

**SERVICES AGREEMENT**  
**Contract No. L31023**

This agreement (“Agreement”) between the City of Duluth, a Minnesota municipal corporation (“City”) and NORTHERN ECOLOGICAL SERVICES, LLC (“Northern” or “Service Provider”), with offices located at 101 East Highway 61, PO Box 1, Esko, MN 55733.

WHEREAS, City desires to enter into an agreement with a service provider to provide invasives removal and treatment;

WHEREAS, City issued a Request for Bid (the “RFB”) for terrestrial invasive species removal and treatment in two management units in Hartley Natural Area, and four management units in the St. Louis River Natural Area (the “Services”);

WHEREAS, Northern is in the business of providing invasives removal and treatment services to its customers;

WHEREAS, Northern submitted a Response to the RFB (the “Response”) and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected Northern as the lowest responsible bidder and wishes to engage Northern to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Terrestrial invasive species removal and treatment, described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the “Rates”) for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed One Hundred Fifty-Eight Thousand, Two Hundred Fifty and 00/100 Dollars (\$158,250.00) unless the contract is modified by formal amendment. Payments shall be made from fund 205-130-1220-5441, CM205-SLRNA-Phase II. Service Provider shall be paid for the Services within thirty (30) days of the City’s receipt of an invoice.

3. Term; Termination. The term of this Agreement shall commence on the date of attestation and shall continue, unless earlier terminated as provided for herein, until December 31, 2024 (the “Term”) Either party may terminate this Agreement at any time prior to the end of the Term due to the other party’s material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party’s reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach.

4. Representations and Warranties. Service Provider represents and warrants that:

i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.

ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(1) Workers compensation insurance in accordance with applicable law.

(2) Commercial General and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit shall be in a company approved by the City of Duluth and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

(3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies, and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation provision included.

B. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

6. Indemnification.

To the fullest extent permitted by law, Service Provider shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Service Provider arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Service Provider. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Service Provider shall not have the obligation to indemnify the City for its intentional, willful or wanton acts.

**The Service Provider understands this provision may affect its rights and may shift liability.**

7. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

*[Remainder of page intentionally left blank. Signature page to follow.]*



**EXHIBIT A**

**RESPONSE TO REQUEST FOR BID**

SEE ATTACHED

Jeff Stedman  
Project Manager



## Contact

**Northern Ecological Services, LLC**

101 E HWY 61

PO Box 1

Esko, MN 55733

218-590-7835

[jstedman@necoservices.com](mailto:jstedman@necoservices.com)

<https://www.necoservices.com/>

Federal ID: 84-2150943

MN State ID: 6288182

Dear City of Duluth,

I am incredibly pleased to endorse our project team at Northern Ecological Services and present this proposal for invasives removal and treatment in the Saint Louis River and Hartley designated natural areas in Duluth, MN. Northern Ecological Services is a minority and women owned small business whose purpose is to restore and protect limited resources and maintain native plant biodiversity. Our highly skilled local 12-member team in Northern Minnesota has a senior manager and crew leads with decades of experience collaborating with a diverse clientele using a versatile set of skills in ecological restoration, land management, erosion control, and long-term maintenance.

Over the years Northern Ecological Services has completed projects with positive impacts and have gained relevant land management experience in and around the Duluth area, including countless hours removing and treating terrestrial invasive species. Our team's experience in completing projects with minimal disturbance and with precision will meet your requirements. Northern Ecological Services shares your same goals and mission of restoring natural areas back to native flora and preventing invasive plants from altering and changing the natural ecosystem. Included in the proposal are three projects highlighting our team members' direct experience and collaboration with vegetation management and ecological restoration projects in the City of Duluth.

Northern Ecological Services will partner with Short Elliott Hendrickson, Inc. (SEH) for technical assistance. SEH has environmental scientists and engineers whose mission is to protect natural resources (<https://www.sehinc.com/>). SEH will provide scientific mapping and documentation of invasive plant removal and treatment for the proposed specified areas, taking care to inspect vehicles and clothing for invasive species to prevent spread between areas. Botanists and GIS professionals at SEH have experience in Native Plant Community (NPC) classifications and GIS mapping of NPCs.

