

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BOLTON & MENK, INC. & CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Duluth, Minnesota hereinafter referred to as the "City" and:

Name: Bolton & Menk, Inc.
Address: **4960 Miller Trunk Highway Suite 500, Duluth, MN 55811**

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

Payments as described in Section V shall be made from Funding 535-500-1930-2330-5310; and Resolution No. [Click or tap here to enter text.](#), passed on January 26, 2026.

The professional engineering services obtained by the City under this agreement concern the following described project hereinafter referred to as the "Project":

Project Name: **2026 Best Management Practice Inspection and Modernization**
Project Description: **The survey and inspections of the City's storm ponds with testing and designs to align with best management practices and to suggest modernizations where able.**

The professional engineering services to be provided under this agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the agreement.

<u>Phase</u>	<u>Description</u>
<input checked="" type="checkbox"/> A.	Study and Report Phase
<input checked="" type="checkbox"/> B.	Preliminary Survey Phase
<input checked="" type="checkbox"/> C.	Preliminary Design Phase
<input type="checkbox"/> D.	Final Design Phase
<input type="checkbox"/> E.	Bidding Phase
<input type="checkbox"/> F.	Construction Survey and Layout Phase
<input type="checkbox"/> G.	Construction Administration and Inspection Phase

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the City in all phases of the Project to which this agreement applies, serve as the City's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to the City during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the City.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed by City representative with that Phase.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed and shall devote such personnel and materials to the Project so as to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this agreement.

D. CITY'S REPRESENTATIVE

The City's representative to the Engineer shall be the City Engineer or his or her designees assigned in writing.

E. ENGINEERING GUIDELINES

All work performed as part of this project shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer.

F. SUBCONSULTANTS

Engineer may contract for the services of sub-consultants to assist Engineer in the performance of the services to be provided by Engineer hereunder but the selection of any sub-consultant to perform such services shall be subject to the prior written approval of the City Engineer. Engineer shall remain responsible for all aspects of any services provided by such sub-consultants to City under this Agreement. City shall reimburse Engineer for sub-consultant services under the categories of services to be provided by Engineer under Phases A through G, as applicable.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

- ☒ Included in this Agreement
☐ Not included in this Agreement

The Engineer shall:

1) City's Requirements

Review available data and consult with the City to clarify and define the City's requirements for the Project.

2) Advise Regarding Additional Data

Advise the City as to the necessity of the City's providing or obtaining from others data or services in order to evaluate or complete the Project and, if directed by the City's representative, act on behalf of the City in obtaining other data or services.

3) Technical Analysis

Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4) Economic Analysis

Provide a general economic analysis of various alternatives based on economic parameters and assumptions provided by the City.

5) Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City and setting forth the Engineer's findings and recommendations with opinions of probable total costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6) Report Presentation

Furnish three copies of the report and present and review the report in person with the City as the City Representative shall direct.

7) Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Study and Report Phase shall be completed and report submitted by **June 15, 2026**.

B. PRELIMINARY SURVEY PHASE

- ☒ Included in this Agreement
☐ Not included in this Agreement

After written authorization by the City's representative to proceed with the preliminary survey phase, the Engineer shall:

1) General

Perform topographic survey as necessary to prepare the design and provide Construction Survey and Layout as described in Section II.F

2) Boundary Survey

Perform boundary survey if checked.

3) Document Presentation

Furnish a CADD file of the survey base map to the City. Files shall be in the software specified in the Engineering Guidelines for Professional Engineering Services and Developments described in Section I.E.

4) Supplementary Duties

The duties-responsibilities of the Engineer during the preliminary survey phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The preliminary survey phase shall be completed and submitted by **August 15, 2026**.

C. PRELIMINARY DESIGN PHASE

- ☒ Included in this Agreement

☐ Not included in this Agreement

After written authorization by the City's Representative to proceed with the Preliminary Design Phase, the Engineer shall:

1) Preliminary Design Documents

Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2) Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project costs.

3) Preparation of Grants; Environmental Statements

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project, preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documentation prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Renderings and Models

Providing renderings or models for the City's use.

5) Economic Analysis

Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the City in obtaining licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by the City.

6) Document Presentation

Furnish three copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Preliminary Design Phase shall be completed and report or plan submitted by **September 15, 2026**.

D. FINAL DESIGN PHASE

☐ Included in this Agreement

☒ Not included in this Agreement

1) Drawings and Specifications

On the basis of the accepted preliminary design documents and the revised opinion of probable Project costs, prepare for incorporation in the contract documents Construction Plans to show the character and extent of the Project and specifications.

2) Approvals of Governmental Entities

Furnish to the City such documents and design data as may be required for, and prepare the required documents so that the City may apply for approvals and permits of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3) Adjusted Project Costs

Advise the City of any adjustments to the latest opinion of probable Project costs, identify cause of change and furnish a revised opinion of probable Project cost based on the drawings and specifications.

4) Contract Document Preparation

Prepare final plans and specifications for the Project, which shall include incorporation of plans and specifications prepared by subconsultants. Engineer shall assist in the preparation of contract documents. Engineer shall prepare all necessary project/plan review forms checklists, labor compliance requests, wage determination requests, bidding documents and other forms to assist the City with procuring Bids. Engineer shall review all plans and specifications and supporting documentation and resolve any inconsistencies in said documents being incorporated into the Contract prior to bid. To the extent possible, the Engineer will follow the document format supplied by the City and use the standard terms and conditions supplied by the City in preparation of these documents.

5) Real Estate Acquisition: Legal Description

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" X 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project.

6) Document Presentation

Furnish three copies of the above documents and present and review them in person with the City.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Final Design Phase shall be completed and contract documents submitted by **N/A**.

E. BIDDING PHASE

- ☐ Included in this Agreement
☒ Not included in this Agreement

The Engineer shall:

1) Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

2) Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents).

3) Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

4) Evaluation of Bids

Assist the City in evaluating bids or proposals and in assembling and awarding contracts.

5) Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

6) Completion Time

The bidding phase shall be completed by **N/A**.

F. CONSTRUCTION SURVEY AND LAYOUT PHASE

☐ Included in this Agreement

☒ Not included in this Agreement

1) General

This phase of work may or may not be performed in conjunction with Phase G, "Construction Administration and Inspection Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase G are to be provided unless specifically indicated in this agreement.

2) Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3) Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be

computed on a time and materials basis, and reimbursed by the City. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

4) Supplementary Duties

The duties and responsibilities of the Engineer during the construction survey and layout phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The construction survey & layout phase shall be completed by **N/A**.

G. CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

- ☐ Included in this Agreement
☒ Not included in this Agreement

1) General Duties

Consult with and advise the City and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. This phase of the work may or may not be performed in conjunction with Phase F "Construction Survey and Layout Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this agreement.

2) Construction Inspection and Reporting

Make visits to the site with sufficient frequency at the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the contractor(s) and to ensure that such work is proceeding in accordance with the contract documents. During such visits and on the basis of on-site observations, the Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

3) Warranty Inspection

Eleven months following construction completion, conduct an inspection to document any items to be repaired by the contractor under the conditions of the construction contract warranty. Submit work to be corrected to the Contractor and the City.

4) Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action in respect to Shop Drawings), the results of tests and inspections and other data which each contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the contractor(s), and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s).

