



STAFF REPORT

DATE: November 14, 2023
DISCUSSION

AGENDA ITEM: Interviews for Engineering Services

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

At the September 19th meeting, the City Council authorized the issuance of a Request for Proposals (RFP) for General Engineering services. Staff held a Q&A with firms on October 4th. On October 18th, 6 firms submitted proposals. Myself, the Public Works Director and City Planner scored them based up on the criteria noted in the RFP –

- (1) Review of proposal and costs for hypothetical project.
- (2) Demonstrated experience and qualifications of assigned personnel with municipal engineering generally, and specifically the City of Lake Elmo or similarly sized and staffed municipality.
- (3) Staff capability to timely execute projects
- (4) Performance on similar projects as noted in the proposal requirements section
- (5) The firm's policies and practices regarding ethics
- (6) Providing adequate liability coverage and other mechanisms to control risk.

Bolton and Menk and Focus were selected to proceed to the interview step with the city council.

ISSUE BEFORE COUNCIL:

What questions does the council have for the firms following their presentation? What direction does council wish to give to staff on next steps?

PROPOSAL:

Included in your packet is a copy of the questions. The questions were provided to the firms ahead of time and allow for the council to score them on the same scale for each one.

Also included in your packet is a copy of the proposals and the fee schedule in response to the RFP from each of the two firms interviewing.

FISCAL IMPACT:

Included in your packet is a fee schedule from each firm and each firm completed a hypothetical project cost estimate. Additionally, Focus is offering a general engineering monthly retainer of \$3,100 (2024)-\$3,500(2028) and Bolton and Menk is offering a general engineering monthly retainer of \$2,200 for all five years beginning April 2024. Bolton and Menk's hourly rates are higher than those of Focus so assuming the city continues to pursue projects, council can expect costs for engineering projects to increase more overall under Bolton and Menk.

RECOMMENDATION:

Provide direction to staff on negotiating a new five year contract.

ATTACHMENTS:

- Interview Questions
- Focus Proposal
- Bolton and Menk Proposal

**GENERAL ENGINEERING SERVICES HIRING PROCESS
ORAL INTERVIEW QUESTIONS AND TABULATION SHEET
COUNCIL MEETING
NOV 2023**

FIRM NAME _____

<u>QUESTION</u>	<u>POINTS AWARDED</u>
1. Briefly describe 2-3 past general engineering service experiences with Lake Elmo or a similar sized community. What would you have done differently if you had a do over? (0-15 points)	_____
2. What is your firm's familiarity with Lake Elmo. How do you plan to stay organized in our fast paced environment with a heavy workload? (0-10 points)	_____
3. Your firm, if selected, would serve as Lake Elmo's City Engineer, describe the relationship that would occur with City staff, City Council and other advisory boards. (0-10 points)	_____
4. What is your firm's philosophy in dealing with the general public, developers, agents, etc How do you ensure new developments are completed on time and to city standards? (0-15 points)	_____
5. Provide an example of how you helped a community secure grant funding needed to complete a project. (0-10 points)	_____

FOCUS

ENGINEERING INC

PO Box 22166, Eagan, MN 55122
FocusEngineeringInc.com

CITY OF LAKE ELMO
PROPOSAL FOR GENERAL
ENGINEERING SERVICES
OCTOBER 18, 2023

October 18, 2023

Ms. Kristina Handt, City Administrator
City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042



RE: RFP for General Engineering Services

Dear Ms. Handt:

We are pleased to submit our Proposal for General Engineering Services to the City of Lake Elmo and respectfully request your consideration to be reappointed as your City Engineer in 2024. The enclosed proposal highlights our ongoing commitment and service to the City of Lake Elmo.

- **Experience and commitment matters.** All members of the FOCUS team have demonstrated commitment, longevity, and loyalty to the City of Lake Elmo. The appointed City Engineer and Assistant City Engineer from FOCUS will be assigned to Lake Elmo on a full-time basis and will personally oversee and manage all engineering services.
- **Institutional knowledge.** Since 2011, Jack and Chad have worked in excess of a combined 40,000 hours meeting the daily demands of a fast-growing city. We alone have a full understanding of the existing and planned water system that is imperative for navigating the water challenge facing Lake Elmo.
- The FOCUS team includes a robust engineering consultant pool, giving the city access to the best engineering team for any given service or project. Our service model creates the **freedom and flexibility** to find the best suited engineering support team to meet the needs of the day. Since 2011, the city has issued over 100 task orders to the 15+ firms in the city's professional services pool. All of these firms and relationships can be accessed for any need at any time as requested by staff or the City Council.

We ask that you review our materials and encourage you to contact us with any questions. We look forward to the opportunity to highlight our years of success serving the community at an interview. Should you require additional information, please do not hesitate to contact me directly at (651) 300-4264.

Sincerely,

A handwritten signature in black ink that reads "Jack Griffin". The signature is fluid and cursive.

John (Jack) W. Griffin, P.E.
Principal, Sr. Municipal Engineer

A handwritten signature in blue ink that reads "Cara L. Geheren". The signature is fluid and cursive.

Cara L. Geheren, P.E.
President, Sr. Municipal Engineer

WHY FOCUS? In 2011, the City of Lake Elmo was faced with losing the full-service engineering firm (one-stop shop) that had served the city for almost 40 years due to a conflict of interest. The founders of FOCUS elected to leave the one-stop shop to form FOCUS Engineering to provide a better way forward for providing engineering services for Lake Elmo. FOCUS created a new engineering services model to emulate the Metro areas largest communities (Woodbury, Eagan, Cottage Grove, etc.). FOCUS provides seasoned City Engineers who are dedicated to serve the city on full-time basis without splitting time with other communities. The FOCUS team oversees and manages all engineering services, and builds an engineering consultant pool on behalf of the city to bring in the best suited engineering team for any given service or project.

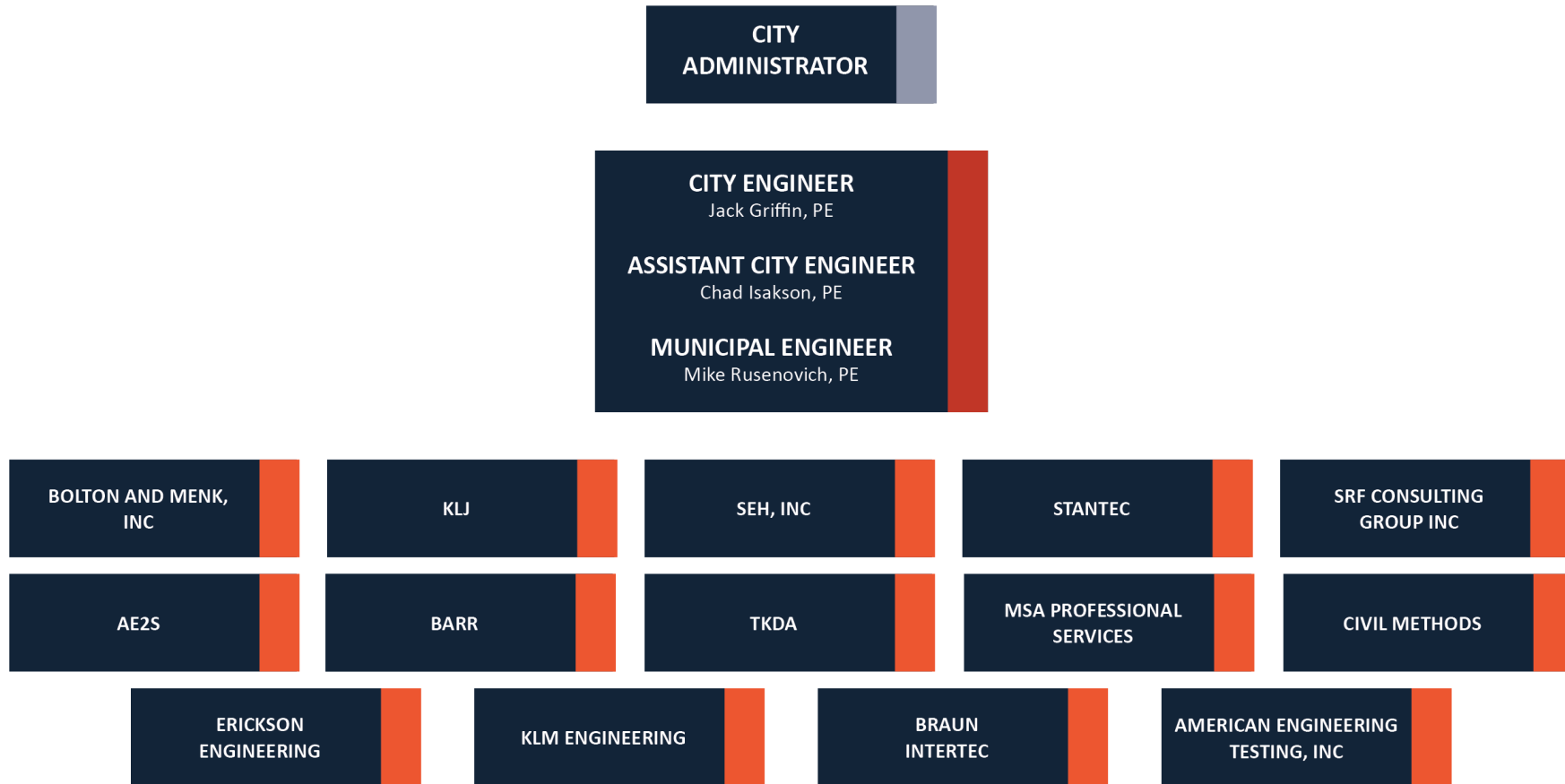
Since creating our business to serve Lake Elmo, Jack and Chad have provided over 40,000 combined hours of service to meet the daily demands of a fast-growing city, executing on a robust annual infrastructure capital improvement plan that twice exceeded over \$25 million per year. Over the past decade we have delivered nearly every project on time and on budget, and in several instances outperformed the pace of development. We have been supported in these efforts by a robust consulting pool that have dedicated multiple project managers and project teams to the city at any given time. Each firm in the consulting pool has entered into a general engineering service agreement directly with the city and are available to provide services on request. These firms have been

issued over 100 task orders over the past 12 years to assist in meeting the demands of the city.

Through all this time, FOCUS has served the city with loyalty, integrity and a never-ending commitment to advocate and work to ensure that the drinking water, wastewater, stormwater and transportation infrastructure is planned, designed and constructed to meet the needs of the community today and for decades into the future. Over the years, FOCUS has developed the long-range infrastructure plans needed to support the city through its projected build-out population.

As we look to the future, it is critical that the city's engineering leadership has a laser FOCUS on the water issues facing the city. Since 2007, Jack has led the city through the evolving challenges of providing safe reliable drinking water. He was personally involved in the water system planning efforts proceeding the discovery of PFAS, and has been intimately involved in seeking to resolve the water system issues ever since. As the City Engineer over these years, he has successfully demonstrated the PFAS related damages to the water system, and has been instrumental in preparing the grant applications in support of obtaining over \$32 million in grant funding toward water system projects. With FOCUS Engineering, the city will maintain this institutional knowledge of the city's water system together with access to the consultant pool for leading water system expertise that will be managed by the FOCUS senior professional team.

ENGINEERING TEAM In addition to Jack and Chad, the engineering team serving the city includes additional FOCUS staff and the staff of the firms in the city's professional services pool.



PROJECT MANAGEMENT AND APPROACH TO SERVICES Regardless of the workload FOCUS has successfully managed the engineering services for the city, routinely meeting aggressive project schedules, and maintaining the high standard of care in our approach to delivering these services. Strong project management is the cornerstone for the successful delivery of municipal infrastructure projects. The difference between getting a project completed and proactively managing the project results/outcomes are significant. Implementing a strong project

management culture to Create Client Value and provide Service Excellence are core values of FOCUS Engineering. Our approach has resulted in years of heavy capital improvement projects all being delivered on time and within budget.

