

PROFESSIONAL SERVICES AGREEMENT

Bolton & Menk, Inc.

Date of Agreement: _____

**1960 Premier Drive
Mankato, MN 56001
Ph. (507) 625-4171 Fax (507) 625-4177**

Bolton & Menk Project No: _____
Project Manager (PM): Carolyn Dindorf
PM Phone No. or Ext.: 612-220-4999

(Hereinafter referred to as "BMI")

Client Name: Bassett Creek Watershed Management Commission Phone No: 952-270-1990
Client Address: P.O. Box 270825 Other Phone: _____
Client Address: _____ Email Contact: laura.jester@keystonewaters.com
City: Golden Valley State: MN Zip: 55427

(Hereinafter referred to as "Client")

Client is Property Owner Client is Agent or Other (Not Property Owner)

Billing Name: _____ Phone No: _____
Billing Address: _____ Other Phone: _____
Billing Address: _____ Email Contact: _____
City: _____ State: _____ Zip: _____

(Insert Billing Address if Different)

BMI and CLIENT agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the CLIENT and authorized to accept this Agreement. The undersigned accepts full financial responsibility for all undisputed services and costs of collection incurred by BMI, including reasonable attorney fees, in the event of CLIENT'S default, unless "Additional Guarantee of Payment" is also executed by a person(s) or firm guaranteeing payment.

OFFERED by Bolton & Menk, Inc.

ACCEPTED by CLIENT:

Print Name/Title

Print Name/Title

Signature and Date

Signature and Date

Terms and Conditions

Bolton & Menk (BMI) shall perform the services outlined in this agreement and Scope of Services for the stated fee arrangement. Said Scope of Services is attached hereto and made part of this agreement as if fully set forth herein.

Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Undisputed invoices shall be due and payable within 45 days after the invoice date. If such invoices are not paid within 60 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

Late Payments: Accounts undisputed and unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of such an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Ownership of Documents; MGDPA: All documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents may not be reused by the Client for any other project or use by others without the written consent of BMI. Notwithstanding the foregoing, the parties recognize that data provided, produced or obtained under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. BMI will immediately report to Client any requests from third parties for information relating to this agreement and further agrees to promptly respond to inquiries from Client concerning data requests.

Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time. Such certifications are not intended and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot ascertain.

Mutual Indemnification; Waiver: BMI shall indemnify and hold harmless Client and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) to the extent arising from on any negligent act or omission by BMI, its officers, employees, and agents, or any other person engaged by BMI in the performance of work or services pursuant to this agreement. Similarly, Client shall indemnify and hold harmless BMI and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) to the extent arising from on any negligent act or omission by Client, its officers, employees, and agents, or any other person engaged by Client in the performance of work or services pursuant to this agreement. To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. Nothing herein shall be deemed a waiver by Client of any limitations or exemptions from liability available to it under Minnesota Statutes, chapter 466 or other law.

Insurance: BMI agrees to maintain, at its expense, statutory workers' compensation insurance coverage and general liability insurance coverage insuring BMI against claims for bodily injury, death, or property damage arising out of BMI's general business activities (including automobile use). The general liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000 and list Client as an additional insured. Upon request of Client, BMI shall provide Client with certificates of insurance, showing evidence of the required coverage.

Termination of Services: This agreement may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Audit: Pursuant to Minnesota state law, BMI must allow the Client, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to BMI's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this agreement for a minimum of six years from the termination of this Agreement.

Entire Agreement; Amendments; No Third-Party Rights: This agreement shall constitute the entire agreement between the parties. This agreement can only be modified or assigned in a writing signed by both parties. The parties to this agreement do not intend to confer on any third party any rights under this agreement.



Real People. Real Solutions.

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Plymouth, MN 55447
Phone: (763) 544-7129
Bolton-Menk.com

May 14, 2026

Laura Jester
Administrator
Bassett Creek Watershed Management Commission
Laura.Jester@keystonewaters.com

RE: Scope and Budget for Parkers Lake Chloride Reduction Outreach Phase II

Dear Laura:

Bolton & Menk worked with Bassett Creek Watershed Management Commission along with Hennepin County and the West Metro Water Alliance (WMWA) on Phase I of the Parkers Lake Chloride Reduction Outreach Project. This proposal is for Phase II of the project which is implementation of the Phase I recommendations.

