

# EXHIBIT A

## SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date") by and between the City of Duluth, ("City"), and Prairie Restorations, Inc. ("PRI").

WHEREAS, City applied for and received a Legacy Amendment grant through the Minnesota Department of Natural Resources (the "Grant") to fund improvements in Hartley Park (the "Park"); and

WHEREAS, the Grant will, among other things, fund the removal of invasive species and restoration of the Park (the "Project"), and

WHEREAS, City issued a Request for Proposals (the "RFP") for the Project. A copy of the RFP is attached hereto as Exhibit A; and

WHEREAS, PRI submitted a proposal, including a response to clarification questions, in response to the RFP (the "Proposal") and the City has identified PRI's Proposal as the highest scoring, based on a review of the Proposals. A copy of the Proposal and PRI's response to the clarification questions is attached hereto as Exhibit B; and

WHEREAS, PRI has represented itself as fully capable, qualified, and willing to perform the services set forth in the RFP and its Proposal, specifically in the Work Plan for 105 acres on pages 4, 5, and 6 (the "Services");

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### 1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation or designee ("Manager") and PRI shall be defined as the Executive Director or designee ("Executive Director").

### 2. SERVICES.

PRI will provide sufficient staff members to perform the Services required for the Project, and shall be responsible for payment of all payroll and expenses relating to its provision of staff.

PRI shall ensure that its staff members perform the Services in a professional and diligent manner and shall use its best efforts to perform the Services in accordance with Project timelines and schedules.

PRI shall comply with all terms and conditions of the Grant as it applies to the Services provided by PRI. A copy of the Grant is attached hereto as Exhibit C.

### 3. FEES AND REPORTING.

It is agreed between the parties that PRI's fee for this Agreement shall not exceed the sum of Sixty-Five Thousand and 00/100th dollars (\$65,000.00) inclusive of all expenses associated with the Project, payable from Fund 205-130-1220-5530. PRI shall submit invoices for services on a monthly basis to the attention of Manager, 411W. 1st Street, Duluth, 55802. PRI shall include payroll records of staff working on the Project along with any other documentation that the Manager shall reasonably request. Invoice payments will be made upon review of the payroll records by the Manager.

PRI agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all books, records, documents, and accounting procedures and practices related to the Project are subject to examination by the City or the

State Auditor for six (6) years from the date of final payment under this contract.

#### 4. TERM AND TERMINATION OF AGREEMENT

This Agreement shall be deemed to commence on the Effective Date and shall continue through June 30, 2017 unless earlier terminated as provided for herein.

This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other.

#### 5. INDEMNIFICATION

The PRI will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

#### 6. INSURANCE

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in Paragraph 6 above, subject to provisions below.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; 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.
  - (3) City of Duluth shall be named as Additional Insured under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
- \*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.
- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

(5) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

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

d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

#### 7. CIVIL RIGHTS ASSURANCES

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that: No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

#### 8. LAWS, RULES, AND REGULATIONS

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

#### 9. 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.

#### 10. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

12. SEVERABILITY

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

13. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

14. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH**

**PRAIRIE RESTORATIONS, INC.**

By:

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Company Representative

Attest:

Its:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title of Representative

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

Date:

Countersigned:

\_\_\_\_\_  
City Auditor \_\_\_\_\_ Date

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney      Date

**EXHIBIT A**



**CITY OF DULUTH**

**REQUEST FOR PROPOSALS FOR**

**HARTLEY PARK BUCKTHORN REMOVAL and DEVELOPMENT OF A  
RESTORATION AND MANAGEMENT PLAN**

**RFP NUMBER 2015-06AA**

**ISSUED NOVEMBER 4, 2015**

**PROPOSALS DUE BY 2:00PM NOVEMBER 16, 2015**

**SUBMIT TO**

**CITY OF DULUTH  
ATTN: PURCHASING DIVISION  
CITY HALL, ROOM 100  
411 WEST 1ST STREET  
DULUTH, MN 55802**

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## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This request for proposals (RFP) provides sufficient information to those interested in submitting proposals for the subject procurement (Project) It includes instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Proposers must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

**I-2. Problem Statement.** The City of Duluth (“City”) is seeking proposals from interested firms for the removal of buckthorn and honeysuckle from at least 88 acres within Hartley Park (the “Park”), and for the development of a restoration and management plan for the Park.

Woodland diversity is essential for a healthy forest. A diversified forest, with a variety of tree and shrub species and sizes, will enhance wildlife habitat and encourage numerous wildlife species year round. This forest diversity provides a variety of habitats for wildlife and for Park visitors to experience. Near the Pine Plantations, buckthorn (mostly *Frangula ulna*, or Glossy Buckthorn) is the dominant understory plant, competing for resources with the pines. Buckthorn is found throughout the Park but is a significant threat on approximately 88 acres of the Park. The attached Buckthorn Heat Map shows the prevalence of buckthorn within the Park.

The City of Duluth, along with its partners Hartley Nature Center, the Izaak Walton League, and others, led a comprehensive Mini Master Planning process that was completed in July of 2014. This master plan established a framework for implementing improvements and managing resources within Hartley Park over the next 5-10 years.

Some of the stated goals of the plan are to:

- Preserve and enhance the distinctive character of Hartley Park as a unique place both locally within Duluth and the greater region
- Restore natural ecological processes within the Park’s diverse landscapes
- Improve access to and enjoyment of the Park for all Park users
- Determine funding needs and identify potential grant sources to implement improvements

In 2014, the City of Duluth applied for and received a \$600,000 Legacy Amendment grant through the Minnesota Department of Natural Resources. The grant will help implement several park improvements identified in the planning process, including stewardship of the Pine Plantations and removal of Buckthorn and other invasive species and the planting of native vegetation. Additional detail is provided in Part IV of this RFP.

**I-3. Calendar of Events.** The City will make every effort to adhere to the following schedule:

Activity	Date
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a>	November 9, 2015
Answers to questions will be posted to the City website no later than this date.	November 10, 2015
Proposals must be received in the Purchasing Office by 2:00 PM on this date.	November 16, 2015

**I-4. Type of Contract.** It is proposed that if the City enters into a contract as a result of this RFP, it will be an agreement substantially as in the form attached as Appendix A. The City, in its sole discretion, may undertake negotiations with Proposers whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the Project.

**I-5. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-6. Pre-proposal Conference.** There will be no Pre-proposal conference for this RFP. If there are any questions, please forward them to the Purchasing Office in accordance with Section I-7.

**I-7. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-8. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

**I-9. Modification or Withdrawal of Proposals.** Proposers may modify or withdraw their proposals prior to the due date and time by submitting their modifications or request to withdraw in writing to the Purchasing Division. Modifications or requests to withdraw must be submitted in a sealed envelope indicating the RFP number and project title.

**I-10. Response Date.** To be considered for selection, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will **not** accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

**I-11. Proposals.** To be considered, Proposers should submit a complete response to this RFP to the City, using the format provided in **Part II**, providing one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. In addition to the paper copies of the proposal, Proposers shall submit one **complete and exact** copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. Each proposal page should be numbered for ease of reference.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made. Please refer to Section I-20 for more information.

**I-12. Signatures.** An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix **B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, this requirement will be met. For this RFP, the proposal must remain valid for **90** days or until a contract is fully executed.

**I-13. Small Diverse Business Information.** The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers.

A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucep.metc.state.mn.us/>.

**I-14. Economy of Preparation.** Proposers should prepare proposals simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-15. Tax Exempt Status.** The City is exempt from paying sales tax. A copy of the Certificate of Exemption will be provided upon request.