5) Contract Documents

Receive from each contractor and review for compliance with contract documents all required document submissions including but not limited to performance and payment bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City for final approval.

6) Conferences and Meetings

Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of the minutes thereof including to the City.

7) Records

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

b) Keep a diary or log book, recording the contractor's hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City. Take multiple photographs of the Work and keep a log and file of the photos. Specifically maintain records of acceptance and rejection of materials and workmanship.

c) Record names, addresses and telephone numbers of all the contractors, subcontractors, and major suppliers of materials and equipment.

8) Reports

a) Furnish the City periodic reports, as required, on progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with the City, in advance of scheduled major tests, inspections, or start of important phases of the Work.

c) Draft proposed change orders and work directive changes, obtaining back-up material from the contractor, and make recommendations to the City regarding change orders, work directive changes and field orders.

d) Report immediately to the City upon the occurrence of any accident.

9) Contract Interpretation, Review of Quality of Work

Issue all instruction of the City to the contractor(s); issue necessary interpretations and clarifications of the contract Documents and in connection therewith prepare change orders as required, subject to the City's approval; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of the contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

10) Change Orders and Revisions

Prepare change orders to reflect changes in the Project requested or approved by the City, evaluate substitutions proposed by the contractor(s) and make revisions to drawings and specifications occasioned thereby, and provide any additional services necessary as the result of significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

11) Review of Applications for Payment

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to the contractor(s) and recommend in writing payments to the contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the contractor(s).

12) Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each contractor has fulfilled all of his obligations there under so that the Engineer may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

13) Authority and Responsibility

The Engineer shall not guarantee the work of any contractor or subcontractor, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. If the Engineer determines that there are deficiencies in materials or workmanship on the Project, or otherwise deems it to be in the best interest of the City to do so, the Engineer shall be responsible to stop any contractor or subcontractor from performing work on the Project, until conditions giving rise to this need, therefore, are rectified.

14) Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s) work; however, nothing contained in this paragraph shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these contract documents or this agreement.

15) Preparation of Record Drawings

The Engineer shall prepare a set of record drawings in accordance with the Engineering Guidelines for Professional Engineering Services and Development described in Section I.E.

16) Manuals

The Engineer shall furnish operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, and adjusting and balancing); and training personnel for operation and maintenance.

17) Supplementary Duties

The duties and responsibilities of the Engineer during the construction administration and inspection phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

18) Completion Time

The construction administration and inspection phase shall be completed by **N/A**.

SECTION III. CITY'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information reasonably known to and in possession of the City.

C. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer.

D. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

E. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such auditing service as the City may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract, and such inspection services as the City may require to ascertain that the contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

F. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).

G. COSTS OF THE CITY'S RESPONSIBILITIES

Bear all costs incidental to compliance with the requirements of this Section III.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Engineer shall not assign, sublet, or transfer their respective interests in this agreement without the written consent of the City. Nothing herein shall be construed as creating

any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other Project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Estimates of construction cost provided are to be made on the basis of the Engineer's experience, qualifications and the best of their professional judgment, but the Engineer does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

D. INSURANCE

1) Engineer shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:

- a) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- b) Commercial General and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
- c) Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional liability insurance is in the form of "claims made," insurance, Engineer hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage ; and in event of any change, Engineer agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- d) **City of Duluth shall be named as Additional Insured** under the Commercial General and Automobile Liability Policies. Engineer shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Engineer to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance

with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

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

3) The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Engineer.

4) The certificates shall provide that the policies shall not be cancelled during the life of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.

5) Except as provided for in Section IV.D.1.d) above, Engineer hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section IV or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section IV.D of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City.

E. HOLD HARMLESS

To the fullest extent permitted by law, Engineer agrees that it shall indemnify and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees and incurred defense costs) asserted by itself or any person or persons including agents or employees of the City of Duluth or Engineer by reason of death or injury to person or persons or the loss or damage to property to the extent attributable to, or by reason of, any act, omission, operation or work of Engineer or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to indemnify and hold harmless shall include, but not be limited to the obligation to indemnify and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Engineer, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Engineer, its employees, or its agents, and any other source of liability. Said obligations to indemnify and hold harmless shall be triggered upon the assertion of a claim for damages against City. Engineer shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless Engineer should fail to comply with its insurance obligations in this contract to the detriment of City, in which case Engineer shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City.

This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Engineer. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

Engineer understands this provision may affect its rights and may shift liability.

Engineer shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses and reasonable attorney's fees and incurred defense costs to the extent attributable to Engineer's intellectual property infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

Nothing herein is intended to impose an obligation on Engineer that is void and unenforceable under Minnesota Statutes Section 604.21.

F. TERMINATION

- 1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days' prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.
- 3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.
- 4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

The Engineer agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the City of Duluth and their respective agencies and instrumentalities which are applicable to the work and services to be performed hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent contractor.

I. FEDERAL FUNDING

If Federal Funds (i.e. HUD, FEMA, Revenue Sharing) are utilized as a source of Project funding, the

Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

J. AMENDMENT OF AGREEMENT

This agreement shall be amended or supplemented only in writing and executed by both parties hereto.

K. WAIVER OF CLAIM

The Engineer waives the right to make any claim whatsoever against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with the drafting or ratification of this contract. In addition, if it is determined that this contract was not drafted or ratified in conformity with Minnesota or federal law, or City of Duluth ordinance or charter provisions, or if the contract includes obligations that are void as to Minnesota or federal law or City of Duluth ordinance or charter provisions, the Engineer agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract. **The Engineer understands this provision may affect its rights and may shift liability and specifically agrees to the same.**

SECTION V. PAYMENT

A. BASIS OF BILLING

City shall pay the Engineer based on hourly rates for all services rendered under Section II Phases A through G, an amount not to exceed the amount in Section V.C, including any and all Project-related expenses such as travel, reproduction of reports and drawings, tolls, mileage, etc. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A.

B. PAYMENT FOR WORK COMPLETED

- 1) Payment terms shall be net 35 per Minnesota Statute 471.425.
- 2) Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the City to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the City. When such progress payments are made, the City may withhold up to five percent (5%) of the vouchered amount until satisfactory completion by the Engineer of all work and services within a phase called for under this agreement. When the City determines that the work under this agreement for any specified phase hereunder is substantially complete, it shall release to the Engineer any retainage held for that phase.
- 3) No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.
- 4) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this agreement.

5) In the event of termination by City under Section IV.F., upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of hourly rates defined in Exhibit A of this agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid additional services plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for basic services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A and B of this section and the maximum payment amount described in paragraph C of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

C. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed Sixty-Six Thousand, Four Hundred Ninety-Nine and 00/100 Dollars (\$66,499.00).

SECTION VI. SPECIAL PROVISIONS

The following exhibits are attached to and made part of this agreement:

- 1) Exhibit A, Engineer's Technical Proposal
- 2) Exhibit B, Engineer's Cost Proposal

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

SECTION VII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH-Client

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

BOLTON & MENK, INC.