Strong project management begins with a Project Management Plan (PMP) that identifies the scope of work to be covered, the project team, the budget including engineering fee, schedule, and critical success factors to achieve the desired outcome. FOCUS requires the preparation of a PMP for all major projects. A detailed scope of services is prepared by FOCUS and used in the “Request for Proposals” when retaining a consultant for engineering support. A well-defined scope of services leads to an efficient use of staff time and reduced engineering fees.

Once the project starts the PMP remains essential to continuously track and monitor its progress through completion. Project progress is monitored in several ways:

- Milestone project schedules are maintained for every project to keep all of the city’s projects on schedule and to maintain focus on key dates, such as bid dates and specific council approval requirements. Jack coordinates all the project schedules to ensure that public hearings and council approvals are staggered to assist with council meeting management and city staff workload.
- FOCUS has developed and requires all outside consultants to submit weekly Job-to-Date reports to communicate progress and enable course correction in a timely manner. By requiring these reports, the delivery of engineering services is greatly improved including communications, efficiency and the ability for FOCUS to address changes in scope.
- Project summary budget forms are maintained for all active projects and are updated monthly. The summary form maintains a detailed tracking of all project costs including construction, engineering, administration, easement acquisition, and contingency costs. Through routine monitoring this form also enables early course correction if needed.
- Progress meetings are utilized to review the work completed at defined milestones, such of 30%, 60% and 90% plans. Design issues are addressed in a timely and efficient manner.

We strive to provide all of our services including development related services in accordance with City Council goals and expectations.

Currently, our Lake Elmo teams’ only priority is Lake Elmo with Jack, Chad and Mike working full-time exclusively for the city. They are assisted by other FOCUS staff including additional professional engineers, graduate engineers, seasonal construction support staff and the professional services pool. Priorities are determined based on project schedules, development timelines and directives from the Council and Administrator.

BASIS OF COMPENSATION We propose to continue to provide services through a combination of a retainer for day-to-day engineering and on an hourly rate basis for other work. Our Standard Hourly Rates include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. As requested, our proposed Retainer and Hourly Rate Schedule is provided under separate cover together with our projected increases through 2028.

FOCUS Engineering provides reporting to build accountability and transparency. We submit monthly Invoice Summary Reports together with the monthly invoices. This Report highlights the summary of all engineering fees charged against each project budget for the month, YTD and Job to Date. This report helps the city to more clearly understand the engineering fees and allows for proper fee allocation to the appropriate funds including development projects.

Detailed invoices are provided on a monthly basis outlining the time charged for the various tasks completed in the month. The invoices will include the dates, staff, time, description and fees for each of the services provided. A detailed project numbering system is used to allocate all services to the appropriate development project, city project or city fund account.

FOCUS Engineering specifically submits separate invoices for each development project for use by the city finance department for processing development project reimbursements.

HYPOTHETICAL PROJECT PROPOSAL The RFP includes a request to provide a proposal for a hypothetical street improvement project and requests the estimated number of hours and rates that would be proposed by each firm for three separate phases of the Project.

The FOCUS service model is designed to provide the city with the equivalent of in-house city engineering staff with access to a robust consulting engineering pool for specific projects. Therefore, FOCUS does not prepare plans and specifications, prepare record drawings, or provide design surveys and construction staking services. For this exercise, we have prepared a fee estimate for the feasibility report that would normally be completed by the FOCUS team (see attached). The feasibility report is then made available to one or more consulting firms in the pool to prepare a detailed fee estimate for design and construction phase services. This process promotes an efficient and cost-effective work plan and scoping process for each project design and requires the consulting firm to sharpen their pencil each and every time.

At times, certain construction phases services can be completed by the FOCUS team. Once a consulting firm is selected for the project design, the personnel and billing rates are obtained from the design firm for construction phase services and compared to the available FOCUS staff. The construction services are then provided by the firm that has the most cost-effective team available.

We would also like to note that in Lake Elmo every neighborhood within the community has its own set of unique existing conditions relating to city standards that must be tackled on a project-by-project basis. This results in conditions that vary from the hypothetical project described in the RFP. If the proposed hypothetical project is assumed to have no unique aspect, the total engineering fees should be in the range of \$125,000, or 14-15% of the estimated construction costs.

CITY OF LAKE ELMO

FEE ESTIMATE

STANDARD STREET PROJECT - NO UNIQUE ISSUES

Task No.	Task Description	Sr. Municipal Engineer III (Jack Griffin)		Municipal Engineer III (Chad Isakson)		Project Engineer (Mike Rusenovich)		Totals	
			Hourly Rate		Hourly Rate		Hourly Rate		
		Hrs	\$140.00	Hrs	\$110.00	Hrs	\$90.00	Hrs	FEES
1	Kickoff Meeting	1.0	\$140.00	1.0	\$110.00	1.0	\$90.00	3.0	\$340.00
2	Gather Data and Mapping		\$0.00	0.5	\$55.00	2.0	\$180.00	2.5	\$235.00
3	Site Condition Review		\$0.00	2.0	\$220.00	2.0	\$180.00	4.0	\$400.00
4	Determine Design Criteria	2.0	\$280.00	2.0	\$220.00			4.0	\$500.00
5	Watermain Repairs			2.0	\$220.00			2.0	\$220.00
6	Preliminary Street recommendations	2.0	\$280.00	2.0	\$220.00			4.0	\$500.00
7	Review of Easement / ROW Needs			1.0	\$110.00	2.0	\$180.00	3.0	\$290.00
8	Takeoff & Estimate of Cost	2.0	\$280.00	6.0	\$660.00	8.0	\$720.00	16.0	\$1,660.00
9	Preliminary Assessment Estimate	0.5	\$70.00	2.0	\$220.00			2.5	\$290.00
10	Plan Drawings & Exhibits	0.5	\$70.00	4.0	\$440.00	12.0	\$1,080.00	16.5	\$1,590.00
11	Prepare Report & Special Issues	1.0	\$140.00	8.0	\$880.00			9.0	\$1,020.00
12	QC take off and report	2.0	\$280.00					2.0	\$280.00
13	Resident Informational Meetings	2.5	\$350.00	4.0	\$440.00			6.5	\$790.00
14	Report to City Council	1.5	\$210.00					1.5	\$210.00
15	Public Improvement Hearing	1.5	\$210.00					1.5	\$210.00
TOTALS:		16.5	\$2,310.00	34.5	\$3,795.00	27.0	\$2,430.00	78.0	\$8,500.00

REFERENCES FOCUS Engineering, Inc. currently serves as City or Town Engineer for the cities of Victoria, Lake Elmo, Hastings, Dellwood, Denmark Township, West Lakeland Township and Medicine Lake. Jack and Cara have been serving as City Engineer for Victoria since 2001; Jack from 2001-2005 and Cara from 2005-present. Jack has been serving as City Engineer for Lake Elmo since 2007. Ryan has been serving as City Engineer for Hastings since 2016, and Cara and Ryan have been serving as City or Town Engineer for Dellwood, Denmark Township and West Lakeland Township since 2001.

The City of Lake Elmo has been one of our primary clients since FOCUS started in 2011. With over 15 years' experience focusing primarily in the City of Lake Elmo, Lake Elmo staff and Council are our best reference for Lake Elmo. If additional references or perspective on our service delivery model are desired, we would recommend contacting Dana Hardie, City Manager for the City of Victoria at 952.443.4211.

ETHICS AND CONFLICTS OF INTEREST A core principle behind the formation of FOCUS Engineering is to act as a strong advocate for our clients. The city's best interests always come first. Our actions, as City Engineer, must therefore be no different than a staff engineer employed directly by the city. FOCUS Engineering refrains from handling engineering matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City of Lake Elmo. With a focus on public sector clients only, we do not anticipate any conflicts of interest with private client work. However, we do provide services to West Lakeland Township which shares a border with Lake Elmo.

APPLICANT AUTHORITY As Officer of the Board for FOCUS Engineering, Inc., and by Resolution of the Board of Directors, Mr. Griffin has the authority to make the representations contained herein and to bind the firm to a contract.

INSURANCE FOCUS Engineering, Inc. is fully insured to carry out its business activities as an engineering consulting firm, including General Commercial and Professional Liability Insurance. A copy of our certificate of insurance is provided for reference.

PROPOSED CONTRACT FOCUS Engineering is currently under contract for Engineering Services with the City of Lake Elmo per the Continuing Services Agreement dated January 2, 2018 and the First Amendment to the Professional Services Agreement approved by the City Council on September 6, 2022. Our proposed contract for 2024-2028 is enclosed for reference. Article 1 of the contract outlines the scope of services to be provided under this contract.

APPENDICES



AGREEMENT
BETWEEN CITY OF LAKE ELMO AND ENGINEER
FOR
PROFESSIONAL SERVICES

This AGREEMENT is made effective as of the _____ day of _____, 2023 ("Effective Date") by and between the CITY OF LAKE ELMO, MINNESOTA, a Minnesota Municipal corporation (hereinafter referred to as the "City"), and FOCUS ENGINEERING, Incorporated, a corporation (hereinafter referred to as "Engineer").

The City intends to engage Engineer to provide Professional Engineering Services and General Consulting Services, and to act as the appointed City Engineer for the City. This AGREEMENT sets forth the general terms and conditions which shall govern the relationship and performance of the City and Engineer.

In consideration of the foregoing recitals and following terms and conditions contained herein, the City and Engineer agree as follows:

ARTICLE 1: SERVICES OF THE ENGINEER

- 1.1 Scope of Services: The City agrees to and hereby does retain and appoint Engineer as the designated "City Engineer", and Engineer agrees to perform professional engineering services ("Professional Engineering Services") in connection with the responsibilities of the City Engineer, as directed by the City Council and under the direction of the City Administrator.
- A. Provide assistance on day-to-day matters, acting as the City Engineer, and as requested by the City.
 - B. Attend meetings of the City Council or other Committees or Commissions to address Engineering matters. Participate in internal and external meetings involving engineering questions and issues.

- C. Act as City liaison and representative with other communities and county, state and federal agencies in areas of responsibility.
- D. Respond to and address constituent requests and issues as received or directed by staff. Schedule and attend on-site meetings to review issues as needed.
- E. Meet with developers and members of the public on proposed development projects in order to relate the processes and procedures involved with engineering and infrastructure development. Review development proposals for conformance with City standards.
- F. Engineering services will, in general, include studies and reports, design, preparation of working drawings and specifications; construction administration and construction observations; utility mapping, and maintaining engineering records and correspondence; preparing cost estimates, capital improvement planning, and department budgeting; maintaining the Municipal State Aid System; maintaining the MS4 NPDES Permit; providing engineering support to other City departments; guiding and overseeing the design and construction of public infrastructure systems through private development projects; preparing Requests for Proposals, and assist with selecting outside Professional Services Consultants for certain projects, and managing the Professional Services contracts; and other related tasks of a type normally associated with infrastructure and facility planning, design, construction, operation and/or maintenance.
- G. Under this AGREEMENT the Engineer will provide General Consulting Services in accordance with the scope of services, engineer's compensation, payment terms, and other provisions as provided herein. When requested by the City, services for each additional engagement or Specific Project that is not addressed by this AGREEMENT will be detailed and documented in a duly executed "TASK ORDER".

1.2 Procedure for "TASK ORDERS"

- A. Engineer shall provide the City with a "TASK ORDER" for specific services or projects when requested by the City. Each TASK ORDER will indicate the specific task, scope of services, time for performance, deliverables to be provided, and the basis of compensation.
- B. Individual "TASK ORDERS", if requested, shall be mutually approved by the City and Engineer. Each duly executed TASK ORDER shall be incorporated and made a part of this AGREEMENT and the General Considerations thereof.

ARTICLE 2: PERIOD OF SERVICE

- 2.1 Term: Engineer is hereby retained on a continuing basis through December 31, 2028, subject, however, to termination by either party in accordance with ARTICLE 5.9.
- 2.2 Engineer shall complete its obligations for specific projects and services as set forth in any "TASK ORDER".

