



Title:	Authorization to Contract for Tree Removals at Greenway to Cedar Trail Connection	
Resolution number:	26-016	
Prepared by:	Gabriel Sherman, Senior Planner-Project Manager Phone: (952) 641-4510 gsherman@minnehahacreek.org	
Reviewed by:	Michael Hayman, Director of Project Planning	
Recommended action:	The Board of Managers authorizes a contract for Winter 2025/2026 tree and buckthorn removal at the Greenway to Cedar Trail Connection	
Schedule:	January – February 2026: Award and contracting February 2, 2026: City of St. Louis Park Public Hearing for Trail Project February 17, 2026: City of St. Louis Park Council Action to Approve Trail Project February 18, 2026: Notice to proceed March 31, 2026: Final date for tree clearing Fall 2026: Trail construction	
Budget considerations:	Fund name and code: SWLRT Stream Enhancement, 3-3152 Fund budget: \$494,432 Expenditures to date (2026): \$0 Requested amount of funding: \$17,650 (16,046 + 10% contingency)	
Past Board action:	Res # 12-080	Authorization to Enter into Contract with Wenck to Perform Urban Corridor Planning
	Res # 12-106	Authorization to Submit Prepared Comments on the Southwest Transitway Draft Environmental Impact Statement (DEIS) to Hennepin County
	Res # 14-009	Adopt Policy Framework “In Pursuit of a Balanced Urban Ecology in the Minnehaha Creek Watershed” to Guide Future Planning and District Initiatives
	Res # 15-084	Authorization to Enter into a Memorandum of Understanding with Professional Instruments Company for Cooperative Planning at 7800 Powell Road, Hopkins, MN
	Res # 22-050	Authorization to Proceed with Greenway to Cedar Trail Connection and Streambank Restoration Feasibility
	Res # 24-036	Authorization to Execute Grant Agreement with Hennepin County for Greenway to Cedar Trail Connection
	Res # 24-054	Ordering the Greenway to Cedar Trail Connection and Streambank Restoration Project

Summary:

Background

Since 2009, MCWD has worked with municipal and private partners on a series of projects in the highly urbanized corridor between West 34th Street and Meadowbrook Lake (Hopkins and St. Louis Park) to address downstream water quality and quantity issues, impaired ecological integrity within the creek and riparian corridor, and lack of recreational access to Minnehaha Creek and to catalyze economic development. A conceptual design for the Minnehaha Creek Greenway encompassing these projects and identifying future projects in the corridor was developed in 2012, and once the 325 Blake Road Restoration and Redevelopment is complete, the Greenway to Cedar Trail Connection and Streambank Restoration project will fill the remaining gap in the network of trails and greenspace.

The trail connection will bring the Greenway trail under the newly constructed SWLRT corridor, creating a trail connection between the Minnehaha Creek Preserve and the Cedar Lake LRT Regional Trail near 325 Blake Road, providing uninterrupted pedestrian infrastructure along Minnehaha Creek between Methodist Hospital in St. Louis Park and Cottageville Park in Hopkins. This project also provides an opportunity to stabilize the streambank and enhance the riparian zone of the stretch of Minnehaha Creek between 325 Blake Road and the Minnehaha Creek Preserve.

Since 2012, MCWD has worked closely with St. Louis Park, the Metropolitan Council, Hennepin County, Three Rivers Park District, and private property owners to ensure support for the trail project. All project partners were re-engaged in 2022 as the updated feasibility study was scoped and conducted, with engagement continuing throughout the current design process.

Feasibility, Project Ordering, and Design

Initial feasibility work was conducted in 2015/2016 by Wenck (now Stantec). MCWD contracted with Stantec and Inter-Fluve in 2022 to conduct a more detailed feasibility study to reflect current conditions in the creek and rail corridors, model the floodplain, and advance two potential trail alignments to assess constructability and land rights. During feasibility, MCWD staff worked closely with the City of St. Louis Park to understand the city's trail design requirements, maintenance preferences, and potential funding sources. The updated feasibility study resulted in two modified trail alignment options.

At the September 26, 2024, Board of Managers meeting a public hearing was held and the Board formally ordered the project. At the following Board of Managers meeting on October 10, 2024, the Board authorized contracting with Stantec Consulting Services, Inc. and subconsultant Inter-Fluve, Inc. to lead project design and engineering. A kickoff meeting with Stantec, MCWD, and agency partners was held on January 7, 2025, to gather information, share ideas, and identify any potential project hurdles. 30% design was reviewed, and a preferred trail alignment was confirmed at the May 8, 2025, Board of Managers meeting. 60% design was reviewed at the September 25, 2025, Board meeting and a community open house was held September 30, 2025.

Winter Tree Removals

Construction of the trail will take place under thawed conditions. However, due to protections for the northern long-eared bat, tree removals must occur between November 1 and March 31. There are approximately 40 trees to be cleared from the trail alignment, in addition to brush. Buckthorn clearing south of the rail bridges has been planned as part of the project as well. While not subject to the same seasonal clearing restrictions, we sought quotes to complete this work at the same time for cost and operational efficiency.

Quote Solicitation and Response:

On December 29, 2025, staff released a request for quotes to 16 vendors to complete the following work:

- Tree clearing of entire trail connection alignment
- Additional removal of single tree at 415 Blake Rd., in anticipation of 2026 Gateway to the Greenway construction
- Brush clearing of entire trail connection alignment
- Buckthorn clearing and treatment south of rail bridges

We received quotes from three vendors:

	MNL	Pro Tree	Shadywood Tree Experts & Landscaping
Base Quote Total	\$99,500	\$16,046	\$37,688

Analysis and Recommendation:

Based on an analysis of cost and its previous work for the City and MCWD, staff recommends entering into a contract with Pro Tree to perform tree and buckthorn removal at the Greenway to Cedar Trail Connection project site. An additional 10% contingency over the quoted amount has been budgeted for any additional required work identified on site and not contemplated in the original scope of work. The submittal from each contractor has been provided in supplemental materials, distributed separately to the managers in order to protect non-public information in accordance with Minnesota Statutes §13.591.

At the January 22, 2026, Board meeting, staff will present the contract award recommendation and provide a brief status update on the project. It is staff's recommendation that the Board of Managers approve resolution 26-016, authorizing the District Administrator, on advice of counsel, to enter into a contract for tree and buckthorn clearing. The City of St. Louis Park is currently moving the overall project through its City Council process, with a final vote on February 17, 2026 to approve the necessary project agreements between the City and MCWD to fund, construct, and maintain the trail connection. Staff therefore further recommends making final award of the contract contingent on the City's approval of the project.

Supporting Documents:

- Attachment 1: RFQ Packet
- In accordance with Minnesota Statutes §13.591, submitted quotes are not a part of the public record until the Board of Managers has selected a contractor. A copy of each submitted quote will have been distributed to the managers, via email, for review prior to the January 22, 2026 meeting.