**I-16. Term of Contract.** The term of the contract will commence after City Council approval and after the contract has been fully executed by the selected Proposer and by the City and all approvals required by City contracting procedures have been obtained. The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

The Project is expected to be completed, all reports filed, and all invoices submitted no later than June 15, 2017.

**I-17. Non-Collusion.** By submitting a proposal, each Proposer understands, represents, and acknowledges that their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.

**I-18. Conflict of Interest.** A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. Either certify: (i) that your company is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and the nature of such conflict. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

**I-19. Minnesota Department of Human Rights Affirmative Action Certification.** Under MN Statute §473.144, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees within Minnesota on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals that has been approved by the Commissioner of the Minnesota Department of Human Rights. Further, the City of Duluth may not accept any bid or proposal for a contract or execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state where the business has its primary place of business, unless the business has a certificate of compliance issued by the Commissioner of the State of Minnesota Department of Human Rights or the business certifies to the City of Duluth that it is in compliance with federal affirmative action requirements.

Each firm submitting a proposal must transmit documentation indicating the firm's compliance or exemption from the above requirements.

**I-20. Minnesota Government Data Practices Act.** Data supplied in response to this RFP by businesses, firms and individuals is governed by the Minnesota Government Data Practices Act in that:

- A. The information requested will be used to evaluate each proposer's qualifications.

- B. The proposer is not legally required to supply this information; however, failure to supply the information requested may result in that Proposal receiving lesser consideration and a determination by the City of Duluth that the Proposal is non-responsive.
- C. The public is authorized to receive the information that is not classified by law as private, confidential, or non-public data. The proposer is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

**I-21. Suspension/Debarment.** By submitting a proposal, the Proposer certifies that it is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

**I-22. Notification of Selection.** Proposers whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Proposer.

## PART II

### PROPOSAL REQUIREMENTS

Each Proposal shall consist of a Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**; and a Cost Submittal, in response to RFP **Part II, Section II-8**.

**II-1. Cover Letter.**

**II-2. Firm Information.** Include the name of your company, point of contact information, and the size of your staff. State whether this is a joint venture or if your agency is the prime consultant for the entire project.

**II-3. Work Plan.** Describe your technical plan for accomplishing the work. Use the specification in **Part IV** of this RFP as your reference point. State each specific element that you would provide to create the desired plan. Include a proposed schedule for the duration of the Project.

**II-4. References.** Include a minimum of three (3) references who can verify your firm's experience in performing similar services to those requested in this RFP. Work must have been completed within the last three (3) years. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Include the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-5. Personnel.** Include the number of personnel who will be engaged in the work. For each team member, include the employee's name and, through a resume or similar document, their education and experience in performing work similar to the services and scope required in this RFP. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify the team lead for the Project; this person will be considered the City's primary point of contact and will have full responsibility for the project.

Identify by name any subconsultants or subcontractors you intend to use and the services they will perform.

**II-6. Reports and Project Control.** Detail your plan for meetings with Parks staff, and for providing information to the Parks Commission, City officials, other community stakeholders, and the public.

**II-7. Exceptions to Standard Contract.** The Proposer will identify any exceptions to the proposed contract (contained in **Appendix A**) it would like to negotiate and any additional terms and conditions the Proposer would like to add by including a red-lined version of the contract with its proposal. Failure to make a submission under this paragraph will result in its waiving its right to do so later, but the City may consider late

objections and requests for additions if to do so, in the City's sole discretion, would be in its best interest. The City may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Proposer shall not request changes to the other provisions of the RFP, nor shall the Proposer request to completely substitute its own terms and conditions for **Appendix A**. The City will not accept references to the Proposer's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections, the Proposer must submit its proposal, including the cost proposal, on the basis of the standard agreement set out in **Appendix A**. The City reserves the right to reject any proposal that is conditioned on the negotiation of the contract attached as **Appendix A**.

**II-8. Cost Submittal.** The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components:

1. Total estimated not-to-exceed lump sum cost for completing the Project. Please include any sub-consultant costs.
2. A complete breakdown of the lump sum fee by estimated hours for each task, the hourly rates for each employee involved, as well as estimated charges for miscellaneous items such as travel, copies, postage, etc.

**The City will reimburse the selected Proposer for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the City has issued a notice to proceed.**

## PART III

### CRITERIA FOR SELECTION

**In order to be considered, Proposers must meet the following mandatory minimum requirements:**

- Demonstrated experience in Conservation Projects
- Working knowledge of various ecological and natural systems
- Demonstrated ability to successfully work with Volunteers
- Must be Certified in Pesticide Application Category G: Forest Spraying by start of work as recommended by the MN Department of Agriculture

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be received prior to the deadline for submission and properly signed by the Proposer. The City reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Proposer's proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Proposer's proposal.

**III-2. Evaluation.** The City has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Proposer whose proposal is determined to be the most advantageous to the City will be selected for negotiations.

**III-3. Evaluation Criteria.** Proposals will be evaluated using a 100 point scale. The following criteria will be used in evaluating each proposal:

**A. Technical:** The City has established the weight for the Technical criterion for this RFP as 80% of the total points. Evaluation will be based upon the following in order of importance:

Understanding of the Project	15%
Qualifications of the Proposer and Personnel	20%
Work Plan	25%
Completeness of the Proposal	10%
References, including previous performance on City projects	10%

The City reserves the right to eliminate from the selection process any proposal that scores below to 70% of the total available technical points (55 or below).

**B. Cost:** The City has established the weight for the Cost portion for this RFP as 20% of the total points. Cost points are calculated by giving the proposal with the lowest total cost the maximum number of Cost points available.

## **PART IV**

### **WORK STATEMENT**

#### **IV-1. Objectives.**

Removal of buckthorn and honeysuckle in at least 88 acres of Hartley Park from identified areas in accordance with planning documents and under the direction of the Parks staff.

Creation of a Hartley Park Restoration Management Plan, which will guide the City and Hartley Nature Center in managing Hartley Park and restoring it to a more native ecosystem after this Phase 1 of the Buckthorn removal project is complete. Completion of the Plan will include the following:

- Site Inventory and Analysis of existing site conditions
- A preliminary plan or options to be reviewed by all interested parties
- An Implementation Timeline (note, all work must be completed by June 2017)
- Narrative of Work Plan
- Budget and budget narrative

The City of Duluth intends to hire a firm who will work with all of the partners and stakeholders involved in this Project, which may include City of Duluth Staff, Hartley Nature Center Staff, partnering organizations such as the Wild Ones Native Plant Society and the Izaak Walton League, and any volunteers who may want to participate in the Project.

#### **Available Resources**

The information available for this project is the 2010 Parks and Recreation Master Plan and the 2014 Hartley Park Mini Master Plan. These are available on the City's Parks Division website at <http://www.duluthmn.gov/parks/>.

## APPENDIX A

### SERVICES AGREEMENT

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date") by and between the City of Duluth, ("City"), and Service Provider ("NAME").

WHEREAS, City applied for and received a grant from the XX (the "Grant"); and

WHEREAS, the Grant will, among other things, fund the removal of invasive species and restoration of Hartley Park (the "Project"), and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. ADMINISTRATION. For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation or designee ("Manager") and the NAME shall be defined as the Executive Director or designee ("Executive Director").

2. SERVICES. NAME will provide XX staff members to work on the Project. The staff designated to the Project are:

NAME shall be responsible for payment of all payroll and expenses relating to its provision of staff.