ARTICLE 3: COMPENSATION

- 3.1 Basis for Compensation: Compensation to Engineer for day-to-day General Engineering Services shall be provided on a retainer basis in accordance with schedule below. General Engineering Services are defined as attendance at city council meetings and work sessions, and committee or staff meetings as requested; acting as the City's liaison with other agencies; capital improvement planning; responding to or meeting with property owners on matters not related to project engineering services; coordinating map updates and GIS updates; administration of municipal state aid system and certification; advising on potential funding solutions for infrastructure projects such as identifying grants or loan programs; reviewing and evaluating suggested revisions to fee schedules, assessment policies and utility rates (not including rate studies); advising the City of current trends and policy formation; and updating and maintaining engineering standards.

- 2024 Retainer amount: \$3,100 per month
- 2025 Retainer amount: \$3,200 per month
- 2026 Retainer amount: \$3,300 per month
- 2027 Retainer amount: \$3,400 per month
- 2028 Retainer amount: \$3,500 per month

All other services shall be on an hourly rate basis in accordance with the 2024-2028 Hourly Rate Schedule which is attached to this AGREEMENT as Exhibit A. Project engineering services and department support services shall include engineering support to other city departments including permit and plan reviews (grading, site plans, CUP and PUD applications); reviewing of development applications and plans for conformance with city standards; meeting with developers and members of the public on proposed development projects; guiding and oversee the design and construction of public infrastructure through private development projects; providing engineering support to public works as requested for maintaining the MS4 NPDES Permit, right-of-way applications, and overseeing the annual street maintenance projects; preparing Requests for Proposals, and assisting with selecting outside Professional Services Consultants for certain projects, and managing the Professional Services contracts; and other related tasks of the type normally associated with infrastructure and facility planning, design

and construction; and acting as city liaison and representative for other county, state and federal agency projects within the city.

Services described in a specific "TASK ORDER" shall be compensated on an hourly rate basis and/or a lump sum basis as designated in each TASK ORDER in accordance with the attached 2024-2028 Hourly Rate Schedule.

- 3.3 Reimbursable Expenses: The Engineer shall be reimbursed at cost for any direct expenses when incurred in the direct performance of the City's work in accordance with the attached 2024-2028 Hourly Rate Schedule. Mileage shall not be reimbursed for the performance of any General Engineering Services.
- 3.4 Payments for Services
- A. *Preparation and Submittal of Invoices:* Engineer shall prepare and submit invoices including a description of the tasks performed to the City on a monthly basis. Invoices are due and payable within 30 days of receipt.
 - B. *Unpaid Invoices:* All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1.5% per month, or the maximum rate of interest permitted by law, whichever is less. Payment will be credited first to any interest owed to Engineer and then to principal.
 - C. *Disputed Invoices:* If the City contests an invoice, the City shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
 - D. *Right to Suspend Work:* Engineer may, after giving ten (10) days written notice to the City, suspend services under this AGREEMENT until the City has paid in full all amounts due for services, expenses, and other related charges. The City waives any and all claims against Engineer for any such suspension.

ARTICLE 4: CITY'S RESPONSIBILITIES

- 4.1 City's representative: When acting as the "City Engineer", Engineer shall provide services as directed by the City Council and under the direction of the City Administrator. For specific "TASK ORDERS", the City shall designate in writing, a person to act as City's representatives with respect to the services to be rendered. Such persons shall have authority to transmit instructions, receive instructions, receive information, interpret and define City's policies with respect to Engineer's services. When no written designation is made by the City, the City's representative shall be the City Administrator.
- 4.2 Provide Access: The City shall provide access to, and make all provisions for Engineer to enter upon public or private property as required to perform their work.

- 4.3 Provide supporting documentation and Services: The City shall provide all necessary information regarding its requirements as necessary for orderly progress of the work, including records, data, instructions, and requirements for completeness. The City shall also provide services in regards to accounting, fiscal and bond counseling services, insurance, and legal services as may be required.
- 4.4 The City shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City to Engineer pursuant to this AGREEMENT. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this AGREEMENT.
- 4.5 Provide prompt Notice and Review: The City shall promptly review and examine all correspondence, reports, sketches, drawings, specifications and other documents and communications prepared and presented by Engineer and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer. The City shall also give prompt notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work.
- 4.6 The City shall make timely payments to the Engineer as set forth in ARTICLE 3.

ARTICLE 5: GENERAL CONSIDERATIONS

- 5.1 Standards and Parameters of Performance
- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by City.
- C. *Reliance on Others:* Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, professional certifications, contractors, suppliers, manufacturers, and the publishers of technical standards.

- D. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and City shall comply with applicable Laws and regulations.
- E. *Certifications and Signatures:* Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.
- F. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing its work.
- G. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents, or for the acts or omissions of any Contractor, Subcontractor, or Supplier.

5.2 Independent Contractor: Engineer is an independent contractor. The manner in which the services are performed shall be controlled by Engineer; however, the nature of the services and the results to be achieved shall be specified by the City. All services provided by the Engineer pursuant to this AGREEMENT shall be provided by the Engineer as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

5.3 Insurance

- A. Engineer shall maintain statutory worker's compensation insurance coverage.
- B. Engineer shall procure and maintain commercial general liability insurance coverage for protection from claims for damages because of bodily injury including personal injury, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be listed as an additional insured.
- C. Engineer shall also procure and maintain professional liability insurance coverage for damages arising out of the performance of services caused by a negligent error, omission or act for which Engineer is legally liable.
- D. Certificates of insurance will be provided to the City upon execution of the contract and thereafter upon request by the City.

5.4 Opinions of Cost

- A. Engineer's opinions of probable project cost, construction cost, life cycle cost, alternative evaluations, and considerations for operations and maintenance costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. It is recognized, however, that Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions. Engineer, therefore, cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions of probable costs prepared by Engineer and submitted to the City.
- B. The services of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

5.5 Data Practices Act Compliance: Data provided by Engineer or created under this AGREEMENT shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

5.6 Use of Documents

- A. All Documents prepared and submitted by Engineer are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project or Service is completed. The City shall not rely in any way on any Document unless it is submitted by the Engineer in its final form.
- B. At the time of completion or termination of this AGREEMENT or for each "TASK ORDER," Engineer shall make available to the City, upon request, copies of all deliverables, maps, reports, and correspondence, pertaining to the work or a Project described in a TASK ORDER. All such documents are not intended or represented to be suitable for reuse by the City or others on extensions of the work or Project or to any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Engineer. In this regard, the City will indemnify and hold harmless Engineer from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted, or authorized by Engineer.
- C. In the event electronic copies of documents are made available to the City, the Engineer makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- 5.7 Design without Construction Phase Services: The City acknowledges that it is customary for the Engineer who is responsible for the design of a project to be employed to provide professional services during the construction phases of that project. Therefore, the following provisions apply in the event that the City does not retain the Engineer for construction phase services. The City waives all claims against the Engineer that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of Engineer on the project.
- 5.8 Conflict of Interest: The Engineer shall use best efforts in the performance of its services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. The Engineer will not accept any private client or project work that places the Engineer in ethical conflict during our representation of the City and shall immediately notify the City, and take necessary corrective actions, upon learning of the existence of any potential conflict of interest. The Engineer does hereby fully disclose that Engineer is currently designated the Town Engineer for West Lakeland Township.
- 5.9 Termination
- A. Either party may terminate this AGREEMENT upon thirty (30) days written notice.
 - B. Either party has the right to terminate any "TASK ORDER" upon ten (10) days' written notice. In addition, the City may at any time, reduce the scope of a "TASK ORDER". Such reduction in scope of services shall be set forth in a written notice from the City to the Engineer.
 - C. In the event of a reduction in scope, Engineer shall be paid for the work performed and expenses incurred thus reduced and for any completed and abandoned work for which payment has not been made.
 - D. In the event of termination of a "TASK ORDER," copies of all documents prepared by Engineer under the authorization shall be made available by Engineer to the City, pursuant to ARTICLE 5.5, and there shall be no further obligation of the City to Engineer under the task order, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, plus expenses incurred by Engineer to gather, compile, copy, and transmit all documents requested by the City.
 - E. In like manner, if the entire AGREEMENT is terminated, copies of all remaining documents on file with the Engineer shall also, upon request, be made available to the City pursuant to ARTICLE 5.6 upon receipt of payment of amounts due and owing Engineer for any authorized work, plus expenses incurred by Engineer to gather, compile, copy, and transmit all documents requested by the City.
- 5.10 Controlling Law: This AGREEMENT is to be governed by the laws of the State of Minnesota.

5.11 Successors, Assigns, and Beneficiaries

- A. The City and Engineer are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the City and Engineer are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.
- B. Neither the City nor Engineer may assign, sublet, or transfer any rights under or interest in this AGREEMENT, or any portion thereof, without the written consent of the other party. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.
- C. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the City and Engineer.

5.12 Dispute Resolution

- A. The City and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking other provisions of this AGREEMENT, or exercising their rights under law.
- B. The City and Engineer agree that all disputes between them arising out of or relating to this AGREEMENT shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, thereby providing for mediation as the primary method for dispute resolution between the parties to this AGREEMENT.

5.13 Notices: Any notice required under this AGREEMENT will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.14 Survival, Severability, Waiver

- A. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.
- B. *Severability:* Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Engineer.

C. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

FOCUS ENGINEERING, inc.

CITY OF LAKE ELMO, MINNESOTA

By _____

John (Jack) W. Griffin, P.E.
Principal / Vice President

By _____

Mayor

By _____

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 FAX (A/C, No): (952) 893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Ins. Co. INSURER B: Travelers Casualty and Surety INSURER C: XL Specialty Insurance Co. INSURER D: INSURER E: INSURER F:
INSURED FOCUS Engineering, Inc. 1305 Interlachen Drive Eagan MN 55123	NAIC # 31194 37885

COVERAGES**CERTIFICATE NUMBER:** 2023-2024 PL Renewed**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-5H970461-23-47	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-5H970461-23-47	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB-9J093133-23-47-G	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			DPR5015771	07/20/2023	07/20/2024	Each Claim/ \$2,000,000 Each Policy Year Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written, executed contract with Insured, City of Lake Elmo is additional insured under above general liability coverage, per that policy's language.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverages afforded by the insurance policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elmo 3880 Laverne Avenue North Lake Elmo MN 55042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FOCUS

ENGINEERING INC

BASIS OF COMPENSATION

GENERAL ENGINEERING SERVICES RETAINER

Compensation to Engineer for day-to-day General Engineering Services shall be provided on a retainer basis in accordance with schedule below. General Engineering Services are defined as attendance at city council meetings and work sessions, and committee or staff meetings as requested; acting as the City's liaison with other agencies; capital improvement planning; responding to or meeting with property owners on matters not related to project engineering services; coordinating map updates and GIS updates; administration of municipal state aid system and certification; advising on potential funding solutions for infrastructure projects such as identifying grants or loan programs; reviewing and evaluating suggested revisions to fee schedules, assessment policies and utility rates (not including rate studies); advising the City of current trends and policy formation; and updating and maintaining engineering standards.

- 2024 Retainer amount: \$3,100 per month
- 2025 Retainer amount: \$3,200 per month
- 2026 Retainer amount: \$3,300 per month
- 2027 Retainer amount: \$3,400 per month
- 2028 Retainer amount: \$3,500 per month

All other services shall be on an hourly rate basis in accordance with the 2024-2028 Hourly Rate Schedule which is attached. Services shall include engineering support to other city departments including permit and plan reviews (grading, site plans, CUP and PUD applications); reviewing of development applications and plans for conformance with City standards; meeting with developers and members of the public on proposed development projects; guiding and overseeing the design and construction of public infrastructure through private development projects; providing engineering support to the public works department as requested for maintaining the MS4 NPDES Permit, right-of-way applications, and overseeing the annual street maintenance projects; preparing requests for proposals, and assisting with selecting outside professional services consultants for certain projects, and managing the professional services contracts; and other related tasks of the type normally associated with infrastructure and facility planning, design and construction; and acting as the City liaison and representative for other county, state and federal agency projects within the City.