By: _____

Its: _____
Title of Representative

Date: _____

EXHIBIT A

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 25-99849**

Bidder Information:	
Bidder Name	Bolton & Menk, Inc.
Mailing Address	4960 Miller Trunk Highway Suite 500, Duluth MN 55811
Contact Person	Derek Benoy, PE
Contact Person's Phone Number	218-520-2826
Contact Person's E-Mail Address	Derek.Benoy@bolton-menk.com
Federal ID Number	41-0832249
Authorized Signature	
Name & Title of Authorized Signer	Tim Olson, PE, CFM (Water Resources Group Leader)
Email of Authorized Signer	Timothy.Olson@bolton-menk.com

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # 1	INITIAL/DATE	TJO 12/1/2025
ADDENDUM # 2	INITIAL/DATE	TJO 12/4/2025
ADDENDUM # 3	INITIAL/DATE	TJO 12/11/2025
ADDENDUM #	INITIAL/DATE	
ADDENDUM #	INITIAL/DATE	

DECEMBER 17, 2025



PROPOSAL FOR 2026 BMP INSPECTION/MODERNIZATION

CITY OF DULUTH, MINNESOTA



**BOLTON
& MENK**

Real People. Real Solutions.

Principal Contact:

Tim Olson, PE, CFM

651-724-0404

Timothy.Olson@bolton-menk.com

Local Contact:

Derek Benoy, PE

218-520-2826

Derek.Benoy@bolton-menk.com

4960 Miller Trunk Highway

Suite 500 | Duluth, MN 55811

218-729-5939 | bolton-menk.com



**BOLTON
& MENK**

Real People. Real Solutions.

Dear Selection Committee:

The City of Duluth has expressed a desire to **diversify its pool of partners**, and Bolton & Menk, Inc. is ready to answer that call. Our firm brings a fresh perspective backed by decades of stormwater expertise across Minnesota communities. We understand just how important well-maintained BMPs are to protect water quality, reduce flooding, and extend infrastructure life—and we are eager to bring our experience to the 2026 BMP Inspection and Modernization project.

We are incredibly qualified for this work. Bolton & Menk has completed hundreds of BMP inspections, modeling, and retrofits for MS4 communities statewide, including comprehensive programs in Northfield, Forest Lake, Waconia, and Apple Valley. HydroCAD/SWMM modeling, bathymetric analysis, sediment testing, and innovative retrofit strategies are second nature to us. Simply put, this project aligns perfectly with what we do best.

We know Duluth—and we're local. Bolton & Menk is passionate about improving water quality for those who live and work in northeastern Minnesota. Our team has partnered with communities across the region, including Hermantown, Two Harbors, St. Louis County, and Carlton County, and we're ready to bring that experience to Duluth. With a dedicated office near Duluth International Airport, we're ready to support your community, too.

We'll be transparent: Duluth has been elusive for us. But we believe this is the moment to change that. Give us the opportunity, and we will deliver exceptional results—on time, on budget, and with the innovation and responsiveness the city deserves.

Please contact me at 651-724-0404 or Timothy.Olson@bolton-menk.com with any questions. Our team looks forward to partnering with yours to make this project a success.

Respectfully submitted,
Bolton & Menk, Inc.

Tim Olson, PE, CFM
Principal-in-Charge

4960 Miller Trunk Highway
Suite 500 | Duluth, MN 55811
218-729-5939 | Bolton-Menk.com

December 17, 2025

City of Duluth
Attn: Purchasing Division
City Hall, Room 120
411 W 1st Street
Duluth, MN 55802

RE: Proposal for 2026 Best
Management Practice (BMP)
Inspection and Modernization

PROJECT NARRATIVE, CAPACITY, AND EXPERIENCE

WE KNOW BMPS INSIDE AND OUT.

Bolton & Menk has led hundreds of BMP inspections and dozens of MS4 modernization programs across Minnesota. We understand Duluth's challenges, because we've solved them for communities just like yours. Aging BMPs aren't just a maintenance issue—they're a risk to water quality, regulatory compliance, and your bottom line. Our job is to eliminate that risk with precision and foresight.

This isn't new territory for us. It's what we do every day.

OUR PROVEN, ADVANCED APPROACH

We don't just check boxes. We combine field-tested expertise with cutting-edge technology to deliver results that last:

- **Certified Inspections:** Our inspectors know Duluth's SOP inside and out. We'll document every condition with high-resolution imagery and MPCA-compliant sediment sampling.
- **Smart Modeling:** HydroCAD modeling is second nature to us. We'll build accurate models for existing and proposed conditions and ensure that retrofit decisions are data-driven.
- **Innovation at Work:** AI-driven MS4iD asset tracking and remote sensing are tools we use every day to save time and money.
- **Clear Communication:** Monthly progress meetings, transparent reporting, and proactive recommendations keep you in control.

CAPACITY THAT DELIVERS

With more than 55 water resources professionals, Bolton & Menk is consistently ready to meet Duluth's aggressive schedule without compromise. Our Duluth location provides boots-on-the-ground responsiveness, backed by regional specialists who bring unmatched technical depth.



Experience that Speaks for Itself

Bolton & Menk is a company with a strong foundation serving municipal public clients, including MS4 communities across Minnesota. Our commitment has been unwavering throughout our more than 75-year history and has enabled us to build a significant municipal, county, and state public client practice.

Currently, more than one-third of all MS4 communities in Minnesota are Bolton & Menk clients, and more than 25 percent of our clients are MS4 communities.

These statistics are testament to our dedication to all aspects of MS4 community support and program management.

We have assisted many MS4 communities in assessing and cleaning stormwater ponds. Our process provides a high-resolution planning tool and an implementation strategy that informs a community's long-term maintenance budget goals. The reporting technique accommodates the Minnesota Pollution Control Agency's (MPCA) current MS4 planning-level requirements and establishes early protocols for the ultimate shift from planning to implementation. This tool identifies the critical rates of sediment accumulation—i.e., the annual quantity of sediment accumulated since the pond was constructed or last cleaned—to recognize additional watershed stressors that may be contributing to higher loading rates.

Bolton & Menk transforms BMPs into high-performing assets that protect water quality and lower long-term maintenance costs. Below is just a sampling of the BMP systems we've inspected and modernized for Minnesota communities. *We have attached longer-form summaries of our completed similar projects to the end of this proposal.*

MS4 Community	Bathymetric Assessments	Pond Infrastructure Inspections	Number of Ponds Assessed	Pond Maintenance CIP Development	Pond Cleaning Design and Construction and Observation	Number of Ponds Cleaned
Apple Valley	✓	✓	4		✓	2
Cottage Grove	✓	✓	66		✓	
Elko New Market	✓	✓	68	✓	✓	
Forest Lake	✓	✓	120	✓	✓	8
Jordan	✓	✓	11			
Lake City	✓	✓	3	✓	✓	3
Lester Prairie	✓	✓	3			
Monticello	✓	✓	1		✓	1
Northfield	✓	✓	48	✓	✓	6
Shorewood	✓	✓	13	✓		
St. Bonifacius	✓	✓	23	✓	✓	1
Waconia	✓	✓	14	✓	✓	7
Watertown	✓	✓	10	✓		
Winsted	✓	✓	1		✓	1

WORK PLAN

Our approach is built on a **multitude of successful BMP inspection and maintenance programs** across Minnesota. We combine proven methodology with advanced technology to deliver Duluth a program that is **accurate, efficient, and future-ready**.