Our Science and Chloride Reduction Team and Craig Eldred, a former public works director, will work together to complete the project. We are local. The Bolton & Menk Plymouth office, where several of us are located, is just north of the Parkers Lake Watershed.

We look forward to completing Phase II of the Parkers Lake Chloride Reduction Outreach Project. I will serve as your lead client contact and project manager. Please contact me at 612-220-4999 or carolyn.dindorf@bolton-menk.com if you have any questions regarding our scope and budget.

Respectfully submitted,
Bolton & Menk, Inc.

Carolyn Dindorf
Water Resources Project Manager-Limnologist

SCOPE OF SERVICES

Parkers Lake Chloride Outreach Phase II

Our team will work to implement the recommendations identified under Phase I of this project as well as additional proposed work.

This project primarily includes working with two private winter maintenance companies, and the City of Plymouth.

Contractors:

1. Brightview Landscapes (BrightView)
2. Twin City Outdoor Services (TCOS).

These site visits and evaluations are not intended to be regulatory, but rather to look for ways to reduce chloride loading to Parkers Lake and provide technical assistance to the site owners/managers to help them improve their winter operations salt efficiency and salt storage. Finally, the potential to receive financial assistance to improve operations and/or salt storage will be discussed with property owners. There are Watershed Based Implementation Funds and BCWMC Parkers Lake Chloride Reduction Project CIP funds available for activities that reduce chloride pollution in Parkers Lake.

Task 1: Project Management and Reporting

This task is overall project management including communication with the project partners: Bassett Creek Watershed Management Commission (BCWMC), Plymouth staff, and Hennepin County. WMWA Conservation Specialist, Grace Barcelow (or her successor), and Laura Jester, BCWMC Administrator will be the main points of contact and will communicate project updates to other project partners. Monthly or semi-monthly progress emails or phone calls will be provided. A final report summary of work completed will be provided.

Deliverables: Monthly progress emails or phone calls, short summary report.

Task 2: Communication and Planning

Bolton & Menk will communicate with the contractors to find a date for training, set up calibration visits, and identify and plan equipment purchases. Bolton & Menk will also discuss with BrightView the possibility of moving their salt storage shed and adding secondary containment to their liquid storage tank. Based on Phase I responses, this task may take more time than anticipated.

Deliverables: Scheduled training, information on salt storage outcome, equipment purchase information for Watershed approval and ordering.

Task 3: Training

Bolton & Menk will coordinate and provide training to the two contractors and property managers as listed below.

- Property Management Training- This training was recommended to get the contractor's clients trained in Smart Salting Best Management Practices. The class can be opened up to the entire watershed. This is **not** included in the estimate since it must be scheduled through and paid directly to MPCA and is now being taught by MPCA. MPCA cost for the class is estimated at \$1,500. Bolton & Menk work will be to help schedule the training with the contractor and encourage promotion to their clients.
- Smart Salting Training for BrightView staff with custom discussion. Host an MPCA Smart Salting for Parking Lots & Sidewalks Class. This is scheduled and paid through MPCA at \$2,000. This amount is not included in this estimate.

- Smart Salting Training Supplemental cost. Include Craig Eldred as co-trainer for this class since he is familiar with their operations. Bolton & Menk will invoice for the additional cost for Craig’s time. This cost is included in this estimate as well as time to work with BrightView to get the training on their schedule and coordinate with MPCA on trainers. We will request MPCA used Doug Klimbal from my team as the main instructor. His time for teaching the class will be covered under the \$2000 paid to MPCA.
- TCOS has trained their staff through the MPCA classes. If desired by TCOS, Bolton & Menk will provide a two-hour custom discussion and question & answer session with TCOS staff specific to their operations.