FOCUS

ENGINEERING INC

2024-2028 Hourly Rate Schedule

Standard Hourly Rates include salaries and wages paid to personnel in each staff position plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

		HOURLY RATES				
PROFESSIONAL ENGINEERING STAFF	2024 \$/HR.	2025 \$/HR.	2026 \$/HR.	2027 \$/HR.	2028 \$/HR.	
Sr. Municipal Engineer III <i>Jack Griffin</i>	\$145	\$150	\$155	\$160	\$165	
Sr. Municipal Engineer II <i>Cara Geheren / Ryan Stempski</i>	\$135	\$140	\$145	\$150	\$155	
Sr. Municipal Engineer I <i>Chad Isakson</i>	\$125	\$130	\$135	\$140	\$145	
Municipal Engineer III	\$115	\$120	\$125	\$130	\$135	
Municipal Engineer II	\$110	\$115	\$120	\$125	\$130	
Municipal Engineer I <i>Mike Rusenovich</i>	\$105	\$110	\$115	\$120	\$125	
Project Engineer	\$95	\$100	\$105	\$110	\$115	
Graduate Engineer <i>Jeremy Stalcar / Karl Geary</i>	\$85	\$90	\$95	\$100	\$105	
Engineering Technician	\$85	\$90	\$95	\$100	\$105	
Interns	\$65	\$65	\$70	\$75	\$80	
Senior Construction Field Representative	\$125	\$130	\$140	\$145	\$150	

★ *Staffing is subject to change. Names are provided for reference only.*

Reimbursable Expenses Schedule

- Vehicle Mileage reimbursed at the current Federal IRS Rate. Mileage shall not be reimbursed for any tasks performed under the General Engineering Retainer Services.
- Identifiable printing/reproduction costs when incurred in the direct performance of the City's work.
- Other expenses for items and services as may be required by the City to fulfill the terms of a specific Task Order.




Proposal for
**GENERAL ENGINEERING
SERVICES**

City of Lake Elmo, Minnesota

October 18, 2023



Contact:

 Jake Guzik, PE
 612-965-2021
 Jacob.Guzik@bolton-menk.com

3507 High Point Drive North | Bldg. 1 - Suite E130 | Oakdale, MN 55128
651-704-9970 | Bolton-Menk.com



**BOLTON
& MENK**

Real People. Real Solutions.



Real People. Real Solutions.

October 18, 2023

3507 High Point Drive North | Bldg. 1 - Suite E130 | Oakdale, MN 55128
651-704-9970 | Bolton-Menk.com

Kristina Handt
City Administrator
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

RE: Proposal for General Engineering Services

Dear Kristina:

The City of Lake Elmo has initiated their search for a city engineering consultant to serve the city. This will require a firm designed to operate as an extension of Lake Elmo city staff and has the engineering experience to customize solutions based on city wants and needs. Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and beautiful. We believe you will find outstanding value in our approach to consultant city engineering services for the following reasons:

Full Service Engineering Firm

Bolton & Menk offers an **all-in-one engineering solution** with a focus on **municipal engineering** and specialized knowledge in areas like **water supply and treatment**, aligning with **Lake Elmo's PFAS challenges**. Our wide-ranging services cover municipal, water and wastewater, project funding, transportation, water resources, and geographic information systems. This integrated approach guarantees **quality, consistency, and efficient project management**, reducing administrative load and potential project costs.

Funding Knowledge and Resources

Bolstered by a team of **funding specialists** and partnerships with key agencies, we excel in identifying and acquiring grants from federal, state, and local sources. This expertise addresses Lake Elmo's challenge of securing necessary funds for crucial infrastructure projects, providing an edge in project financing.

Seamless Transition Planning

Aware of the potential complexities of shifting engineering firms, Bolton & Menk promises a **smooth, efficient transition**. Our dedicated team ensures a hassle-free changeover, bolstered by clear communication. Importantly, this transition plan will be implemented at **no charge** to the City of Lake Elmo.

I will serve as your city engineer, actively overseeing all of Bolton & Menk's services for Lake Elmo. With my thorough understanding of municipal government, I will "hit the ground running" to proactively address all of your engineering needs. Please feel free to contact me at 612-965-2021 or Jacob.Guzik@bolton-menk.com if you have any questions about the content of this proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Jake Guzik, PE
Consultant City Engineer



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WHY BOLTON & MENK

Why Choose Bolton & Menk for your General Engineering Services?

At Bolton & Menk, our approach covers the full project—from big picture to the technical details of construction and performance. Whether we are designing an attractive space or creating a long-term vision, you can count on us to bring creativity and innovation. We are passionate about creating great places everyone can enjoy. **With over 300 employees in the Twin Cities Metro Area, including more than 160 registered engineers**, we have a multi-disciplinary team of experts ready to provide the highest quality services and deliverables in the industry.



EXPERTISE IN PFAS

Bolton & Menk has developed deep expertise in addressing the challenges posed by Per- and Polyfluoroalkyl Substances (PFAS). We're committed to ensuring safe water supplies and effectively remediating affected environments. Our knowledge and solutions equip municipalities like Lake Elmo to confidently navigate this complex issue.



COMPREHENSIVE SERVICES

Bolton & Menk offers a wide array of engineering and planning services, eliminating the need to source multiple providers. Our **holistic approach** ensures that all aspects of a project are handled with expertise and care.



MUNICIPAL EXPERIENCE

Our extensive background in municipal engineering means Bolton & Menk understands the specific challenges cities face, including those unique to Lake Elmo. This expertise translates into **tailored solutions** that address your distinct needs.



EXPERTISE IN FUNDING

Bolton & Menk excels in finding and securing funding options for city projects. Our deep understanding of municipal financing can be a game-changer in realizing vital infrastructure projects. **We have helped secure more than \$1 billion dollars in funding for our clients.**



TECHNICAL EXPERTS

Bolton & Menk has the expertise to create and lead functional, buildable, and cost-effective projects. Our team listens, collaborates, embraces challenge, and strategically applies the right tools to meet a community's needs. Lake Elmo staff can trust our team will provide **high-quality engineering services and deliverables** that exceed expectations. We are eager to introduce new service areas and experienced team members that can add value to the city.



LOCAL EXPERTISE

Lake Elmo wants a consultant familiar with your community. We offer years of experience and knowledge of the community, city policies, and procedures. You can trust us to use our expertise to work in the best interest of the city. Being in **close proximity**, we can respond quickly to any emerging needs. This local presence also fosters a deeper understanding of regional issues and concerns.



COMMITMENT TO SUSTAINABILITY

Bolton & Menk designs solutions with the future in mind, incorporating **environmentally friendly practices such as stormwater reuse**. This forward-thinking approach ensures both present-day needs and future sustainability are addressed.



COST-EFFECTIVE SOLUTIONS

We understand Lake Elmo is watching its bottom line. Bolton & Menk engineers are creative problem solvers, which means we work to find the **right solution at the right budget**. With thoughtful engineering, Bolton & Menk has reduced risks, shortened project timelines, provided sustainable projects, and saved millions for our clients.



COMMUNITY ENGAGEMENT

Beyond our professional services, we genuinely engage with the communities we serve. This deep-rooted involvement underscores our role as a **trusted community ally**.



PROPOSING FIRM OVERVIEW

We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.



We are Municipal Engineering Specialists

Our commitment to communities began in 1949 with two hard working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people. Today, Bolton & Menk has more than 900 employees including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors.

We have been successfully serving communities for more than 70 years. We are committed to helping each community prosper in its own way, at its own rate. Our dedicated team of professionals allow us to provide a full complement of services to every community—as much or as little as you need.

Contrary to many of our competitors, we are not simply project engineers. We don't disappear between projects. We are long-term investors in the City of Lake Elmo.

Services to the City of Lake Elmo will be managed from our Oakdale location. When the size and/or scope of a project requires more staff or specialized services, we will draw on our more than 900 team members to meet your needs.

Employee Count	
Civil Engineers	234
Transportation Engineers & Planners	70
Structural Engineers	12
Aviation Engineers & Planners	11
Environmental Engineers	35
Water Resources Engineers	32
Natural Resources Specialists	16
Land Surveyors	29
Survey Technicians	54
CADD Technicians	38
Construction Inspectors	73
GIS Specialists	23
Urban/Regional Planners	27
Landscape Architects	40
Communication Specialists	7
Creative Studio	13
Funding Specialists	7
Corporate/Administrative	98

We Serve Our Clients for the Long-Term					
	5	5-10	10-20	20-30	30+
	years or less	years	years	years	years
	43 communities	45 communities	45 communities	23 communities	36 communities

SERVICES PROVIDED

- Municipal Engineering
- Municipal Planning & Urban Design
- Transportation Engineering
- Structural Engineering
- Water & Wastewater Engineering
- Water Resources Engineering
- Environmental Planning
- Project Funding & Financing
- Project Communication
- Land Surveying
- Geographic Information Systems (GIS)
- Construction Services



FAMILIARITY WITH LAKE ELMO

CORE PRINCIPLES INTEGRATION

Bolton & Menk fully embraces and plans to integrate the City of Lake Elmo's three essential core principles into our engineering services.

PLANNING AND PARKS MASTER PLAN

Beyond our traditional engineering services, we've been instrumental in city planning endeavors. We're currently spearheading the development of a comprehensive parks master plan, underscoring our commitment to holistic community development.

PROVEN EXPERIENCE

Our longstanding collaboration with Lake Elmo spans diverse projects in both engineering and construction management. Below are a list of previous projects we have worked on in the Lake Elmo community since 2014.

- Well No. 4 Pumphouse and Connecting Watermain
- **Production Well No. 5 and Pumphouse**
- Well No. 1 Abandonment and Pumphouse Demolition
- **2014, 2018, 2022, and 2023 Street improvements**
- 39th St N: Street and Sanitary Improvements
- Section 34 Trunk Utilities
- **I-94 Lift Station**
- Royal Golf 5th Addition Lift Station
- Hammes Estates PRV Station
- 50th St Trunk Connecting Watermain
- 31st St Watermain Extension
- Stonegate Street and Utility Improvements
- 38th-39th St Neighborhood Street and Utility Improvements
- Torre Pines Street and Utility Improvements
- Tapestry Sanitary Sewer Extension
- Parkview-Cardinal Neighborhood Street and Utility Improvements
- Construction Observation for several projects including
 - Wildflower at Lake Elmo 1st and 4th Addition
 - Village Preserve
 - Southwind of Lake Elmo
 - Easton Village 3rd Addition
 - Northport 1st Addition
 - Hidden Meadows at Lake Elmo 2nd Addition and Ebertz North (Drake-Auto Sales)

DEVELOPMENT AWARENESS

With numerous ongoing community developments, we're attuned to the technical demands and varying timelines of these projects. Our adeptness in handling developments at different stages guarantees consistent design standards and well-orchestrated schedules.

LAKE ELMO VISION STATEMENT AND GOALS:

The mission of the City of Lake Elmo is to provide planned, quality public services consistent with the city's character in a fiscally responsible manner in partnership with our community.