# Grassy Point Restoration

Duluth, MN (2022-2023)



## Project Location

Grassy Point  
4901 Leisure Street  
Duluth, MN 55807

Jeff Stedman  
Project Manager  
Northern Ecological Services  
101 E Hwy 61  
Esko, MN 55733

Grassy Point is part of a habitat restoration project in the City of Duluth and runs along the Saint Louis River Estuary serving the historical Irving neighborhood. Northern Ecological Services installed 6,871 native trees and shrubs, seeded 27.5 acres with native seeds, and treated 7.5 acres for invasive species. In addition, twelve forest canopy gaps were created by removing mature trees with minimal equipment to prevent disturbance to non-targeted species. The stumps were treated with herbicide to prevent re-spouting. Care was taken that equipment was cleaned and inspected following Minnesota Department of Natural Resources Operation Order 113 to prevent the spread of invasive species.

Native trees were planted in the canopy gaps that matched the site conditions. The trees were protected from animal browsing with fencing, and shrubs were planted in open zones.

Invasive species control included Common Buckthorn (*Rhamnus cathartica*), Glossy Buckthorn (*Frangula alnus*), Eurasian Honeysuckle (*Lonicera spp.*), and any other species encountered on the MN state noxious weed list on site or in the vicinity of the project area.

(<https://www.mda.state.mn.us/plants-insects/minnesota-noxious-weed-list>)



# Piedmont Park

Duluth, MN (2020-2023)



## Project Location

Piedmont Park  
2302 W 23<sup>rd</sup> Street  
Duluth, MN 55811

Jeff Stedman  
Project Manager  
Northern Ecological Services  
101 E Hwy 61  
Esko, MN 55733

Piedmont Park provides natural areas and serves the Piedmont neighborhood in the City of Duluth. Northern Ecological Services provided invasive clearing/grubbing/burning, wetland restoration, deciduous tree and shrub planting, and native seeding. The total project covered eleven acres followed by three years of maintenance.

Northern Ecological Services planted forty-eight deciduous trees and shrubs and seeded four acres in Piedmont Park. Herbicide application included spot spraying targeted species like Common Buckthorn (*Rhamnus cathartica*), and Eurasian Honeysuckle (*Lonicera spp*). Buckthorn in the park was also cut, piled, and burned.

Northern Ecological Services skillful and professional team helped reduce the harmful impacts of invasive plant species and helped restore native plants to Piedmont Park.

## Project Locations

- Waabizheshikana (Marten) Trail
- Hartley Park
- Knowlton Creek Forest
- DWP Roundhouse
- Corner of the Lake Park (Sister Cities Gardens)
- Lincoln Park

Jeff Stedman  
Project Manager  
Northern Ecological Services  
101E Hwy 61  
Esko, MN 55733

Northern Ecological Services provided invasive species management at various locations in the City of Duluth to join the mission to help the community protect and restore land from invasive species damage. Northern Ecological Services experienced team spot sprayed and pulled targeted plant species indicated on the city plan and other species from the MN state noxious weed list.

<https://www.mda.state.mn.us/plants-insects/minnesota-noxious-weed-list>

For the listed project locations in the City of Duluth, the team chemical spot sprayed and/or removed Common Buckthorn (*Rhamnus cathartica*), Barberry Amur Maple (*Acer ginnala*), Wild Parsnip (*Pastinaca sativa*), Canada Thistle (*Cirsium arvense*), Reed Canary Grass (*Phalaris arundinacea*), Siberian Pea Shrub (*Caragana arborescens*), Common Tansy (*Tanacetum vulgare*), Bird's-foot Trefoil (*Lotus corniculatus*), Eurasian Honeysuckle (*Lonicera spp*), and other encountered species on the MN state noxious weed list. The team also provided animal browsing protection for native woody shrubs and tree plantings. The entire project totaled 212 acres.