RESOLUTION

Resolution number: 26-016

Title: Authorization to Contract for Tree Removals at Greenway to Cedar Trail Connection

- WHEREAS on March 27, 2014, the Board of Managers adopted a policy “In Pursuit of a Balanced Urban Ecology in the Minnehaha Creek Watershed District” to guide the MCWD’s planning and watershed management activities, integrating its water resource implementation efforts with urban planning, through innovation, partnership and a sustained geographic focus;
- WHEREAS the MCWD has identified the area between West 36th Street and Meadowbrook Lake as a priority area for capital improvements focused on stormwater management, greenspace expansion and increased recreational access;
- WHEREAS working with the Cities of St. Louis Park and Hopkins, and with other public and private partners, the MCWD has implemented a series of initiatives to restore, enhance and connect Minnehaha Creek and its associated riparian areas;
- WHEREAS the MCWD 2018-27 Watershed Management Plan identifies for capital project implementation a connection between the Minnehaha Creek Greenway and the Cedar Regional trail and restoration of a degraded section of Minnehaha Creek through streambank stabilization and vegetative enhancement;
- WHEREAS the MCWD has been coordinating with the Southwest Light Rail Transit (SWLRT) Project Office with respect to the integration of public transit, development and water resource management interests, including for the purpose of informing design as to a critical pedestrian crossing at Minnehaha Creek and SWLRT that is part of the Minnehaha Creek Greenway conceptual plan;
- WHEREAS on October 8, 2015, the Board of Managers authorized the MCWD to enter a Memorandum of Understanding with Professional Instruments Company which documented mutual goals and established a cooperative framework within which the potential for a beneficial collaboration may be explored;
- WHEREAS in 2015/ 2016, Stantec Consulting Service Inc. (Stantec), previously Wenck Associates, Inc., completed initial feasibility work to determine potential alignments for a trail connection between the Minnehaha Creek Preserve and the Cedar Lake LRT Regional Trail under the SWLRT, freight rail, and regional trail bridges in St. Louis Park;
- WHEREAS on August 11, 2022, the Board of Managers authorized a contract with Stantec and Inter-Fluve to complete an updated feasibility study to reflect current conditions in the creek and rail corridors, model the floodplain, and advance two potential trail alignments to assess constructability and land rights;
- WHEREAS on June 22, 2023, the Board of Managers reviewed the results of the feasibility study, which demonstrated a viable trail alignment that minimizes impacts to private property and proposed a range of options for streambank stabilization and ecological enhancements;
- WHEREAS St. Louis Park has identified this trail connection as a priority through its “Connect the Park” transportation planning initiative;

WHEREAS in March 2023, the MCWD applied for Hennepin County TOD Program Grant funds for eligible elements of the 325 Blake Road Restoration and Redevelopment and the Greenway to Cedar Trail Connection and Streambank Restoration projects;

WHEREAS on August 22, 2023, the Board of Hennepin County Commissioners passed Resolution 23-0310 authorizing the County Administrator to negotiate a grant agreement with the MCWD in the amount of \$200,000 for eligible elements of the trail connection project;

WHEREAS on June 27, 2024, the Board of Managers authorized the District Administrator to execute the Southwest Community Works Program Grant Agreement for the Blake Road Station Area Cedar Trail Connection by the Minnehaha Creek Watershed District;

WHEREAS on September 9, 2024, the St. Louis Park City Council adopted a resolution of support for the Greenway to Cedar Trail Connection and Streambank Restoration Project, granting the MCWD access to City-owned parcels for the purposes of project design and signaling its intention to allocate funds for half the trail costs through its 2025-2029 CIP;

WHEREAS on September 26, 2024 the Board ordered the Greenway to Cedar Trail Connection and Streambank Restoration Project ("Project");

WHEREAS the Project requires tree and brush clearing along the trail segment corridor, which may only occur from November 1 - March 31 due to northern long-eared bat protections;

WHEREAS the Project also includes removal and treatment of buckthorn south of the rail bridges;

WHEREAS the District solicited quotes from 16 qualified contractors and received responses from three tree/vegetation contractors;

WHEREAS District staff has reviewed the quotes and determined that the contractors all are qualified and of similar ability to provide services and thus recommends contract award on the basis of lowest cost;

WHEREAS Pro Tree submitted the low quote for tree and buckthorn removal, and MCWD staff have determined that the quote is responsive;

WHEREAS the Board has reviewed the submitted quotes and concurs with the recommendation of staff;

WHEREAS the St. Louis Park City Council must approve the project agreements between MCWD and the City before tree clearing can occur;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice of counsel, to enter into a contract with Pro Tree in the amount of \$16,046 for tree, brush, and buckthorn removal at the Greenway to Cedar Trail Connection project site, contingent on the St. Louis Park City Council's approval of the project agreements between MCWD and the City, and authorizes the Administrator to execute change orders up to an additional aggregate amount of 10 percent of the contract price.

Resolution Number 26-016 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 1/22/2026

