

**Agreement between  
Brown's Creek Watershed District and  
Minnesota Native Landscapes**

**Brown's Creek Tributaries Restoration Project  
Stillwater, Minnesota**

This agreement is entered into by the Brown's Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD), and Minnesota Native Landscapes, a private Minnesota corporation d/b/a MNL (Contractor). In consideration of the terms and conditions set forth herein, including mutual consideration, the sufficiency of which is hereby acknowledged, BCWD and Contractor agree as follows:

**1. Scope of Work; Completion Date**

Contractor will perform the work described in the Brown's Creek Tributary Restoration Project construction documents, dated 07/30/2021, attached as Exhibit A and incorporated herein (the Work). At its discretion, BCWD may in writing suspend or delete the Work or a part thereof. Authorized work by Contractor will be compensated in accordance with the terms of paragraphs 6 and 7, below, and this agreement, as well as the Contractor's quote, attached hereto and incorporated herein as Exhibit B.

The Work must be certified by the Contractor as substantially complete on or before 5/31/2022.

**2. Independent Contractor**

Contractor is an independent contractor. Contractor will select the means, method and manner of performing the Work. Nothing herein constitutes Contractor as the agent, representative or employee of BCWD in any respect. Personnel performing the Work on behalf of Contractor or a subcontractor will not be considered employees of BCWD and will not be entitled to any compensation, rights or benefits of any kind from BCWD.

**3. Subcontract and Assignment**

Contractor will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Work without the written consent of BCWD and pursuant to any conditions included in that consent. BCWD consent to the subcontracting does not relieve Contractor of its responsibility to perform the Work or any part thereof, nor in any respect its warranty, insurance,

indemnification, duty to defend or agreement to hold harmless with respect to the Work.

**4. Duty of Care**

Contractor will perform the Work in a proper, workmanlike and good quality manner, with due professional care. Contractor warrants that all materials and labor will be in strict conformity in every respect with the specifications in Exhibit A. Contractor further warrants that it has examined the Work to the extent necessary to agree to the price of the Work and accepts any increased cost due to unforeseen site conditions.

**5. Indemnification**

Contractor will defend, indemnify and hold harmless BCWD and the City of Stillwater and their officers, council and board members, employees and agents, Joanna Eckles and Klayton Eckles, and Susan M. Truhler and Peter J. Truhler from any and all actions, costs, damages and liabilities of any nature arising from: (a) Contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed to BCWD; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to BCWD. For any claim subject to indemnification under this paragraph by an employee of Contractor or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

BCWD will indemnify, defend and hold harmless Contractor, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by BCWD that is the basis for BCWD's liability in law or equity.

**6. Compensation**

BCWD will compensate the Contractor on a progress payments basis for completed work and reimburse direct costs in accordance with this agreement, including Exhibits A and B. Invoices will be submitted no more frequently than monthly. BCWD will pay for undisputed work within 35 days of receipt of invoice.

Total compensation due under this agreement will not exceed \$109,450.00, as may be amended by change order. "Total compensation" means all sums to be paid whatsoever, including but not limited to mobilization, incidental,

administrative and overhead costs, subcontract costs and reimbursement of direct costs, whether specified in this agreement or subsequently authorized by the administrator. Contractor warrants that it has examined the Work to the extent necessary to agree to the price of the Work and accepts any increased cost due to site conditions that were foreseeable.

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 BCWD 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.

Contractor will maintain all records pertaining to fees or costs incurred in connection with the Work for six years from the date of completion of the Work. Any authorized BCWD representative or representative of the Minnesota State Auditor will have access to and the right to examine, audit or copy any such records during normal business hours.

BCWD will not make final payment until Contractor has provided proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes section 270C.66.

## **7. Termination; Continuation of Obligations**

This agreement is effective upon execution of both parties and will remain so until May 31, 2025, unless earlier terminated as set forth herein. BCWD may suspend or terminate this agreement with or without cause, by a written termination notice stating specifically what prior authorized or additional Work it requires Contractor to complete. If the agreement is suspended or terminated for convenience, Contractor will be compensated for all authorized work performed, including reasonable costs for actions directed by BCWD to stabilize the site of the Work. If suspension or termination is for cause, Contractor will stabilize each site before vacating, without extra compensation. Contractor will be given a reasonable opportunity to cure before termination for cause.

The parties understand and agree that insurance obligations; warranties and obligations to defend, indemnify and hold harmless; and document-retention requirements survive the completion of the Work and the term of this agreement.

## 8. Waiver

BCWD's failure to insist on Contractor's strict performance of any obligation, condition or provision of this agreement, or to exercise any option, remedy or right herein, will not waive its rights in the future to do so. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term herein, the agreement creates no rights in any third party, and BCWD waives no tort defense, immunity or liability limit with respect to contractor or any third party.

## 9. Insurance

At all times during the term of this agreement, Contractor will have and keep in force the following insurance coverage:

- A. General liability: \$1.5 million each occurrence and aggregate, covering contractual liability on an occurrence basis.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis, \$1.5 million.
- C. Workers' compensation: in accordance with legal requirements applicable to Contractor.

Contractor will not commence work until it has filed with BCWD a certificate of insurance clearly evidencing the required coverage and naming BCWD, the City of Stillwater, Joanna Eckles and Klayton Eckles, and Susan M. Truhler and Peter J. Truhler as additional insureds with primary coverage for general liability on a noncontributory basis, along with a copy of the additional-insured endorsement. The certificate will name BCWD as a holder and will state that BCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as Contractor.

## 10. Compliance with Laws; Site Control

Contractor will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work. Contractor will identify and procure all licenses, permits and other rights and

approvals required for the Work, except that BCWD has obtained or will obtain the property access and use rights necessary for the Work, regulatory authorization from BCWD, as needed; a Work in Public Waters permit under Minnesota Rules chapter 6115 from the state Department of Natural Resources; and authorization for the Work under section 404 of the federal Clean Water Act from the U.S. Army Corps of Engineers, if needed. Contractor will comply with all local requirements and the terms of this agreement as to traffic, staging, ingress and egress from the site, work hours and site maintenance.

Contractor is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects.

In its performance of the Work, Contractor will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

## **11. Records**

All documents and information obtained or generated by Contractor or a subcontractor in performing the Work, including hard and electronic copy, software, and in any other forms in which the materials are contained, documented or memorialized, are the property of BCWD.

BCWD may immediately inspect, copy or take possession of any such materials on written request to Contractor. Contractor may maintain a copy of any such materials at its expense.

Any document or information supplied to Contractor by BCWD or deriving from BCWD is given and accepted without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. Absent BCWD written approval, Contractor will not use any such document or information other than for performance of the Work. Contractor will not disclose to any third party proprietary material so denominated by BCWD.

## **12. Data Practices; Confidentiality**

If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this contract, it will inform BCWD immediately and transmit a copy of the request. If the request is addressed to BCWD, Contractor will not provide any information

or documents, but will direct the inquiry to BCWD. If the request is addressed to Contractor, Contractor will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with BCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this agreement with respect to protection of BCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Contractor agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by BCWD and so denominated by BCWD. Contractor will not use any such materials for any purpose other than performance of the Work without BCWD written consent. This restriction does not apply to materials already possessed by Contractor or that Contractor received on a non-confidential basis from BCWD or another party.

### **13. BCWD Property**

All property furnished to or for the use of Contractor or a subcontractor by BCWD and not fully used in the performance of the Work, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of BCWD and returned to BCWD at the conclusion of the performance of the Work, or sooner if requested by BCWD. Contractor further agrees that any proprietary materials are the exclusive property of BCWD and will assert no right, title or interest in the materials. Contractor will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by BCWD. Any property including but not limited to materials supplied to Contractor by BCWD or deriving from BCWD is supplied to and accepted by Contractor as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, Contractor's warranty under section 4, above, does not extend to materials provided to Contractor by BCWD or any portion of the Work that is inaccurate or incomplete as the result of Contractor's reliance on those materials.

### **14. Notices**

Any written communication to BCWD required under this agreement will be directed to Karen Kill, Administrator, Brown's Creek Watershed District, 455 Hayward Ave North, Oakdale, MN 55128; 651-330-8220, ext. 26; KKill@mnwcd.org.

Written communication to Contractor will be addressed to: Jeff Renier, Construction Division Manager, jeff.renier@mnlcorp.com, 612-490-9048.

**15. Choice of Law, Venue**


This agreement will be construed under and governed by the laws of the State of Minnesota. Venue will be in Washington County.

**16. Whole Contract**

The entire agreement between the two parties is contained herein and this agreement supersedes all oral contracts and negotiations relating to the subject matter hereof. BCWD may amend this agreement by means of a proper work change order 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 agreement.

**MNL**

  
\_\_\_\_\_

Date: 2021-08-19

By Amy Schaffer  
Its President

*Approved as to form & execution*

By  \_\_\_\_\_

BCWD Counsel

**BROWN'S CREEK WATERSHED DISTRICT**

  
\_\_\_\_\_

Date: 2021-08-20

By Karen Kill  
Its Administrator





**Exhibit A**  
Construction Documents -  
Brown's Creek Tributaries Restoration Project

ALL ELEVATIONS ARE IN  
NAVD 88 - DATUM

PLAN SET SHOULD BE PRINTED  
IN COLOR FOR BEST CLARITY

# BROWN'S CREEK WATERSHED DISTRICT

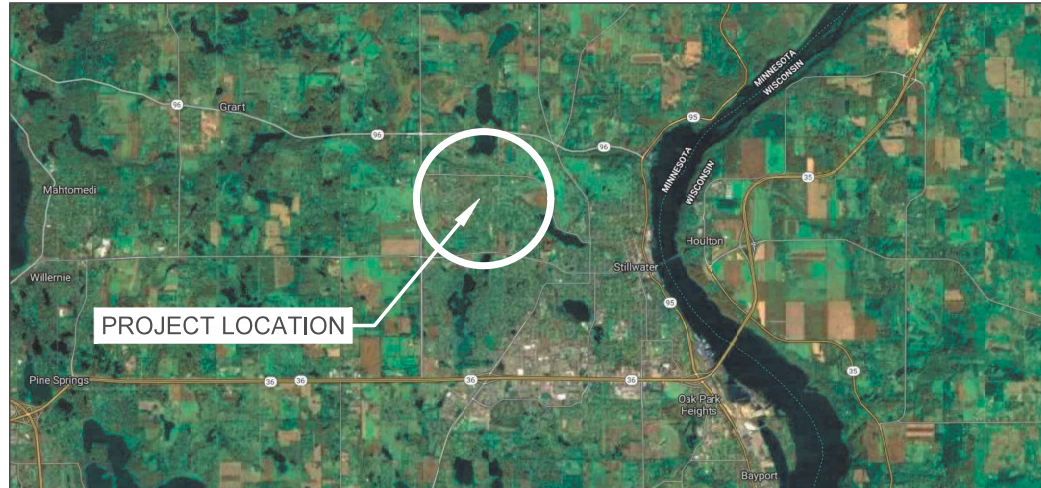
## BROWN'S CREEK TRIBUTARY RESTORATION

### STILLWATER, WASHINGTON COUNTY, MINNESOTA

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
01	TITLE SHEET
02	NOTES & SEQ
03	SITE OVERVIEW
04	TREE HARVEST PLAN 1
05	TREE HARVEST PLAN 2
06	TREE HARVEST PLAN 3
07	TREE HARVEST PLAN 4
08	PLAN & PROFILE - 1
09	PLAN & PROFILE - 2
10	PLAN & PROFILE - 3
11	PLAN & PROFILE - 4
12	PLAN & PROFILE - 5
13	PLAN & PROFILE - 6
14	ZEPHYR TRIBUTARY PLAN & PROFILE
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16	EXISTING CROSS SECTION SHEET 1
17	EXISTING CROSS SECTION SHEET 2
18	EXISTING CROSS SECTION SHEET 3
19	EXISTING CROSS SECTION SHEET 4
20	EXISTING CROSS SECTION SHEET 5
21	EROSION & SEDIMENT CONTROL - RESTORATION PLAN 1
22	EROSION & SEDIMENT CONTROL - RESTORATION PLAN 2
23	EROSION & SEDIMENT CONTROL - RESTORATION PLAN 3
24	EROSION & SEDIMENT CONTROL - RESTORATION PLAN 4
25	DETAIL SHEET

\* THIS PLAN SET CONTAINS 25 PLAN SHEETS

FEATURE	EXISTING	PROPOSED
EXISTING CONTOUR		
PARCEL BOUNDARY		
TREE LINE		
CHANNEL ALIGNMENT		
STORM SEWER OUTFALL		
HEAD CUT		
LOG JAM		
ROCK RIFFLE CHECK		
BRIDGE		
CROSS SECTION		
TRAIL		
SIDEWALK		
ACCESS ROAD		
CLEARING & TREE REMOVAL LIMITS		
CONSTRUCTION LIMITS		



#### EXISTING UTILITIES

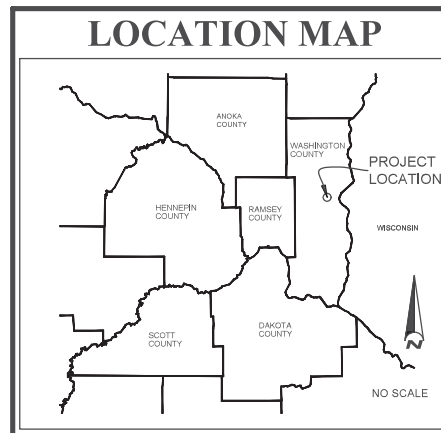
THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "CIASCE 38-02" STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

#### CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

#### GOPHER STATE ONE-CALL

IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST NOTIFY GOPHER STATE ONE CALL (GSOC) SO THAT UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR OTHER UTILITY LINES CAN BE MARKED ON OR NEAR YOUR PROPERTY BEFORE ANY DIGGING BEGINS. A 48-HOUR NOTICE, NOT INCLUDING WEEKENDS, IS REQUIRED. CALLS CAN BE MADE TO GSOC AT 1-800-252-1166 OR (651)454-0002, MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 7 A.M. TO 5 P.M.



#### GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

#### CLIENT

**BROWN'S CREEK WATERSHED DISTRICT**  
455 HAYWARD AVE N  
OAKDALE, MN 55128

#### ENGINEER

**EMMONS & OLIVIER RESOURCES, INC.**  
1919 UNIVERSITY AVE W - SUITE 300  
ST. PAUL, MINNESOTA 55104  
TELEPHONE: (651) 770-8448  
FAX: (651) 770-2552  
eorinc.com

M:\Drawings\2021\05\08\ISTAA\MWJNC\QYGT\Brown's Creek Tributary Restoration\01 - Title Sheet.dwg  
 Drawing Name: QYGT\_01 - Title Sheet.dwg  
 Drawing Date: 05/08/2021 10:00:00 AM  
 User: jgarcia

NO	DATE	BY	REVISION
1	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
2	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS



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.

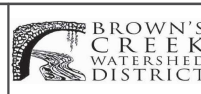
*Daniel E. Mossing*  
DANIEL E. MOSSING  
DATE: 05/08/2021 LICENSE # 57796

SUBMISSION DATE  
05/08/2021

DESIGN BY / DRAWN BY / CHECKED BY  
EOR / DEM / XXX

EOR PROJECT NO.  
0041-0362

**EOR** Emmons & Olivier Resources, Inc.  
1919 University Ave W, #300  
Suite 300, St Paul, MN 55104  
Tel: 651.770.8448  
www.eorinc.com



BROWN'S CREEK TRIBUTARY RESTORATION  
STILLWATER, WASHINGTON COUNTY, MINNESOTA

STATE PROJECT NO. --- CITY PROJECT NO. ---

TITLE SHEET

SHEET 01 OF 25 SHEETS

**GENERAL SITE WORK NOTES**

- TOPOGRAPHIC SURVEY CONDUCTED SEPTEMBER 4, 2020 BY EOR, INC. SURVEY CONDUCTED USING THE WASHINGTON COUNTY COORDINATE SYSTEM, US SURVEY FEET, ELEVATION IN NAVD83 VERTICAL DATUM.
- VERIFY HORIZONTAL LOCATION AND ELEVATION WHERE A CONNECTION TO EXISTING PAVEMENT, STRUCTURE, PIPE OR OTHER SITE FEATURE IS TO BE MADE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- REFERENCE TO MNDOT SPECIFICATIONS SHALL MEAN DIVISIONS II AND III OF THE 2018 SPECIFICATIONS FOR CONSTRUCTION.
- A CONSTRUCTION STAGING PLAN SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR FOR REVIEW BY THE PROJECT ENGINEER FOR ANY DELIVERY & TEMPORARY STORAGE OF MATERIALS. CONTRACTOR SHALL ALSO SUBMIT FOR APPROVAL A CONSTRUCTION PHASING AND SCHEDULE OUTLINE.
- ALL CONSTRUCTION WORK SHALL BE COMPLETED WITHIN CITY OF STILLWATER APPROVED WORKING HOURS.
- PROPOSED WORK MUST BE IN COMPLIANCE WITH ANY AND ALL CITY, COUNTY, WATERSHED DISTRICT AND STATE RULES. CONTRACTOR IS EXPECTED TO OBTAIN ANY REQUIRED PERMITS BEYOND DNR PUBLIC WATERS AND U.S. ARMY CORPS PERMITS.
- A PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH ENGINEER PRIOR TO ANY MOBILIZATION OF CONSTRUCTION EQUIPMENT OR MATERIAL.
- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
- CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE THAT MAY OCCUR PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- SCHEDULES TAKE PRECEDENCE OVER GRAPHICAL ELEMENTS IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES AND DETAILS.
- EQUIPMENT SHALL HAVE A THUMB ATTACHMENT FOR INSTALLATION OF INSTREAM STRUCTURES.
- EOR TO PROVIDE ELEVATION FOR EACH ROCK CHECK RIFLE USING SURVEY GRADE GPS DURING INSTALLATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SURVEY AND STAKING, AS NECESSARY, TO MATCH THE GRADES AND ELEVATIONS DETAILED IN THESE PLANS AND SPECIFICATIONS.

**GENERAL UTILITY NOTES**

- CONTRACTOR SHALL CONTACT "Gopher State One Call" WITHIN TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND INVERTS, SHOWN OR NOT SHOWN, ANY DISCREPANCY BETWEEN PLANS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND PRIVATE UTILITIES FOR LOCATIONS OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES, OR OTHER BURIED STRUCTURES BEFORE COMMENCING CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL IMMEDIATELY CONTACT AFFECTED UTILITY COMPANIES TO REPORT ANY DAMAGE OF UTILITIES. CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

**CONSTRUCTION LIMITS AND ACCESS**

- CONSTRUCTION SHALL BE LIMITED TO THE THE CONSTRUCTION LIMITS SHOWN ON THE PLANS EXCEPT AS APPROVED BY THE PROJECT ENGINEER AND OWNER. DISTURBANCE WITHIN THE CONSTRUCTION LIMITS SHALL BE FURTHER LIMITED TO THE GREATEST EXTENT PRACTICABLE TO MINIMIZE IMPACTS TO THE RIPARIAN CORRIDOR.
- DISTURBANCE WITHIN THE CONSTRUCTION LIMITS AS WELL AS ACCESS ROUTES TO THE CONSTRUCTION LIMITS, MATERIAL STOCKPILE LOCATIONS, AND OTHER ACTIVITIES OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE PROPOSED BY THE CONTRACTOR IN WRITING (PLAN AND SKETCH), AND APPROVED BY THE PROJECT ENGINEER AND OWNER.
- ANY DISTURBANCE OUTSIDE OF AREAS APPROVED FOR DISTURBANCE WITHIN THE CONSTRUCTION LIMITS AND APPROVED ACCESS ROUTES AND STOCKPILE LOCATIONS ARE TO BE REPAIRED BY THE CONTRACTOR, PER THE DISCRETION OF THE PROJECT ENGINEER AT THE COST OF THE CONTRACTOR.
- PUBLIC INFRASTRUCTURE AND PRIVATE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ROADWAY SURFACES, BRIDGES AND ABUTMENTS, DRIVEWAYS, FENCES AND STRUCTURES ARE TO BE PROTECTED BY THE CONTRACTOR AT THE COST OF THE CONTRACTOR. ANY DAMAGES SHALL BE REPAIRED PER THE DISCRETION OF THE PROJECT ENGINEER AT THE COST OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED TRAFFIC CONTROL, RIGHT OF WAY, AND/OR ACCESS PERMITS.

**CONSTRUCTION SEQUENCING**

- CONSTRUCTION WORK SHALL COMMENCE DOWNSTREAM AND PROGRESS UPSTREAM TO REFINE THE LOCATION AND PLACEMENT OF EACH GRADE CONTROL STRUCTURE.

**TREE PROTECTION AND HARVEST**

- EXISTING TREES OUTSIDE OF CONSTRUCTION LIMITS AND ACCESS ROUTES SHALL BE PROTECTED UNLESS MARKED TO BE HARVESTED. ALL TREES NOT MARKED FOR REMOVAL SHALL BE LEFT STANDING UNDISTURBED.
- TREE HARVEST SHALL NOT DEBARK OR DAMAGE TREES TO REMAIN. KEEP CONSTRUCTION EQUIPMENT OUT OF DRIP LINE OF EXISTING TREES TO LIMIT SOIL COMPACTION AROUND THE ROOT SYSTEM.
- QUESTIONS REGARDING EXISTING TREES, SHRUBS, OR OTHER VEGETATION SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO REMOVAL.

**ROCK SIZE / TYPE SPECIFICATIONS**

- ALL ROCK, RIPRAP, AND BOULDERS SHALL BE FIELDSTONE MEETING MNDOT 3601.2 SPECIFICATIONS.
- HAND-PLACED RIPRAP FOR ROCK RIFLE CHECKS SHALL BE CLASS II (GRADATION SHOWN IN THE FOLLOWING TABLE).

SIZE INCH (IN)	APPROX. % OF TOTAL MASS SMALLER THAN GIVEN MASS
18	100
12	75
9	50
3	10

(IN MASS TO APPROXIMATE SIZE CONVERSION BASED ON A SPECIFIC GRAVITY OF 2.65 AND VOLUME AVERAGE BETWEEN A SPHERE AND A CUBE)

**GRADING & EROSION CONTROL NOTES**

- ACCEPTANCE OF INSTALLED PERIMETER EROSION CONTROL AND CONSTRUCTION ENTRANCE MUST BE MADE BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME TEMPORARY EROSION CONTROL MEASURES MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE UPON APPROVAL OF ENGINEER.
- ALL EXPOSED SOIL AREAS WITHIN 100 FEET OF A WATER OF THE STATE OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A WATER OF THE STATE MUST BE STABILIZED WITHIN 7 DAYS (GREATER THAN 3:1 SLOPES), 14 DAYS (FLATTER THAN 3:1 SLOPES), STABILIZE THE LAST 200 LINEAL FEET OF DRAINAGE DITCH OR SWALES WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER OR PROPERTY EDGE. PROVIDE A 50 FOOT NATURAL BUFFER OR, IF BUFFER IS NOT FEASIBLE, PROVIDE A DOUBLE ROW OF SEDIMENT CONTROLS SPACED AT LEAST 5 FEET APART WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF LAND DISTURBANCE AND STORMWATER FLOWS TO THE SURFACE WATER.
- ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK (OR APPROVED EQUAL) ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO THE CONSTRUCTION ZONE. SEE DETAIL.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH NPDES AND STATE PERMITS.
- THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF TEMPORARY EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL RE-ESTABLISH ANY EXISTING EROSION CONTROL DISTURBED BY CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION OR AS REQUIRED BY ENGINEER AND SHALL BE INCIDENTAL TO THE CONTRACT.
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON APPROVAL OF ENGINEER.
- THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS WITHIN 24 HOURS OF DISCOVERY OR REQUESTED BY ENGINEER AND SHALL BE INCIDENTAL TO THE CONTRACT.
- INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL PER MNDOT SPECIFICATION AND SPECIAL PROVISIONS. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES.
- INSPECT THE ENTIRE CONSTRUCTION SITE A MINIMUM OF ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
- MINIMIZE DISTURBANCE TO THE EXTENT FEASIBLE. DISTURBANCE OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESTORED TO PRE CONSTRUCTION CONDITIONS AT THE COST OF THE CONTRACTOR.
- SEE MNDOT SPEC 2112, EARTHWORK, SUBGRADE, AND SUBBASE FOR ALL EXCAVATION RELATED WORK AND QUALITY CONTROL.
- REVIEW SPECIAL PROVISIONS FOR MODIFICATIONS TO MNDOT SPECIFICATIONS.
- EARTHWORK ASSUMPTIONS
  - SEE CONTRACT DOCUMENTS FOR INCLUSIONS, INCLUDING BUT NOT LIMITED TO MEASUREMENT & PAYMENT.
  - ALL QUANTITIES ARE PLAN (P) QUANTITIES.