NAME shall ensure that its staff members perform the Services in a professional and diligent manner and shall use its best efforts to perform the Services in accordance with Project timelines and schedules.

NAME shall comply with all terms and conditions of the Grant as it applies to the Services provided by NAME. A copy of the Grant is attached hereto as Exhibit A.

3. INCIDENT REPORT.

3.1. NAME shall promptly notify the City in writing of any incident of injury or loss or damage to the property or any staff members or invitees occurring on the Project site during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster and sent to the Manager. A copy of the City's form of Incident Report is attached hereto as Exhibit B.

FEES AND REPORTING.

4.1 It is agreed between the parties that NAME's fee for this Agreement shall not exceed the sum of XXX and 00/100th dollars (\$\$\$) inclusive of all expenses associated with the Program, payable from Fund XXX. Staff members shall be paid the sum of \$ XX per hour for Services performed. NAME shall submit invoices for services on a monthly basis to the attention of Manager, 411W. 1st Street, Duluth, 55802. NAME shall include payroll records of staff working on the Project along with any other documentation that the Manager shall reasonably request. Invoice payments will be made upon review of the payroll records by the Manager.

4.2 NAME agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all books, records, documents, and accounting procedures and practices related to the Project are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon 3 business days advance notice by City, NAME shall provide all requested financial information.

## 5. TERM AND TERMINATION OF AGREEMENT

5.1. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on DATE and shall continue through DATE unless earlier terminated as provided for herein (the "Initial Term").

5.2. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other.

## 6. INSURANCE

6.1 During the entire term of this Agreement, NAME shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) aggregate per occurrence for personal bodily injury and death. The City shall be named as an additional insured therein. Insurance shall cover:

6.1.1 Public Liability, including premises and operations coverage.

6.1.2 Independent contractors - protective contingent liability.

6.1.3 Personal injury.

6.1.4 Owned, non-owned and hired vehicles.

6.1.5 Contractual liability covering the indemnity obligations set forth herein.

6.2. NAME shall provide to City a Certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal, or material change provisions included. The City does not represent or guarantee that these types of limits of coverage are adequate to protect NAME's interests and liabilities. The form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal, or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office.

## 7. HOLD HARMLESS

7.1. NAME agrees to indemnify, defend, and save harmless the City from any and all liens, claims, suits, demands, liability, judgment costs, damages and expenses which may accrue against or be charged or may be recovered from City by reason of or account of any personal injury or property damage arising from NAME's use or occupancy of the premises whether of any person or persons including NAME, its members, employees, agents, volunteers, invitees, or tenants, whomsoever occasioned or caused by the contact, acts, or omission of NAME, its members, volunteers, invitees, or tenants, or by reason of the use, development, operation, or maintenance of said premises by NAME under this agreement. Upon ten (10) days written notice, NAME will appear and defend all claims and lawsuits against City growing out of any such injury or damage resulting from any defect in the construction or condition of the vegetable gardens on City parklands including related equipment and structures.

## 8. WORKER'S COMPENSATION

8.1. NAME shall comply with all Minnesota Worker's Compensation laws in the provision of services employed anywhere on the Project site or City property.

9. RELATIONSHIP

9.1. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties or of constituting NAME or any of its officers, agents, servants, and employees as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. NAME's officers, agents, servants, employees, and volunteers shall not be considered employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees and volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. NAME's officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, severance pay, etc.

10. THIRD PARTY BENEFICIARIES

10.1. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

11. SEVERABILITY

11.1. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12. NOTICES

12.1. Unless otherwise provided herein, notice to the City or NAME shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Parks and Recreation Division Attention: Parks  
Manager  
411 West First Street Duluth, MN 55802

NAME  
ADDRESS  
CITY, STATE, ZIP

13. GENERAL PROVISIONS

13.1. NAME agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

13.2. The waiver by the City or NAME of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

13.3. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

**APPENDIX B - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 15-XXXX**

<b>Proposer Information:</b>	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Federal ID Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<i><b>Signature</b></i>
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:
Printed Name
Title

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL**

# EXHIBIT B

RFP # : 15-06AA

**APPENDIX B - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 15-XXXX**

Proposer Information:			
Proposer Name	Prairie Restorations, Inc.		
Mailing Address	31646 128 <sup>th</sup> St., Princeton, MN 55371		
Website	prairieresto.com		
Contact Person	John P. Kratochvil		
Contact Number	Person's	Phone	612-708-9436 (cell) 218-729-7001 (office)
Contact Number	Person's	Facsimile	218-729-7007
Contact Address	Person's	E-Mail	jkratochvil@prairieresto.com
Federal ID Number			

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal
<input checked="" type="checkbox"/>	Cost Submittal

	<b>Signature</b>
<i>Ronald W. Bowen</i>	
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:	
Printed Name	Ronald W. Bowen
Title	President

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL**

# Proposal for Buckthorn and Honeysuckle Removal at Hartley Park.

RFP Number: 15-06AA

**Prepared for:**

City of Duluth  
Purchasing Division  
City Hall, Room 100  
411 West 1<sup>st</sup> Street  
Duluth, MN

**Prepared by:**

John Kratochvil  
Land Management Coordinator  
612-708-9436 (cell)  
jkratochvil@prairieresto.com

**Prairie Restorations, Inc.** 

31646 128<sup>th</sup> St.  
Princeton, MN 55371  
[www.prairieresto.com](http://www.prairieresto.com)

**A. Company Background:** <http://www.prairieresto.com/mission.shtml> (Follow the blue links to learn more)

Prairie Restorations, Inc. (PRI) has been dedicated to the restoration and management of native plant communities for over 38 years. We are fortunate to have worked with thousands of clients on a wide variety of projects in both the public and private sectors throughout the Upper Midwest.

The PRI staff currently consists of 45 full-time professionals and about an equal number of seasonal employees which operate out of six Minnesota locations. Most of the staff has B.S. degrees in natural resource related fields such as biology, forestry, horticulture or wildlife. As a full service restoration company, PRI is able to provide our clients expertise and service in all facets of native landscape restoration. Along with consulting, design, installation and land management services, we also produce our own local ecotype seed and plant materials which are used on all of our projects.

The PRI Team is committed to and passionate about protecting and enhancing our valuable natural resources. It is this dedication that is brought to each and every one of our projects. We are proud to offer the best expertise, services and products available in the industry.

**B. Project Overview:**

The following proposal details our approach to the buckthorn and honeysuckle removal at Hartley Park in the City of Duluth as well as provides background information relative to our experience and capabilities. PRI will serve as the prime consultant to the City of Duluth and will not be working with any other agencies on this project. We appreciate the opportunity to provide a proposal for this work and look forward to the possibility of helping contribute to a successful outcome.

**Experience:**

PRI is fortunate to have been involved with countless restoration projects over the last 38 years. These have included prairie, wetland, shoreline, and woodland projects. Typically our involvement in these projects has included the design of the restoration strategy, implementation work and the subsequent vegetation management. As with all of our projects, utilizing local ecotype seed and plant materials is essential to our core philosophy.

Throughout PRI's existence we have been very involved with woodland restoration projects for both the public and private sector. In fact, we are currently managing several hundred acres of woodlands in Minnesota with the primary focus of controlling invasive species while encouraging the establishment of native species. Approaches include techniques and methodologies founded by PRI for encouraging the expansion of existing native plant populations and promoting the emergence of native vegetation from the seedbank.

In response to the continued demand for these types of services, we have expanded the capabilities of our Boreal Natives location with additional equipment, buildings and personnel. We have also ramped up our production of local ecotype seed and plant materials for this part of the state. With our location near Munger, MN, we are situated in close proximity to the Hartley Park project location.