Secretary Date: _____

**Request for Quotes – MCWD Greenway-
Cedar Trail Connection
Tree Clearing**

Request for Quotes



SUBJECT: MCWD Greenway-Cedar Trail Connection Tree Clearing

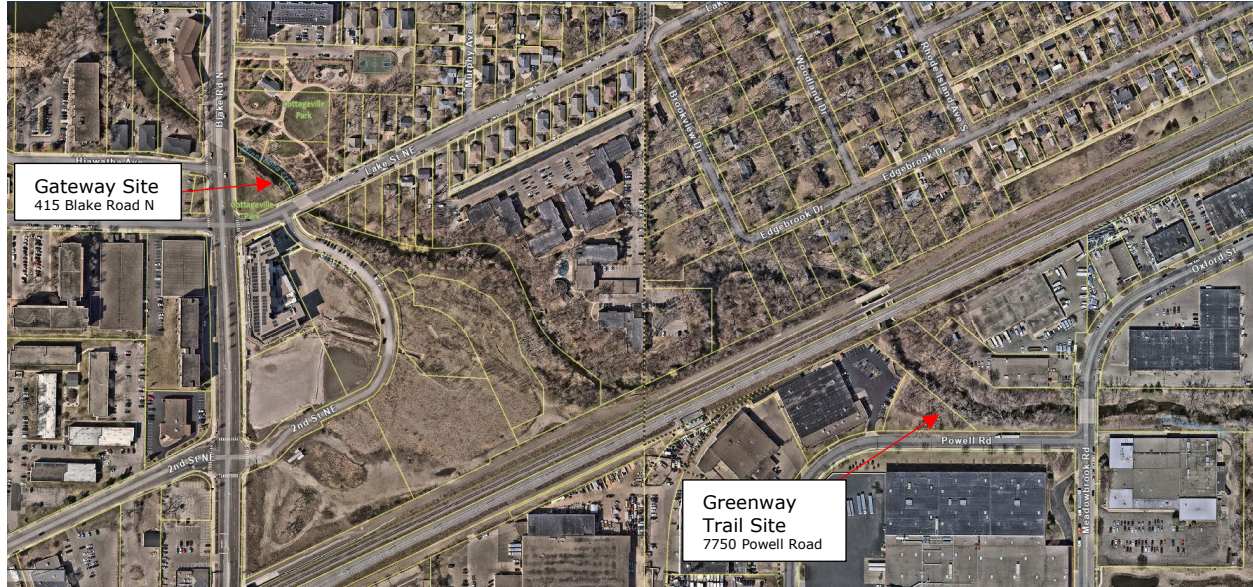
ISSUE DATE: Monday December 29, 2025

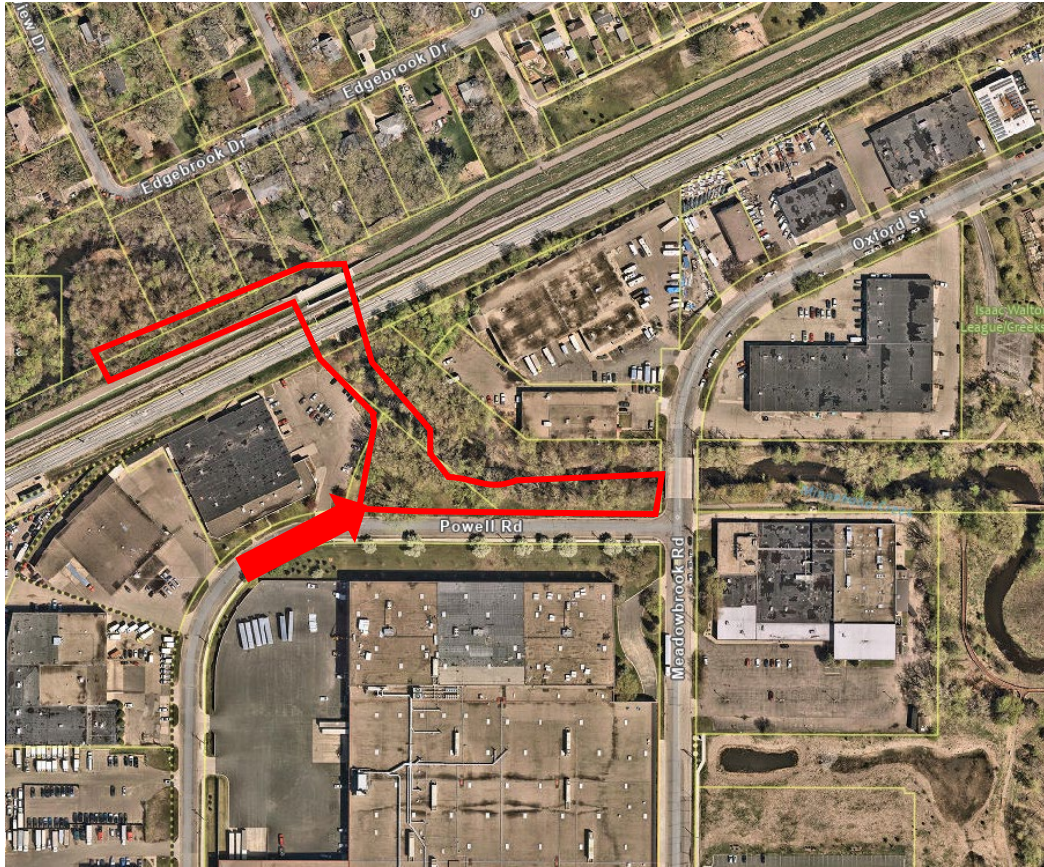
DUE TO: Gabe Sherman
Planner – Project Manager
15320 Minnetonka Blvd
Minnetonka, MN 55345
Email: gsherman@minnehahacreek.org
Direct Phone: (952) 641-4510
Office Phone: (952) 471-0590

DUE DATE: Friday, January 16th, 2026, 12:00 PM
Quotes shall be emailed. Please submit a completed Quote Form. All quotes will be binding for 60 days or until released by project Owner if earlier. MCWD will handle all quotes in accordance with Minn Stat 13.591, subd 3(a).

PRE-QUOTE MEETING: A mandatory pre-quote meeting will be held at the project site at the intersection of Powell Road and Meadowbrook Road in St. Louis Park, MN (See map below) on Monday, January 12th, 2026 at 11:00 AM. Please indicate to Gabe Sherman at gsherman@minnehahacreek.org if you plan on attending.

SITE LOCATION:





BACKGROUND

Tree clearing work for the MCWD Greenway-Cedar Trail Connection project must be completed in advance of other construction activities due to tree clearing restrictions imposed by the presence of bats in the work area. Due to these restrictions, all work must be complete by March 31st, 2026. The attached figure shows the locations in which tree clearing is to take place. In addition to tree clearing, additional buckthorn maintenance and brush clearing will be completed within the project corridor. All construction limits will be located in the field by Stantec.

There is one additional tree to be included in the tree clearing located at 415 Blake Road N. This tree is to be flush cut and the debris hauled from the site.

PROJECT INFORMATION AND REQUIREMENTS

- 1) Quoting Timeline:** Prior to the submittal of a Quote, if a potential Quoter is in doubt as to the true meaning of the Contract Documents or requires clarifications, that potential Quoter shall submit to the ENGINEER a written request for an interpretation or clarification thereof. Any inquiry received three (3) or more business days (deadline is Tuesday January 13, 2026) prior to time for submitting quotes will be considered. The Quoter submitting the request shall be responsible for prompt delivery. Interpretations and clarifications considered necessary by the ENGINEER in response to such requests will be issued by Addenda issued through email at least two (2) business days (Wednesday January 14, 2026) before the date for submitting quotes. Any Addenda issued during the quoting period shall be made a part of the

Quoting Documents. It is the responsibility of the contractor, subcontractor, vendor, and/or any individual and/or corporation to review all addendums twenty-four (24) hours prior to quote. Only interpretations and clarifications issued by Addenda will be binding. Oral interpretations and clarifications will be without legal effect.

- 2) **Scope:** The work covered under this Contract shall consist of the labor, equipment, materials, tools, transportation, and incidentals necessary for: MCWD Greenway-Cedar Trail Connection tree clearing and buckthorn management.
- 3) **Location of work (project site):** The project site is located in Saint Louis Park, MN in Hennepin County. Access will be provided off Powell Road. This location has been provided as a general location and is not the legal description. Refer to the Construction Drawings for more detail.
- 4) **Project Owner:** Minnehaha Creek Watershed District, 15320 Minnetonka Boulevard, Minnetonka MN 55345
- 5) **Property Owner:** City of St. Louis Park, 7305 Oxford St., St. Louis Park, MN 55426
- 6) **Engineer:** All inquiries, information, and coordination with the Owner relating to the scheduling of work, use of the site, and similar matters shall be directed to Nick Wyers, Stantec Consulting Services Inc.
Address: 1 Carlson Parkway N, Plymouth, MN 55447
Phone: (952) 838-5661 Email Address: Nick.Wyers@stantec.com
- 7) **Schedule/time of completion:** The Contractor shall commence work within the shortest time possible after notification by the Project Owner. The work shall not begin until receipt of Notice to Proceed from Project Owner.
Anticipated start of work to be on or after Tuesday, February 3rd, 2026. All work shall be complete, as defined by all tree removals and restoration work complete, by Tuesday March 31st, 2026.
- 8) **Delays:** The Contractor shall notify the Engineer (Stantec) of any prospective delays in the completion of this project. Such notice shall be given as soon as the Contractor recognizes the prospect of a delay. Tree clearing must be completed by the date above due to the potential of Northern Long Eared Bats. DNR restriction dates must be followed.
- 9) **Use of premise:** The Contractor shall cooperate with the Owner in the scheduling and execution of the Work and use of the site and shall notify the Owner as far as possible in advance of the commencement of any work or operation which would interfere with the use of the existing facility.
- 10) **Special site conditions:** Special care shall be taken to prevent damage to any part of the existing roads and private utilities. Any damages caused by work or mobilization activities must be repaired to existing condition or better at the Contractor's own expense.
- 11) **Examination of site:** Before submitting a proposal on the work contained in these specifications, each quoter shall visit the site, examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. If quoter plans to visit the site prior to the pre-quote meeting, please notify Gabe Sherman at MCWD. No extras will be allowed because of the Contractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions.
- 12) **Substitutions:** Any proposed substitutions of materials and equipment shall be submitted to and approved by Engineer.
- 13) **Protection and barricades:** The Contractor shall erect temporary enclosures, barricades, fences or such protective structures as required and as needed to complete the work. Temporary barricades, fencing, etc. shall be supplied and installed as necessary to meet all governing safety standards at the Contractor's own expense. Excavations shall be backfilled at the end of each workday. After completion of the project the Contractor shall remove the temporary barricades and

repair any damage caused by the erection of the barricades at the Contractor's own expense.