**GENERAL LANDSCAPE NOTES**

- CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
- CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE ENGINEER DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
- CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, IRRIGATION SYSTEM, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNINGS OF WORK.
- EXISTING NATIVE TREES OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO REMOVAL. CONTRACTOR SHALL WALK THE SITE WITH THE ENGINEER PRIOR TO SITE REMOVALS AND GRADING TO DETERMINE EXACT CONSTRUCTION LIMITS.

**VEGETATION ESTABLISHMENT**

- SEEDING SHALL FOLLOW MNDOT SEEDING MANUAL 2014 EDITION.
- SEED SHALL BE LOCAL ORIGIN AND WILD ECOTYPE. SEED ORIGIN SHALL BE CERTIFIED BY THE MN CROP IMPROVEMENT ASSOCIATION. LOCAL ORIGIN SHALL MEAN WITHIN 175 MILES OF PROJECT SITE. PROVIDE MCA DOCUMENTATION TO ENGINEER PRIOR TO SEEDING. ONLY NATIVE SEED WILL BE INSTALLED WITHIN THE PROJECT SITE, EXCEPT FOR COVER CROP.
- COVER CROP SHALL CONSIST OF ANNUAL RYE GRASS OR APPROVED EQUAL.
- SOIL SEED MIXES ON DISTURBED AREAS AFTER ALL GRADING AND CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
- IF AREAS OF BARE GROUND PERSIST AFTER FIRST GROWING SEASON, RESEED PER PLAN.

**PERMITS**

- MINNESOTA DEPARTMENT OF NATURAL RESOURCES, PUBLIC WATERS WORK PERMIT
  - CONTRACTOR SHALL ADHERE TO ALL PERMIT REQUIREMENTS AND WILL BE SUBJECT TO ALL PENALTIES AND FINES FOR NOT ABIDING BY THE PERMIT REQUIREMENTS.
- UNITED STATES ARMY CORPS OF ENGINEERS PERMIT
  - CONTRACTOR SHALL ADHERE TO ALL PERMIT REQUIREMENTS AND WILL BE SUBJECT TO ALL PENALTIES AND FINES FOR NOT ABIDING BY THE PERMIT REQUIREMENTS.
- MINNESOTA POLLUTION CONTROL AGENCY, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT
  - CONTRACTOR SHALL ADHERE TO ALL PERMIT REQUIREMENTS AND WILL BE SUBJECT TO ALL PENALTIES AND FINES FOR NOT ABIDING BY THE PERMIT REQUIREMENTS.

**WOODY INVASIVE & TREE HARVEST NOTES**

- WOODY INVASIVE & SELECTIVE TREE HARVEST AREAS TO INCLUDE REMOVAL OF BUCKTHORN, HONEYSUCKLE, SIBERIAN ELM, AND BOX ELDER.
- ALL CUT WOODY MATERIAL TO BE STOCKPILED ON SITE PER DESIGNATED STOCKPILE LOCATIONS IDENTIFIED IN THE TREE HARVEST PLAN SHALL BE CONSIDERED INCIDENTAL TO CLEARING (LINE ITEM #3). EOR TO COORDINATE WITH CITY OF STILLWATER TO REMOVE BRUSH PILES.
- ANY BRUSH PILES NOT HAULED OFFSITE BY CITY OF STILLWATER ARE TO BE BURNED IN THE WINTER OF 2021/2022 WHEN SUFFICIENT SNOW/DEPTH WILL PREVENT SPREAD OF FIRE.
- APPLICATION OF HERBICIDE APPROVED FOR AQUATIC AREAS MUST TO BE USED ON ALL CUT STUMPS.
- THREE-YEAR EXTENDED MAINTENANCE ASSUMES APPLICATION OF FOLIAR SPRAY OR ADDITIONAL CUT STUMP HERBICIDE TREATMENTS TO ELIMINATE SUCKERS AND REGROWTH.
- CUT STUMP HERBICIDE TREATMENTS TO BE APPLIED IMMEDIATELY AFTER BRUSH CUTTING BETWEEN THE DATES OF SEPTEMBER 15 AND FEBRUARY 1.

Line No.	MNDOT Reference	Base Bid Item	Units	Quantity
1	2021.501	MOBILIZATION	LUMP	1.0
2	2573.501	STABILIZED CONSTRUCTION EXIT	EA	2.0
3	2101.505	CLEARING FOR WOODY INVASIVE & SELECTIVE TREE REMOVAL	ACRE	5.0
4	2563.801	TRAFFIC CONTROL	LUMP	1.0
5	2105.507	COMMON EXCAVATION - ON SITE DISPOSAL	CY	88.0
6	2511.508	HAND-PLACED RIPRAP, CLASS II FIELDSTONE	TON	229.0
7	2511.508	1"-2" RIVER ROCK OR APPROVED EQUAL	TON	29.0
8	2575.523	EROSION CONTROL NETTING - GEOCR 600R OR APPROVED EQUAL	SY	280.0
9	2575.505	SEEDING FOR CLEARED AREAS / ACCESS ROADS	AC	7.0
10	2575.508	SEED, STATE MX 25-131 (LOW MAINTENANCE TURF)	LBS	60.0
11	2575.508	SEED, STATE MX 34-262 (WET PRAIRIE MIX FOR WETLANDS)	LBS	90.0
12	2575.508	SEED, STATE MX 35-641 (MESIC PRAIRIE MIX FOR UPLANDS)	LBS	2.0
13	2575.511	MULCH TYPE 1 (WEED-FREE STRAW OR APPROVED EQUAL)	AC	7.0
14	SP	TEMPORARY EROSION & SEDIMENT CONTROL	LUMP	1.0
<b>ADD ALTERNATE</b>				
1	SP	3-YEAR EXTENDED MAINTENANCE	YR	3.0

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NO	DATE	BY	REVISION
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2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1

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.

*David M. Mossing*

DANIEL E. MOSSING  
DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE  
05/08/2021

DESIGN BY DRAWN BY CHECKED BY  
EOR EOR DEM XXXX

EOR PROJECT NO.  
0041-0362

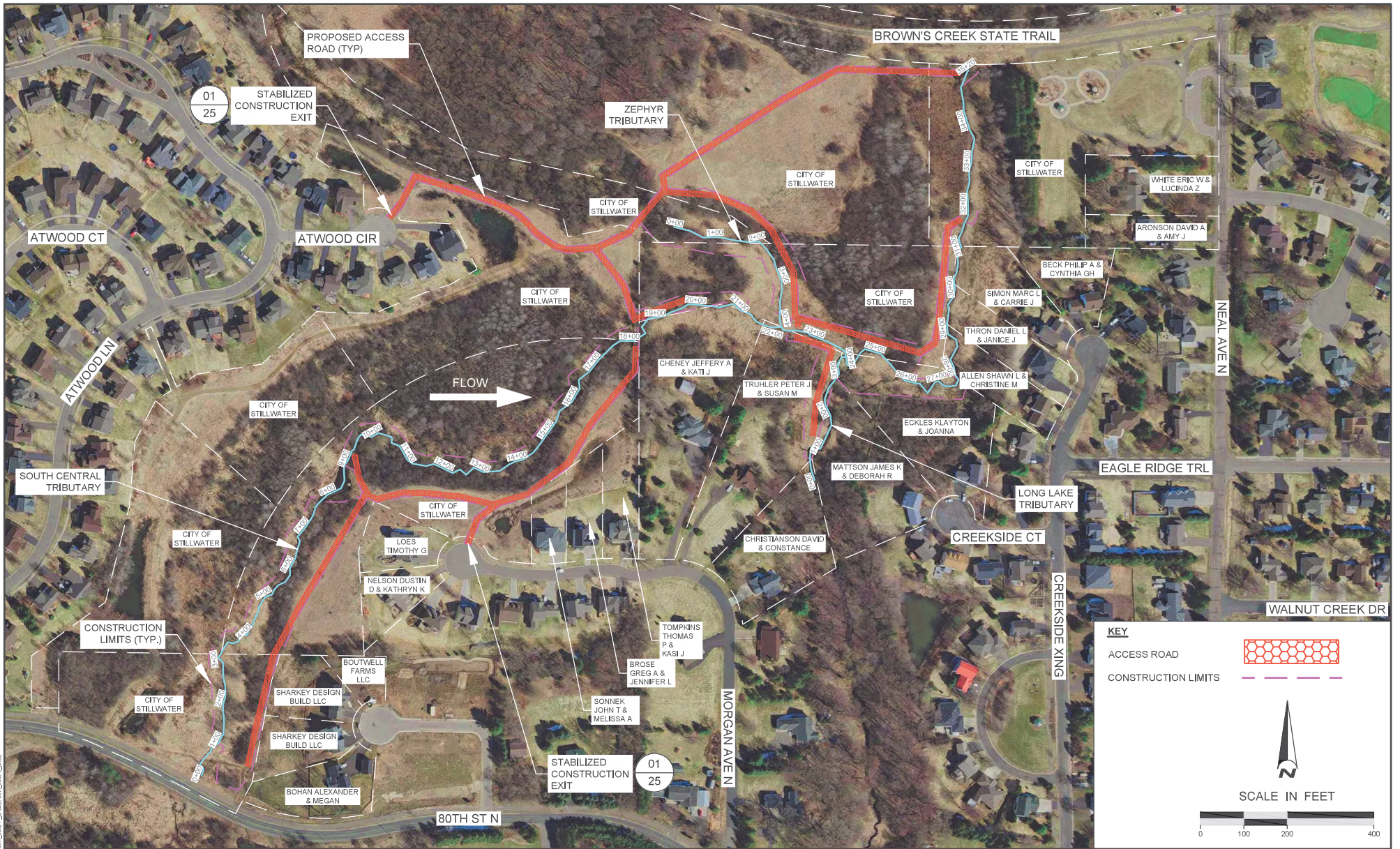
**Emmons & Olivier Resources, Inc.**  
1919 University Ave W, #300  
Suite 300, St Paul, MN 55104  
Tel: 651.770.8448  
www.eorinc.com

**BROWN'S CREEK TRIBUTARY RESTORATION**  
STILLWATER, WASHINGTON COUNTY, MINNESOTA

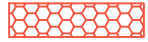

STATE PROJECT NO. --- CITY PROJECT NO. ---


NOTES & SEQ

SHEET 02 OF 25 SHEETS

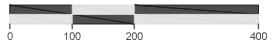


**KEY**

- ACCESS ROAD 
- CONSTRUCTION LIMITS 



SCALE IN FEET



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2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
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*Daniel E. Mossing*