For your reference, a sampling of relevant projects with contact information has been provided at the end of this proposal, as well as general company description.

**General Approach:**

The project will be managed by John Kratochvil, the Land Management Coordinator, with assistance from Jeff Stedman, Site Manager, of our Boreal Natives office located just west of Duluth. This office is located approximately 20 miles from the Hartley Park buckthorn removal site. As needed, the Boreal Natives site will receive support from other PRI locations. One of the strengths of our company is our ability to mobilize experienced crews and equipment from all of our sites as necessary to complete large and/or complex projects.

**Points of Contact:**

John Kratochvil  
Land Management Coordinator  
Prairie Restorations, Inc.-Boreal Natives Office  
3943 Munger Shaw Road  
Cloquet, MN 55720  
218-729-7001 (office)  
612-708-9436 (cell)

Jeff Stedman  
Site Manager  
Prairie Restorations, Inc.-Boreal Natives Office  
3943 Munger Shaw Road  
Cloquet, MN 55720  
218-729-7001 (office)  
612-708-9434 (cell)

**Safety:**

As with all projects, safety is our top priority. With a common sense approach and through the use of qualified personnel, we have had no serious injuries in our 38 years of being in business. Our current Experience Modification Rating is .71 (Workman's Comp).

## Hartley Park Buckthorn and Honeysuckle Removal Work Plan:

PRI has pioneered many of the vegetation management techniques that are now widely used in the restoration industry. We have developed these techniques over the last 38 years with the belief that an ecologically sensitive and multi-disciplined approach, utilizing a combination of mechanical and chemical control measures, is the key to a successful management strategy. Equally as important is the ability to “read” a site and know what techniques, implemented at what times, will produce the best results. The right strategy executed at the wrong time can be more harmful than taking no action.

More specifically, our work on woodland removal projects has exposed us to the challenging conditions often associated with these sites. It is essential to use equipment that can traverse these sites in an efficient manner and with minimal impact. Given that timing is so important when it comes to controlling invasive species, the ability to mobilize crews and the associated equipment, and to complete the work in a timely manner, is critical.

With regards to this specific project, PRI has developed a work plan for Hartley Park and the City of Duluth that is ecologically sensitive to this removal project and stays within the bounds of the overall budget. In regards to budget limitations, PRI has established a plan that is most economically feasible for the City of Duluth, uses several methodologies of removal, and yet still highlights key components of the park, mainly the multi-use trails and pine plantations.

### Work Plan/Schedule of Project Events:

- |                                  |  |
|----------------------------------|--|
| <b>November or December 2015</b> | If awarded the project, PRI’s project manager would hold a pre-conference meeting with the city’s point of contact and all interested stakeholders who wish to attend. It is at this time that a more detailed plan and timeline will be laid out.   |
| <b>Nov. 2015-May 2016</b>        | According to PRI’s plan, buckthorn removal will begin along the Hartley Park Road trail. This trail represents one of the main components of the park and allows for easy accessibility for PRI staff and equipment. It is along this main trail that a buckthorn removal corridor will be cut from the main parking area on the northeast side to the south end where the trail exits the park and becomes Hartley Park Road. Buckthorn along the Hartley Road Trail, which runs approximately one mile through the park, will be cut with chainsaws, stump treated, chipped and blown back into the woods for approximately 100 feet on either side of the trail. Chipped debris will be spread as evenly as possible to prevent piling of material. Buckthorn removal in this section of the park will aid in the beautification and safety of the park’s main multi-use trail and provide its visitors with an educational opportunity to view the buckthorn removal process first-hand. PRI’s buckthorn removal crew will consist of a minimum of six personnel on a daily basis. <b>The Hartley Road Trail removal corridor would encompass approximately 25 acres of buckthorn removal.</b> |
| <b>Nov. 2015-May 2016</b>        | Another main component of Hartley Park is the Superior Hiking Trail. It is along this trail that PRI will establish another buckthorn removal corridor to provide safety to the users of this beloved trail. The corridor will be established from where the Superior Hiking Trail enters Hartley Park on the south end to the northeast corner where the trail exits the park. As this  |

trail meanders its way through the park, it also intersects with some of the densest buckthorn infestations. Buckthorn along this corridor will be cut with chainsaws and brush blades, slashed into sections, stump treated, and left lay to decompose naturally for approximately 100 feet on either side of the trail. This buckthorn cut/slash approach is the best option here as the Superior Hiking Trail meanders through some of the more remote areas of the park inaccessible to machinery. Buckthorn will be laid down via chainsaws and brush blades and 45-90 degree angles that protrude up from the stem will be cut back at the stem. This method increases safety, ground contact for decomposition, and eases efficiency for re-entry for management purposes. Again, PRI's buckthorn removal crew will consist of six personnel on a daily basis for this section of the project. **The Superior Hiking Trail removal corridor would encompass approximately 50 acres of buckthorn removal.**

**Sept 2016-  
Oct. 2016** The Pine Plantations within Hartley Park are another area of high importance as stated in RFP. It is in these areas that PRI will use a basal barking approach in approximately **30 acres** across the pine plantations. In this process, all buckthorn ½ inch or larger will be treated with an appropriate band, a mixture of Garlon 4 Ultra and a commercial grade bark penetrant, at the base of each individual plant. As the plants begin to die, they will slowly begin to tip over and decompose naturally. Approximately a year after treatments, volunteers could be used to help tip or pull buckthorn as the root systems of the treated plants will be significantly weakened. This process of basal barking is completely contingent upon snow depth so there is some possibility that this work could happen in the **winter 2015/2016** until 3 inches of snow depth is achieved but is most likely that it will be completed in the early **fall of 2016** as stated in the timeline. Touch-up work along the removal corridors would happen at this time also.

**Duration of  
Removal  
Project** PRI will remain in contact with the city's point of contact on a weekly basis throughout the duration of the project. As needed, the project manager will meet with stakeholder groups and direct volunteers as the project progresses forward. This may include, on-site meetings with parks' staff, education of the public, and directing volunteer crew leaders through certain aspects of the removal process.

Total acreage of removal detailed in this work plan is approximately **105 acres**.

### **Alternate Work Plan:**

The above work plan dictates an opportunity to remove over 88 acres of buckthorn from Hartley Park, provides focus on key components of the park, and stays within the city's budget for the project. In addition to this, PRI has issued an alternate cost submittal. Under this alternate, the city will be given an averaged quote on per acre basis to combine methodologies in areas of the city's choosing. The city and stakeholders would highlight their areas of concern and primary focus. PRI would commence removal in these areas on the per acre rate provided. It is likely that under this alternate work plan the requirement of 88 acres of removal would not be met depending upon the infestation levels in the selected zones. **It is important to note that this cost per acre is a fluid number and will change as removal progresses in and out of the high density buckthorn areas.**

## Project References

### **Rice Area Sportsman Club (RASC) Wildlife Management Area – 214 Acres**

Contact: Todd Rexine  
Great River Greening  
35 West Water St., Ste. 201  
St. Paul, MN 55107  
651-665-9500 ext. 28  
[trexine@greatrivergreening.org](mailto:trexine@greatrivergreening.org)

### **Sartell Wildlife Management Area – 86 Acres**

Contact: Rick Horton  
National Wild Turkey Federation  
37305 Deer Lake Way  
Grand Rapids, MN 55744  
218-326-8800  
[rhorton@nwtf.net](mailto:rhorton@nwtf.net)

