious Weed species as specified by the MDA, or that pose a threat to beneficial plant diversity or stormwater management objectives as specified by the City. All IPM techniques shall be paid at the same rate. Payment shall be made at the contract unit price for IPM for each site, including all labor, materials, and equipment to complete the Work. Contractor shall follow the chemical usage guidelines in this Exhibit B, Section 4, if chemicals are used during IPM. Mechanical techniques shall be given priority over chemical techniques when considering methods. Chemicals must be approved by the City's authorized agent prior to use. All Work must comply with the procedures outlined in Minnesota Department of Natural Resources (MnDNR) Operational Order 113.

**8. Buckthorn Removal and Treatment.** Buckthorn removal is part of IPM (woody plant management) and shall be considered complete when all buckthorn has been removed, stumps have been treated, and all remnants have been rendered non-viable within the Work areas. Acceptable methods of disposal include bagging plants and removing all seeds, burning any remaining debris, or other methods as described in this Exhibit B, Section 5, or as approved by the City's authorized agent. Priority shall be given to mechanical means of removal before using herbicide. If the buckthorn is less than 3/8 inches in diameter, the plants may be pulled by hand. The buckthorn plant and roots shall

be completely removed to prevent re-sprouting. For plants greater than 3/8 inches in diameter but less than 2 inches in diameter, Contractor shall use a hand tool that removes the entire plant, such as an Uprooter, Root Talon, or approved equivalent. Contractor shall minimize soil disturbance to prevent buckthorn seed germination, restore and compact disturbed soil to match surrounding grade, and secure existing vegetation that has been uprooted or otherwise impacted during buckthorn plant removal. If removal of individual buckthorn plants is infeasible, Contractor may, with written approval from the City's authorized agent, spray the foliage of buckthorn plants or seedlings with an approved herbicide.

Buckthorn plants that are greater than 2 inches in diameter shall be controlled by cutting the stem at the soil surface, then covering or treating the stump with an herbicide approved by the City's authorized agent to prevent re-sprouting. Cutting may be performed using hand tools, chainsaws, or brush cutters. The root mass of plants greater than 4 inches in diameter shall be ground down before treatment. All plant stumps shall be chemically treated immediately after cutting (completed within 2 hours) using an herbicide approved by the City's authorized agent. Chemical control options include herbicides containing triclopyr (Garlon 3A/Vastlan, Garlon 4, or other brush killers with triclopyr) or glyphosate to prevent re-sprouting. Oil-based products of triclopyr ester (Garlon 4, Pathfinder II) may be applied when the temperature is below 32 degrees F. Contractor shall follow the chemical usage guidelines in this Exhibit B, Section 4 if using chemicals during buckthorn removal and treatment. All Work shall comply with the procedures outlined in MnDNR Operational Order 113.

**9. Controlled Burns.** A controlled burn is an important management tool to replicate the natural and beneficial process of fire, promoting the growth of native plants and controlling weeds. Contractor shall notify the City at least four weeks in advance if it intends to conduct a controlled burn and must obtain prior written approval from the City's authorized agent and Fire Chief to conduct the controlled burn. Approximately two to three weeks prior to the burn, the City will mail an advance notification letter to properties located within 500 feet of the controlled burn limits. On the day of the controlled burn, Contractor shall attempt to notify all residents and businesses adjacent to the planned burn limits by knocking on doors and providing informational door hangers describing the burn process and potential temporary impacts, including but not limited to smoke production. Before conducting a controlled burn, Contractor shall obtain all required permits and approvals from the MnDNR and the City's Fire Chief or their designee. Contractor shall notify the 911 Dispatch Center before and after the controlled burn. Controlled burns shall only be conducted by trained crews certified through the National Wildfire Coordinating Group with a minimum of a S130 or S190 certificate or through the

MnDNR Prescribed Burn Qualification track. At least one supervisory staff member per crew must have active certification related to one of the above programs, and provide records of qualifications to the City's authorized agent.