TASK 1 – PROJECT MANAGEMENT

Project manager **Tim Olson** will serve as Duluth's single point of contact for clarity and responsiveness. Our team will start strong with a **kickoff meeting** to confirm expectations, communication protocols, and deliverables. From there, we'll hold monthly progress meetings with structured agendas and actionable minutes to keep the community in the loop.

Our team takes a preventative approach to risk. Wherever possible, we anticipate scheduling, budget, or technical issues before they surface.

Deliverables: *Kickoff summary, monthly reports, and a live project dashboard*

TASK 2 – RECORDS REVIEW

We will dig deep into city-provided record drawings, engineering calculations, and O&M recommendations to validate original design intent and identify performance gaps. Our goal is to flag inconsistencies early so all parties involved can avoid surprises in the field.

At the end of this task, we will develop a **BMP Data Matrix** summarizing dimensions, design assumptions, and historical maintenance.

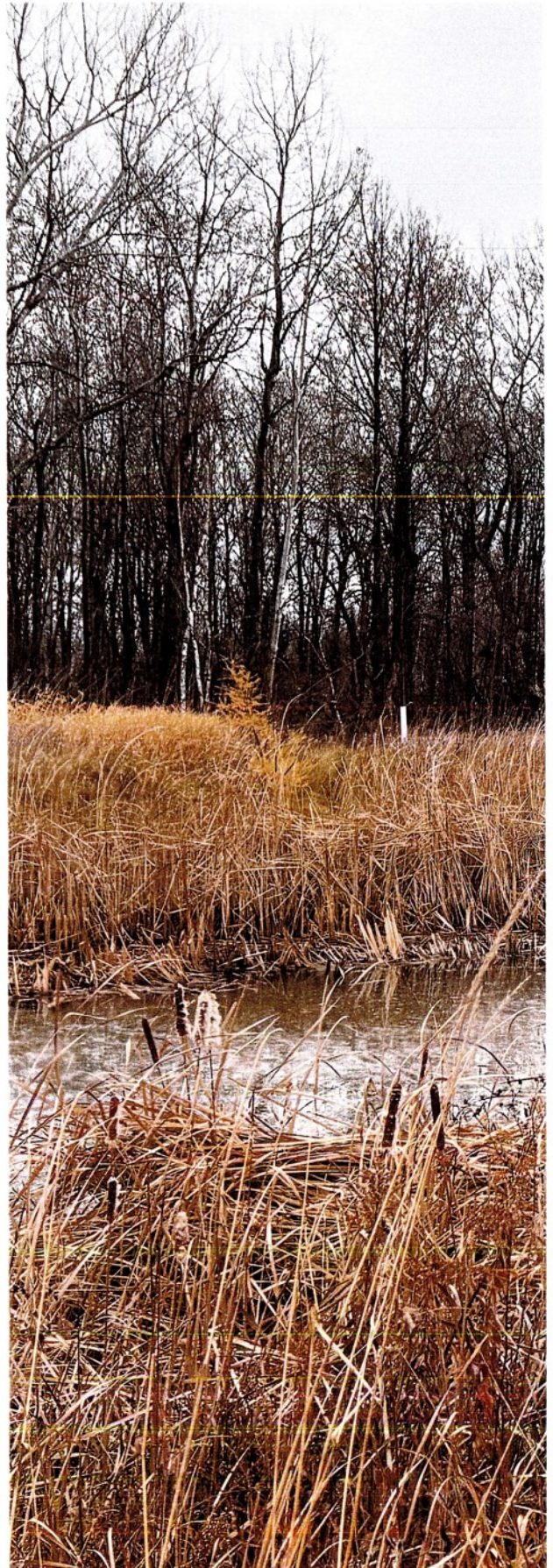
Deliverables: *Records review report and BMP Data Matrix*

TASK 3 – BMP INSPECTION

Our certified inspectors will evaluate all 11 BMPs using Duluth's SOP and forms, supported by advanced technology. The tools we use in the field will include:

- **High-Resolution Photo Documentation:** This will allow us to capture every inlet, outlet, emergency overflow, illicit discharge, vegetation condition, and embankment.
- **Sediment Assessment:** We will collect MPCA-compliant sampling for PAHs, metals, and BTEX compounds.
- **Topographic Survey:** Our survey grade GPS gives us an accurate view of critical BMP features, including berms, bottoms, inlets, outlets, and overflow elevations.

Deliverables: *Inspection forms, photo logs, sediment test results, and survey data*



TASK 4 – BMP MODELING

We will develop three HydroCAD models for each BMP:

- A designed model to validate original assumptions
- An existing model to reflect current conditions
- A proposed model to show retrofit improvements for water quality and maintenance access

To protect the resiliency of each BMP, we will use predictive modeling to simulate performance of each BMP under future storm events.

Deliverables: *HydroCAD models and summary sheets*

TASK 5 – RECOMMENDATIONS AND COST ESTIMATES

Collecting data is only half of the project. We will use the data, together with our predictive models, to build a roadmap for Duluth. Our recommendations may include

- A priority hierarchy for maintenance and retrofits based on performance and cost benefit, so the city knows which sites to focus on first
- Innovative solutions to preserve water quality, rate control, and maintenance access
- **Clear, defensible cost estimates** for each BMP

Deliverables: *Recommendations matrix and opinion of probable costs*

TASK 6 – REPORTING: CLARITY AND CONFIDENCE

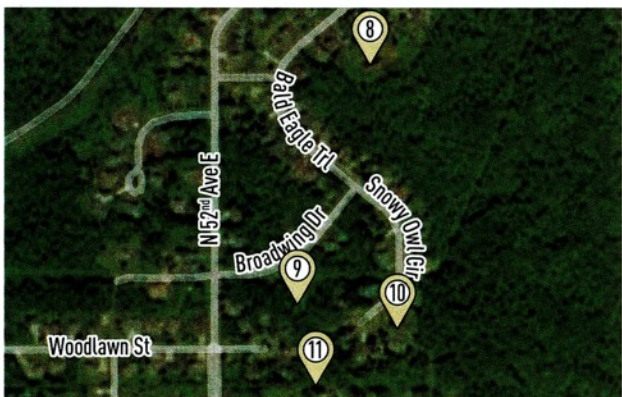
Our final report will be **clear, visual, and actionable**, containing inspection results, photos, modeling outputs, performance summaries, recommendations, and cost estimates. As the city's schedule and priorities evolve, we will give you multiple viable options to phase the improvements we recommend.