A "Vision for the Future" to build on its heritage, while enhancing a high quality of life for ALL of its citizens

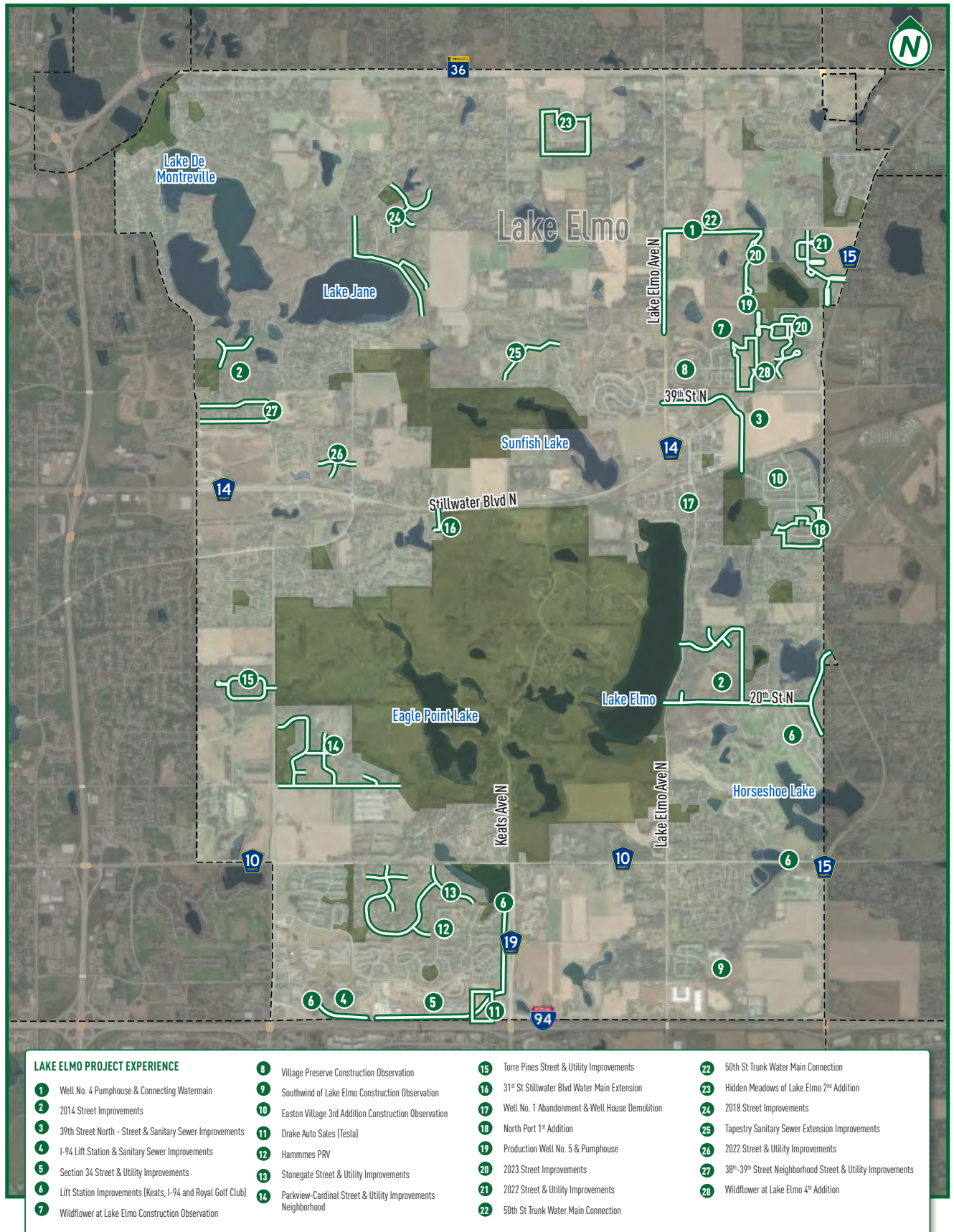
"WE BELIEVE" values:

- Ethics and Integrity
- Visionary Leadership and Planning
- Excellence and Quality in the Delivery of Services
- Fiscal Responsibility
- Open and Honest Communication
- Respect for the Individual
- Thoughtful Community Building
- Professionalism
- Accountability



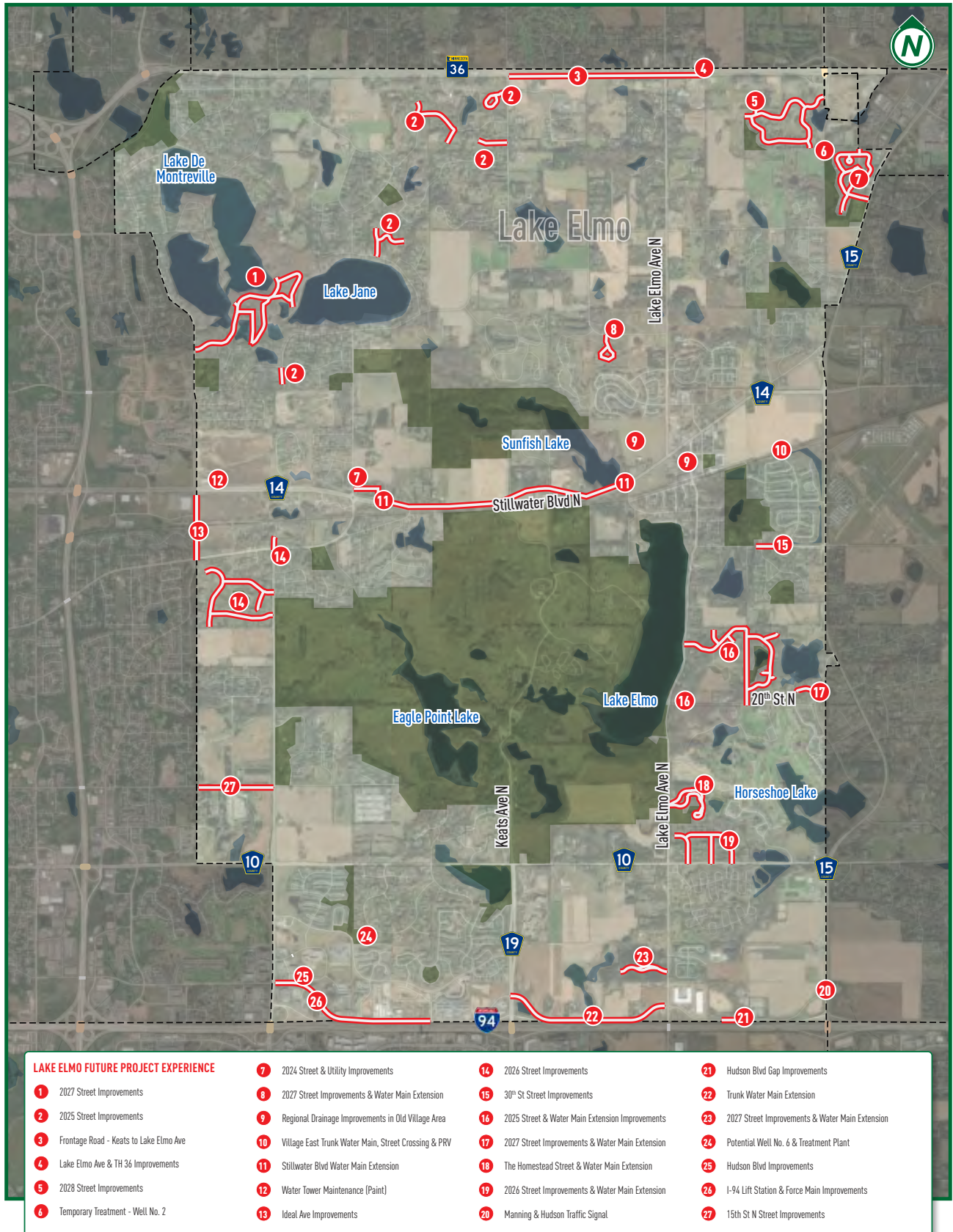


Lake Elmo projects Bolton & Menk has worked on since 2014.





The map below highlights anticipated projects for the upcoming five years, reflecting our dedication to proactive planning and comprehensive service to the city.





PROFESSIONALLY INVESTED, PERSONALLY CONNECTED TO LAKE ELMO



In selecting a partner for engineering services, the City of Lake Elmo has a number of reputable options. However, partnering with Bolton & Menk goes beyond just professional alignment. **Both Jake and our team at Bolton & Menk have deep-rooted personal connections to Lake Elmo, enhancing our commitment to the city's well-being and prosperity.** This bond,

combined with our legacy of extensive municipal engineering know-how, ensures that we are not just another firm but a dedicated partner. Our unwavering commitment is to consistently deliver **top-notch customer service** and **reliable technical solutions** tailored specifically for Lake Elmo, while always keeping in mind the heart and soul of the community we deeply care about.



IMPORTANT TO KNOW

During his high school years, **Jake Guzik lived in the Lake Elmo Heights neighborhood**, a place where his family remained from 2004 to 2012. His ties to Lake Elmo have grown stronger over the years, as he and his family participate in community events and activities. They've enjoyed the camaraderie and spirit of the Lake Elmo Rotary events, and continue to cherish memories like the 4th of July children's parade.

The **Bolton & Menk office in Oakdale**, just across the street from **Lake Elmo public works**, ensures that Jake can quickly address the city's needs, always staying responsive even outside traditional work hours. His close proximity and commitment to the community allows Jake to offer regular office hours at the city center if so desired by the council, ensuring a constant line of communication and accessibility.

Jake's commitment to Lake Elmo isn't limited to his professional role. **He actively serves on the Membership & Special Events Committee of the APWA Minnesota Chapter.** Beyond work and community service, Jake and his family remain intertwined with the Lake Elmo community, continuing to participate, contribute, and enjoy the unique spirit of this beloved town.

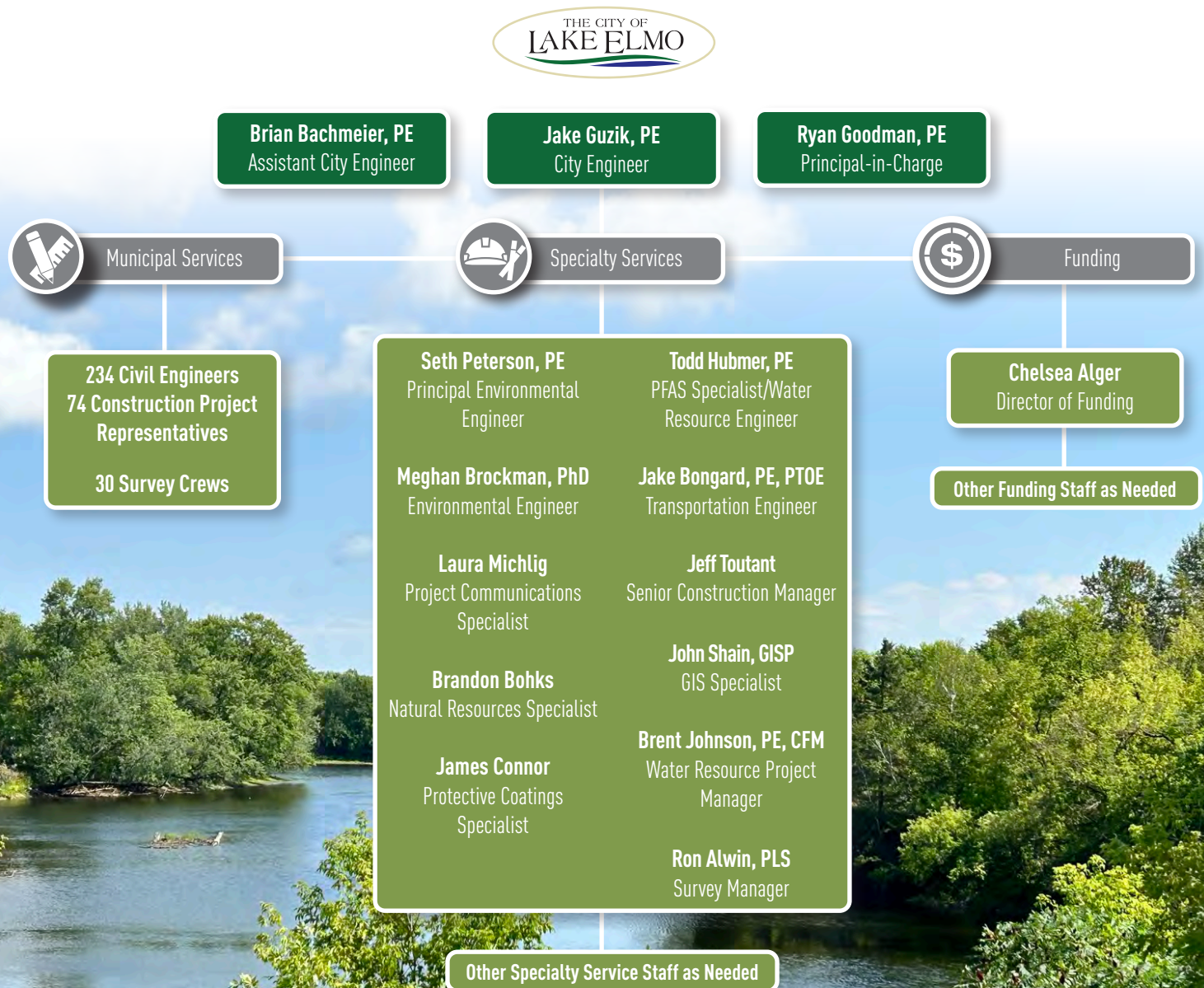


CITY OF LAKE ELMO TEAM

Bolton & Menk will serve the City of Lake Elmo using an engineering team approach led by the consultant city engineer, Jake. He will be the primary contact for the City of Lake Elmo. Consistency is maintained for the services provided—the city only has to look to one place for answers.