To minimize risk to residents and property, controlled burns may only be conducted when:

- Fuel in the burn area is dry.
- Wind velocities are moderate, 5 - 15 MPH, in a direction that results in the least amount of smoke impact to residents, businesses, buildings, and high-volume roadways.
- Humidity is 35% - 80%.
- Air temperature is 32° - 65° F.

Because of these variables, the exact timing may not be known until the day before or the day of the burn. When conducting a controlled burn, Contractor shall target dense areas of invasive species. Contractor shall avoid burning at least 25% of the buffer area, ideally the best established with native species, to maintain it as a refuge area for wildlife. Contractor shall identify and protect all existing infrastructure, trees, and shrubs in or near the controlled burn area. All Work shall comply with the procedures outlined in MnDNR Operational Order 47 Prescribed Burning and the MnDNR Prescribed Burn Handbook 2020 (March 2024 revision). Controlled burns shall be paid at the contract unit price for each site and includes all labor, materials, and equipment necessary to conduct the controlled burn.

**10. Dormant Mows.** A dormant mow helps to control annual weeds and allow desirable native species to thrive. Dormant mows shall be conducted in early spring after prairie seeds have fallen and prior to undesirable species producing seed. If undesirable species have produced seed, a mow shall not be conducted. Dormant mows shall be paid at the contract unit price to mow each site and includes all labor, materials, and equipment required to complete the dormant mow.

**11. Native Vegetation Seeding (2575).** If the native vegetation within a site is sparse, lacking adequate coverage, or must be re-established or expanded, the Contractor may be directed to seed or inter-seed with a native seed mix and temporary cover crop appropriate for the site. The seed mix must be approved in writing by the City's authorized agent prior to seeding. Seed mixes may include, but are not limited to, Minnesota Department of Transportation (MnDOT) 33-261 Stormwater South & West, MnDOT 35-241 Mesic Prairie, MnDOT 36-211 Woodland Edge South & West, or equivalent seed mixes per MnDOT Seeding Manual 2024, or other similar seed mixes as directed by the City's authorized

agent. Contractor shall properly prepare the seed bed prior to seeding in accordance with MnDOT specifications. Soil disturbance shall be minimized to the extent feasible. Seed bed preparation may include but is not limited to dragging, tilling, raking, topsoiling, disking, and installation of erosion control blanket as specified herein. Contractor shall be solely responsible for repair of any seeded areas that wash out, erode, or fail to sufficiently establish prior to the acceptance with no additional compensation.

Contractor shall install erosion control blankets on all seeded areas within the calculated high water level of water bodies, and slopes 3:1 (H:V) or steeper. Erosion control blankets shall consist of natural net or biodegradable material, with no synthetic netting. Any alternative product must be approved by the City's authorized agent prior to use. Straw mulch may be considered in areas where existing vegetation prevents the feasible use of erosion blanket, subject to approval by the City's authorized agent. Contractor shall install all erosion control blanket according to MnDOT Specification 3885, fastened with biodegradable staples or approved alternate.

Contractor is responsible for successful establishment of the seed and shall replace all unsuccessful seeding until adequate native vegetation is established, within the contract time. This includes watering the areas as necessary and as directed by the City's authorized agent to promote growth. Insufficient establishment shall be defined as any spots, areas, or patches that have shorter, sparser, or otherwise limited establishment relative to satisfactory areas. Contractor shall repair all areas that have insufficient establishment as directed by the City's authorized agent, within seven (14) days of being notified of insufficient growth. Vegetation establishment shall be considered satisfactory when the site-specific goals for a site are achieved, as agreed upon between Contractor and the City's authorized agent. Satisfactory completion shall be verified in writing by the City's authorized agent.