By providing these services, Northern Ecological Services and its team members helped the Duluth communities mission to restore and enhance prairies/meadows and protect native tree and shrub plantings.

Northern Ecological Services is qualified to provide full-service restoration and land management resources ranging from project design to future maintenance. We are eager to partner with you and are committed to restoring natural vegetation and ecosystem services to the City of Duluth and surrounding communities.

Thank you for your time and consideration. Please contact me using the phone number provided if you require further information or have questions concerning this proposal.

Sincerely,

Jeff Stedman  
Chief Operations Officer

A handwritten signature in black ink, appearing to read 'Jeff Stedman', with a long horizontal line extending to the right.



### Invasives Removal in Hartley Nature Center and St. Louis River Natural Areas

Item No.	Mgmt Unit	Description	START DATE	END DATE	DURATION in days	COMMENTS
1	Hartley Natural Areas	Herbaceous Invasive Treatments Hartley Natural Areas	6/17/24	6/19/24	3	NW Unit and SE Unit
2	St.Louis River Natural Areas	Herbaceous Invasive Treatments St. Louis River Natural Areas	6/24/24	6/27/24	4	Chambers Grove, North Bay, Munger Landing and Kingsbury Bay
3	Hartley Natural Areas	Woody Species Foliar Applications Hartley Natural Areas	10/7/24	10/11/24	5	NW Unit and SE Unit
4	St.Louis River Natural Areas	Woody Species Foliar Applications St.Louis River Natural Areas	10/14/24	10/25/24	12	Chambers Grove, North Bay, Munger Landing and Kingsbury Bay
5	Hartley Natural Areas	Cutting and Stump Treatments Woody Species Hartley Natural Areas	11/4/24	11/8/24	5	NW Unit and SE Unit
6	St.Louis River Natural Areas	Cutting and Stump Treatments Woody Species St.Louis River Natural Areas	11/11/24	11/29/24	19	Chambers Grove, North Bay, Munger Landing and Kingsbury Bay
7	All Sites	Mapping of Treatment Areas	12/2/24	12/4/24	3	Hartley and St. Louis River Natural Area Sites



### Invasives Removal in Hartley Nature Center and St. Louis River Natural Areas



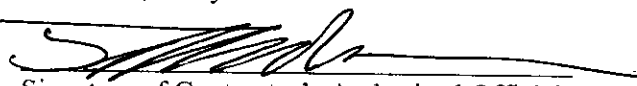
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] JEFF GEDMAN certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] NORTHERN ECOLOGICAL certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

COO / PARTNER  
Name and Title of Contractor's Authorized Official

4/16/24  
Date



Quote 4/15/24  
 101 E Highway 61  
 PO Box 1  
 Esko, MN 55733

Prepared for: City of Duluth

Jeff Stedman  
 jstedman@necoservices.com  
 218-590-7835

Hello City of Duluth,

Below is our cost proposal for the St.Louis River and Hartley Nature Center Invasive Species Removal Project. Please let me know if you have any questions.

Thanks, Jeff

Services	Unit	Rate	Total
<b>Saint Louis River Natural Areas</b>			
Herbaceous Invasive Species Treatments	252 ACRES	\$30	\$7560
Spot Spraying Small Woody Invasive Species	252 ACRES	\$120	\$30,240
Cutting/Slashing/Treating Woody Invasive Species	252 ACRES	\$300	\$75,600
<b>Hartley Nature Center Areas</b>			
Herbaceous Invasive Species Treatments	95 ACRES	\$30	\$2850
Spot Spraying Small Woody Invasive Species	95 ACRES	\$216	\$20,520
Cutting/Slashing/Treating Woody Invasive Species	95 ACRES	\$184	\$17,480
Mapping of Treatment Areas (work performed by SEH)	LS	\$4000	\$4000
		<b>Total</b>	<b>\$158,250</b>