A structured engineering team assembled from our organization of experienced professionals will support Jake and offer a full-service approach to the City of Lake Elmo. The team will provide expertise in municipal; stormwater management; wastewater collection and treatment; water supply, storage, distribution, and treatment; transportation engineering; GIS; surveying; municipal planning; and funding. With consistent and close coordination, our team serves as an extension of city staff.

Following the organizational chart, a concise summary of qualifications for key project team members is presented. Detailed education and experience biographies for the key team members are available upon request.





JAKE GUZIK, PE

YOUR CONSULTANT CITY ENGINEER | 12 YEARS OF EXPERIENCE

Bachelor of Science, Civil Engineering, University of Minnesota
Professional Engineer - MN

Jake will serve as your city engineer. He will be available to the city 24 hours a day, 7 days a week via mobile phone, email, and text. He will respond to emails and calls from city staff in as little as a few minutes, but never more than 12 hours. He will attend city council and other city meetings as needed and directed by the city. In addition, he will be responsible for all public presentations, coordinating and administering all project team assignments, monitoring personnel's conformance with city standards, and overseeing project delivery quality assurance programs.

Jake began his work in municipal engineering services in 2011. With experience as a City Engineer in municipalities such as Franconia Township and Taylors Falls, and Assistant City Engineer in Forest Lake, Chisago City, and Scandia, he also leads consulting engineering services in Stillwater. Jake offers reliable expertise in handling municipal projects and requirements. In his role, Jake prioritizes collaboration with city staff and elected officials, ensuring that city objectives for infrastructure improvements are met efficiently and cost-effectively. Rooted in his commitment to the community, Jake

has been involved in the design of new developments and the enhancement of existing infrastructure, always considering the needs of residents and business owners.

Jake's extensive work with federal, state, county, and local entities like MnDOT, DNR, Washington County, and watershed districts has honed his skills in preparing plans, drafting specifications and feasibility studies, and setting engineering standards. His responsibilities have spanned issuing permits, site plan reviews, budgeting, supervising developmental projects, and capital improvement planning.



RYAN GOODMAN, PE

Principal-in-Charge

22 years of experience

Ryan will ensure our team has the resources and support necessary to successfully deliver services to Lake Elmo.

Ryan began his career in 2001 and has extensive experience providing city engineering services to a range of communities, including the Cities of Forest Lake (2011-present), Scandia, Marine on St. Croix, Chisago City, and Franconia Township. While Ryan has extensive experience working as a city engineer, he is also skilled in managing clients and working

Education: Bachelor of Science, Civil Engineering, North Dakota State University

Certifications: Professional Engineer - MN

with property owners and other agencies throughout the project process to plan for future impacts.



BRIAN BACHMEIER, PE

Assistant City Engineer

36 years of experience

Brian will assist Jake with city engineering services.

Brian is a senior project manager who began his career in 1984. Specializing in municipal engineering, his experience includes more than 38 years in municipal governments in Minnesota and North Dakota. Prior to joining Bolton & Menk, Brian served as the public works director and city engineer for the City of Oakdale, **where he oversaw and contributed to the city's response to PFAS contamination and the subsequent implementation of the water treatment plant in**

2006. Brian enjoys serving a variety of municipal clients in delivering engineering and planning services that provide a better environment to live, work, and play in.

Education: Bachelor of Science, Civil Engineering, North Dakota State University; Master of Arts, Public Administration, Hamline University
Certifications: Professional Engineer - MN



SETH PETERSON, PE **Principal Environmental Engineer**

28 years of experience

Seth will be available to provide any needed environmental services, including all water and wastewater projects.

Having started as an intern at Bolton & Menk, Seth now leads one of the largest environmental groups in the Upper Midwest. Seth began engineering in 1995 and now serves as the environmental work group leader. If someone has a water or wastewater problem, he is willing to do what it takes to figure it out. His background includes planning, assisting with funding, designing lift stations and water and wastewater treatment facilities, securing permits, working with regulatory agencies, and construction management.

Education: Bachelor of Science, Civil Engineering, South Dakota State University; Master of Science, Civil and Environmental Engineering, South Dakota State University

Certifications: Professional Engineer - MN, WI



TODD HUBMER, PE **Principal Water Resource Engineer**

31 years of experience

Todd will oversee water resource work.

Todd is a principal water resources engineer who started his engineering journey in 1992. With a distinct expertise in PFAS, he served on the 3M Settlement Committee for about a year. As a consultant city engineer, watershed district engineer, and lead water resource project manager for prominent projects in Minnesota, his proficiency encompasses municipal processes, public policy development, grant

writing, pollutant trading negotiations, and specialized water treatment systems, including PFAS remediation. He has worked with many state, federal and local government agency's to negotiate settlements to mitigate the impact of contaminated water supply's on the local communities. Todd excels in collaborating with clients to define project visions, spearheading public processes to secure community and regulatory endorsements, and has an impressive track record in obtaining funding to transition visions into tangible results.

Education: Bachelor of Science, Civil Engineering, Florida Institute of Technology

Certifications: Professional Engineer - MN



CHELSEA ALGER **Director of Funding**

19 years of experience

Chelsea will provide funding updates to Jake and the city. She will keep both in the loop on all funding opportunities that arise and work with them on positioning and applications.

Chelsea began her career in 2003. Prior to joining Bolton & Menk in 2019, she worked in city government as a planner and community development director, then as a non-profit resource development officer. She has expertise in a variety of public infrastructure and community development funding programs. One of her career highlights to date is managing a national

Education: Bachelor of Arts - Accounting, Augsburg College; Master of Arts - Urban Planning, Minnesota State University, Mankato

Certifications: Housing Development Finance Professional

ArtPlace America grant, exploring the use of arts and cultural strategies to create more sustainable, place-based impact in community development efforts. Her work with our environmental and civil project managers in the public facility programs has allowed us to secure low interest loans and grant dollars to help serve our client's infrastructure needs.



MEGHAN BROCKMAN, PHD **Environmental Design Engineer**

3 years of experience

Meghan will oversee all environmental design projects.

Meghan's PhD work included research on emerging contaminants and PFAS at the University of Minnesota. She is a well-known PFAS expert in Minnesota and has provided numerous PFAS training sessions at state training sessions for MRWA and the AWWA. In addition to her water chemistry and PFAS expertise, Meghan is experienced in water treatment plant designs and environmental regulations. She is passionate about problem solving, protecting the environment, and serving clients.

Education: Bachelor of Science, Civil and Environmental Engineering, University of Iowa; Master of Science, Environmental Engineering, University of Minnesota; Doctorate, Environmental Engineering, University of Minnesota - Twin Cities

**BRENT JOHNSON, PE, CFM**
Water Resource Project Manager

28 years of experience

Brent will assist Jake with utility engineering services for Lake Elmo.

Brent is an associate water resources project manager who started his profession in 1995. He has experience as a consultant and watershed district engineer. Brent provides engineering services for stormwater management, floodplain mapping, bridge and culvert sizing, dams, drainage, erosion protection, sediment control, and lake and stream restorations. His projects include detailed hydrology and hydraulics modeling and analysis as well as preparing engineering studies, reports, plans and specifications,

and performing construction observation and administration.

Education: Bachelor of Science, Civil Engineering, North Dakota State University; Master of Science, Civil Engineering, University of Minnesota
Certifications: Professional Engineer - MN, WI, IA, SD, ND

**JOHN SHAIN, GISP**
GIS Specialist

23 years of experience

John will oversee all GIS activities conducted in support of Lake Elmo.

John began his career with the firm in 1999 after graduating with a degree in professional geography. His passion for local government and computer science morphed into an interest and expertise in mapping and displaying data. Bolton & Menk was willing to take a chance with John and embraced his ideas for GIS that were not yet widely practiced. Now Bolton & Menk is a premier GIS provider for municipalities in the Upper

Midwest. As the leader of the GIS work group, John has managed a variety of GIS projects that include municipal implementations of GIS systems, public utility and infrastructure mapping, stormwater management, and web application development.

Education: Bachelor of Science - Geographic Information Systems, Minnesota State University, Mankato
Certifications: GIS Professional (GISP)

**JAKE BONGARD, PE, PTOE**
Transportation Engineer

13 years of experience

Jake will oversee highway work within the city and is a resource for state and county coordination.

As a principal transportation engineer who began his career in 2009, Jake works on a variety of projects ranging from high-level planning studies to in-depth final design projects. He uses the knowledge and experience obtained through his education and professional practice to identify the needs of a project, work toward a solution, and communicate results to those in and outside the field of engineering. Jake loves to solve

challenging problems and enjoys seeing the impact our work can have on improving the way people safely and efficiently get from one place to another.

Education: Bachelor of Science - Civil Engineering, University of North Dakota
Certifications: Professional Engineer - MN
Professional Traffic Operations Engineer (PTOE)

**BRANDON BOHKS**
Natural Resource Specialist

11 years of experience

Brandon will conduct wetland delineations and agency coordination.

Brandon is a natural resources specialist who began his career with Bolton & Menk in 2016. Brandon has completed countless delineations for various projects that have included delineating all aquatic resources, including watercourse delineations and incidental wetlands. Brandon also acts as a Local Government Unit for 10 municipalities throughout the metropolitan area, where he administers the Wetland Conservation Act and answers wetland-related questions for

the cities and their residents. Brandon has additional experience completing permits related to aquatic resources, completing vegetation surveys, hydrology monitoring, and wetland bank design.

Education: Bachelor of Science, Biology and Ecology, Minnesota State University
Certifications: Certified Wetland Delineator; Ecological Restoration Certificate; Remote Pilot



JEFF TOUTANT

Senior Construction Manager

19 years of experience

Jeff will lead all construction needs.

Jeff is an senior associate construction manager at Bolton & Menk. He has worked as an engineering technician since 2004 on municipal, state, and federal projects. He has worked on the development and implementation of numerous infrastructure projects. His experience includes construction management, field observation, field computation, construction documentation, conducting construction meetings, plan review, and assisting in the design and preparation of

construction plans and specifications for a variety of projects. He has worked on projects including storm sewer, sanitary sewer, watermain, parking lots, trails, sidewalks, streets, roundabouts, bridge construction, and lighting.

Education: Bachelor of Science, Construction Management, University of Wisconsin - Stout

Certifications: Concrete Field I; Concrete Field II; Aggregate Production; Bituminous Street



RON ALWIN, PLS

Survey Manager

51 years of experience

Ron will oversee all survey needs conducted in support of Lake Elmo.

