

PROFESSIONAL SERVICES AGREEMENT

Item 5E.
BCWMC 3-20-25

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.

SCOPE OF SERVICES

3300 Fernbrook Ln N
Suite 300
Plymouth, MN 55447

Phone: (763) 544-7129
Bolton-Menk.com

March 12, 2025

Laura Jester
Administrator
Bassett Creek Watershed Management Commission
Laura.Jester@keystonewaters.com
RE: Scope and Budget for Parkers Lake Chloride Reduction Outreach Project

Dear Laura:

Bassett Creek Watershed Management Commission, working with Hennepin County and West Metro Water Alliance (WMWA) has initiated the Parkers Lake Chloride Reduction Outreach Project to evaluate salt storage and winter maintenance operations at four facilities located in the Parkers Lake Watershed for the purpose of identifying chloride reduction opportunities. Two sites are public and two are private winter maintenance companies.

1. City of Plymouth Maintenance Facility
2. MnDOT Plymouth Truck Station
3. Brightview Landscapes
4. Twin City Outdoor Services

We understand what needs to be accomplished for the successful completion of the Parkers Lake Chloride Reduction Outreach Project. Bolton & Menk has the expertise and experience you need to complete this work. Our Science and Chloride Reduction Team and a former public works director will work together to complete the project. We are local. The Bolton & Menk Plymouth office, where most of us are located, is just north of the Parkers Lake Watershed.

We are excited at the opportunity to complete 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

Our team will work to evaluate the four sites identified by Hennepin County and Bassett Creek Watershed Management Commission (BCWMC) within the Parkers Lake Watershed:

Two sites are public and two are private winter maintenance companies.

1. City of Plymouth Maintenance Facility
2. MnDOT Plymouth Truck Station
3. Brightview Landscapes
4. Twin City Outdoor Services.

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

This task is overall project management including communication with the WMWA project partners: Bassett Creek Watershed Management Commission (BCWMC), Plymouth staff, and Hennepin County. Conservation Specialist, Grace Barcelow, and Laura Jester, BCWC Administrator will be the main points of contact and will communicate project updates other project partners. Bolton & Menk staff will contact the four sites, identify who to meet with on site, and set up a time to evaluate their facilities and winter maintenance operations. Monthly or semi-monthly progress emails or phone calls will be provided when the project is active.

Deliverables: Notify project partners when site visits occur. Monthly progress emails or phone calls.

Task 2: Site Evaluation and Preparations

This task includes mapping sites and evaluating drainage prior to visiting sites, as well as identifying questions to gather appropriate information to discuss with the representative on site. We will also prepare forms for completing the on-site evaluations.

Deliverables: GIS maps of sites, forms to be used for site evaluations.

Task 3: Site Visits

With permission from property owners, each site will be visited by two staff, a Water Resources Scientist, and a Winter Maintenance Expert. We will walk around the site and inspect the storage areas, drainage conditions, and winter maintenance operations. Winter maintenance operations may include snow removal and deicer application equipment, deicers, and use of liquids, practices, and other information deemed helpful to reduce salt use and runoff. Ideally, we would like a manager or owner present to show us around and discuss equipment and practices and potential ideas for salt efficiency and chloride loading improvements. We will also ask about what clients may be located within Parkers Lake Watershed or within the broader Bassett Creek Watershed.

Deliverables: Completed forms and initial recommendations, photos

Task 3: Follow-up Assistance to the Private Contractors

This optional task is to provide additional assistance to the site managers/owners for the sites evaluated including answering questions and assisting them with improving practices to reduce salt use. This may include operations changes such as adding pavement temperature evaluation, ideas for equipment upgrades, adding or increasing use of liquids, recommendations for equipment upgrades, etc. Some of this will be discussed during site visits, but it is likely that questions may come up later. This would be billed hourly with a not-to-exceed amount established.

Task 5: Summary report Preparation

Our team will evaluate the results of the site visits and prepare a summary report including findings and recommendations for chloride reduction opportunities. This report can be used to help the BCWMC implement projects to reduce salt loading from these sites, evaluate potential funding of equipment upgrades, identify their clients to target for offering Smart Salting for Property Management training, and identify other assistance needed to help them reduce salt usage.

Deliverables: Summary report

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	\$1,800
Task 2: Site Evaluation and Preparations	\$3,200
Task 3: Site Visits	\$4,700
Task 4. Follow-up Assistance to Private Contractors	\$3,000
Task 5: Summary Report Preparation	\$4,200

Scope of Services	
Total Not-to-Exceed Fee	\$16,900

Total fees for the Services shall not exceed \$16,900 without the prior consent of BCWMC.

SCHEDULE

This project will begin in March 2025, or when the contract is signed. We anticipate completing part of it right away and will continue in the early winter of 2025 when winter operations start up again so that we can get an accurate assessment of their salt storage and operations. The project will be completed by March of 2026.