Deliverables: *Draft report for city review*

TIMELINE

Our timeline is aligned with Duluth's milestones:

- **Winter 2026:** Records review and designed modeling
- **Spring 2026 (post-snowmelt):** Inspections, surveys, and sediment sampling
- **Summer 2026:** Lab testing, modeling, recommendations, and preliminary report
- **September 15, 2026:** Final report delivered



BUDGET

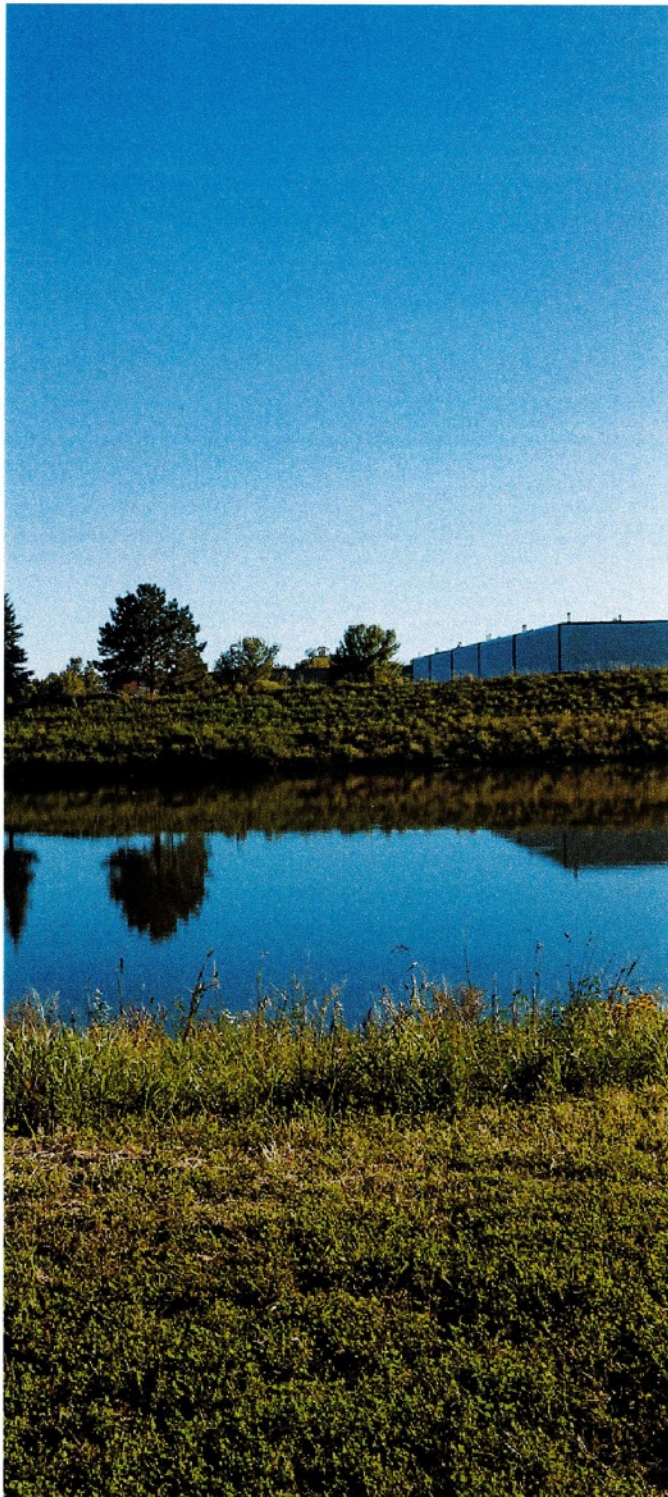
Bolton & Menk knows the importance of delivering a project on time and within budget. We have extensive internal quality controls to ensure efficiency of our staff and value to our clients. Bolton & Menk is experienced in dealing with the unexpected issues that may be encountered during a project. We will keep the city informed and continually monitor the schedule and budget. We are committed to delivering quality projects and affirm our ability to provide services within Duluth's requirements.

We invite you to review the table of hours per task below.

CLIENT: City of Duluth		BOLTON & MENK, INC.				
		Project Manager	Project Engineer	Design Engineer	Survey	Totals
TASK NO.	WORK TASK DESCRIPTION					
1.0	Project Management					
1.1	Monthly Progress Meeting	2	8			10
1.2	Draft Report Meeting	1	2			3
1.3	General Project Management	6				6
SUBTOTAL HOURS - TASK 1		9	10	0	0	19
2.0	Records Review					
2.1	Review Record Drawing, Calculations, Function/Intent		1	4		5
2.2	Summarize		1	2		3
SUBTOTAL HOURS - TASK 2		0	2	6	0	8
3.0	BMP Inspection					
3.1	BMP Inspection (Fill out Duluth Inspection Form)	1	1	11		13
3.2	BMP Survey (Top/Toes, Bottom, Outlets, EOF, and Inlets)		1		40	41
3.3	Survey Processing				5	5
3.4	Sediment Testing	Done by PSI Intertek (lump sum)				
SUBTOTAL HOURS - TASK 3		1	2	11	45	59
4.0	BMP Modeling					
4.1	Design Model (Revise Existing Model)		2	12		14
4.2	Design Model (Build New Model Using Design Drawing)		6	32		38
4.3	Existing Conditions Model (Revise Model to Reflect Current Conditions)		4	16		20
4.4	Proposed (Design / Model Retrofit)	1	10	40		51
SUBTOTAL HOURS - TASK 4		1	22	100	0	123
5.0	Recommendations and Cost Estimates					
5.1	Recommendations for Maintenance	1	2	11		14
5.1	Recommendations for Retrofit	1	2	12		15
5.3	Cost Estimate	1	2	12		15
SUBTOTAL HOURS - TASK 5		3	6	35	0	44
6.0	Final Report					
6.1	Summarize Inspection Results, Recommendations, Modeling Results, Cost Estimates, and Figures	2	9	40		51
SUBTOTAL HOURS - TASK 6		2	9	40	0	51

ATTACHMENT: PAST SIMILAR PROJECT SUMMARIES

Bolton & Menk has assembled an experienced team of professionals with a proven track record of delivering similar projects. We have highlighted several projects our team has delivered using a similar approach and/or with similar elements. We will draw upon this experience to benefit Duluth's 2026 BMP Inspection/Modernization Project. Additional project experience and references are available upon request.



MS4 PROGRAM MANAGEMENT AND POND TREATMENT EFFECTIVENESS ASSESSMENTS

City of Waconia, MN

Innovative MS4 Program Management

As city engineer for Waconia, Bolton & Menk has spent many years developing an MS4 program with public works staff that balances permit requirements with an optimization of tax payer dollars. As a result, MS4 documentation templates have been generated to streamline the program update process as well as build confidence with the MPCA during a program audit. Bolton & Menk works with city staff continuously to understand how drainage issues, roadway construction, BMP installation, regulation, etc. may impact the MS4 program. Through continuous communication and program updates, our efforts have translated into significant cost savings, which helps Waconia further invest in the parts of the MS4 program that matter most.

Streamlined Stormwater Pond Maintenance

City staff understand their stormwater ponding system and use Bolton & Menk to perform "on demand" bathymetric and maintenance inspections and develop feasibility studies related to future pond maintenance. Public works staff request assessments for a manageable number of ponds (5 to 10 at a time) and Bolton & Menk uses our bathymetric data collection and site inspection tools to determine the level of maintenance required. Furthermore, simple and accepted methods for calculating pond treatment effectiveness validate the pond's size and treatment capacity.

If the pond is determined to require maintenance (or expansion), Bolton & Menk completes a feasibility study, and ultimately construction documents, to ensure the city's CIP has adequate accounting for the project. Sediment quality is a significant cost factor, so sampling is also completed.