### **Isanti County Parks – 110 Acres**

Contact: Barry Wendorf  
Isanti County Parks  
555 18<sup>th</sup> Ave. SW  
Cambridge, MN 55008  
763-689-8220  
[Barry.wendorf@co.isanti.mn.us](mailto:Barry.wendorf@co.isanti.mn.us)

### **Ereaux Wildlife Management Area – 272 Acres**

Contact: Rick Horton  
National Wild Turkey Federation  
37305 Deer Lake Way  
Grand Rapids, MN 55744  
218-326-8800  
[rhorton@nwtf.net](mailto:rhorton@nwtf.net)

### **H.B. Fuller – Willow Lake Nature Preserve – 200 Acres**

Contact: Dana Larsen-Ramsay  
HB Fuller (HBFU0)  
PO Box 64683  
St. Paul, MN 55164  
651-236-5535  
[Dana.Larsen-Ramsay@hbfuller.com](mailto:Dana.Larsen-Ramsay@hbfuller.com)

### **Minnetonka Parks – Big Willow & Lone Lake – 105 Acres**

Contact: Jo Colleran  
City of Minnetonka  
11522 Minnetonka Blvd.  
Minnetonka, MN 55305  
952-988-8415  
[jcolleran@eminnetonka.com](mailto:jcolleran@eminnetonka.com)

All spec work was completed by Prairie Restorations, Inc. staff.

# **Crew Member**

## **Summary of Qualifications**

**John Kratochvil** is a Land Management Coordinator at our Duluth location. He has been working for Prairie Restorations, Inc. in our land management division since 2009. His responsibilities include providing hands-on assistance with all land management activities in the Duluth territory. This includes prescribed burning, herbaceous weed control, enhancement of existing projects and buckthorn control. John is also responsible for the training and guidance of the summer management staff.

***Education:*** BS – Wildlife Management  
University of Minnesota 2006

***Certifications:*** Current Minnesota Pesticide Applicator License  
MnDOT Drivers Health Certification  
Current Class A Driver’s License  
MSHA and First Aid CPR AED

***Career Experience:*** Grounds Maintenance Supervisor/Snow Removal Specialist  
7 years prescribed burn experience  
7 years of herbaceous and woody invasive species control  
Experienced with small power equipment as well as large off-road vehicles including:  
-chainsaws  
-large track/amphibious vehicles  
-ATVs  
-tractors  
-large forestry equipment (i.e. skid-steer loaders with mulching and shearing attachments, articulating tractors with mulching and grinding attachments)

***Notable Accomplishments:*** Projects:  
Essar Steel Wetland Mitigation Project – 550 Acres  
Palisade Wetland Mitigation Project – 320 Acres  
Minnetonka Parks – Buckthorn and Prairie Management  
RH Lodge Hunting Preserve – 440 Acres  
Sherburne NWR Savanna Restoration-150 Acres  
Sartell WMA Savanna Restoration – Rice, MN  
Ereau WMA Woody Invasive Species Management- Little Falls, MN  
Managed several hundred prairies and woodlands using PRI’s integrated land management approach

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# **Crew Member**

## **Summary of Qualifications**

**Jeff Stedman** has been an employee of Prairie Restorations, Inc. since 2005, although he has been in the restoration industry for over 15 years. His main focus has been on project installation, and he is currently the Site Manager of our Duluth location. His responsibilities include general client communications and the implementation of restoration projects. He oversees crews while on site plus other project related tasks such as site preparation, seeding, erosion control, and design. He also performs site evaluations for potential new restorations and is our primary sales representative out of the Duluth office.

### **Education**

Biology & Geology; 1991-1992  
Northland College, Ashland, WI

Turf Management & Horticulture; 1993-1994  
Anoka Technical College, Anoka, MN

### **Certification**

Current Minnesota Herbicide Applicator's License  
Current DOT physical  
Class "A" CDL  
Certified MNDOT Landscape Specialist

### **Career Experience**

Certification for MNDOT Erosion Control (site manager)

### **Notable Accomplishments**

Projects:  
Lake of the Isles Shoreline Restoration, Phase I-III  
Minnehaha Creek Restoration, Minneapolis, MN  
The Jewel Golf Course Prairie Planting, Lake City, MN  
The Lakes Shoreline Restoration, Blaine, MN  
Silver Lake Shoreline Restoration, Rochester, MN  
Amity Creek Restoration, Duluth, MN  
Miller Creek Restoration, Duluth, MN  
Mission Creek Restoration, Duluth, MN  
Corporate landscapes (many)  
Residential landscapes (many)

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## ***Crew Member Summary of Qualifications***

**Andy DeLisi** is an Assistant Restorationist at our Duluth location. He has been working for Prairie Restorations, Inc. since 2014 out of our Scandia location and now presently at our Duluth location. In his two years at PRI, Andy has been multi-faceted in providing aid to all contracted services that PRI provides. His experience includes seeding, planting, shoreline restoration, invasive species control, buckthorn control and removal, prescribed burning, and providing mechanical services to PRI's Duluth office. Andy is also responsible for the training and guidance of seasonal summer staff.

***Education:*** BS – St. John's University

***Certifications:*** MnDOT Drivers Health Certification  
MSHA and First Aid CPR AED  
S212 NWCG Power Saws Administration Faller B  
S130/S190 NWCG Intro to Wildland Fire- Firefighter Type II  
Native Plant Community Field Guide Training-MN DNR

***Career Experience:*** Experience directing volunteers on several projects  
Minnesota Conservation Corps (2011-2013)  
Prescribed burn experience  
5 years combined of herbaceous and woody invasive species control and restoration services.  
Experienced with small power equipment as well as large off-road vehicles including:  
-chainsaws  
-large track/amphibious vehicles  
-ATVs  
-tractors

***Notable Accomplishments:*** **Projects:**  
Robinson Park Buckthorn Removal-Sandstone, MN 2014  
Erie Pier Purple Loosestrife Control-Duluth, MN 2015  
Upper and Lower Stewart River Streambank Restoration Project-Two Harbors, MN 2015  
Managed several hundred prairies and woodlands using PRI's integrated land management approach

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# **Crew Member**

## **Summary of Qualifications**

**Jennifer Stenersen** has been an employee with Prairie Restorations, Inc. at our Boreal Natives site near Duluth since June 2003. Jennifer is in charge of propagating native wildflowers and grasses and also works in the contracting division assisting our restorationists and land managers with seeding, planting, and invasive species control. She spends 20% of her time in native plant communities collecting seed.

### **Education**

Associate of Applied Science, Horticulture Technology  
Southeast Technical Institute, Sioux Falls, SD – 2002

### **Notable Accomplishments**

#### **Projects:**

Enbridge Energy Bog Restoration – Cohasset, MN

Minnesota DNR restorations

Tettegouche State Park

Moose Lake State Park

Gooseberry Falls State Park

Cascade River State Park

Grand Portage State Park and Wayside

Waters of Vermilion – Tower, MN

Wal-Mart Stormwater Retention Project–Ashland, WI

University of MN Duluth – Civil Engineering Bldg.

Whole Foods Co-op – Duluth, MN

St. Louis County Courthouse – Duluth, MN

Stryker Bay – St. Louis River Bay

Mission Creek stream restoration – Duluth, MN

National Forest Service Admin. Center – Walker, MN

Tettegouche State Park Visitors Center

St. Louis River Bay invasive *Phragmites* control and restoration.