- 14) **Maintenance:** The Contractor will be required to maintain all finished work until final acceptance by Owner. If work is anticipated to occur during cold weather, in the event that snow removal is required for site access and work activities, the Contractor shall coordinate with Owner for acceptable snow storage areas onsite. Snow removal and storage is incidental to the contract.
- 15) **Site Access:**
 - a. Contractor/work traffic must access the site from Powell Road.
 - b. Access to 415 Blake Road N will be from Lake Street NE. No parking will be allowed on Blake Road.
 - c. During the execution of this project, all access, movement of equipment, and storage of materials shall be within the work limits identified in the Contract Documents. The Contractor's material storage and parking areas shall be as approved by the Owner, Engineer, and City.
 - d. The Contractor's staging, storage, and equipment parking areas shall be restored before final acceptance of the work, at the Contractor's own expense.
 - e. The Contractor shall be solely responsible for making arrangements for any necessary off-site storage or shop areas.
 - f. The Contractor shall notify the Owner of any activities that may disrupt access to businesses or facilities or parking areas at the Preconstruction Conference. Additional notification to the Owner shall occur at least 2 business days prior to activity.
 - g. The Contractor is responsible for keeping streets and roadways clean of dust, dirt, mud and debris both inside and outside the work area, at the Contractor's own expense.
- 16) **Highway Limitations:** The CONTRACTOR shall make an investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the project. It shall be the CONTRACTOR'S responsibility to construct, maintain, and restore any haul roads required for its operations in accordance with the provisions of Section 2051.3 of MN/DOT's "Standard Specifications for Construction", latest Edition with revisions and supplements. CONTRACTOR shall obtain all permits and pay all fees required for oversize loads.
- 17) **Storage of materials:** Contractor shall provide storage as required to protect and preserve all materials stored at the site. The Contractor shall properly secure, cover, and protect materials.
- 18) **Permits/Inspections:**
 - a. Contractor shall secure all federal, state, county, and City permits necessary for work. Permits to include but not limited to the following:
 - i. Permits necessary for tree removal.
- 19) **Clean up:** Contractor to clean up finished surfaces, storage areas and areas contiguous to the work. Remove all debris, containers and scrap materials from the project site and dispose of in a legal manner. Touch up and restore any finishes that are damaged prior to final inspection. This work is to be done at the Contractor's own expense.
- 20) **Final inspection:** The Contractor is responsible to schedule an inspection prior to final acceptance.
- 21) **Health and Safety:** The Contractor shall have, as appropriate, health and safety plans for all work performed under this Contract. The Health and Safety Plan shall address incident specific hazards and tasks.
- 22) **Interruption of services:** The Contractor shall not interrupt, cut, or alter, in any way, any of the existing services and utilities without the express written notice and

permission of the service/utility Owner. **If the contractor must interrupt electrical, mechanical, or communication/telephone service, they shall notify the owner of such need at least seven days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.**

- 23) **Public and Private Utilities:** It shall be the responsibility of the Contractor to clear all utilities. Contractor must notify Gopher State One Call (811) to check location of utilities prior to beginning work. Any private or public utilities damaged must be repaired at the Contractor's expense.
- 24) **Insurance Requirements:** See Small Construction Contract (Attachment C) for requirements.
- a. List Stantec Consulting Services Inc., City of St. Louis Park and the Minnehaha Creek Watershed District as Additional Insured for CGL and any excess/umbrella coverage used to meet CGL requirements.
 - b. Indicate Minnehaha Creek Watershed District as Additionally Insured for Auto.
- 25) **Basis of Award:** The OWNER shall award a contract to selected quote meeting specifications based on the Base Quote amount and any selected alternates. The OWNER reserves the right to reject any or all quotes and to waive any minor irregularities, informalities, or discrepancies. Discrepancies between the multiplication of units of work and Quote Unit Prices will be resolved in favor of the Quote Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resulted in favor of the correct sum. Owner, in its discretion, is not obligated to award the contract to the lowest quote.
- 26) **Contract Documents:**
- a. Contract documents shall consist of the following:
 - i. Written Amendments, Modifications, Change Orders, and other documents amending, modifying, or supplementing the Contract Documents
 - ii. Contract Agreement
 - iii. Quote Form
 - iv. Addenda (if applicable)
 - v. Request for Quotes
 - vi. Construction Drawings
 - vii. Specifications
 - b. In case of discrepancy in the Contract Documents, the order listed above shall be the order of precedence for the Contract Documents, that is, the governing document shall be Change Order(s) followed by the Agreement, and so forth.
- 27) **Execution and Closeout Requirements:** The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:
- a. Certificates of inspection and acceptance by any local governing agencies having jurisdiction.
 - b. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.
 - c. Form IC-134 as required per Minnesota Statutes §290.92 and 270C.66. (Note that all work will occur on public property not subject to liens.)
- 28) **Working Hours:** Contractor's operations shall be limited to the hours of local time as required by the City of St. Louis Park and the project Owner, unless prior arrangements are made with the OWNER and at least 48 hours in advance of proposed change and change is approved by the City and project Owner. CONTRACTOR'S operations shall be limited to Monday through Friday between 7:00 AM and 5:00 PM within the City of St. Louis Park and Hopkins. No work is to be done on Saturdays, Sunday, and legal holidays. However, emergency Work may be done without prior permission. The CONTRACTOR shall make a reasonable effort to notify OWNER and ENGINEER of emergency Work as soon as possible. Emergency work is

considered work that if not completed immediately will pose a risk to public safety and/or the environment.

- 29) **Construction Staking/Field Engineering:** Staking of the construction limits will be a responsibility of the Engineer to establish the limits of construction.
- 30) **Mobilization/Demobilization:** Mobilization and demobilization shall consist of the following work, but not limited to: mobilization of material and equipment to the site, preparation of all necessary permits, submittals, notifications, and other documentation, final site clean-up, and demobilization of all materials and equipment from site.
- 31) **Traffic Control:** Contractor is responsible for all traffic control. Traffic control must be in accordance with the Latest Edition of the MN MUTCD, including latest field manual for temporary traffic control zone layouts. Submit traffic control plan to City, and Engineer for review prior to work related activities. Plans must comply with applicable permit requirements.
- 32) **Temporary Facilities and Controls:**
 - a. Electrical: Contractor to provide temporary power supply as may be required for contractor's activities and appurtenances. Such services shall be paid by CONTRACTOR.
 - b. Water: Contractor to obtain and supply water for usage at site. Such services shall be paid by CONTRACTOR.
 - c. Sanitary Facilities: Contractor to provide sanitary facilities for personnel at the site. Such services shall be paid by CONTRACTOR.
 - d. Fire Protection: Contractor shall make all arrangements necessary to assure that the Site and the Work have adequate fire protection services throughout the duration of the Work. Any special fees or charges imposed by the local governmental units or other organization to provide such services shall be paid by CONTRACTOR.
 - e. Lighting: Contractor shall provide such temporary lighting as may be required to perform the Work. Such services shall be paid by CONTRACTOR.
 - f. Telephone: Contractor to provide cell phone service to supervisory personnel on site. Such services shall be paid by CONTRACTOR.
 - g. Fueling operations shall be conducted in a manner to not cause any pollution.