Measurement and payment for Native Vegetation Seeding shall be made on an ACRE basis at the contract unit price. Payment shall be compensation for all materials, labor, equipment, erosion control, and maintenance necessary to complete the work as required by the City's authorized agent. No additional payments will be made for erosion control, multiple mobilizations or seeding costs to install or reseed areas that have failed to grow. The Contractor shall not be paid twice for seeding the same area. Contractor shall provide seed tag and seed invoice for verification prior to payment.

**12. Safety Precautions and Accident Prevention.** The Contractor shall observe and comply with all requirements for the safety of the workforce to be employed on the project. Contractor shall comply with all safety measures recommended and required by any governmental agency, including the Department of Labor and Industry, Division of Accident

Prevention of the Industrial Commission of Minnesota, and with the requirements of the Worker's Compensation Act and any amendments thereof. Attention is called to the other paragraphs of these Special Conditions covering safety precautions and accident prevention. The Contractor shall be responsible for all safety issues on this project. The Contractor shall comply with instructions from the City for implementing any additional requirements for safety concerns.

**13. Locating Utilities.** Prior to the Work, Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas mains and other private utilities, as well as, public utilities of the City, County or State, which may be underground or overhead within public property, street and highway rights-of-way or within easements and which may be interfered with by the Work. Contractor shall be responsible for verifying all utility location by contacting Gopher State One-Call (651.454.0002). Contractor shall also make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work. Contractor shall not claim or be entitled to receive compensation for any damages sustained by reason of the inaccuracy or the omission of any of the information given relative to the surface, overhead or underground structures or by reason of Contractor's failure to properly protect and maintain such structures.

**14. Mobilization.** The mobilization shall be included in the base price in all aspects of Work and shall include mobilization to all of the areas identified in the Site Location Maps herein at Exhibit A. No additional compensation will be considered for mobilization.

**15. DOT Compliance.** All of Contractor's drivers performing work for the City must be in compliance with Department of Transportation (DOT) requirements related to holding a Commercial Driver's License (CDL). Contractor shall be responsible for ensuring its own compliance with all applicable DOT regulations and requirements, including but not limited to DOT regulations related to drug testing and the maintenance of drug testing records. Contractor shall indemnify and hold harmless the City for any fines incurred as a result of Contractor's failure to comply with DOT requirements as set forth above. It shall be Contractor's responsibility to comply and provide evidence to the City of DOT compliance upon request.

**16. Hours of Operation.** Work shall occur Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays, unless approved in writing by the City's authorized agent. The City may require Contractor to perform Work at times other than those indicated if the City's authorized agent deems it is in the best interest of the City and its residents. No claims for extra compensation will be considered for complying with this requirement.

**17. Noise Elimination.** The Contractor shall eliminate noise to the maximum extent practicable at all times. Air compressing equipment shall be equipped with silencers, and the exhausts of all gasoline motors or other power equipment shall be provided with mufflers approved by the manufacturer.

**18. Care of Work.** All work under this contract shall be accomplished with reasonable care and minimal damage to affected properties. The Contractor shall provide quality cleanup after removal and repair of any damage done by the Contractor's equipment.

**19. Traffic Control and Maintenance.** Traffic control shall be included in the base price for all aspects of Work and shall include any traffic control necessary to complete the Work. Contractor shall maintain traffic at all times while performing the Work in accordance with the current Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) and its supplements, or as deemed necessary by the City's authorized agent, when the Work occurs on or adjacent to any street, alley or public place. Contractor shall provide all construction signage and traffic control devices for the protection of persons, property and the Work. Contractor shall be responsible for maintaining traffic control devices during the Work. In the event that the City must install additional signs for traffic control for safety purposes, the cost for such measures shall be billed to Contractor or withheld from monies due. The Contractor shall be held responsible for all damage from failure to protect the work zone. No additional compensation will be considered for traffic control.

**20. Manual References.** The Specifications which apply to the Work shown in the Plans shall be as follows:

**A.** Special Conditions in Exhibit A and this Exhibit B.

**B.** The most current edition of the Minnesota Manual on Uniform Traffic Control Devices and its supplements.

**C.** Division I, 1512 (Unacceptable and Unauthorized Work) of the most current edition

of the MnDOT Standard Specifications for Construction and Supplemental Specifications shall apply, except as modified or supplemented herein.