COMPREHENSIVE MS4 STORMWATER POND ASSESSMENT AND MAINTENANCE INFORMATION PLANNING

City of Northfield, MN

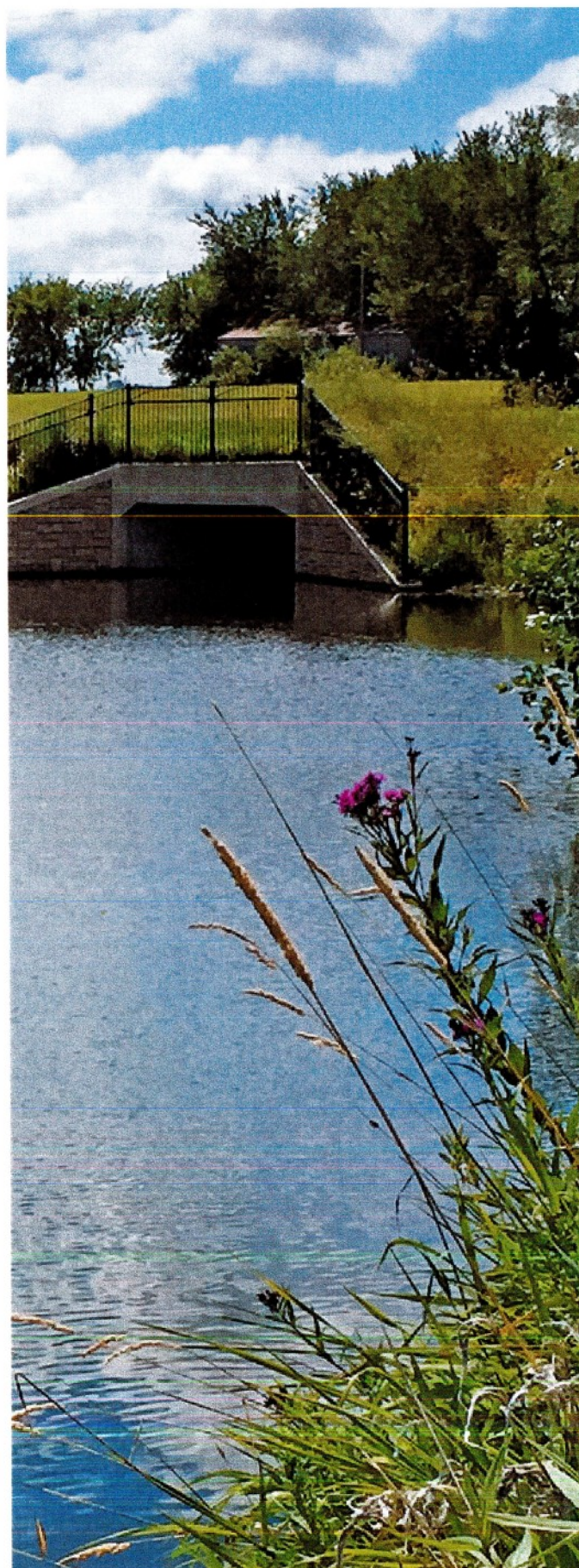
Pond Data Collection and Implementation Planning

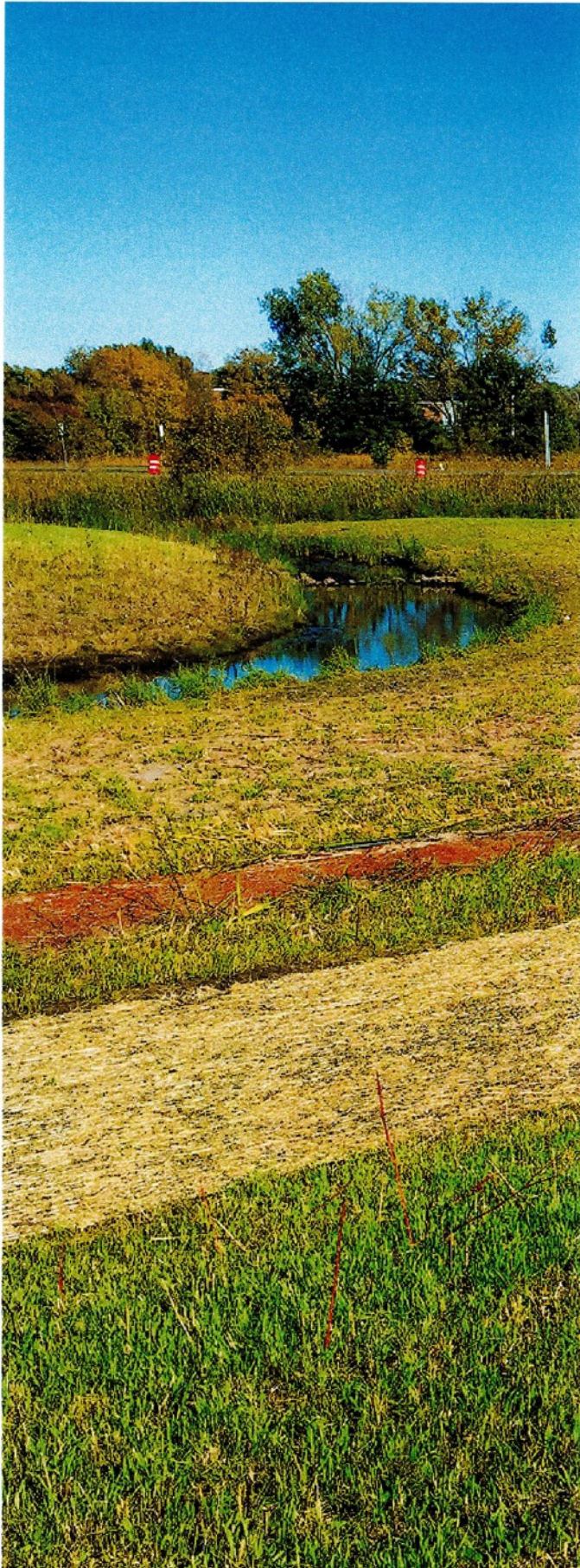
As part of the city's MS4 permit, a comprehensive stormwater pond inspection as well as a total suspended solids (TSS) and total phosphorus (TP) treatment effectiveness assessment was completed. At the time, Northfield owned and managed 56 wet sedimentation basins of various ages. Bolton & Menk developed a framework to conduct a stormwater pond bathymetric assessment; field-collected inspection reports; conducted pond cleaning prioritization, TSS, and TP treatment effectiveness; estimated pond cleaning costs; and developed an implementation plan. Upon determining the total sediment accumulation for each pond, the basins were ranked based on their total percent full. The study identified eight ponds that have reached or are approaching their capacities in terms of sediment accumulation. These eight ponds were isolated for further analysis. The eight ponds were further analyzed to understand their contributing watershed area to determine whether or not the ponds meet current design standards.

Sediment contamination levels were also collected by a geotechnical engineering consultant and costs to remove the sediment and restore it to its originally intended design capacity were calculated for future capital planning efforts.

Implementation

Since the completion of the data collection and treatment effectiveness study, several large pond cleaning projects have been completed. The City of Northfield hired Bolton & Menk to develop construction plans and specifications and administer construction. These ponds include Parmeadow Ponds 1 and 3, the Golf Course Pond, Prairie Hills #1, and Hidden Valley Park Pond.