DANIEL E. MOSSING  
DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021

DESIGN BY: DRAWN BY: CHECKED BY: EOR DEM XXX

EOR PROJECT NO. 0041-0362

**EOR** Emmons & Olivier Resources, Inc.  
1919 University Ave W, #300 Suite 300, St Paul, MN 55104  
Tel: 651.770.8448  
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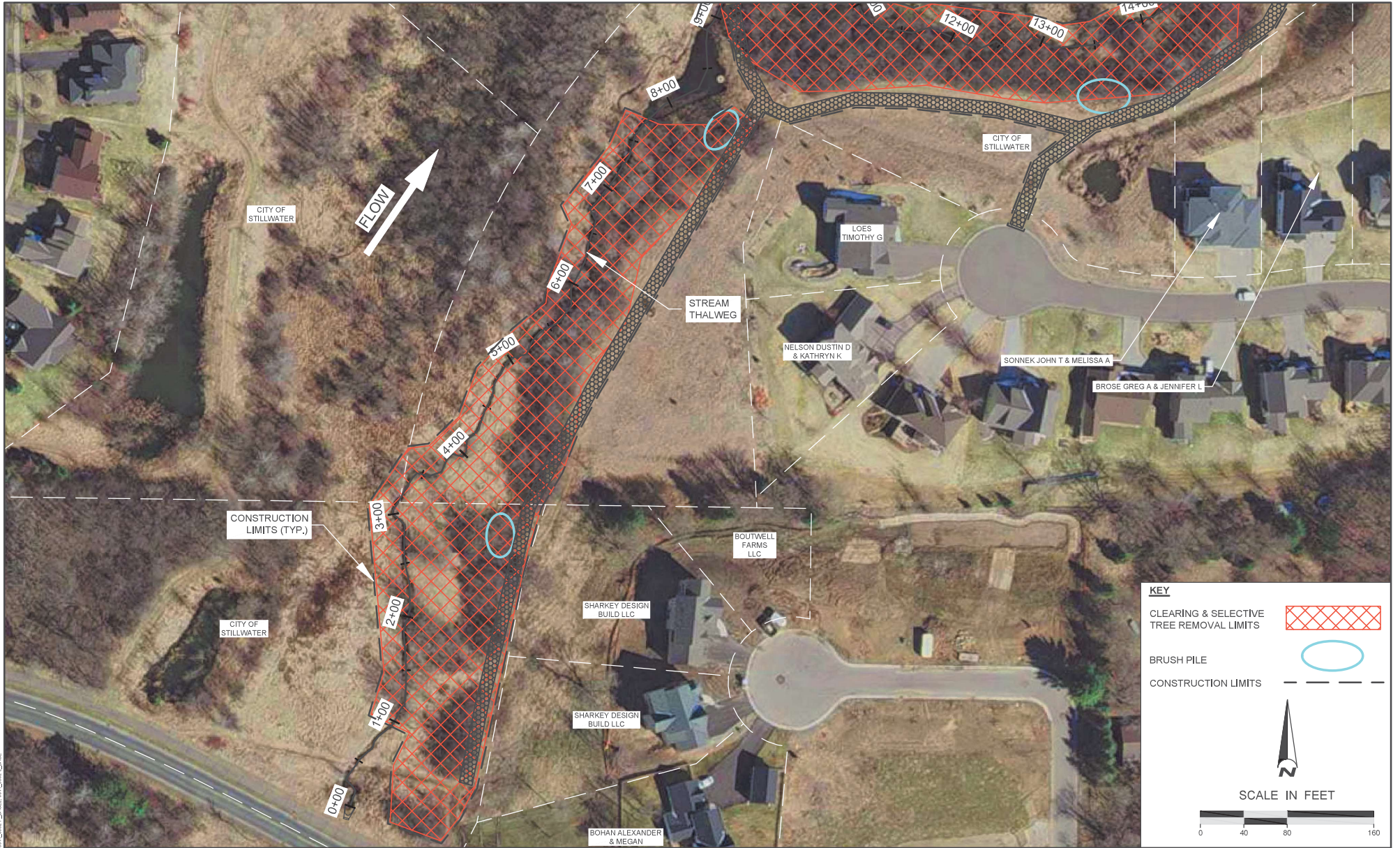


BROWN'S CREEK TRIBUTARY RESTORATION  
STILLWATER, WASHINGTON COUNTY, MINNESOTA


STATE PROJECT NO. — CITY PROJECT NO. —


SITE OVERVIEW


SHEET 03 OF 25 SHEETS




**KEY**

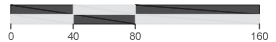
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BRUSH PILE 

CONSTRUCTION LIMITS 

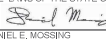


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1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
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 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021

DESIGN BY / DRAWN BY / CHECKED BY: DEM / XXX

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**BROWN'S CREEK WATERSHED DISTRICT**

BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA

TREE HARVEST PLAN 1

SHEET 04 OF 25 SHEETS



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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021  
 DESIGN BY: DEM  
 DRAWN BY: XXXX  
 CHECKED BY: XXXX  
 EOR PROJECT NO.: 0041-0362

**EOR** Emmons & Olivier Resources, Inc.  
 1919 University Ave W, #300  
 Suite 300, St Paul, MN 55104  
 Telephone: 651.770.8448  
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BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

TREE HARVEST PLAN 2  
 SHEET 05 OF 25 SHEETS

**KEY**

CLEARING & SELECTIVE TREE REMOVAL LIMITS 

BRUSH PILE 

CONSTRUCTION LIMITS 



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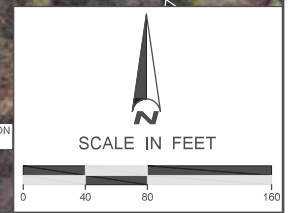
*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021  
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 DRAWN BY: XXXX  
 CHECKED BY: DEM  
 EOR PROJECT NO.: 0041-0362

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 Suite 300, St Paul, MN 55104  
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BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —




TREE HARVEST PLAN 3  
 SHEET 06 OF 25 SHEETS

**KEY**

CLEARING & SELECTIVE TREE REMOVAL LIMITS 

BRUSH PILE 

CONSTRUCTION LIMITS 



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1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS

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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021

DESIGN BY: DEM  
 DRAWN BY: XXX  
 CHECKED BY: XXX

EOR PROJECT NO. 0041-0362

**EOR** Emmons & Olivier Resources, Inc.  
 1919 University Ave W, #300  
 Suite 300, St Paul, MN 55104  
 Telephone: 651.770.8448  
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**BROWN'S CREEK WATERSHED DISTRICT**

BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA

STATE PROJECT NO. — CITY PROJECT NO. —

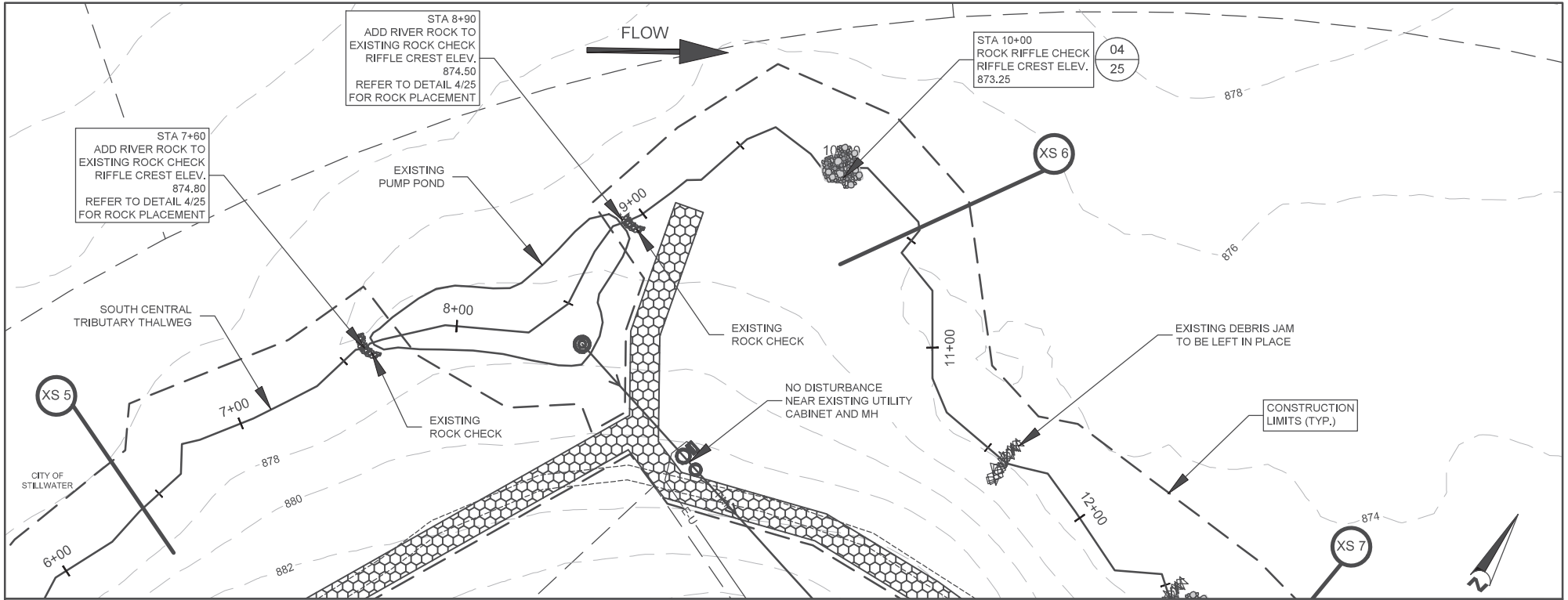
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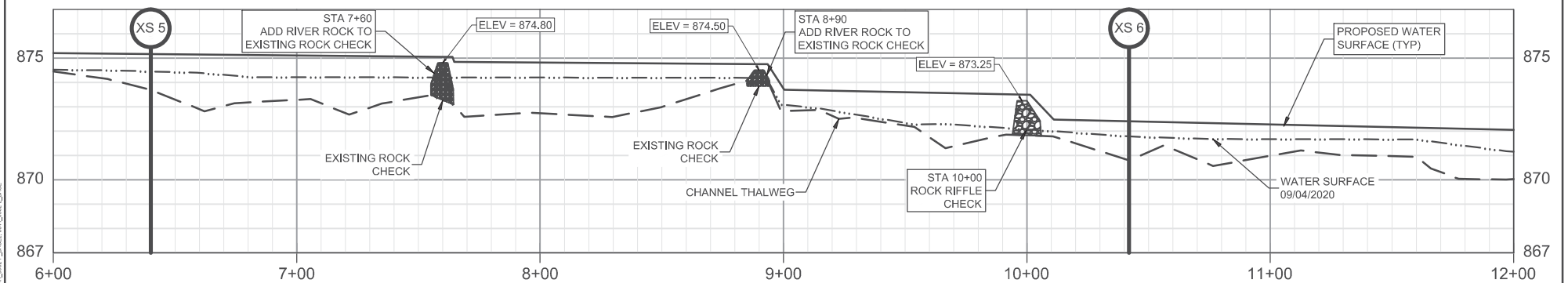
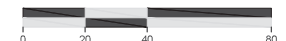
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1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
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*Daniel E. Mossing*  
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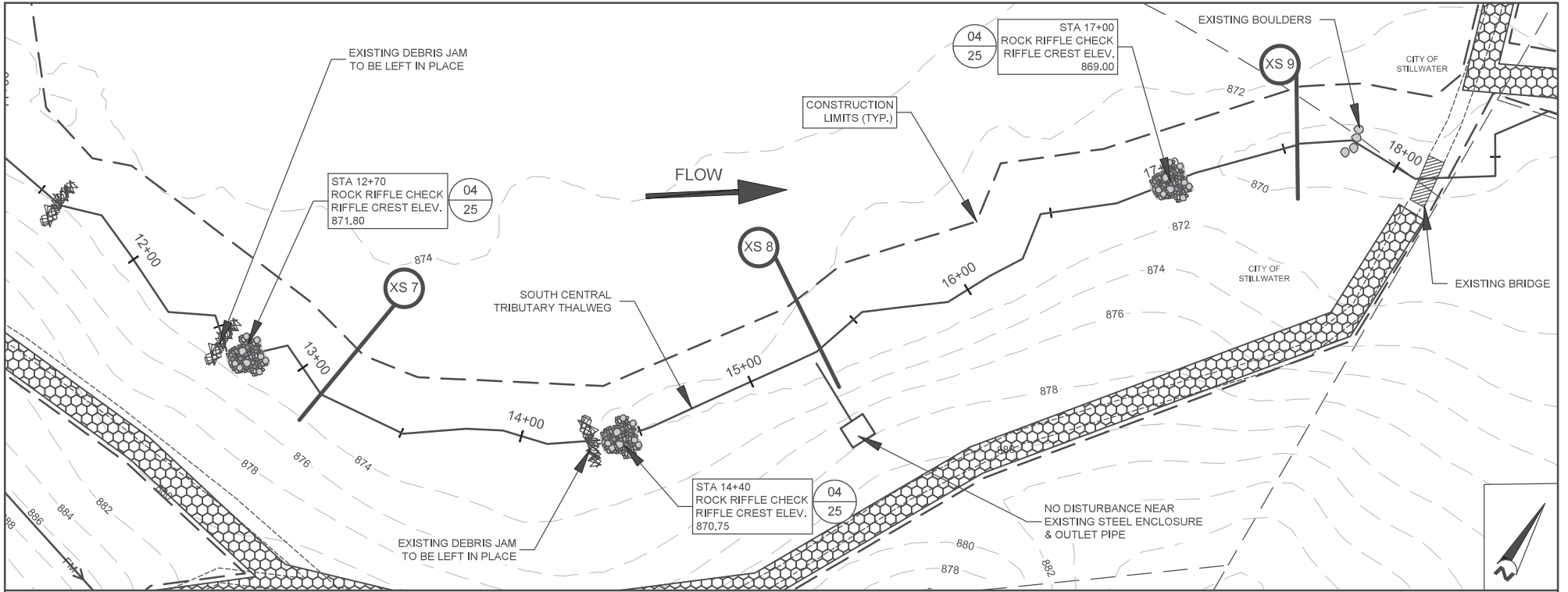
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 0041-0362