**D.** Division II (Construction Details) and Division III (Materials) of the most current edition

of the MnDOT Standard Specifications for Construction and Supplemental Specifications shall apply, except as modified or supplemented herein.

## E. ANSI A300 Manual.

**21. Tree and Landscape Preservation.** Contractor shall protect existing trees and shrubs that may be impacted by the Work, including but not limited to, cutting, breaking, or shredding of roots; wounding or scraping of trunks and branches; smothering of root systems by stockpiling of construction materials or excavated materials within their drip lines; excess foot or vehicular traffic; or parking of vehicles within their drip lines. All branches that have been damaged by Contractor shall be properly trimmed in accordance with National Arboriculture Standards by the end of the workday. Contractor shall have on-site an approved wound dressing to be applied to freshly cut branch ends immediately (within 10 minutes) after damage to prevent insect infestation and disease. Contractor shall also notify the City's authorized agent immediately of any damaged branches. When excavating near trees,

Contractor shall cut cleanly back to the soil line, all exposed, shredded or torn roots greater than 1-1/2" in diameter, with proper pruning equipment. The cost to cut roots shall be incidental for which there shall be no direct compensation. When excavating or sloping within fifteen (15) feet of any tree, Contractor shall coordinate all such efforts with the City Forester. Standard excavation procedures may need to be modified for large trees that have their trunks closer than five (5) feet from the excavation or sloping limits. Contractor shall be required to provide protection to all exposed oak tree roots that are cut prior to July 1. Contractor shall have on-site an approved wound dressing to be applied to freshly cut root ends immediately (within 10 minutes) after excavation to prevent oak wilt infection. Wound dressing will not be permitted for any other situation other than oaks damaged by construction before July 1. Contractor shall coordinate all such work with the City Forester.

**22. Measurement and Payment.** Payment for all items for this project shall be by the unit price as stated in Exhibit C. The estimated quantities on the Proposal form are for determination of the lowest cost for the Work. The City reserves the right to increase or decrease quantities shown on the Proposal to stay within the amount budgeted by the City. No claims for extra compensation due to increased or decreased quantities shall be considered. Contractor shall submit all final quantities to the City within thirty (30) days after completion of the Work.

**EXHIBIT C**  
**PROPOSAL**

The undersigned hereby certifies that an examination has been made of the scope and location of work and hereby proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified in the manner and at the time prescribe; and understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understands all quantities of work, whether increased or decreased, are to be performed at the following unit prices.

Item Number	Description	Units	Estimated Quantity	Unit Price	Amount
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**INTEGRATED PLANT MANAGEMENT (IPM)**

1	Huset Park West	EA	3	\$ _____	\$ _____
2	Prestemon Park	EA	3	\$ _____	\$ _____
3	Ramsdell Park	EA	3	\$ _____	\$ _____
4	Silver Lake Boat Launch	EA	3	\$ _____	\$ _____
5	37 <sup>th</sup> Ave Rain Gardens	EA	3	\$ _____	\$ _____

**DORMANT MOWS**

6	Huset Park West	EA	1	\$ _____	\$ _____
7	Prestemon Park	EA	1	\$ _____	\$ _____
8	Ramsdell Park	EA	1	\$ _____	\$ _____
9	Silver Lake Boat Launch	EA	1	\$ _____	\$ _____

**CONTROLLED BURNS**

10	Huset Park West	EA	1	\$ _____	\$ _____
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11	Prestemon Park	EA	1	\$ _____	\$ _____
12	Ramsdell Park	EA	1	\$ _____	\$ _____
13	Silver Lake Boat Launch	EA	1	\$ _____	\$ _____

**NATIVE VEGETATION SEEDING**

14	As Instructed	AC	1	\$ _____	\$ _____
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