Custom grown plant material:

Enbridge Energy – *Sparganium glomeratum*

Local origin plants for:

Tettegouche State Park

Itasca State Park

Grand Portage National Park

Sugar Loaf Cove

Loon's Foot Landing – St. Louis River Bay

Superior National Forest – *Schizachne*

*purpurascens* plants for seed.

Assisted in developing innovative methods of propagating NE  
Minnesota native flowers, grasses, trees and shrubs.

Member of Minnesota Native Plant Society 2008–Present

Member of Wild Ones NE Minnesota Chapter 2008–Present

# **Crew Member**

## **Summary of Qualifications**

**Cody Papesh** is a Land Management Specialist at our Duluth location. He has been working for Prairie Restorations, Inc. since 2014 and his primary responsibilities involve conducting land management strategies for invasive species control on public and private lands and leading crews daily in these activities. In addition to these responsibilities, Cody has also provided aid in seeding/planting restoration, streambank stabilization, and propagation of native seed in the Boreal Natives greenhouse. Working directly under the Land Management Coordinator, Cody has excelled in herbicide application and invasive species control.

**Education:** AAS – Natural Resources Technology, Forestry and Wildlife  
Vermilion Community College 2015

**Certifications:** MnDOT Drivers Health Certification  
Commercial Pesticide Applicators License  
Incident Command Certificates: I100, S212, S130, S190, L180

**Career Experience:** Prescribed burn experience  
2 years of herbaceous and woody invasive species control and restoration services.  
Experienced with small power equipment as well as large off-road vehicles including:  
-chainsaws  
-large track/amphibious vehicles  
-ATVs  
-tractors

**Notable Accomplishments:** **Projects:**  
Robinson Park Buckthorn Removal-Sandstone, MN 2014  
Erie Pier Purple Loosestrife Control-Duluth, MN 2015  
Upper and Lower Stewart River Streambank Restoration Project-Two Harbors, MN 2015  
Managed several hundred prairies and woodlands using PRI's integrated land management approach  
US Steel Wetland Mitigation-1400 acres, McGregor, MN  
Essar Steel Wetland Mitigation-550 acres, Aitkin, MN  
Twin Metals Invasive Species Control-Ely, MN  
Palisade Wetland Mitigation-320 acres, Palisade, MN

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# **Crew Member**

## **Summary of Qualifications**

**Cody Christensen** is an Assistant Restorationist at our Duluth location. He has been working for Prairie Restorations, Inc. since 2013. His primary responsibilities involve technical restoration work including seeding, planting, erosion control, and streambank stabilization. In addition to these responsibilities, Cody has also provided aid in land management activities such as herbicide applications, buckthorn removal, and other invasive species control. Cody has also spent many hours in the Boreal Natives greenhouse helping propagate native plant seedlings and seed cleaning.

**Education:** BA – Geography  
Minors in GIS and Environment and Sustainability  
University of Minnesota-Duluth 2015

**Certifications:** MnDOT Drivers Health Certification

**Career Experience:** Experienced in Streambank Stabilization and Native Restoration  
Prescribed burn experience  
2 years of herbaceous and woody invasive species control and restoration services.  
Experienced with small power equipment as well as large off-road vehicles including:  
-chainsaws  
-large track/amphibious vehicles  
-ATVs  
-tractors

**Notable Accomplishments:** **Projects:**  
Robinson Park Buckthorn Removal-Sandstone, MN 2014  
Erie Pier Purple Loosestrife Control-Duluth, MN 2015  
Upper and Lower Stewart River Streambank Restoration Project-Two Harbors, MN 2015  
Chambers Grove Streambank Restoration-Duluth, MN 2015  
Twin Metals Invasive Species Control-Ely, MN  
Atlas Industrial Site Purple Loosestrife Control-Duluth, MN

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# **Crew Member**

## **Summary of Qualifications**

**Mitchell Sanchez** is a Seasonal Services Assistant at our Duluth location. He has been working for Prairie Restorations, Inc. since Spring 2015. As a seasonal crew member, Mitchell's responsibilities involve technical restoration work including seeding, planting, erosion control, and streambank stabilization as well as land management activities including herbicide applications, buckthorn control, and other invasive species control.

***Education:*** BS-Biology and Chemistry  
University of Minnesota-Duluth (Graduating May 2016)

***Certifications:*** S130/S190 - Wildland Firefighter Type I  
S212 – Wildland Fire Chainsaws

***Career Experience:*** Experience with streambank stabilization and native restoration  
Forestry experience with Superior National Forest  
2 years of herbaceous and woody invasive species control and restoration services.  
Experienced with small power equipment as well as large off-road vehicles including:  
-chainsaws  
-large track/amphibious vehicles  
-ATVs  
-tractors

***Notable Accomplishments:*** **Projects:**  
Erie Pier Purple Loosestrife Control-Duluth, MN 2015  
Upper and Lower Stewart River Streambank Restoration Project-Two Harbors, MN 2015  
Chambers Grove Streambank Restoration-Duluth, MN 2015  
Twin Metals Invasive Species Control-Ely, MN 2015  
Atlas Industrial Site Purple Loosestrife Control-Duluth, MN  
US Steel Wetland Mitigation-McGregor, MN 2015

# **Crew Member**

## **Summary of Qualifications**

**Cass Bowen** has been an Assistant Restorationist and Seed Production Specialist for Prairie Restorations, Inc. since 2003. In addition to heading up our Seed Production Division at our Boreal Natives office, Cass provides hands-on aid to our services division including restoration activities and invasive species control. He has extensive knowledge of the native plant community in Northern Minnesota.

**Education:** Princeton High School – Spring 2003  
2 years college study at University of Minnesota-Duluth

**Certifications:** Drivers health certification

**Career Experience:** 12 years experience at Prairie Restorations, Inc. Restoring native plant communities.  
12 years prescribed burn experience with PRI  
Specialized in seed management, production, collection and cleaning.

**Notable Accomplishments:** Heads our Boreal Natives seed unit in Duluth.

**Projects:**  
Palisade Wetland- 320 acres  
Twin Metals Invasives Control-Ely,MN  
Erie Pier Invasives Management-Duluth, MN  
Minnehaha Creek Buckthorn Removal- Minneapolis,MN

## KEY PROJECT PERSONNEL

<b>Crew Member</b>	<b>Project Task Responsibilities</b>	<b>Time Avail. to Project</b>	<b>Years of PRI Experience</b>
John Kratochvil	Project Manager, Saw/Herbicide App.	100%	7 years
Jeff Stedman	Crew Member, Saw/Herbicide App.	50%	10 years
Andy DeLisi	Crew Member, Saw/Herbicide App.	100%	2 years
Cody Papesh	Crew Member, Saw/Herbicide App.	100%	2 years
Cody Christensen	Crew Member, Saw/Herbicide App.	100%	3 years
Mitchell Sanchez	Crew Member, Saw/Herbicide App.	100%	1 year
Jen Stenerson	Crew Member, Saw/Herbicide App.	25%	13 years
Cass Bowen	Crew Member, Saw/Herbicide App.	25%	13 years

## **Prairie Restorations, Inc. Company Profile**

Prairie Restorations, Inc. (PRI) is a 38 year old business that has dedicated itself to the restoration and management of native plant communities. The work activity includes both services (installation and management) as well as materials (seed and plants). Although a wide variety of projects have been completed, the most typical work has been with prairie and wetland planting. About half of this work has been in the private sector and half in the public sector. Project size ranges from a few hundred square feet up to several hundred acres.