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 water ecology  
 Tel: 651.770.8448  
 community www.eorinc.com

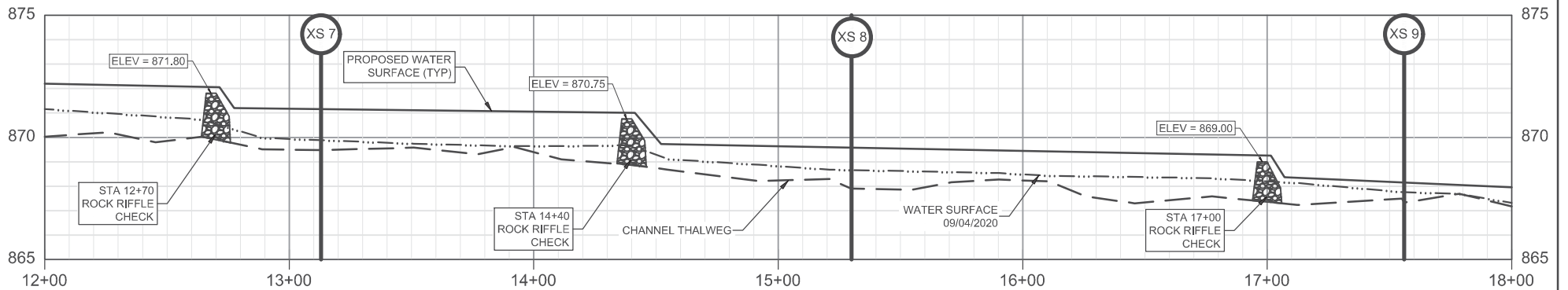
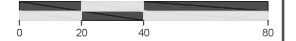


BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

PLAN & PROFILE - 2  
 SHEET 09 OF 25 SHEETS



SCALE IN FEET



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1	05/28/2021	DEM	FINAL CONSTRUCTION DRAWINGS
NO	DATE	BY	REVISION



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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/09/2021 LICENSE # 57798

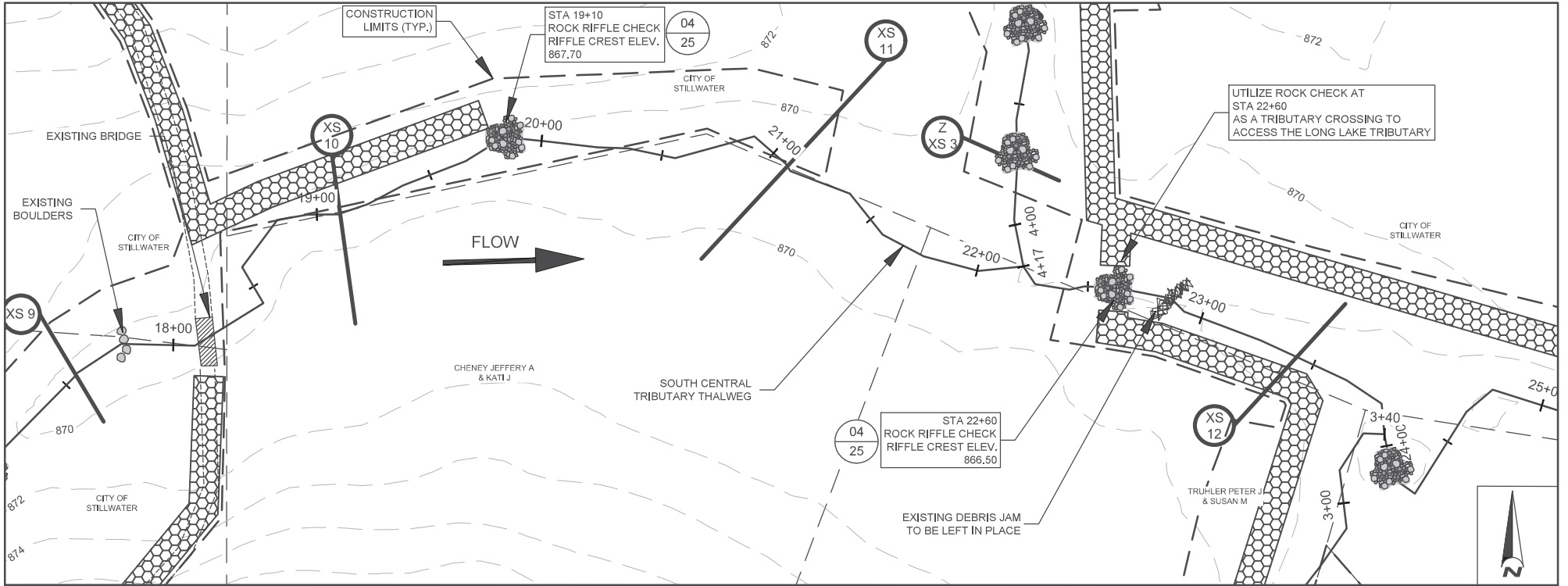
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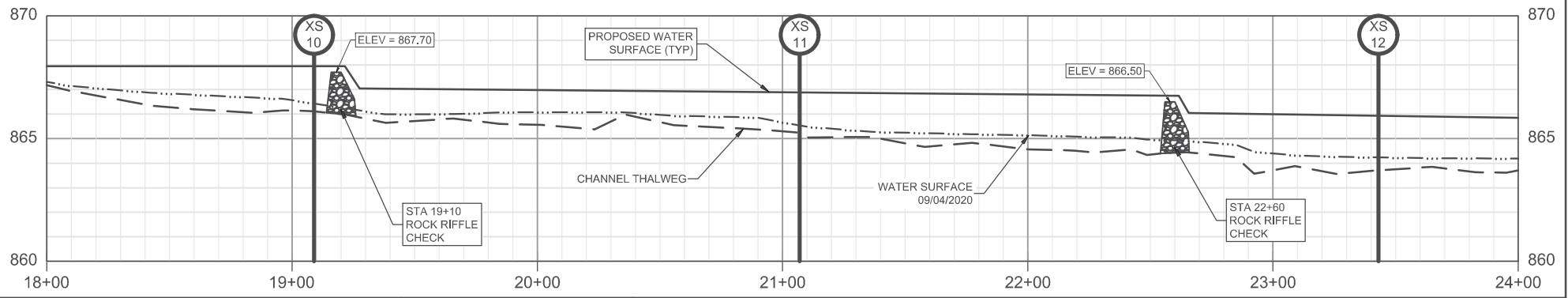
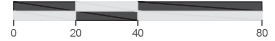


**BROWN'S CREEK TRIBUTARY RESTORATION**  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

PLAN & PROFILE - 3  
 SHEET 10 OF 25 SHEETS



SCALE IN FEET



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1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

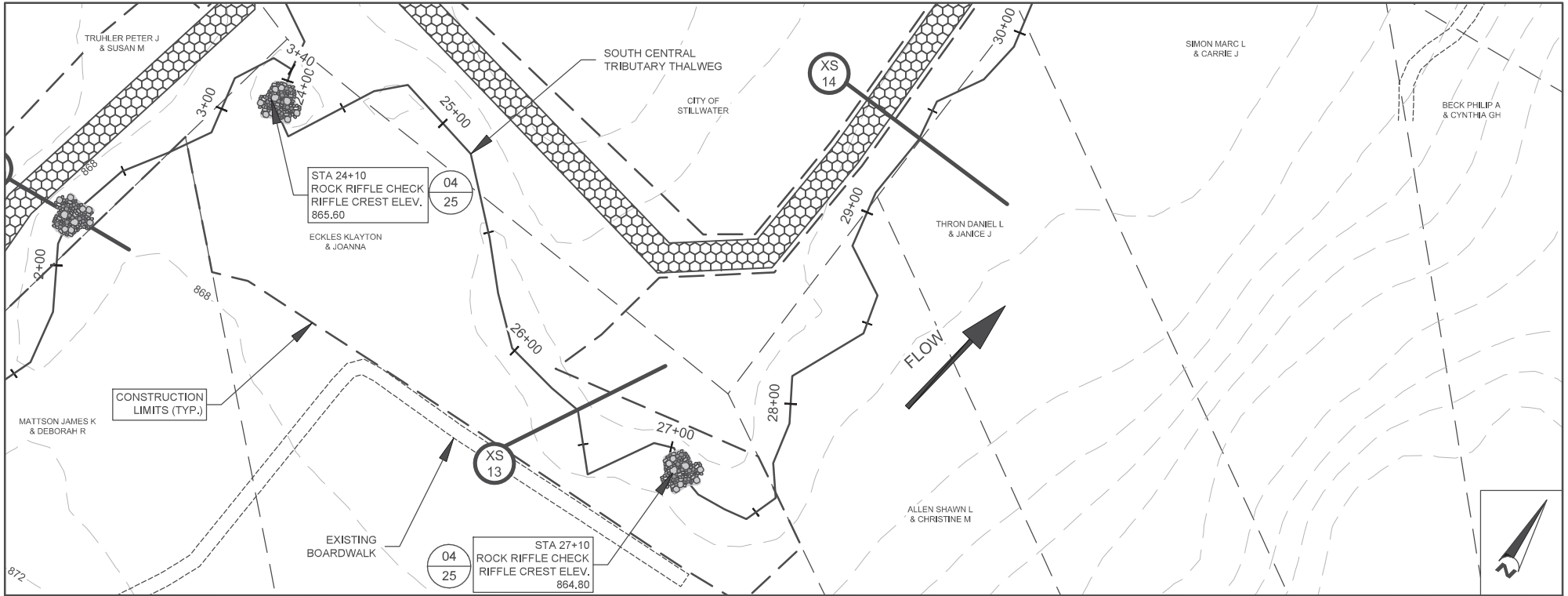
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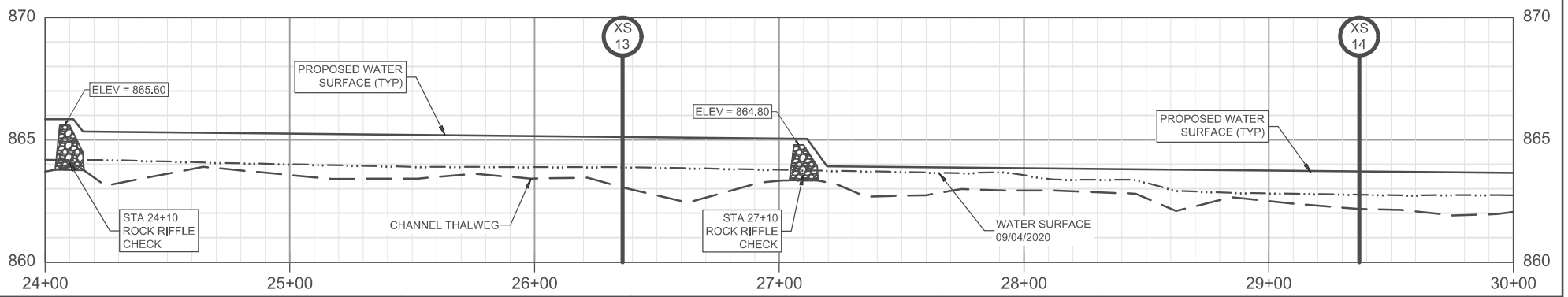
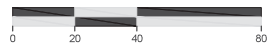


**BROWN'S CREEK TRIBUTARY RESTORATION**  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

PLAN & PROFILE - 4  
 SHEET 11 OF 25 SHEETS



SCALE IN FEET



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NO.	DATE	BY	REVISION
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2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1



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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57796