COMPREHENSIVE MS4 STORMWATER POND ASSESSMENT AND MAINTENANCE INFORMATION PLANNING

City of Forest Lake, MN

Pond Data Collection and Implementation Planning

The City of Forest Lake has more than 100 stormwater ponds, many of which were constructed 30 or more years ago. Sediment has accumulated in the ponds, restricting their capacity to improve water quality. For city staff to prioritize pond sediment cleaning and understand capital costs, a city-wide assessment of the pond sediment accumulation was proposed. In 2018, Bolton & Menk performed a city-wide bathymetric assessment of 104 ponds. This assessment included measurement of the total accumulated sediment in each pond using a kayak and sonar equipment and visual inspections of the pond area and outlet control structures. The city and Bolton & Menk developed a pond cleaning priority schedule focused around capital improvement projects near the highest priority basins.

Implementation

Since the pond assessment study was completed, the city finished six stormwater pond cleaning projects. This has also included collaboration with Washington County on a project within Forest Lake that was adjacent to a high-priority pond. Bolton & Menk provided construction plans, specifications, and construction oversight on all projects. The City of Forest Lake has been working with Comfort Lake-Forest Lake Watershed District and the University of Minnesota for a number of years on an enhanced street sweeping plan.

Since 2018, approximately the same time as the pond bathymetric and treatment effectiveness project, the city has been sweeping their streets according to the enhanced plan. In a near future project, the city intends to recollect pond bathymetry to see if a decade of enhanced street sweeping can be correlated to a decrease in the rate of sedimentation in the stormwater ponds.

ATTACHMENT: KEY PERSONNEL RESUMES

The Bolton & Menk team serves as an extension of city staff, maintaining close coordination between the city and project team. The proposed team provides the optimum combination of accessibility, community knowledge, and specialized expertise. Our project manager, Derek Benoy, will be supported by key individuals and support staff. Bolton & Menk can draw upon more than 1,000 team members throughout our firm, as needed, to meet your needs.

The organizational chart below lists members of our proposed team for Duluth's 2026 BMP Inspection and Modernization project. One-page resumes detailing each team member's unique qualifications can be found on the following pages.



Derek Benoy, PE
Project Manager

Derek is local to Duluth and will serve as your primary point of contact. He has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each project phase. Derek will be responsible for overall team management and all schedule, cost, public outreach, and scope management processes.



Tim Olson, PE, CFM
Principal-in-Charge

Tim will work closely with Derek to manage budget and project resources. He has a proven track record of successfully delivering projects on time and looks to build on that with this project.



Joshua Barsness, PLS
Survey Manager

Joshua will coordinate all survey needs and provide direct oversight of all survey activities.



Allison Smith, EIT
Design Engineer

Allison is certified in stormwater inspection and maintenance practices. She will assist with the design development process and all BMP inspection tasks.



Brian Rucker, EIT
Stormwater Survey Expert

Brian will manage the project's survey computations and quality control. He will coordinate the needs of the project team from a survey perspective.



DEREK BENOY, PE

WATER RESOURCES PROJECT ENGINEER



EDUCATION

Bachelor of Science - Civil Engineering
Michigan Technological University

Master of Science - Environmental Engineering
Michigan Technological University

REGISTRATION

- Professional Engineer, MN

CERTIFICATIONS

- Bolton & Menk Authorized Trainer
- Low Salt Design Strategies - LSID TM

SUMMARY

Derek is a water resources project engineer, starting his career at Bolton & Menk in 2016. Derek has immense experience in stormwater management and is passionate about protecting the valuable water resources in northern Minnesota. He has a diverse project background that includes drainage and water quality design for numerous county and municipal street and utility reconstruction projects, private site development, development of stormwater management plans, and environmental and hydraulic permitting through local, state, and federal agencies.

EXPERIENCE

Forest Lake Pond Improvements, City of Forest Lake, Minnesota

Derek collected bathymetric and MS4 pond inspection data for 104 ponds in Forest Lake.

Stormwater Pond Assessment, City of Northfield, Minnesota

Derek was responsible for bathymetric information and field inspections, including the Parmeadow Ponds, for the city.

Stormwater Management Plan, City of Two Harbors, Minnesota

The City of Two Harbors and Lake County SWCD partnered to develop a stormwater management plan to identify water quality improvement projects along Skunk Creek discharging into Agate Bay. Bolton & Menk led the development of a plan that identified critical projects, developed cost estimates, and determined water quality benefits. The city and Lake County SWCD now have a plan that can be leveraged to secure additional funding.



TIM OLSON, PE, CFM

WATER RESOURCES GROUP LEADER | PRINCIPAL



EDUCATION

Bachelor of Science - Civil Engineering
South Dakota School of Mines and Technology

Master of Science - Civil Engineering
South Dakota School of Mines and Technology

REGISTRATION

- Professional Engineer, ND
- Professional Engineer, IA
- Professional Engineer, MN
- Professional Engineer, WI

CERTIFICATIONS

Association of State Floodplain Managers
• Certified Floodplain Manager - CFM

Bolton & Menk Authorized Trainer
• Low Salt Design Strategies - LSiD TM

SUMMARY

Tim is a water resources group leader who joined Bolton & Menk in 2006. His experience includes project management in both design and construction of complex water resources and environmentally sensitive projects. He specializes in comprehensive surface water management planning, innovative best management practice design, hydrologic and hydraulic modeling, drainage design and construction plan review, and NPDES Phase I & II MS4 and construction stormwater permitting requirements. He couples GIS techniques with water resources design and analysis. Tim has a passion for stormwater and water quality education and participates in several stormwater-related steering committees and stakeholder groups. He enjoys facilitating partnerships, developing new relationships, and collaborating with stakeholders to define a common vision and work toward shared goals.

EXPERIENCE

Stormwater Pond Assessment, City of Northfield, Minnesota

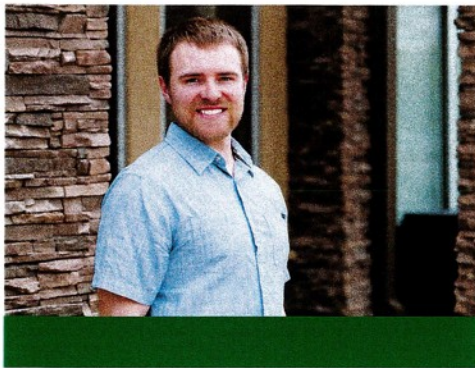
As part of the city's MS4 permit, a comprehensive stormwater pond inspection, as well as assessments of total suspended solids and total phosphorus treatment effectiveness, were completed. Tim managed the data collection and analysis process to help the city prioritize pond cleaning projects. The city began implementing the plan by cleaning the three highest priority ponds in winter of 2020 and 2021.

Stormwater Improvements, City of Monticello, Minnesota

Tim led the water resources team to develop hydraulic modeling for pond improvements and direct bathymetric assessments.

Forest Lake Pond Improvements, City of Forest Lake, Minnesota

The City of Forest Lake is an MS4 community that is responsible for inspecting its stormwater ponds and understanding the capacity lost due to sedimentation. Tim directed field staff in bathymetric and MS4 data collection for 104 ponds in town and developed plans, specifications, and cost estimates for the first two high-priority pond cleaning projects. The city has conducted pond cleaning projects each year in conjunction with the prioritization plan Tim helped develop.