The PRI staff currently consists of 45 full-time professionals and about an equal number of seasonal employees. Most of the staff has B.S. degrees in resource related fields such as biology, forestry, horticulture or wildlife. Because this is specialized work, most of these people have unique areas of expertise such as the propagation of native plants or seeds, installation of native plant materials, or the specification of the procedures and materials to implement successful restoration projects.

There are presently six PRI facilities. The main office and original production farm is located on the edge of Princeton, MN. This 400 acre farm is set up with plant production capabilities (greenhouses) and also has many seed production fields. A second, newer farm (500 acres) is located on the edge of the Red River Valley near Moorhead, MN. The facility has a permanent staff of three and other seasonal employees as needed. It is a seed production center as well as a base for contracted services. The third PRI site is a small service base located south of the Twin Cities metro area near Northfield. Although this site has a permanent staff of five, they do not produce seed or plants and concentrate completely on installation and service projects. Our fourth site near Duluth, named Boreal Natives, is set up to grow plants and provide contracted services for the northern areas of Minnesota and Wisconsin. Our fifth site is located in Watertown, MN and much like our site near Northfield, focuses on providing installation and management services. Our sixth and newest site is located in Scandia, MN. In addition to providing installation and management services, this site will serve as retail location for the sale of seed, plants and other nature related items. All of these sites are equipped with trucks, trailers, tractors, seed drills and other needed equipment.

Over the past 38 years, PRI has led the way in the development of restoration techniques and in the production of quality materials for the Upper Midwest. This expertise has been successfully put to good use on thousands of projects under a wide variety of field conditions. In addition, the plants and seeds produced at PRI have been planted by hundreds of other people and/or companies. The company brochure provides more information.

PRI is a current member of the Minnesota Nursery and Landscape Association, Minnesota Erosion Control Association, Minnesota Native Plant Society, Minnesota Native Wildflower/Grass Producers Association, ISNetworld and we are licensed by the Minnesota Department of Agriculture and Minnesota Grown.



Minnesota Department of  
HUMAN RIGHTS

## CERTIFICATE OF COMPLIANCE

**PRAIRIE RESTORATIONS, INC. is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/4/2014 to 12/3/2018.**

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

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14. How did the City come to the conclusion that there are 88 acres of buckthorn/invasive treatment area? During the Grant writing to the State of MN, that area was determined to be the densest Buckthorn in the park. Are those acres the red and yellow within the park boundaries? The map attached with the RFP was all Hartley Park – roughly 640 acres. How will the selected bidder be paid for this work and how will we measure the treatment areas to determine what is complete and what is yet to be removed? Would we assume the same per acre reimbursement on low density areas as the high density acres and average them? Reimbursement may not necessarily be on a per acre basis, although that is one approach that will be considered. The Proposal should provide a systematic approach for the removal that will allow for verification of completion. Multiple approaches will be considered.

There are no other changes to this RFP. Please sign, date and return a copy with your response.

Jh P. Katt (Sign) 11/13/15 (Date)

Prairie Restorations has read and understands the Addendum to RFP # 15-06AA.

*An Equal Opportunity Employer*

**Prairie Restorations, Inc. Cost Submittal for Buckthorn and  
Honeysuckle Removal at Hartley Park**

**RFP#: 15-06AA**

**Work Plan Lump Sum Bid #1 = \$65,000**

Cost Break down as Detailed by Technical Submittal:

Basal Barking in approximately 30 Acres of Pine Plantations:

126 man hours @ \$68/hour..... = **\$8,568**

Chemical costs..... = **\$432**

Trail Removal Corridors Cut/Chip and Cut/Slash:

810 man hours @ \$68/hour..... = **\$55,080**

Rentals and Fuel..... = **\$920**

Total... = **\$65,000**

**Alternate Work Plan Bid #2 = \$3500/acre**

As detailed in the Technical Submittal, PRI has developed a per acre rate for removal of buckthorn and honeysuckle in zones at the City of Duluth's choosing. If selected, this cost submittal would combine several methodologies of removal in areas designated by the City of Duluth as their areas of primary concern and focus. This per acre rate would likely not meet the RFP requirements of removal in at least 88 acres of Hartley Park. **Disclaimer: This per acre rate is a fluid number and will change as the removal process moves in and out of the high buckthorn density infestations. The \$3500/per acre is a representation of the most intensive removal areas.**

**Clarification Questions for RFP #15-06AA**  
**Prairie Restorations, Inc.**  
**Boreal Natives Office**

1. We feel each Plantation will require a unique approach. Describe your means and methods to working within the Pine Plantations.

As detailed in our proposal, our plan to remove buckthorn in the pine plantations is to utilize a basal barking approach. In this method a band of herbicide (mixed with a commercial grade bark penetrant) will be applied to the base of individual buckthorn via a backpack sprayer. This will effectively girdle individual plants causing the herbicide to move through the conductive tissues of the plant and into the root system, killing the plant. As the plants begin to die they will break apart and tip over and left to decompose naturally. If it is wanted by the city, volunteers could be used after the buckthorn has died to remove the debris; the dead buckthorn should be easily removed from the ground via hand pulling or tipping.

Removal of buckthorn can be quite costly especially when power equipment becomes involved. We feel that this basal barking approach in the pine plantations is the most cost effective method for the city, allows a larger acreage to be covered within the pines, and is the least invasive method for these important areas of the park. Essentially, we would be eliminating the costly amount of time of cutting, chipping, dragging, piling, forestry mowing, etc. and applying that time to cover more acreage while treating the buckthorn as it stands. We should be able to accomplish in a few days what we could accomplish in several weeks of costly cutting work.

I did also give an alternate, fluid \$3500/acre price in the cost submittal of the RFP (see Boreal Natives/PRI cost submittal to RFP). It is important to remember that this number is fluid, but it would allow us to remove buckthorn with small power equipment. However, it is highly likely that the acreage of removal requirements of the RFP will not be met do to the costly nature of this process.

2. Will you be able to clear Buckthorn in the Pine Plantations prior to August 2016?

The basal barking approach that we plan to utilize in the pine plantations is most effective when completed in the fall or winter as buckthorn is preparing for water/nutrient conservation. It is at this time that the plants pull water and nutrients from their leaves and above ground parts down into reserves in the main trunk and root systems. Consequentially, plants will also pull herbicide down into these main components effectively killing the plant.

We typically like to complete this process in early fall, mainly September through November. Basal barking is just as effective in mid-winter although in typical years we are hindered by snow depth in northern Minnesota. Snow depth of more than three inches can considerably slow down the basal barking process and snow will also absorb and pull the chemical away from the plant. Optimal conditions exist when the base of the buckthorn is largely free of snow. So, the basal barking operation would likely be shut down once three inches of snow or more is present around the base of the target plants. With all this being said, there is also a small window each year in the spring that allows for basal barking operations. As the snow recedes in the late winter/early spring there is

a small timeframe before the plants begin to “push” water and nutrients back up into their branches and leaves. This timeframe could allow for us to complete the basal barking procedure prior to August 2016.

I did also give an alternate, fluid \$3500/acre price in the cost submittal of the RFP (see Boreal Natives/PRI cost submittal to RFP). It is important to remember that this number is fluid, but it would allow us to remove buckthorn with small power equipment, however, it is highly likely that acreage of removal requirements of the RFP will not be met do to the costly nature of this process.

3. Please provide a map that clearly outlines (with a boundary) which acres of land you would be treating.

\*see map provided at bottom

4. A long term management plan is one of the required deliverables. Please elaborate and provide clarification on your management plan deliverable and describe what that would entail for the ongoing management of Honeysuckle and Buckthorn invasives in Hartley Park.