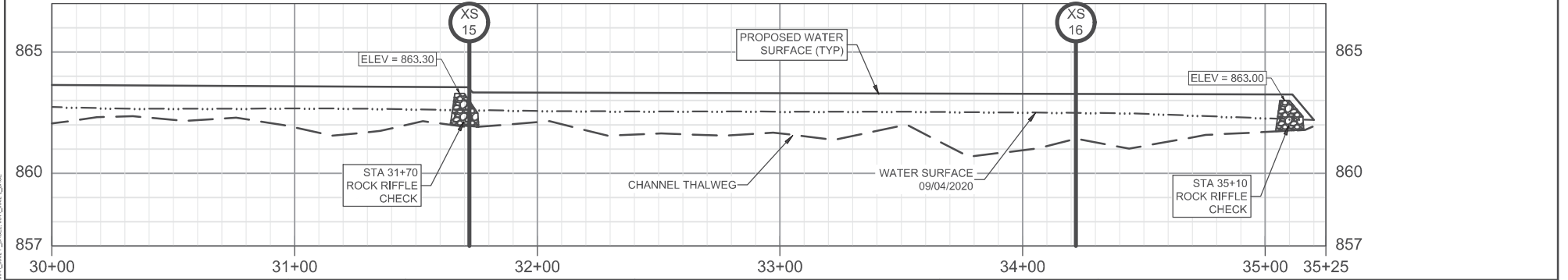
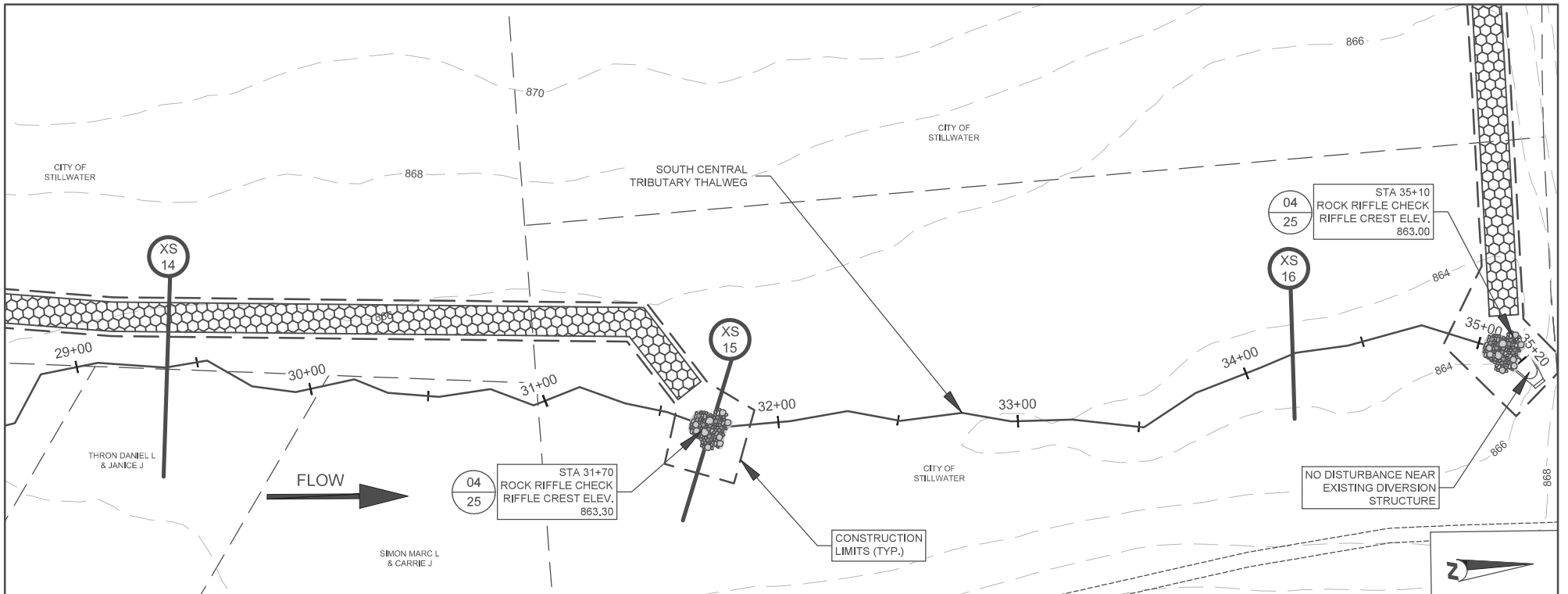
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**BROWN'S CREEK TRIBUTARY RESTORATION**  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

PLAN & PROFILE - 5  
 SHEET 12 OF 25 SHEETS



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1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

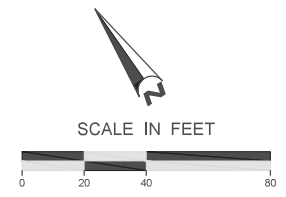
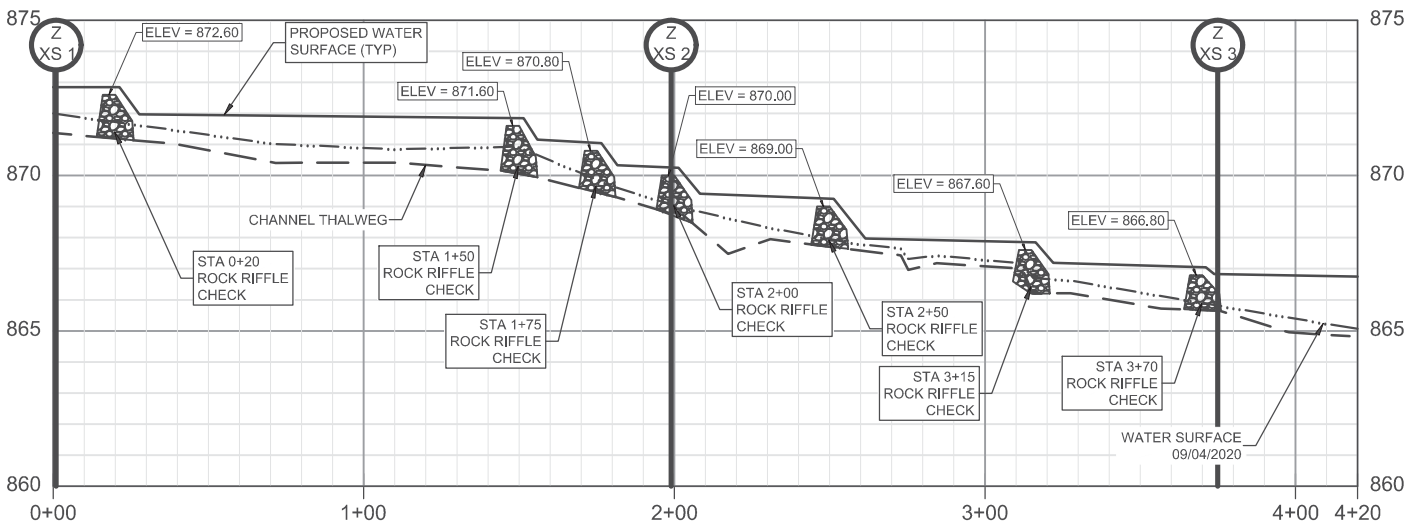
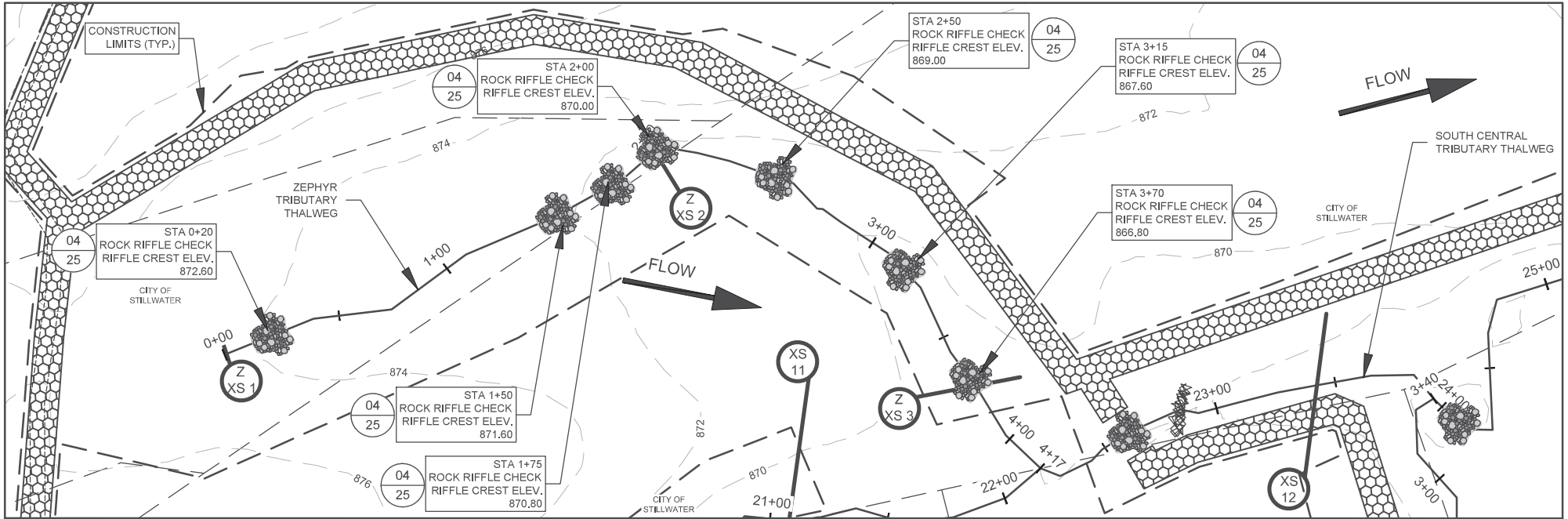
SUBMISSION DATE  
 05/08/2021  
 DESIGN BY DRAWN BY CHECKED BY  
 EOR DEM XXX

**EOR** Emmons & Olivier  
**Resources, Inc.**  
 1919 University Ave W, #300  
 Suite 300, St Paul, MN 55104  
 water ecology  
 Tel: 651.770.8448  
 community www.eorinc.com



BROWN'S CREEK TRIBUTARY  
 RESTORATION  
 STILLWATER, WASHINGTON COUNTY,  
 MINNESOTA

PLAN & PROFILE - 6  
 SHEET 13 OF 25 SHEETS



File Path: C:\Users\jmc\OneDrive\Documents\Projects\2021\Zephyr\Zephyr\_Thalweg\_Restoration\Drawings\04-25-2021\04-25-2021.dwg  
 Drawing Name: ZEPHYR THALWEG RESTORATION - ADDENDUM #1  
 Drawing Date: 05/08/2021

NO.	DATE	BY	REVISION
1	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
2	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS



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.  
*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021  
 DESIGN BY: DRAWN BY: CHECKED BY: EOR DEM XXX  
 EOR PROJECT NO.: 0041-0362

**EOR** Emmons & Olivier Resources, Inc.  
 1919 University Ave W, #300  
 Suite 300, St Paul, MN 55104  
 Tel: 651.770.8448  
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BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA  
 STATE PROJECT NO. — CITY PROJECT NO. —

ZEPHYR TRIBUTARY PLAN & PROFILE  
 SHEET 14 OF 25 SHEETS

















**KEY**

25-131 - LOW MAINTENANCE TURF (220.00 LB/ACRE)  
SEE DETAIL SHEET (02-25) FOR TRAIL RESTORATION DETAIL  
USE ONLY IN AREAS WHERE VEGETATION IS DISTURBED.