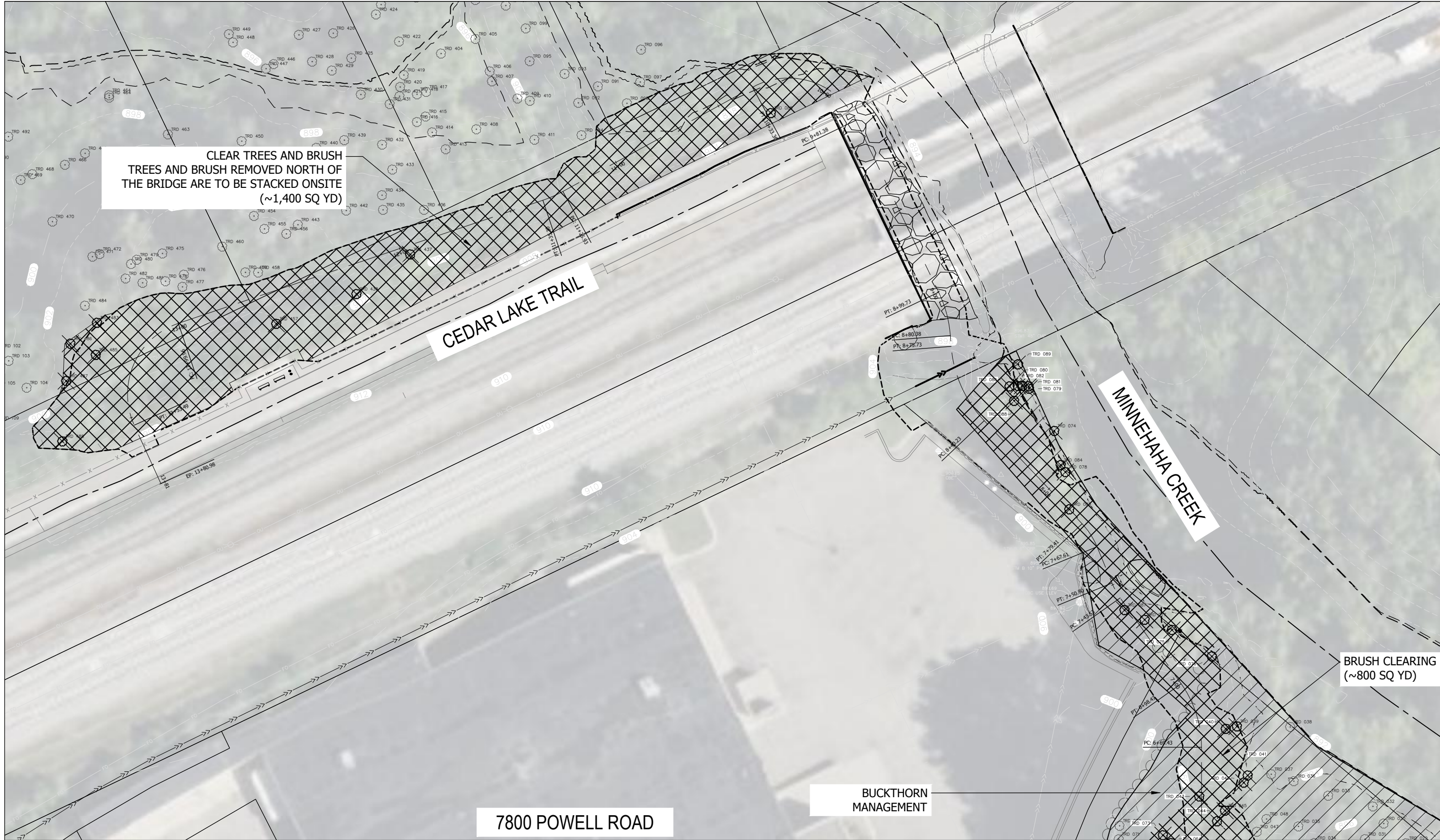
ATTACHMENTS

- A) Construction Drawings and Tree Survey
- B) Technical Specifications
- C) Contract Template
- D) Quote Proposal Form

**Attachment A – MCWD Greenway-Cedar
Trail Connection Tree
Removal
Construction Drawings and
Tree Survey**

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ONE CARLSON PARKWAY
 SUITE 100
 PLYMOUTH, MN 55447
 PHONE: 763-252-8800
 WWW.STANTEC.COM

CLIENT:

MINNEHAHA CREEK
WATERSHED DISTRICT

PROJECT TITLE

MCWD CEDAR-GREENWAY
TRAIL CONNECTION

CITY OF SAINT LOUIS PARK
HENNEPIN COUNTY, MINNESOTA

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
11/04/2022	FEASIBILITY STUDY	0	
XX/XX/2025	30% PLANS	1	
09/22/2025	60% PLANS	2	

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LICENSE NO.:

DATE:

PROJECT NO.:		227707443	
DWN BY:	CHK'D BY:	APP'D BY:	
JE	NW	NW	
ISSUE DATE:		09/22/2025	
ISSUE NO.:		2	

SHEET TITLE:

TREE REMOVAL
PLAN

SHEET NO.:

FIGURE 1

EXISTING LEGEND

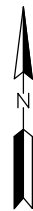
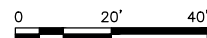
	EXISTING PROPERTY LINE		EXISTING STORM SEWER MANHOLE
	EXISTING RETAINING WALL		EXISTING STORM SEWER INLET
	EXISTING STORM SEWER		EXISTING STORM SEWER INLET
			EXISTING LIGHT POLE
			EXISTING FLARED END SECTION