A long term management plan will be constructed for the City of Duluth and Hartley Park. Mainly the plan would suggest management strategies such as foliar herbicide treatments to new seedling buckthorn to prevent it from recolonizing areas where removal has already taken place. Managing buckthorn is a long-term process and foliar application is a critical process to insure the long-term success of a removal project. Foliar applications typically take place in the fall of the year when native species have begun to go dormant. The management plan deliverable will include in-depth descriptions of all land management strategies moving forward that are flexible and will adhere to the particular environmental conditions present at Hartley Park.

The plan will also identify areas of high importance within the park for future removal projects, native fauna present throughout the site, and help the city identify other invasive species threats throughout the park. While on a walkthrough of the park, we noticed other invasive threats to the parks plant fauna and these will be noted in the plan. If awarded the initial removal project concerning this RFP, PRI will work with the City of Duluth in identifying areas of high importance to all of the Hartley Park stakeholders. This process will allow future goals to be set for Hartley Park and they can then be identified in the long term management plan.

5. We are very familiar with the management strategy employed at the Aldo Leopold Nature Reserve in Baraboo, Wisconsin. Please rate that strategy and explain the reasoning behind your rating.

The management strategy employed at the ALNR in Wisconsin is a very sound plan and we would rate it very highly. Many of the land management strategies employed there are at the forefront of land management today. In their plan they not only identify the invasive species threats, but they identify the native fauna of their site that they are trying to restore and maintain. This is a critical piece of the puzzle that is often forgotten because once the invasive threat is diminished, it is crucial to know what native fauna are going to fill in or replace it.

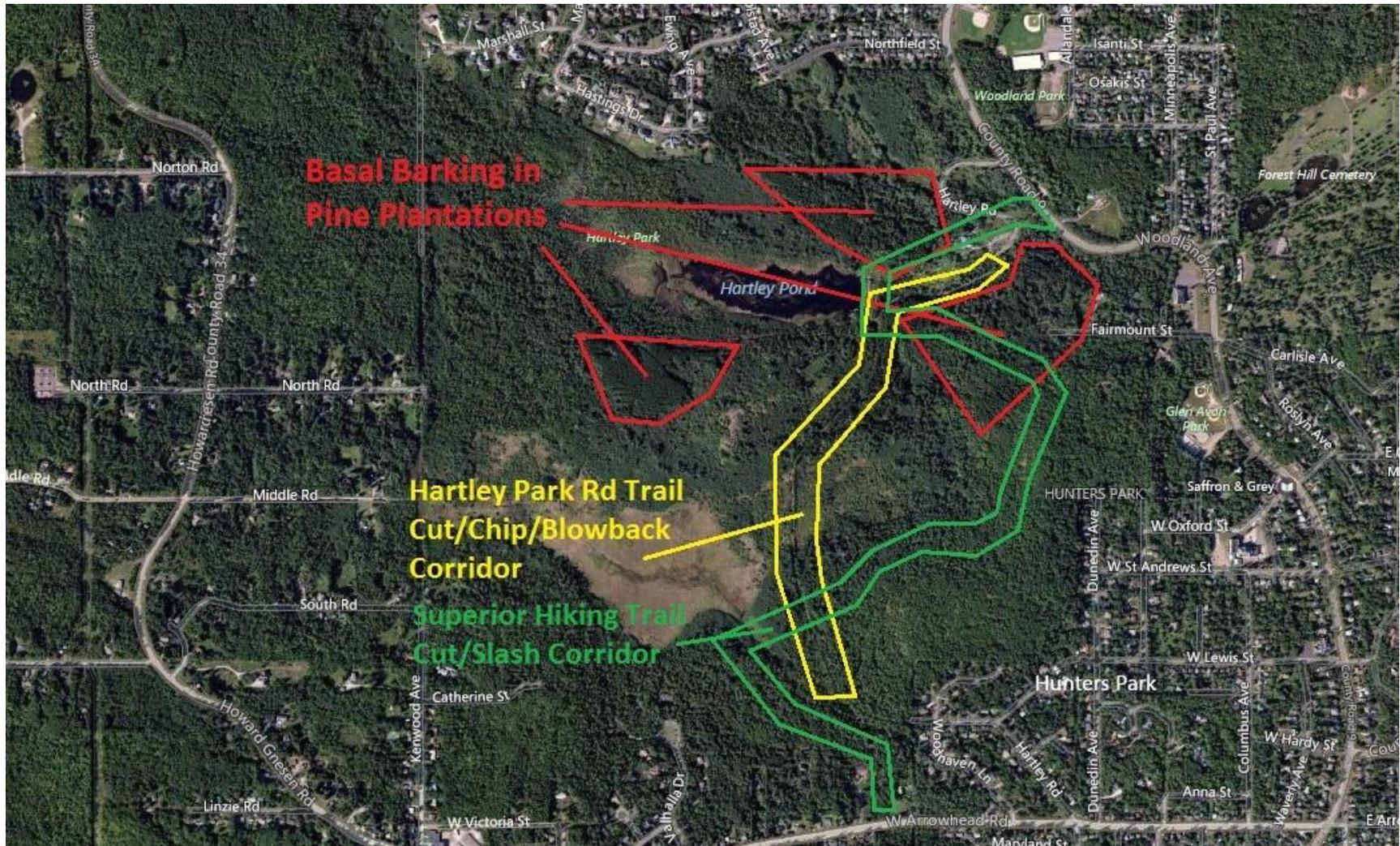
Another piece that is very good in their management strategy, is that they recognize the need for long-term management techniques and protocols to prevent the invasive pests from recolonizing. It is important to note that invasive species are a constant, ever evolving threat to our natural landscape and management plans have to extend deeper into the future than just a few years. The management strategy at ALNR does a great job in identifying future goals for their natural landscape that is present here.

Specifically in respect to the buckthorn removal, we would be employing methods at Hartley Park similar to management strategies and techniques that ALNR used. ALNR's plan stresses that cutting buckthorn without treating with an herbicide should be avoided at all costs. This is the same mentality that we stress at PRI. If buckthorn is cut without being treated it can actually intensify the infestation and make management much more difficult. This is why in our proposal, we have opted to avoid using forestry mowing equipment at Hartley Park. This type of equipment causes buckthorn stumps to shatter and makes the following herbicide treatments of those stumps ineffective. Without a plan in place for foliar herbicide applications for the following Fall, the buckthorn infestation would quickly grow out of control in a short period of time.

There are only two points where PRI would differ in strategy:

1. It appears that in some of the photographs of the buckthorn removal done at ALNR that the buckthorn was simply just cut and left lay. *This is a good way to save on cost with most of the time in a removal project bound up in disposal of debris*, but we don't feel this is a good option for Hartley Park after seeing the size of buckthorn colonies present there. Leaving the buckthorn lay as is after cutting would create a messy appearance and present some dangerous hazards to park users. Our proposal uses provisions for chipping or slashing debris to allow it to decompose faster in the heavy use areas of the park, mainly along the trails we mentioned in our proposal. I would guess that the ALNR eventually reentered the site and cleaned up their buckthorn piles but I did not read if they did.
2. Basal barking. This is a very cost-effective strategy for the Pine Plantations allowing us to cover more ground in a shorter time period and kill a lot more buckthorn at Hartley Park.

## Hartley Park: Proposed Buckthorn Removal Zones (map not to scale)



**Basal Barking Pine Plantations:** approximately = 30 acres

**Hartley Rd Trail Cut/Chip/Blowback Corridor:** approximately = 25 acres

**Superior Hiking Trail Cut/Slash Corridor:** approximately = 50 acres