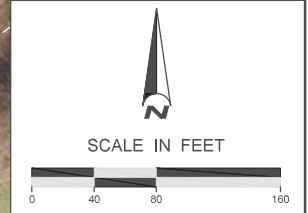
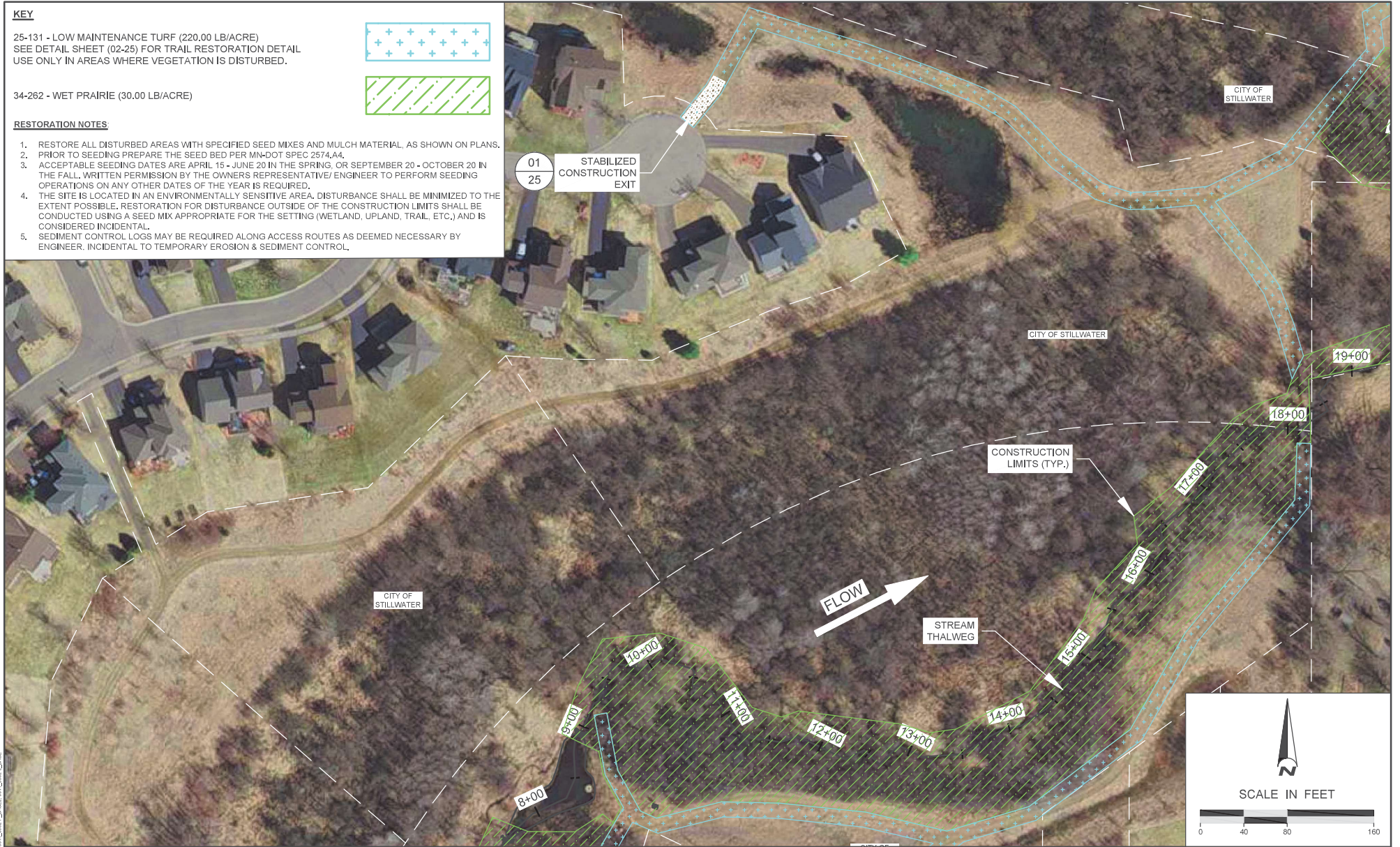
34-262 - WET PRAIRIE (30.00 LB/ACRE)



**RESTORATION NOTES**

1. RESTORE ALL DISTURBED AREAS WITH SPECIFIED SEED MIXES AND MULCH MATERIAL, AS SHOWN ON PLANS.
2. PRIOR TO SEEDING PREPARE THE SEED BED PER MN-DOT SPEC 2574.A4.
3. ACCEPTABLE SEEDING DATES ARE APRIL 15 - JUNE 20 IN THE SPRING, OR SEPTEMBER 20 - OCTOBER 20 IN THE FALL. WRITTEN PERMISSION BY THE OWNER'S REPRESENTATIVE/ENGINEER TO PERFORM SEEDING OPERATIONS ON ANY OTHER DATES OF THE YEAR IS REQUIRED.
4. THE SITE IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA. DISTURBANCE SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. RESTORATION FOR DISTURBANCE OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE CONDUCTED USING A SEED MIX APPROPRIATE FOR THE SETTING (WETLAND, UPLAND, TRAIL, ETC.) AND IS CONSIDERED INCIDENTAL.
5. SEDIMENT CONTROL LOGS MAY BE REQUIRED ALONG ACCESS ROUTES AS DEEMED NECESSARY BY ENGINEER, INCIDENTAL TO TEMPORARY EROSION & SEDIMENT CONTROL.

01  
25  
STABILIZED  
CONSTRUCTION  
EXIT



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 Drawing date: 05/08/2021  
 Drawing user: daniel.mossing

6			
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3			
2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
NO	DATE	BY	REVISION



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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE  
05/08/2021

DESIGN BY / DRAWN BY: XXXX  
 CHECKED BY: DEM

EOR PROJECT NO.  
0041-0362

**EOR** Emmons & Olivier  
 Resources, Inc.  
 1919 University Ave W, #300  
 Suite 300, St Paul, MN 55104  
 Telephone: 651.770.8448  
 www.eorinc.com



BROWN'S CREEK TRIBUTARY  
 RESTORATION  
 STILLWATER, WASHINGTON COUNTY,  
 MINNESOTA

STATE PROJECT NO. --- CITY PROJECT NO. ---

EROSION & SEDIMENT CONTROL -  
 RESTORATION PLAN 2

SHEET 22 OF 25 SHEETS



**RESTORATION NOTES**

1. RESTORE ALL DISTURBED AREAS WITH SPECIFIED SEED MIXES AND MULCH MATERIAL, AS SHOWN ON PLANS.
2. PRIOR TO SEEDING PREPARE THE SEED BED PER MN-DOT SPEC 2574.A.4.
3. ACCEPTABLE SEEDING DATES ARE APRIL 15 - JUNE 20 IN THE SPRING, OR SEPTEMBER 20 - OCTOBER 20 IN THE FALL. WRITTEN PERMISSION BY THE OWNERS REPRESENTATIVE/ ENGINEER TO PERFORM SEEDING OPERATIONS ON ANY OTHER DATES OF THE YEAR IS REQUIRED.
4. THE SITE IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA, DISTURBANCE SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. RESTORATION FOR DISTURBANCE OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE CONDUCTED USING A SEED MIX APPROPRIATE FOR THE SETTING (WETLAND, UPLAND, TRAIL, ETC.) AND IS CONSIDERED INCIDENTAL.
5. SEDIMENT CONTROL LOGS MAY BE REQUIRED ALONG ACCESS ROUTES AS DEEMED NECESSARY BY ENGINEER. INCIDENTAL TO TEMPORARY EROSION & SEDIMENT CONTROL.

**KEY**

- 25-131 - LOW MAINTENANCE TURF (220.0 LB/ACRE)  
SEE DETAIL SHEET (02-25) FOR TRAIL RESTORATION DETAIL  
USE ONLY IN AREAS WHERE VEGETATION IS DISTURBED.
- 34-262 - WET PRAIRIE (30.00 LB/ACRE)



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2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
NO	DATE	BY	REVISION



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*Daniel E. Mossing*  
DANIEL E. MOSSING  
DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021  
DESIGN BY / DRAWN BY: EOR / DEM  
CHECKED BY: XXX

**EOR** Emmons & Olivier Resources, Inc.  
1919 University Ave W, #300  
Suite 300, St Paul, MN 55104  
Tel: 651.770.8448  
www.eorinc.com



BROWN'S CREEK TRIBUTARY RESTORATION  
STILLWATER, WASHINGTON COUNTY, MINNESOTA

EROSION & SEDIMENT CONTROL - RESTORATION PLAN 3  
SHEET 23 OF 25 SHEETS





**KEY**

25-131 - LOW MAINTENANCE TURF (220.00 LB/ACRE)  
SEE DETAIL SHEET (02-25) FOR TRAIL RESTORATION DETAIL  
USE ONLY IN AREAS WHERE VEGETATION IS DISTURBED.

34-262 - WET PRAIRIE (30.00 LB/ACRE)

35-641 - MESIC PRAIRIE SOUTHEAST (30.00 LB/ACRE)

**RESTORATION NOTES**

- RESTORE ALL DISTURBED AREAS WITH SPECIFIED SEED MIXES AND MULCH MATERIAL, AS SHOWN ON PLANS.
- PRIOR TO SEEDING PREPARE THE SEED BED PER MN-DOT SPEC 2574.A4.
- ACCEPTABLE SEEDING DATES ARE APRIL 15 - JUNE 20 IN THE SPRING, OR SEPTEMBER 20 - OCTOBER 20 IN THE FALL, WRITTEN PERMISSION BY THE OWNERS REPRESENTATIVE/ ENGINEER TO PERFORM SEEDING OPERATIONS ON ANY OTHER DATES OF THE YEAR IS REQUIRED.
- THE SITE IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA, DISTURBANCE SHALL BE MINIMIZED TO THE EXTENT POSSIBLE, RESTORATION FOR DISTURBANCE OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE CONDUCTED USING A SEED MIX APPROPRIATE FOR THE SETTING (WETLAND, UPLAND, TRAIL, ETC.) AND IS CONSIDERED INCIDENTAL.
- SEDIMENT CONTROL LOGS MAY BE REQUIRED ALONG ACCESS ROUTES AS DEEMED NECESSARY BY ENGINEER. INCIDENTAL TO TEMPORARY EROSION & SEDIMENT CONTROL.

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2	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
1	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS
NO	DATE	BY	REVISION

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*Daniel E. Mossing*  
DANIEL E. MOSSING  
DATE: 05/08/2021 LICENSE # 57798