PROPOSED LEGEND

	TRAIL CENTERLINE
	CONSTRUCTION BOUNDARY
	REMOVE TREE
	BRUSH REMOVAL
	BUCKTHORN MANAGEMENT

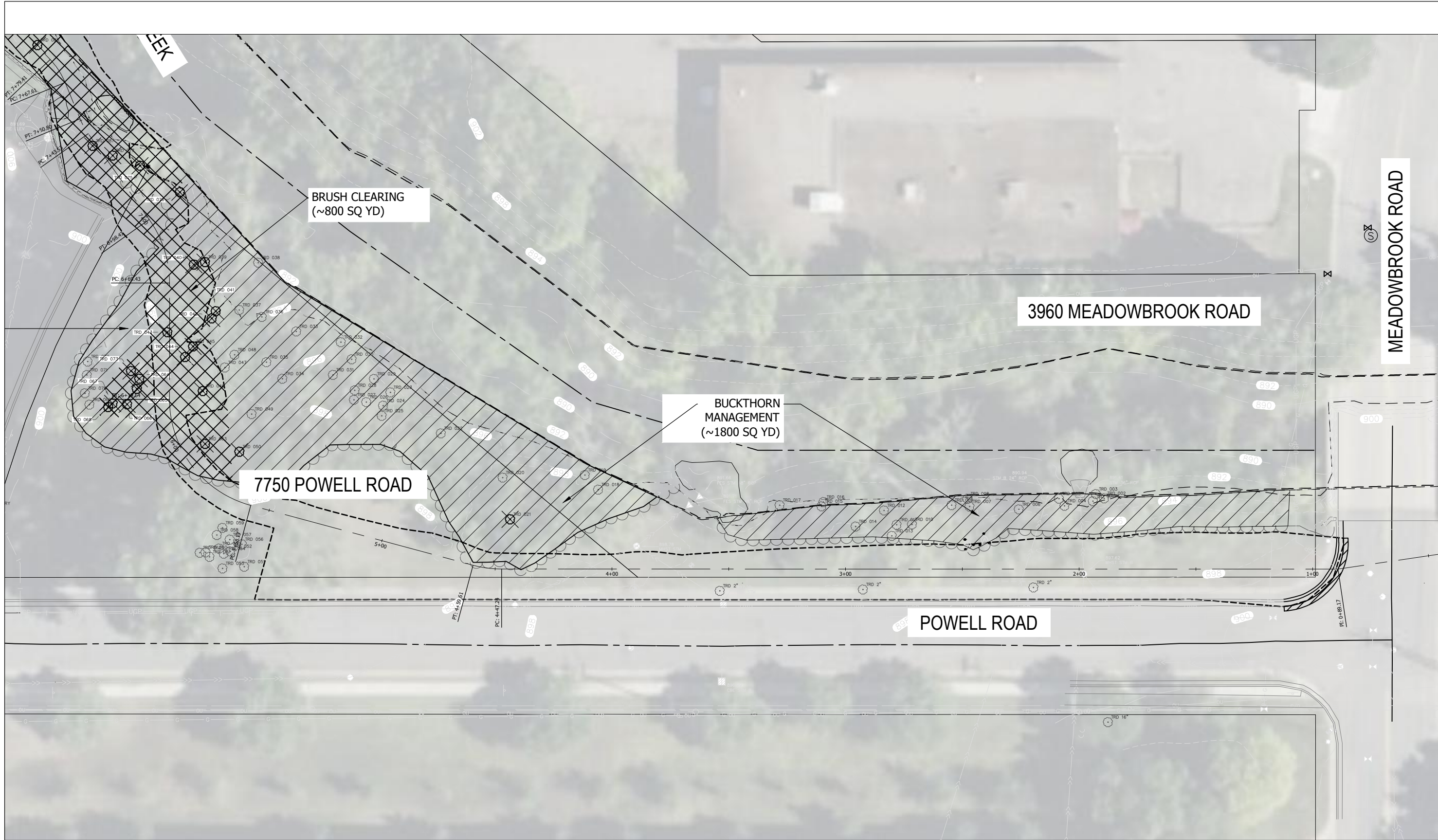
NOTES

- CLEAR BRUSH AS NECESSARY TO ACCESS THE PROJECT SITE. COORDINATE LIMITS WITH ENGINEER PRIOR TO REMOVALS.
- TREE REMOVAL LIMITS WILL BE STAKED IN THE FIELD. ANTICIPATED IMPACT AREAS HAVE BEEN SCHEMATICALLY SHOWN.
- ALL STUMPS WITHIN 10 FEET OF STREAM EDGES CAN REMAIN IN PLACE. STUMPS ARE TO BE CUT FLUSH TO THE GROUND.
- ALL WORK ASSOCIATED WITH REMOVING TREES AND CLEARING AND GRUBBING MUST BE COMPLETED BY MARCH 27TH, 2026.
- INSTALL ORANGE CONSTRUCTION PROTECTIVE FENCING AROUND TREES TO BE PROTECTED. CONDUCT OPERATIONS IN SUCH A MANNER THAT DOES NOT DAMAGE PROTECTED TREES AND VEGETATION OUTSIDE OF THE LIMITS OF REMOVAL/CLEARING OR CONSTRUCTION



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EXISTING LEGEND

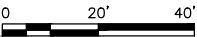
	EXISTING PROPERTY LINE		EXISTING STORM SEWER MANHOLE
	EXISTING RETAINING WALL		EXISTING STORM SEWER INLET
	EXISTING STORM SEWER		EXISTING STORM SEWER INLET
			EXISTING LIGHT POLE
			EXISTING FLARED END SECTION

PROPOSED LEGEND

	TRAIL CENTERLINE
	CONSTRUCTION BOUNDARY
	REMOVE TREE
	BRUSH REMOVAL
	BUCKTHORN MANAGEMENT

NOTES

- CLEAR BRUSH AS NECESSARY TO ACCESS THE PROJECT SITE. COORDINATE LIMITS WITH ENGINEER PRIOR TO REMOVALS.
- TREE REMOVAL LIMITS WILL BE STAKED IN THE FIELD. ANTICIPATED IMPACT AREAS HAVE BEEN SCHEMATICALLY SHOWN.
- ALL STUMPS WITHIN 10 FEET OF STREAM EDGES CAN REMAIN IN PLACE. STUMPS ARE TO BE CUT FLUSH TO THE GROUND.
- ALL WORK ASSOCIATED WITH REMOVING TREES AND CLEARING AND GRUBBING MUST BE COMPLETED BY MARCH 27TH, 2026.
- INSTALL ORANGE CONSTRUCTION PROTECTIVE FENCING AROUND TREES TO BE PROTECTED. CONDUCT OPERATIONS IN SUCH A MANNER THAT DOES NOT DAMAGE PROTECTED TREES AND VEGETATION OUTSIDE OF THE LIMITS OF REMOVAL/CLEARING OR CONSTRUCTION



ONE CARLSON PARKWAY
SUITE 100
PLYMOUTH, MN 55447
PHONE: 763-252-8800
WWW.STANTEC.COM

CLIENT:

MINNEHAHA CREEK
WATERSHED DISTRICT

MCWD CEDAR-GREENWAY
TRAIL CONNECTION
CITY OF SAINT LOUIS PARK
HENNEPIN COUNTY, MINNESOTA

DATE	DESCRIPTION	ISSUE NO.	PROJECT TITLE
11/04/2022	FEASIBILITY STUDY	0	
XX/XX/2025	30% PLANS	1	
09/22/2025	60% PLANS	2	

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LICENSE NO.:
DATE:

PROJECT NO.: 227707443

DWN BY: JE CHK'D BY: NW APP'D BY: NW

ISSUE DATE: 09/22/2025

ISSUE NO.: 2

SHEET TITLE:
TREE REMOVAL
PLAN

SHEET NO.:
FIGURE 2

tag_id	condition	dbh	comment	common_name	Clear	Grub
1		20		Cottonwood		
2		26		Cottonwood		
3		13		Black Willow		
4		8		American Elm		
5		50		Cottonwood		
6		7		American Elm		
7		23		Cottonwood		
8	Dying	28		Cottonwood		
9		26, 10	two trunks	Cottonwood		
10		32		Cottonwood		
11		21		Cottonwood		
12		14		Cottonwood		
13		28		Cottonwood		
14		6		Green Ash		
15		12		Cottonwood		
16		10		Cottonwood		
17		32		Cottonwood		
18		6		American Elm		
19		74		Cottonwood		
20		42, 18, 22	three stems, one dead	Boxelder		
21		10		Common Buckthorn	X	X
22		7		Boxelder		
23		7		Boxelder		
24		19, 21	2 stems	Cottonwood		
25		28		Cottonwood		
26		30		Cottonwood		
27		22, 16	2 stems	Cottonwood		
28		24, 22	2 stems	Cottonwood		
29	Dead	10		Cottonwood		
30		32		Cottonwood		
31		6		Boxelder		
32		10		Siberian Elm		
33		11		Boxelder		
34		22, 24	2 stems	Cottonwood		
35		7		Boxelder		
36		8, 5	two stems	Boxelder		
37	Dead	7				
38		28, 21	two stems	Cottonwood		
39	Dying	14 (dead), 14		Boxelder	X	X
40	Dying	18		Boxelder	X	X
41		9		Boxelder	X	X
42		11		Boxelder	X	X
43		20, 24, 36	triple stem	Cottonwood	X	X
44		6		Boxelder	X	X
45		64		Cottonwood	X	X
46		6		Boxelder	X	X
47		9		Boxelder		
48	Dead	6		Boxelder		
49		6		Green Ash		
50		8		American Elm	X	X
51		14		Boxelder		
52		34, 16, 23,	five stems	Cottonwood		
53		24, 28, 25,	quad stem	Cottonwood		
54		27, 24, 14	triple stem with one dead stem	Cottonwood		
55		25		Cottonwood		
56		21, 9	twin stem	Cottonwood		
57		16, 16		Cottonwood		
58		12, 24, 20,	quad stem with one dead	Cottonwood		
59		15		Cottonwood		
60		18		Cottonwood		

tag_id	condition	dbh	comment	common_name	Clear	Grub
61		13		Cottonwood		
62		8		Boxelder		
63		9		American Elm	X	X
64		7		Boxelder	X	X
65		9		Boxelder	X	X
66		8		Boxelder	X	X
67		6		Boxelder	X	X
68		11		Boxelder	X	X
69		10	leans out over grass pretty far	Boxelder		
70		20		Boxelder		
71		12		Boxelder		
72		8		Boxelder		
73		10		Boxelder	X	X
74		6		American Elm	X	
75		20		Boxelder	X	X
76		6, 15 (dying)	larger stem is mostly dead	American Elm	X	X
77		10		Boxelder	X	X
78		11, 10, 13		Boxelder	X	X
79		10, 4		Silver Maple	X	
80		14	malus baccata - Siberian crab apple		X	
81		6		Little-leaf Linden	X	
82		10, 8		Little-leaf Linden	X	
83		13, 12, 8		White Mulberry	X	X
84		6		White Mulberry	X	X
85		9		Black Cherry	X	X
86		9		Little-leaf Linden	X	
87		7		White Mulberry	X	X
88		6		Boxelder	X	
89		10		Silver Maple	X	
90		9		Green Ash		
91		6		Boxelder		
92		9		White Mulberry		
93	Dead	14, 12 (bot)	very dead			
94		6		White Mulberry		
95		8	tree live but horizontal	Boxelder		
96		9		Green Ash		
97		7		White Mulberry		
98		7		Boxelder		
99		20		Boxelder		
100		8		Boxelder		
101		7		Boxelder		
102	Dying	20		Cottonwood		
103		11		Green Ash		
104		6		Common Buckthorn		
105	Dead	6		Boxelder		
106		9, 7		Common Buckthorn		
107		6		Common Buckthorn		
108		8		Common Buckthorn		
109		8		Common Buckthorn		
110		19, 13		Northern Pin Oak		
401		7		Boxelder		
402		7		Boxelder		
403		46		Cottonwood		
404		12, 22, 7		Silver Maple		
405		11		Boxelder		
406		8		Green Ash		
407		12		Boxelder		
408		8		Boxelder		
409		20		Boxelder		
410		7		Boxelder		