Deliverables: Smart Salting co-trainer for BrightView MPCA class: Craig Eldred will co-teach and provide custom information and discussion more specific to BrightView Landscapes operations. If agreed, custom two-hour session with TCOS.

Task 4: Contractor Technical Assistance

Bolton & Menk will collaborate with contractors and will facilitate hands-on calibration and development of salt application rate charts. Bolton & Menk will also answer questions about new equipment purchased through the Watershed, and assist them with improving practices to reduce salt use. If the mini-RWIS station(s) are agreed upon by the City of Plymouth, if needed, Bolton & Menk will provide assistance to the City and contractors to promote shared information.

- Calibration assistance: Bolton & Menk will work with BrightView and TCOS separately at their shops to help them calibrate their existing equipment.
- Application rate charts: Bolton & Menk will work with BrightView and TCOS to develop application rate charts to help lower salt use.
- Assistance with new equipment if needed.
- Assistance with mini-RWIS station collaboration if needed.

Deliverables: Summary of assistance provided.

Task 5: Distributed Storage Inspections

Bolton & Menk will visually evaluate areas where distributed salt storage is likely to occur in the Parkers Lake subwatershed, including commercial, industrial, and multi-family housing sites. There are about 90 of these sites. Where granular and/or liquid salt storage is identified, staff will take photos, and complete an inspection form detailing if salt is properly stored, the conditions of the storage area, and need for improvement. A map of storage sites, photos, and identification of improvements needed will be included in a summary report. This will occur over the winter and will include consultation with city staff to ensure that this an educational and informational activity rather than a regulatory function.

- Develop inspection form
- Review aerial photos of inspection area
- Conduct inspections by driving around all roads and viewing properties, and driving through properties if allowed.
- Photograph and record findings
- Prepare map of storage areas and summary report of inspection results and recommendations for improvement.

Deliverables: Map of storage areas, summary report of findings and recommendations.

Task 6: Chloride Source Search and Solutions

Bolton & Menk will visually evaluate areas identified by the City of Plymouth as contributing high chloride loading to Parkers Lake and look for potential sources and improvements. This may include inspecting right after a snow event to look for high salt application areas, look for drainage problems that result in icy conditions requiring salt, and other situations where high salt use is likely. Areas for inspection will be prioritized based on the highest chloride loading. As many sites as possible will be inspected and reviewed within the budget. This work will occur in the winter and will include consultation with city staff to ensure that this an educational and informational activity rather than a regulatory function.

- Communicate with Plymouth regarding high chloride areas to inspect
- Drive around to visually evaluate identified areas searching for high chloride sources.
- Conduct more thorough inspections where a potential source is identified. This may be limited somewhat based on our ability to access private property.
- Document source areas with photos.
- For identified high source areas, strategize on potential solutions. This may include consulting with one of our engineers. Provide recommendations for as many sites as possible within the budget.
- Prepare map of locations and summary report of inspections results and recommendations.

FEES

Bolton & Menk, Inc.'s proposed fees to provide the described work will be billed hourly based on the fee schedule with the total estimated cost to be:

Scope of Services Tasks	
Task	Estimated Fees
Task 1: Project management and Reporting	\$4,200
Task 2: Communication and Planning	\$4,000
Task 3: Training	\$2,100
Task 4. Contractor Technical Assistance	\$7,100
Task 5. Distributed Storage Inspections	\$7,000
Task 6: Chloride Source Search and Solutions	\$11,500

Scope of Services	
Total Not-to-Exceed Fee	\$35,900

Total fees for the Services shall not exceed \$35,900 without the prior consent of BCWMC. Note: if both task 5 and 6 are approved for this winter, a discount will be provided since the work can be done while visiting sites.

SCHEDULE

This project will begin June 1, 2026, or when the contract is signed. We anticipate setting up training dates, discussing salt storage solutions with BrightView, identifying actual equipment numbers and details, and starting work on salt application rate charts this summer. Calibration assistance, final rate charts, and assistance with new equipment will occur in the late summer/fall when the contractor equipment is out of storage and new equipment is received. The project will be completed by May 31, 2027.