SUBMISSION DATE: 05/08/2021

DESIGN BY / DRAWN BY: CHECKED BY: EOR / DEM / XXXX

EOR PROJECT NO. 0041-0362

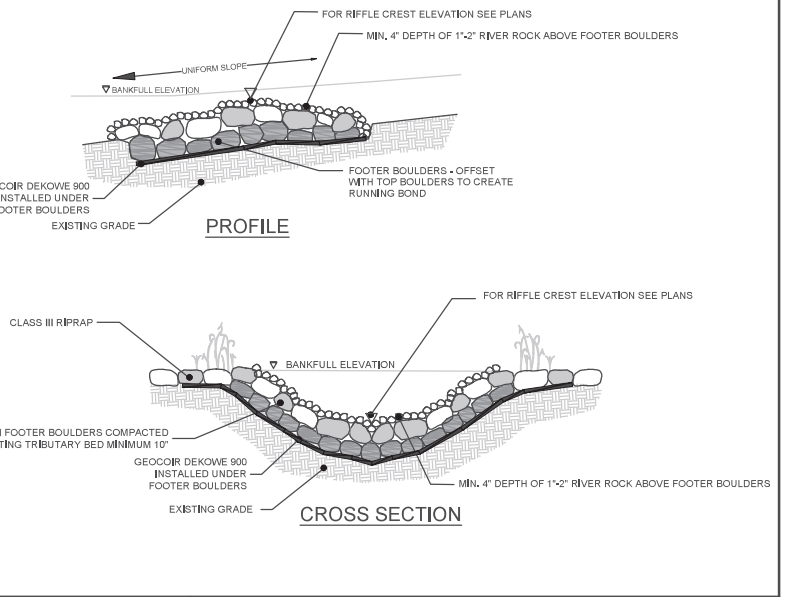
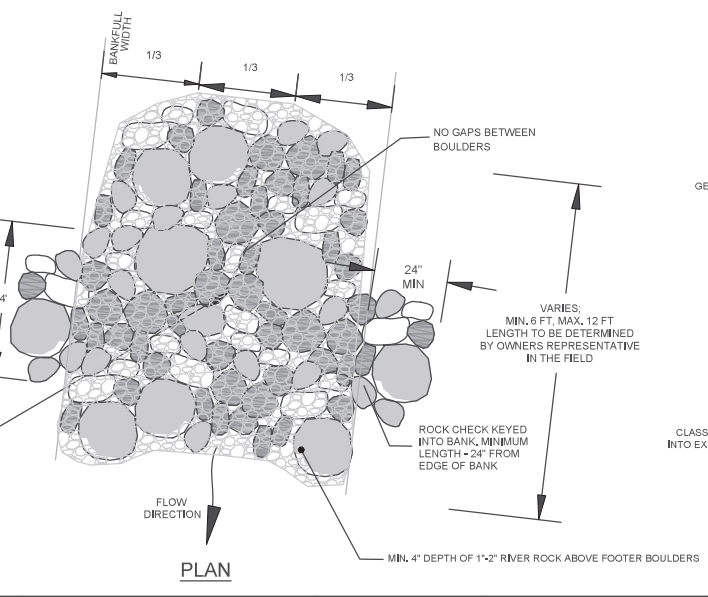
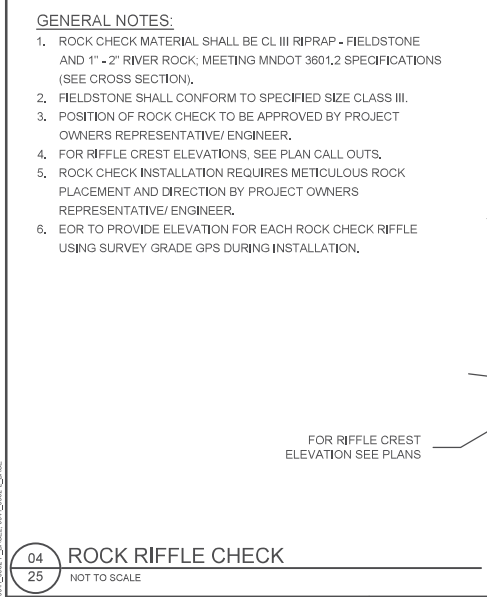
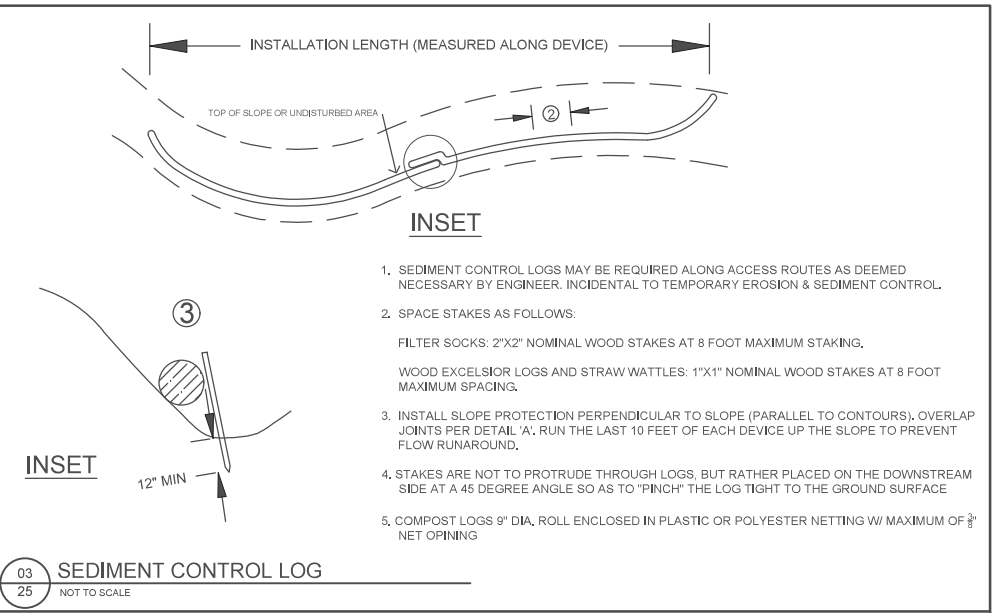
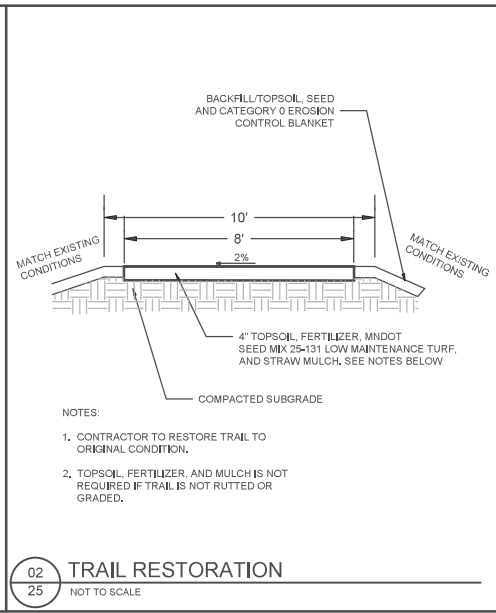
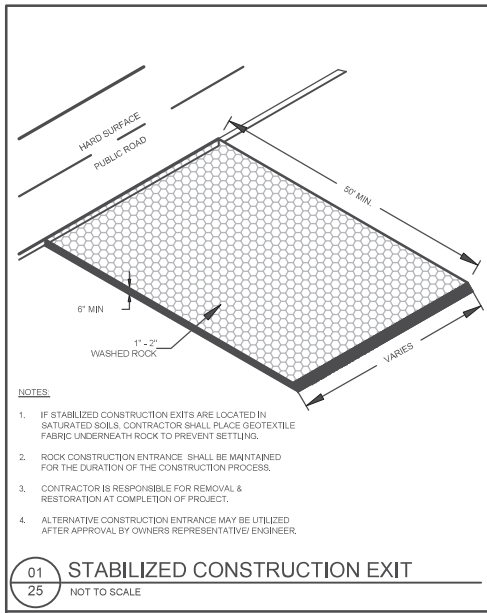
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1919 University Ave W, #300  
Suite 300, St Paul, MN 55104  
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www.eorinc.com



**BROWN'S CREEK TRIBUTARY RESTORATION**  
STILLWATER, WASHINGTON COUNTY, MINNESOTA

EROSION & SEDIMENT CONTROL - RESTORATION PLAN 4

SHEET 24 OF 25 SHEETS



File Path: C:\Users\jacob\OneDrive\Documents\Brown's Creek Watershed\Restoration\Drawings\04\_RockRiffleCheck.dwg  
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 Drawing Date: 05/08/2021 09:41:11 AM  
 User: jacob

NO	DATE	BY	REVISION
1	07/30/2021	DEM	CONSTRUCTION DRAWINGS - ADDENDUM #1
2	05/08/2021	DEM	FINAL CONSTRUCTION DRAWINGS



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*Daniel E. Mossing*  
 DANIEL E. MOSSING  
 DATE: 05/08/2021 LICENSE # 57798

EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIVERSITY AVE W, #300  
 SUITE 300, ST. PAUL, MN 55104  
 TEL: 651.770.8448  
 WWW.EORINC.COM

DESIGN BY: DEM  
 DRAWN BY: XXX  
 CHECKED BY: XXX  
 EOR PROJECT NO. 0041-0362



BROWN'S CREEK TRIBUTARY RESTORATION  
 STILLWATER, WASHINGTON COUNTY, MINNESOTA

STATE PROJECT NO. — CITY PROJECT NO. —

DETAIL SHEET  
 SHEET 25 OF 25 SHEETS

**Exhibit B**  
Contractor's Completed Quote Form

**QUOTE FORM**

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBLIZATION	LUMP	1.0	2,900 <sup>00</sup>	2,900 <sup>00</sup>
2	STABILIZED CONSTRUCTION EXIT	EA	2.0	2,500 <sup>00</sup>	5,000 <sup>00</sup>
3	CLEARING FOR WOODY INVASIVES & SELECTIVE TREE REMOVAL	AC	5.0	3,400 <sup>00</sup>	17,000 <sup>00</sup>
4	TRAFFIC CONTROL	LUMP	1.0	1,000 <sup>00</sup>	1,000 <sup>00</sup>
5	COMMON EXCAVATION – ONSITE DISPOSAL	CY	88.0	15 <sup>00</sup>	1,320 <sup>00</sup>
6	HAND-PLACED RIPRAP, CLASS III FIELDSTONE	TON	229.0	170 <sup>00</sup>	38,930 <sup>00</sup>
7	1-2 INCH RIVER ROCK OR APPROVED EQUAL	TON	29.0	150 <sup>00</sup>	4,350 <sup>00</sup>
8	EROSION CONTROL NETTING – GEOCOIR 900 OR APPROVED EQUAL	SY	280.0	10 <sup>00</sup>	2,800 <sup>00</sup>
9	SEEDING FOR CLEARED AREAS / ACCESS ROADS	AC	7.0	800 <sup>00</sup>	5,600 <sup>00</sup>
10	SEED, STATE MIX 25-131 (LOW MAINTENANCE TURF)	LBS	60.0	2 <sup>50</sup>	150 <sup>00</sup>
11	SEED, STATE MIX 34-262 (WET PRAIRIE MIX FOR WETLANDS)	LBS	90.0	47 <sup>00</sup>	4,230 <sup>00</sup>
12	SEED, STATE MIX 35-641 (MESIC PRAIRIE MIX FOR UPLANDS)	LBS	2.0	35 <sup>00</sup>	70 <sup>00</sup>
13	MULCH TYPE 1 (WEED-FREE STRAW MULCH OR APPROVED EQUAL)	AC	7.0	1,000 <sup>00</sup>	7,000 <sup>00</sup>
14	TEMPORARY EROSION & SEDIMENT CONTROL	LUMP	1.0	1,700 <sup>00</sup>	1,700 <sup>00</sup>
<b>SUB TOTAL</b>					92,050 <sup>00</sup>
<b>ADD ALTERNATE</b>					
1	3-YEAR EXTENDED MAINTENANCE	YR	3.0		17,400 <sup>00</sup>
<b>PROJECT TOTAL</b>					109,450 <sup>00</sup>

**SIGNATURE**

ORGANIZATION	MNL, Inc.
AUTHORIZED SIGNATURE	Amy Schaffer
PRINTED NAME	Amy Schaffer
TITLE	President
DATE	8-5-2021

**Project Name** | Brown's Creek Tributaries Restoration

**Date** | 7/30/2021

**To / Contact info** | Prospective Contractors

**Cc / Contact info** | Karen Kill – BCWD Administrator

**From / Contact info** | Mike Majeski & Dan Mossing – EOR

**Regarding** | Addendum #1

The following addendum is based on BCWD rules and the requirement for installation of geotextile fabric under the rock riffle checks. As a result, the Construction Plan has been revised to include installation of geotextile fabric (GEOCOIR® 900 or approved equal) under each rock riffle check. See Sheet 2 SEQ and Sheet 25 Rock Riffle Check detail in the revised Construction Plan attached to this e-mail. A revised Quote Form is also included.

Included in this addendum is a summary of questions and answers discussed during the mandatory pre-quote field meeting held at 9:00 am on July 23, 2021:

Question #1: Can woody invasives be chipped in place?

Answer: Yes. The construction plan calls for burning of brush piles in the winter months but chipping in place is acceptable if the chips are thin spread to avoid smothering the ground surface/ native seeding.

Question #2: Is there a minimum diameter size for both cutting AND treatment of invasives?

Answer: All stems  $\geq \frac{1}{2}$  inch in diameter shall be cut and treated. It is expected that brush smaller than  $\frac{1}{2}$  inch diameter to be cut only with the assumption that any re-sprouting will be managed by foliar treatments in the fall. Selective tree harvest to include invasive trees (including box elder) up to 12" diameter. All native trees (excluding box elder) are to be preserved, though some incidental take is expected from mechanical removal of invasives/ clearing access trails.

Question #3: Can seeding be completed in 2022 following management of woody invasives?

Answer: Yes, this is preferred to minimize chemical impact to native seed/seedlings.

Question #4: Will property lines be marked in the field?

Answer: Yes. EOR to provide lath along property lines to help delineate woody invasive harvest polygons.

Question #5: Is temporary erosion control needed for the entire project site?

Answer: No, only in disturbed areas that would discharge directly to the creek or adjacent wetlands. Temporary erosion control measures are not anticipated along the existing mowed access trails unless bare soils are exposed from construction equipment.

**General Project Notes:** The tributaries are designated as part of Brown's Creek and are therefore subject to work exclusion dates starting September 1. However, the MNDNR has granted a work

extension for this project from September 1-October 31, 2021. The MNDNR is open to discussions about extending the exclusion date to December 15, 2021 but no assurances of a further extension have been made and will be dependent on DNR's assessment of site conditions by October 31, 2021. Therefore, the substantial completion date for installation of rock grade control structures at this time should be considered October 31, 2021.

**Acknowledgement of Addendum(s) & Inclusion with Quote**

Addendum	AUTHORIZED SIGNATURE
#1 (July 30, 2021)	

# Signature Certificate

Document Ref.: DBSVE-ISTAA-MWJNC-QYGTA

Document signed by:

	<b>Amy Schaffer</b> Verified E-mail: amy.schaffer@mnlcorp.com	
IP: 184.60.90.34      Date: 19 Aug 2021 22:38:08 UTC		

	<b>Michael Welch</b> Verified E-mail: welch@smithpartners.com	
IP: 73.228.206.11      Date: 20 Aug 2021 03:28:27 UTC		

	<b>Karen Kill</b> Verified E-mail: kkill@mnwcd.org	
IP: 174.53.172.141      Date: 20 Aug 2021 15:20:27 UTC		

Document completed by all parties on:  
20 Aug 2021 15:20:27 UTC

Page 1 of 1



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