tag_id	condition	dbh	comment	common_name	Clear	Grub
411		7, 6		Common Buckthorn		
412		6, 6		Common Buckthorn		
413		36		Cottonwood		
414		7		Bur Oak		
415		15		Green Ash		
416		8		Green Ash		
417		6		Green Ash		
418		7		Green Ash		
419		7		Green Ash		
420		12		Green Ash		
421		6		Boxelder		
422	Dead	13		Green Ash		
423		9		Green Ash		
424		9		Green Ash		
425		6		Green Ash		
426		7, 8		Green Ash		
427		7		Green Ash		
428		8		Green Ash		
429		13		Green Ash		
430		6		Green Ash		
431		7		Boxelder		
432		10		Boxelder		
433		6		Boxelder		
434		27		Bur Oak		
435		7		Common Buckthorn		
436		8		Common Buckthorn		
437		12		Bur Oak	X	X
438		11		Bur Oak	X	X
439		20, 11		Green Ash		
440		7		Common Buckthorn		
441		7		Common Buckthorn		
442		6		Common Buckthorn		
443		28, 28		Cottonwood		
444		40		Cottonwood		
445		6		Common Buckthorn		
446		15		Green Ash		
447		23		Green Ash		
448		9		Green Ash		
449		7, 7		Boxelder		
450		7		Common Buckthorn		
451		8		Common Buckthorn		
452	Dead	8		Cottonwood		
453	Dead	8		Cottonwood		
454	Dead	7				
455		8, 7		Common Buckthorn		
456		7		Cottonwood		
457		11		Bur Oak	X	X
458		6		Bur Oak		
459		9		Bur Oak		
460		17		Cottonwood		
461		13		Green Ash		
462		6		Common Buckthorn		
463		11		Cottonwood		
464		14, 11		Bur Oak		
465		29, 10, 14,	Three of stems are growing horizontally	White Mulberry		
466		9, 5 (dead)		White Mulberry		
467	Dead	7, 5				
468		7, 9		White Mulberry		
469		16		White Mulberry		
470		9		Green Ash		

tag_id	condition	dbh	comment	common_name	Clear	Grub
471	Dead	21		Cottonwood		
472	Dead	23		Cottonwood		
473		8		Common Buckthorn		
474		8		Green Ash		
475		7, 7		Bur Oak		
476		6		Bur Oak		
477	Dead	22		Cottonwood		
478		9		Bur Oak		
479		26		Cottonwood		
480		7		Bur Oak		
481		6		Bur Oak		
482		9		Bur Oak		
483		24		Cottonwood	X	X
484		16		Bur Oak		
485		6		Bur Oak	X	X
486	Dead	7		Common Buckthorn	X	X
487		12		Bur Oak	X	X
488		18		Bur Oak	X	X
489		6		Common Buckthorn		
490		10		Green Ash		
491		21		Cottonwood		
492		10		Bur Oak		
493		6		Green Ash		
494	Dead	8				
495	Dead	36		Cottonwood		
496		17		Green Ash		
497		6		Boxelder		
498		7		Boxelder		
499		6		Common Buckthorn		
500	Dead	21		Cottonwood		

**Attachment B – MCWD Greenway-Cedar
Trail Connection Tree
Removal
Construction Specifications**

SECTION 31 10 00 SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes removal and disposal of selected trees and stumps, windfalls, logs, roots, and vegetation.
- B. Section includes the clearing, grubbing, and wood chipping of trees and brush. Trees are to be chipped onsite or removed offsite.

1.2 SEQUENCING AND SCHEDULING

- A. Notify the OWNER and ENGINEER prior to the start of clearing.
- B. Notify Gopher State One Call (800-252-1166) to mark locations of utilities prior to beginning the Work.
- C. Coordinate marking of clearing/removal limits with ENGINEER prior to commencing work. Approximate limits are shown on the Drawings; however, actual limits will be determined in the field by the ENGINEER.
- D. Tree removal/clearing is prohibited after March 31st due to proximity of a northern long-eared bat maternity roost tree.

1.3 MEASUREMENT AND PAYMENT

- A. Clearing and Grubbing - Trees
 - 1. Basis of Measurement: By lump sum.
 - 2. Basis of Payment at the unit price per lump sum.
 - 3. Includes: Unit price includes, but is not limited to, mobilization, traffic control, erosion control material, equipment, labor, necessary for clearing and grubbing of trees and brush and offsite removal and disposal of cleared/grubbed material.
- B. Brush Clearing and Buckthorn Management
 - 1. Basis of Measurement: By lump sum.
 - 2. Basis of Payment at the unit price per lump sum.
 - 3. Includes: Unit price includes, but is not limited to, mobilization, traffic control, erosion control material, equipment, labor, necessary for clearing and grubbing and herbicide treatment of buckthorn and offsite removal and disposal of cleared/grubbed material.

PART 2 - PRODUCTS

2.1 WOUND DRESSING

- A. Asphalt base tree paint.
- B. Other acceptable materials per ENGINEER'S approval.

2.2 TREE PROTECTION FENCING

- A. Orange mesh construction fencing: 4 feet high with stakes every 10 feet.

2.3 Herbicide

- A. Solution to be a mixture of a 25% solution of triclopyr mixed with oil (basal/bark oil). Triclopyr to be Garlon 4 or equivalent (Element 4).
- B. Solution to include a marker dye.

PART 3 - EXECUTION

3.1 GENERAL

- A. Perform clearing in accordance with Mn/DOT Spec 2101 Clearing and Grubbing and as described herein.
- B. In the event of conflict, specific terms of this section 31 10 00 will control over terms of Spec 2101.
- C. Dispose of all debris offsite.
- D. Review clearing/removal limits with ENGINEER prior to commencing Work.
- E. Do not trim trees unless approved by OWNER. Trim in accordance with generally accepted horticultural practices when partial removal of roots necessitates trimming to save trees, and paint cut limbs greater than 1 inch in diameter with asphalt base tree paint.
- F. Cleared trees shall be hauled offsite and disposed of.
- G. Brush and trees upstream of bridge to be cut into 8' lengths and piled in locations determined by OWNER in the field.
- H. Do not remove, cut down, or pull out trees outside of the tree clearing limits unless clearly marked, and then only after approved by OWNER.

3.2 PREPARATION

- A. Conduct operations within the limits of construction and in accordance with the staked removal/clearing limits.
- B. Conduct operations in such a manner that does not damage protected trees and vegetation outside of limits of removal/clearing or construction.
- C. Install all required traffic control and erosion and sediment control devices prior to commencing Work.
- D. Do not close or obstruct walkways or roadways. Do not store or place materials in passageways or other means of egress. Conduct operations with minimum traffic interference.
- E. Provide all necessary barriers, warning signs and traffic control for each removal case.

3.3 CLEARING AND GRUBBING

- A. Clearing Trees:
 - 1. Cut and remove trees, brush, shrubs, windfalls, logs, stumps, roots, fallen timber, and other vegetation in the areas designated for clearing.
 - 2. Prune and remove any low hanging, unsafe or broken branches.
 - 3. When grubbing not required, i.e., near the stream edge, the cutoff point shall be 2 inches above the ground.
 - 4. When grubbing not required on buckthorn, herbicide treatment shall be required.
- B. Grubbing:
 - 1. Remove and dispose of designated stumps, roots and other remains.
 - 2. Completely remove stumps.
 - 3. Backfill depressions with native soils and compact backfill as directed by the ENGINEER.