Ron began his surveying career in 1980 and currently serves as a survey project manager. He has owned and managed land surveying and engineering firms and has experience working in municipalities and on civil

engineering projects, oil fields, and large gas refinery plants. Ron has been involved in dozens of residential and commercial subdivisions where he performed the preliminary surveying, platting, and subsequent construction staking of streets, public right-of-way, and public utilities. He was also responsible for the construction staking of multiple gas plants and compressor stations in western North Dakota.

Certifications: Professional Land Surveyor - MN, WI, ND



JAMES CONNOR

Protective Coatings Specialist

35 years of experience

James will oversee all protective coating needs conducted in support of Lake Elmo.

James is a protective coatings and welding specialist who began his career in 1988. His responsibilities include performing both shop and field observations, testing, providing inspections and facility audits, administering training and performance qualifications, and examining both protective coatings and various metal products. Jamie's

duties also include shop and field fabrication/erection/coating observations and testing of structural steel components of buildings, fracture critical bridges, high mast transmission poles, overhead sign structures, and light poles. James served on the committee to develop the Bridge Component Standard for the American Institute of Steel Construction. He is passionate about executing successful projects for his clients - according to their plans, specifications, and requirements, all while maintaining thorough project communication. Assuring our clients that their projects are executed successfully per the plans, specifications, and requirements is what drives Jamie.



LAURA MICHIG

Project Communication Specialist

16 years of experience

Laura will lead all project communication needs.

Laura is a senior project communication specialist with Bolton & Menk who began her career in 2006. She uses her skills as a graphic designer to create handouts and visuals, maintain project websites, and produce content for newsletters, social media, blog posts, and other multimedia. Laura enjoys the creative process to tell a good story and finds it rewarding to see

the final product.

Education: Bachelor of Arts - Communications, Hamline University; Master of Science - Communications, Eastern Michigan University



DETAILED APPROACH TO SCOPE OF SERVICES

We cannot stress it enough: **our team is designed to operate as part of the City of Lake Elmo staff.** Your priorities become our priorities. By choosing Bolton & Menk, Lake Elmo will have the resources of a national firm—but we are just down the hall. As experienced consultant city engineers and planners, we customize services for each community. We know that what is right for one city may not be right for Lake Elmo. We provide options and let you decide what you need to be innovative and game-changing. We provide solutions that best fit your needs.



GENERAL ENGINEERING SERVICES

In collaboration with Lake Elmo, we provide evaluation and recommendations on policies and programs, public works needs and planning, land use applications and construction plans for private development, and planning and layout of city-led projects. We provide comprehensive engineering services, project management for municipal projects, and construction administration services for private development. We highlighted below a few of the services we commonly provide.

- Effective communication with city council and staff, including attendance at city council and planning meetings as requested
- Infrastructure planning and maintenance reviews, including development and implementation of capital improvement plans (CIP) and comprehensive planning
- Parks, trails, and recreational amenities planning
- Policies and procedures review and development
- Water resources engineering and stormwater management assistance including permitting
- Land use application review
- Leadership in areas of water efficiency, conservation, and irrigation stormwater reuse



DESIGN AND BIDDING SERVICES

Bolton & Menk prepares plans and specifications for use in soliciting bids. We regularly meet with staff throughout the project development process to review progress and solicit input. We also review the plans and specifications with city staff to make sure goals are met. Upon completion, the plans and specifications are presented to the city council for consideration of approval and further direction.

- Engineering plans and specifications
- State and federal agencies coordination and reports
- Project bidding administrative services



PROJECT MANAGEMENT AND CONSTRUCTION SERVICES

Private development is important for community growth. Our clients routinely ask us to provide construction administration services on a variety of projects—ensuring development supports city goals, follows city codes, and minimizes disruption for citizens. We will tailor our services to best meet Lake Elmo's needs and project goals, size, type of improvements, number of people affected by the improvement, and authorization provided by Lake Elmo city council and staff.

We track hours for our construction administration services separately, making it easier for you to collect reimbursement from private developers initiating the work.

- Construction observation for compliance with codes and regulations
- Improvement hearing notice, agendas, and minutes
- Survey work: construction staking and topographic surveys
- Business access/project phasing
- Permit applications
- Assessment roll preparation and assessment hearing
- Preconstruction conference and progress
- Customized project communication
- Project documentation
- Construction planning and progress meetings
- County funding/State Aid/Federal Aid coordination
- Project library of records
- Project review and recommend final acceptance
- As-built drawings



ENGINEERING REPORTS AND TECHNICAL CORRESPONDENCE

The responsibility of completing required forms, documenting processes, verifying feasibility, and other tasks associated with funding aid and legal requirements can overwhelm city resources. Jake has the experience you can trust to expertly complete and submit all engineering reports and technical correspondence. You can sleep at night knowing he is sweating the small stuff—and the big stuff.

- Feasibility reports
- Prepare preliminary and final assessment rolls
- Plat reviews
- Utility studies
- Traffic studies/signalization/signage/forecasting
- State Aid/Federal Aid reports
- Grant research and applications
- Capital improvement program studies
- Comments on other agency reports



CITY MEETINGS

Jake is comfortable in all public and one-on-one meeting settings as well as discussing and advocating for city projects and issues. As an agent of the city, **Bolton & Menk recognizes that positive interaction and communication with residents and business owners of Lake Elmo is key to building community support and goodwill.**

PARTICIPATION IN CITY MEETINGS

Jake will dedicate the time required to fulfill all expectations of the city and address questions and concerns professionally and timely. Jake will serve as the city's primary resource for attending meetings. This provides consistency for elected officials and others attending meetings. He will be available for all required meetings and additional or unexpected meetings as necessary, including regular or special city council meetings; work sessions; planning and zoning commission meetings; public utilities commission meetings; other city committee, commission, or staff meetings; resident and business owner meetings; developer meetings; and other engineering firm meetings.

Bolton & Menk will act as a liaison with Washington County and other local, state, and federal agencies on issues requiring engineering expertise. Our staff

actively maintain professional relationships with local, state, and federal agencies. We will meet with agencies on behalf of Lake Elmo as requested. We also attend annual informational meetings held by various agencies impacting municipal issues.

RESPOND TO CONSTITUENT REQUESTS

Bolton & Menk realizes that a significant portion of serving the city includes public communication and interaction—providing information and receiving input. In addition, we understand that to be truly effective, communication must go beyond information exchange and needs the following attributes:

- Care
- Preparation
- Professionalism
- Competency
- Candor
- Courage
- Respect
- Follow-through

As directed, Jake responds to constituent requests and issues, using all of these attributes. In addition, he guides residents, business owners, developers, and other members of the public through the steps needed to move projects forward efficiently and successfully.

COMMUNITY INVOLVEMENT

Because of our local ties, we have a true understanding of the people, needs, and resources in the communities we serve. When you work with people long enough you get to know them better than clients—more like friends. **Jake and the Bolton & Menk team are personally involved in the communities they serve.**



Forest Lake Rotary - Winter Plunge supporting The Education Foundation of the Forest Lake Area



POTABLE WATER

Bolton & Menk is an industry leader with more staff dedicated to water and wastewater engineering than any other regional firm. Senior staff located in our Metro office locations offer local proximity to the City of Lake Elmo and can not only respond in a timely manner to city needs, but can also easily meet with city staff. Our staff has a working knowledge of and has **completed multiple projects for Lake Elmo Water Treatment and Distribution Services**. This direct experience along with our vast experience with public water supply wells, water transmission lines, transmission line repair, hydraulic modeling, construction management, and water treatment facilities design and rehabilitation allows us to provide unique and creative solutions to your water system needs. This experience will allow Bolton & Menk to deliver projects efficiently and cost-effectively whether they are large design or construction projects, assisting with construction observation, surveying or staking, or assisting with Requests for Proposals or completing research.

Bolton & Menk has the largest Minnesota-based water engineering staff consisting of 49 members, including 34 engineers with MS or PhD degrees in environmental engineering. **Our experienced project team has worked on more than 100 water treatment plants. Our staff understand the treatment requirements for removal of PFAS and we have installed technologies that remove PFAS.** Bolton & Menk staff have been involved in many of the recent metropolitan area water treatment plant designs and renovations/expansions; the creative insight of our leadership has contributed to the greatly improved operational efficiencies realized by these new and renovated water plants.

UNMATCHED WELL EXPERIENCE IN MINNESOTA

Bolton & Menk has **completed more than 75 wells in the last 10 years, including Lake Elmo's Well No. 5**. We have developed innovative bidding strategies, design standards, and construction observation controls that ensure cost-effective well projects. We are knowledgeable about the White Bear Lake ruling and understand the limitations and requirements for new water supply wells.

INDUSTRY LEADERS IN HYDRAULIC MODELING

Bolton & Menk has significant experience with creating, calibrating, maintaining, and updating water system models. We use InfoWater GIS-based modeling software and InfoWater Unidirectional Flushing (UDF) and InfoSurge modules to provide additional capabilities to the modeling software. Bolton & Menk has also been successful in importing previously created models and using the newly created model to assist with water system analysis. A water system model provides a valuable analysis tool for staff to review and evaluate system improvements including

- Water transmission main sizing, connectivity, and routing
- Setting up a UDF plan
- Analyzing system transients and evaluating potential improvements
- Monitoring and improving water system quality
- Long-term energy cost management based on extended period system analysis of pump duration and cycling

PRACTICAL MODEL APPLICATIONS FOR DISTRIBUTION SYSTEM OPERATIONAL IMPROVEMENTS

Our modeling experience throughout the metro area includes a variety of experience with distribution systems to analyze and recommend operational improvements. The modeling software provides a flexible and robust tool for analyzing system hydraulics, transient (surge) analysis, water quality modeling, energy management modeling, and system vulnerability analysis along with a tool for conducting UDF. Our recent experience includes hydraulic modeling for the Cities of Woodbury and Blaine.



Lake Elmo Pump House for Well No. 5



SANITARY SEWER AND LIFT STATIONS

Bolton & Menk excels in sanitary sewer and lift station engineering. We plan

and design according to the specific situations and capacity needs of clients, always striving to exceed their expectations. Because we maintain a strong working relationship with regulatory agencies, we can help clients navigate regulatory requirements.

Bolton & Menk's sanitary sewer and lift station services include the following

- Instrumentation and controls
- Sanitary sewer system modeling
- Trunk sewer design
- Lift stations
- Inflow and infiltration (I&I) evaluations
- Trenchless solutions
- Rate studies

Establishing existing capacity of trunk and lateral sanitary sewer systems has become increasingly important given the age of infrastructure and expansive development. Additional sewer discharges are added to the system often with little data to support its level of service. Further, failing infrastructure may introduce I&I to the system that consumes sewer capacity and must be served by lift stations and treatment facilities. **Regional sanitary sewer modeling**, especially when coupled with lift station records and other flow metering data, is an effective tool for the following tasks:

- Understanding the system's current capacity
- Identifying sources of substantial I&I
- Approximating required sewer and lift station upgrades to support development/redevelopment
- Prioritizing sewer upgrade projects in conjunction with other capital improvements

Bolton & Menk has completed several regional studies that help communities **predict current hot spots and identify high priority system improvements**. We are familiar with several software programs that provide a dynamic view of the sanitary network under a variety of system flows and rainfall derived I&I scenarios. We have also developed a seamless approach to integrating GIS data with model building. We use model results to enhance the GIS with additional system capacity

data that may have otherwise been unknown. Further integration with an online mapping system provides the city with a readily accessible tool that will help you make effective decisions about sanitary sewer system improvements and maintaining the health and welfare of the community.

Bolton & Menk has been successful in designing and implementing hundreds of lift station projects throughout the metro area, including Lake Elmo. These stations have ranged from relatively straight-forward replacement of pumps in existing stations, to the design of large cast-in-place wet well/dry well stations pumping millions of gallons.



I-94 Lift Station on Hudson Blvd



GEOGRAPHIC INFORMATION SYSTEMS

Bolton & Menk, Inc. understands the increasing role Geographic Information Systems (GIS) plays in the management of organizational data. Bolton & Menk has successfully completed several GIS projects for public clients; our understanding of the details and real-world applications sets us apart from other firms.