JOSHUA BARSNESS, PLS

SURVEY MANAGER



**BOLTON
& MENK**
Real People. Real Solutions.

EDUCATION

Associate of Applied Science - Land Surveying
North Dakota State College of Science

Bachelor of Science - Land Surveying and
Mapping Science
Saint Cloud State University

REGISTRATION

- Professional Land Surveyor, MN
- Professional Land Surveyor, ND

CERTIFICATIONS

BNSF Contractor

- BNSF Contractor

eRailSafe Railways

- eRailSafe System Badge

SUMMARY

A survey manager at Bolton & Menk, Josh began his surveying career in 2018. He is responsible for survey field work, including topographic, boundary, ALTA, platting, and construction staking. His passion for the field stems from the variety that it offers and his love of being kept on his toes—every project is unique!

EXPERIENCE

Construction Management for CIPP, City of Duluth, Minnesota

Joshua led the Bolton & Menk survey crew for the inspection and construction management of Duluth's annual sewer rehabilitation project. The rehabilitation included several challenging open cut replacements of aging sanitary sewers ranging from tight downtown alleyways near St. Luke's hospital to park roads perched over Chester Creek. Bolton & Menk's wide range of utility experience and expertise in cured-in-place piping (CIPP) was leveraged to ensure that the hand off from Duluth staff went smoothly and extended the city's reach to get more done with available resources.

Wastewater Treatment Facility, City of Two Harbors, Minnesota

Joshua was a member of the survey crew for this project. Faced with stringent effluent limits, aging infrastructure, and an emerging, significant industrial user, the City of Two Harbors needed significant improvements to their wastewater treatment facility. After working with city staff during facility plan development, Bolton & Menk recommended improvements that included an extended aeration activated sludge system, final clarifiers, backwash supply tank for the mercury filters, operations building, and aerated biosolids storage tank. These improvements will meet all facility goals: simplify biosolids treatment, reduce manual labor, provide reliable treatment, and eliminate bypass events of the mercury filters. The city will be able to eliminate the oldest parts of the facility and update it with current technology.

Water System Improvements, City of Silver Bay, Minnesota

The City of Silver Bay needed a new booster station to normalize pressure in the distribution system and convey water from the treatment plant to the elevated storage tank on the other side of the city. After Joshua collected survey data, we led the design and frequently communicated with the city about existing conditions, local requirements, and project schedule.



ALLISON SMITH, EIT

WATER RESOURCES DESIGN ENGINEER



EDUCATION

Bachelor of Science - Agricultural and Biosystems
Engineering
Michigan State University

CERTIFICATIONS

Minnesota Board of AELSLAGID

- Engineer-in-Training - EIT

Rescue Resources

- Confined Space Entry

University of Minnesota

- Inspection and Maintenance of Permanent
Stormwater Treatment Practices

SUMMARY

Allison is a water resources design engineer who began her career in 2023. Her responsibilities include development and creation of design plans for various water projects. Her expertise lies in biosystem engineering, hydrology, hydraulics, and wetland restoration. Water resource engineering gives Allison the opportunity to provide safe and sustainable water solutions for communities.

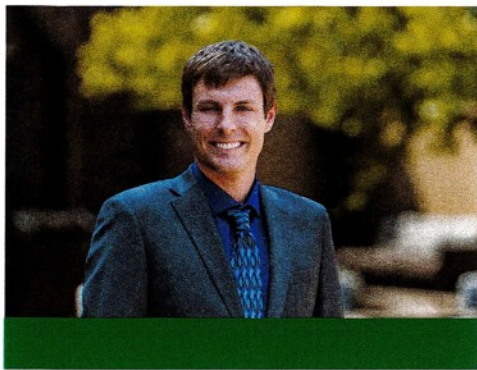
EXPERIENCE

Stormwater Management and Resiliency Planning, City of International Falls, Minnesota

Stormwater drainage, major intersection flooding, localized neighborhood flooding, and Rainy River flood response in the City of International Falls had been subjected to undersized storm sewer infrastructure and a general lack of understanding of the major flood influences. Allison worked with Tim Olson to design proposed improvements and helped the city secure a Small Communities Planning Grant for stormwater, wastewater, and community resilience through the MPCA. The grant, totaling \$75,000, helped the city complete a more comprehensive system assessment and launch a long-term plan to fund and construction conveyance system improvements, flood control facilities, and water quality improvements.

Stormwater Resiliency, City of Fergus Falls, Minnesota

The City of Fergus Falls needed to address inadequately sized municipal storm drain facilities. With Allison as a design engineer, Bolton & Menk completed a stormwater resiliency project that assessed possible solutions to ongoing and increasing drainage concerns resulting from inadequate drainage infrastructure.



BRIAN RUCKER, EIT

WATER RESOURCES DESIGN ENGINEER



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil Engineering
North Dakota State University

CERTIFICATIONS

Minnesota Board of AELSLAGID

- Engineer-in-Training - EIT

Rescue Resources

- Confined Space Entry

SUMMARY

A water resources design engineer on Bolton & Menk's water resources team, Brian began his career in 2016. He is an expert in design, plan development, Civil 3D, and survey work. Brian is passionate about protecting Minnesota's waterways. "The more we treat and clean stormwater runoff the better and healthier our lake and rivers will be. I'm passionate about being a part of a team that works toward that goal."

EXPERIENCE

Downtown Stormwater BMP Planning, City of Forest Lake, Minnesota

Forest Lake's downtown corridor has been identified as a high priority redevelopment area. Brian assisted in developing a stormwater management plan for the downtown area to determine locations for regional stormwater controls to meet watershed district requirements. The plan will help determine a stormwater impact fund for developers to simplify their permitting process.

SW 4th Street Storm Sewer Outfall, City of Brainerd, Minnesota

The City of Brainerd had a stormwater outfall to the Mississippi River that began to erode during the summer of 2023. After several rain events, a large amount of sediment washed into the Mississippi River, threatening the structural stability of the road and utilities under the road. Bolton & Menk assembled a restoration plan to stabilize the riverbank and reconstruct the storm water outfall. On a very quick timeline, Bolton & Menk completed all necessary permitting and completed a final design that was constructable and cost-effective.

EXHIBIT B

CLIENT: City of Duluth		Bolton & Menk, Inc					
PROJECT: 2026 BMP Inspection and Modernization							
TASK NO.	WORK TASK DESCRIPTION	Project Manager	Project Engineer	Design Engineer	Survey	Total Hours	Total Cost
1.0	Project Management	9	10	0	0	19	\$3,965
2.0	Records Review	0	2	6	0	8	\$1,252
3.0	BMP Inspection/Survey/Survey Processing (See below for sediment testing cost)	1	2	11	45	59	\$10,772
4.0	BMP Modeling	1	22	100	0	123	\$19,006
5.0	Recommendations and Cost Estimates	3	6	35	0	44	\$6,960
6.0	Final Report	2	9	40	0	51	\$8,015
PSI ESTIMATED COST (SEDIMENT TESTING, LUMP SUM)							\$16,529
TOTAL HOURS		16	51	192	45	304	
AVERAGE HOURLY RATE		\$235.00	\$185.00	\$147.00	\$190.00		
SUBTOTAL		\$3,760	\$9,440	\$28,220	\$8,550		\$49,970
TOTAL FEE							\$66,499