3.4 DISPOSAL

- A. Consider Beneficial Use Designations for unadulterated wood, wood chips, bark and sawdust.
- B. Dispose of all associated debris resulting from clearing and grubbing offsite, unless noted otherwise, at a location determined by the CONTRACTOR, in accordance with all codes, laws, rules, regulations, statutes, etc. CONTRACTOR owns all such materials on removal from the site.
- C. Burying of cleared and grubbed waste within the limits of construction shall be prohibited.
- D. Dispose of all unused topsoil and vegetation offsite in a legal manner.
- E. Provide OWNER and ENGINEER documentation of disposal location. Provide to the ENGINEER and OWNER an Emerald Ash Borer compliance agreement with the Minnesota Department of Agriculture if moved out of quarantined areas. Dispose of ash, pine, elm, and oak wilt infected trees in accordance with proper forestry disposal standards that prevent spreading insects and disease pests.

3.5 PROTECTION

- A. Protect all trees and plant materials not designated for removal. No vehicle parking, movements, or topsoil stripping shall occur within dripline (branch spread) of trees identified to remain.

END OF SECTION

Attachment C – Contract Template

TEMPLATE – SMALL CONSTRUCTION CONTRACT (6/25)

MINNEHAHA CREEK WATERSHED DISTRICT

and

[insert name of contractor]

MCWD Greenway-Cedar Trail Connection Tree Clearing

CONTRACT entered into between the Minnehaha Creek Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D (MCWD), and [insert name of contractor] (“CONTRACTOR”). The MCWD and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will perform the work described in the plans and specifications titled **MCWD Greenway-Cedar Trail Connection Tree Clearing dated December 29, 2025** (see RFQ paragraph 26) and incorporated herein (“Work”). At its discretion, MCWD may in writing suspend or delete the Work or a part thereof. Authorized work by CONTRACTOR will be compensated as a lump sum contract in accordance with CONTRACTOR’s quote at Attachment D, and incorporated herein, and Paragraph 5, below.

2. Independent Contractor

CONTRACTOR is an independent contractor under this agreement. CONTRACTOR will select the means, method and manner of performing the Work, except as may be explicitly provided otherwise in the RFQ and its attachments. CONTRACTOR is not the agent, representative or employee of MCWD in any manner. Personnel performing the Work on behalf of CONTRACTOR will not be considered employees of MCWD and will not be entitled to any compensation, rights or benefits of any kind from MCWD.

3. Subcontract and Assignment

CONTRACTOR will not assign, subcontract or transfer any obligation or interest in this contract or the Work without the written consent of MCWD.

4. Duty of Care; Indemnification

CONTRACTOR will perform the Work with due care in a proper, workmanlike and good quality manner and warrants that all materials and labor will be in strict conformity in every respect with RFQ paragraph 26. CONTRACTOR warrants the completed Work, including all site stabilization measures and vegetation, for one year from the date MCWD determines the Work to be complete. CONTRACTOR warrants that it has examined the site to the extent necessary to agree to the price of the Work and accepts any increased cost resulting from changes to the Work in response to site conditions that were foreseeable.

CONTRACTOR will defend MCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such

party harmless, and indemnify it, to the extent due to: (a) CONTRACTOR's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. For any claim subject to indemnification under this paragraph by an employee of CONTRACTOR, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

When MCWD has determined that the Work, except for the warranty period, is complete, or pursuant to a pay schedule approved in writing by MCWD, MCWD will compensate CONTRACTOR in accordance with Attachment D. Payment for undisputed work will be due within 30 days of receipt of pay request. In its discretion, MCWD may retain up to five percent of contract payment. MCWD will administer retainage in accordance with Minnesota Statutes §15.72. [add 290.9705]

Final payment requires that CONTRACTOR provide proof of compliance with applicable state income tax withholding requirements under Minnesota Statutes §270C.66.

CONTRACTOR will maintain records concerning fees or costs incurred in connection with the Work for six years from the date the work is completed and agrees that MCWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

In accordance with Minnesota Statutes section 471.425, subdivision 4a, CONTRACTOR will pay any subcontractor within 10 days of CONTRACTOR's receipt of payment from MCWD for undisputed services provided by the subcontractor. CONTRACTOR will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR will pay the actual penalty due to the subcontractor.

6. Insurance

At all times during the performance of the Work, CONTRACTOR will have and keep in force the following insurance coverages:

- A. Commercial general liability (CGL): \$2 million each occurrence and aggregate, covering ongoing and completed operations. The certificate will state no exclusion for explosion, collapse or underground hazard.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$2 million.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

Insurance coverage will be on an occurrence basis. CONTRACTOR may use umbrella or excess coverage to meet CGL or automobile liability limits above \$1 million. CONTRACTOR will not commence the Work until it has filed with MCWD a certificate of insurance showing the required coverages. The certificate will name MCWD, Engineer, and the city of St. Louis

Park as holder and additional insureds under the CGL (both ongoing and completed operations) and automobile liability policies, and umbrella or excess as applicable, with primary coverage on a non-contributory basis, and will state that MCWD will receive written notice under the same terms as CONTRACTOR before cancellation, non-renewal, or a decrease in the liability limit of any described policy. CONTRACTOR will not commence the Work until it has provided MCWD with an endorsement or endorsements establishing MCWD coverage as an additional insured as required above, and MCWD has confirmed such coverage.

7. Compliance with Laws

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work, and will procure all licenses, permits and other rights necessary to perform the Work. CONTRACTOR will confirm authorized right-of-way, maintain all operations within authorized right-of-way, and dispose of, place and stabilize spoils in accordance with all legal requirements. **CONTRACTOR's access and construction limits and its responsibility to protect and restore the work site also are as defined by the Request for Quote attached as Exhibit A hereto and incorporated herein.**

CONTRACTOR is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. CONTRACTOR will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes chapter 216 as may be applicable to the Work and is responsible to identify and protect all structures and utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. CONTRACTOR will not injure or destroy any shrub or tree on site except as may be authorized by MCWD in writing.

8. Non-Discrimination

CONTRACTOR agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under the contract, or any subcontract, no contractor, material supplier, or vendor, will, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that CONTRACTOR, and any subcontractor, material supplier, or vendor, will not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from performing work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that MCWD may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this section.

9. Minnesota Data Practices Act

The Minnesota Data Practices Act applies to this contract to the extent specified at Minnesota Statutes §13.05, subdivision 11.

10. Choice of Law; Venue

This contract will be construed under and governed by the laws of the State of Minnesota. Venue for any legal action under this contract will lie in Hennepin County, Minnesota.

11. Completion of Work

The Work, except for the warranty period, must be complete by March 31, 2026.

12. Whole Contract

The entire contract between the parties is contained herein and this contract supersedes all oral contracts and negotiations relating to the subject matter hereof. MCWD may amend this contract by means of a proper work change directive clearly denominated as such. Any other amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this contract.

[CONTRACTOR]

By _____
[type name and title]

Date:

Approved for form and execution:

By _____
MCWD Counsel

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Administrator

Date:

Attachment D – Quote Form

Attachment D

Revised Quote Form

MCWD GREENWAY-CEDAR TRAIL CONNECTION TREE REMOVAL QUOTE

Item	Units	Quantity	Unit Rate	Total Cost
BASE QUOTE				
TREE CLEARING (INCLUDES MOBILIZATION, TRAFFIC CONTROL)	LUMP SUM	1		
BRUSH CLEARING AND BUCKTHORN MANAGEMENT	LUMP SUM	1		
Base Quote Total				

Company

Signature (Title)

Date

Addendum #1