Bolton & Menk provides the following core technical GIS services:

- GIS Project & Technical Management
- GIS Web Application Development
- Geospatial Data Collection
- ArcGIS Enterprise & Online Implementation
- Desktop GIS Customization
- Data Automation & Analysis
- UAV Services & Remote Sensing

Bolton & Menk's GIS group employs a team of Certified GIS Professionals (GISP), developers, and technicians with a variety of municipal and private sector GIS experience. We have used the industry leading Esri GIS software platform since 1999, which provides flexibility to integrate with many business systems and data sources. **We currently manage web GIS mapping applications and solutions for more than 100 communities and organizations.**

We propose to deploy a cloud-based GIS mapping system with ArcGIS Online for the City of Lake Elmo. **The setup of the system, initial deployment, and on-site city staff training will be completed at NO CHARGE.**



PROJECT COMMUNICATION

All our project communication is **customized for the project and audience**. Tools like preconstruction conferences, progress meetings, and on-site observations effectively **keep the lines of communication open with all project stakeholders**. We are experienced in collecting and providing project information. We use a variety of communication tools, depending on the project:

Project-Specific Newsletter

A project-specific newsletter is an excellent way to keep residents, businesses, and property owners informed of the status and schedule of a project, especially for long timelines.

Pop-Up Meetings

Pop-up meetings in the heart of the community offer great opportunities to get the word out about a project or gather public input. Our team can attend community events or set up booths at local hangouts where people naturally gather.

Social Media

Social media can serve as an efficient way to keep residents informed of project status and schedule.

Surveys

Another great way to gather input is through online surveys. We can create and post surveys on project web pages and promote them through multiple avenues including social media. Any survey results would be summarized and presented as reports to council staff.

Website

We can design and host project web pages on Bolton & Menk's website for Lake Elmo and its community members. These project web pages may include digital versions of the project newsletter, project schedules, detour information, construction updates, city ordinances, and project contacts.



Example Project Web Page



FUNDING FOR MUNICIPAL PROJECTS

FUNDING SOLUTIONS FOR INFRASTRUCTURE PROJECTS

Finding funding sources for municipal infrastructure projects can be a challenge at times. Bolton & Menk has the expertise to assist the City of Lake Elmo in this area with our knowledge of current programs, relationships with funding agencies, and a thorough understanding of application processes. We work diligently to identify and secure outside grants and low-interest loans from a variety of federal, state, and local agencies.

IDENTIFY GRANT OPPORTUNITIES

Bolton & Menk will assist Lake Elmo with identifying and pursuing applicable grant opportunities. We will identify programs and prepare and submit applications for grants through governmental agencies including Washington County, MnDNR, MPCA, DEED, MDH, FHWA, USDA, PFA, and MnDOT. Through our experience, we have established working relationships with these agencies regarding funding municipal projects.



23 PROJECTS

received direct appropriations from the 2020-2022 Bonding Bills



\$34M+

secured in Public Facilities Authority FY 2022 grant dollars

MANAGING BUDGETS

Bolton & Menk knows the importance of delivering a project on time and within budget. We have extensive internal quality controls to ensure staff efficiency 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 of Lake Elmo informed and continually monitor the schedule and budget. We are committed to delivering quality projects and affirm our ability to provide services within the requirements of Lake Elmo.

WE CARE

We consider projects from your perspective and treat you as a partner—because your best interest is our best interest.

POSITIONING YOUR PROJECT FOR SUCCESS

Many project funding opportunities have tight application deadlines and short project completion windows. We help position your project so it's ready to go when the time is right. CIPs will prioritize your needs and objectives to put you in a position to react quickly to new programs – an advantage in competitive funding pursuits.

FROM APPLICATION TO COMPLETION

We thoroughly understand the funding process and have the internal expertise to write effective grant applications. We know what works and what doesn't. We don't stop there. Once funding is secured, we can assist you with administrative services including environmental reviews, prevailing wage monitoring, document regulatory compliance, and project finalization and closeout.

Transportation Funding Impact

We have helped our clients secure over \$473 million in competitive funds, \$250 of that in the last 5 years, leveraging over \$1.1 billion in total project costs.



MS4 COMMUNITIES

Our staff is very familiar with MS4 NPDES requirements as we assist other communities in administering their permits. We are active in maintaining a professional relationship with Washington County, watershed districts, and other local, state, and federal agencies. We will meet with agencies on behalf of the City of Lake Elmo as required and attend annual informational meetings held by the MPCA, MDH, and BWSR in order to keep current on agency issues that may affect the city.



CONSULTING ENGINEER TRANSITION SERVICES



Change brings uncertainty as well as opportunity. When communities consider transitioning to a new consulting engineer, we make the process as smooth and easy as possible. Since 1949, we have successfully transitioned hundreds of communities. Each is different, and we quickly and efficiently prepare a personalized transition plan that fits each community just right.

We Invest in the Long Game

We invest time and resources early in our partnership; we know it is our job to get up to speed with your needs and priorities. **We immerse ourselves in your community to learn all we can about your projects, preferred methods of communication, and community vision.** Because we have ushered so many communities through the process, we know what questions to ask, what information to gather, and who to ask. We will do all the groundwork to get caught up with your previous city engineer, at **NO CHARGE** to you, providing instant value. You can then expect us to deliver services as if we were a member of your city staff.

**CHANGE CAN BE HARD;
WE MAKE IT EASIER**

We Ask Questions to Get It Right

Our initial—some say long—interview process gives us a better understanding of how you want services delivered. We ask and document your preferences for service delivery, your infrastructure concerns, and your community vision. Listening helps us proactively identify issues and opportunities, and **create solutions that support your community vision.**

Your community gets the benefit of our decades of experience, our comprehensive services, and our commitment to innovation. We work hard to make it so the only change you notice in your transition to Bolton & Menk is an improvement in services.

We recognize each project is yours, not ours. It is our mission to help you realize your vision. No matter what stage a project is in, we can pick it up from any other consultant and move it forward.



TRANSITION SCHEDULE FOR CITY ENGINEERING SERVICES

Our team at Bolton & Menk initiated the planning process for the Lake Elmo city engineering proposal back in April 2023, ensuring thorough preparation and a comprehensive understanding of the city's needs. All hours spent by our staff and technical experts, as detailed below, will be provided to the city at **NO CHARGE. ALSO WE WILL NOT CHARGE FOR GENERAL ENGINEERING SERVICES UNTIL APRIL 2024.** Timing assumes City Council designates the City Engineer at the December 5th meeting.

APRIL, 2023 – DECEMBER, 2023: FAMILIARIZATION PHASE

- Dive deep into the city's infrastructure system
- Review and understand existing utility mapping
- Review and understand Engineering Standards, Comprehensive Plan, Capital Improvement Plan, Water Supply Plan, Pavement Management Plan, Wellhead Protection Plan, and other publicly available information
- Attend and/or view all city council meetings, workshops, planning commission, and parks commission
- Review and understand current construction projects and developments
- Review and understand pertinent issues to the city, (e.g. PFAS treatment, WBL water level lawsuit, parks planning, private community sewer systems outside the MUSA, and utility extensions)

DECEMBER 2023: KICK-OFF & INITIAL ONBOARDING

- Initial meetings with city officials and key staff
- Obtain access to all relevant city systems and data storage
- Set up regular communication channels
- Understand preferred methods of communication
- Study projects in process
- Discuss ongoing projects with involved city staff and possibly contractors to understand the current state and future plans
- Receive all pertinent files from previous consulting firm, such as record plans, engineering reports, electronic files of city's system
- Data migration for new GIS mapping system begins

JANUARY 2024: DOCUMENT REVIEW

- Thoroughly go through pertinent city policies and ordinances relevant to engineering
- Address any clarifications with the city legal team or relevant officials
- Familiarize ourselves with other important documents pertinent to providing municipal engineering services
- Ensure we have all the necessary templates, guidelines, and other operational materials

JANUARY-FEBRUARY 2024: TECHNICAL EXPERT MEETINGS

- Meetings with the following subject matter experts will be set up individually with relevant city staff to facilitate a more comprehensive understanding of the city's infrastructure and future planning
 - Water and wastewater expert
 - Protective coating specialist (water tower maintenance)
 - Funding specialist
 - Traffic/transportation expert
 - Water resources expert
 - Project communication expert
- Water resources experts will also meet with Valley Branch Watershed District to establish the relationship and address any pertinent issues

MARCH 2024: INTEGRATION & SETUP

- Finalize transition, address any lingering concerns or questions, and ensure a smooth handover

APRIL 2024:

- First invoice to the city for General Engineering Services

PREVIOUS EXPERIENCE

CITY OF FOREST LAKE EXPERIENCE

In addition to the previously noted specific projects, Ryan, Jake, and their Forest Lake team accomplished an array of city projects, capital improvement plans, a GIS system, secured numerous grants, and were involved with many community activities. The following summarizes those recent accomplishments.

CITY PROJECTS - SINCE 2013

- Lift Station and Forcemain Improvements (30 lift stations with varying improvements)
- Headwaters Parkway and Fenway Avenue Intersection Improvements and Related Pedestrian and Street Lighting Facilities
- Hardwood Creek Regional Trail Connection at CR 50/TH 61 with Overhead Rectangular Rapid Flashing Beacon Pedestrian Flasher
- Multiple Utility and Street Assessment Project
- 2015 and 2018 Safe Routes to School Pedestrian Connection Improvements
- Multiple Municipal State Aid Street Improvements
- Clear Lake Water Quality Treatment Project
- Water Distribution Study/Water Supply Plan
- Wellhead Protection Plan Phase I and II
- Parks and Trails Master Plan
- Sewer Lining Improvements
- Annual Local Mill and Overlay and Seal Coating Projects
- Major Subdivisions (314 residential lots) and Site Development Reviews (40+)

CAPITAL IMPROVEMENT PLANS – 25 YEARS

- State Aid Street Plan
- Sanitary Sewer System
- Water System
- Stormwater System
- Local Street System Plan

MNDOT/WASHINGTON COUNTY COORDINATION PROJECTS

- TH 61/97 Intersection Improvements (Cooperative Agreement) and Related Pedestrian/Overpass Facilities
- I-35/35W/35E Unbonded Concrete Overlay and Bridge Replacements
- Washington County CIP (Identified and advocated for future county projects (CSAH 32, CSAH 33, CR 50))

GIS

- Built and Deployed GIS System
- Digitized Record Plans
- Provided Remote Access to City Staff and Personalized Applications
- Created GIS Application for Managing MS4 Compliance
- Performed GPS Data on Utility Infrastructure for High Accuracy Mapping
- Performed Insurance Service Office Analysis for Forest Lake Fire Department

GRANTS

- Transportation Alternatives Program/Safe Routes to School (2018) - \$789,500
- BWSR Clean Water Fund (Forest Lake School District Water Reuse) (2017) - \$631,250
- Local Road Improvement Program (Headwaters Parkway and Fenway Avenue Improvements) (2017) - \$750,000
- RCWD Clear Lake Fund (Clear Lake Study) (2017) - \$32,910
- RCWD Clear Urban Stormwater Remediation Cost Share Program (Flood Relief Project) (2017) - \$24,800
- RCWD Clear Urban Stormwater Remediation Cost Share Program (Forest Road Water Quality Structure) (2016) - \$50,000
- Clear Lake Association (Forest Road Water Quality Structure) (2016) - \$5,000
- Metropolitan Council Comprehensive Plan Updated Grant (2016) - \$32,000
- DNR Local Trail Connection (Hardwood Creek Trail Connection at CR 50) (2016) - \$150,000
- MnDOT Landscape Partnership Program Phase I and II (2015 and 2016) - \$20,000
- MCES Municipal Inflow and Infiltration Grant (2016 and 2020) - \$302,725
- Water Efficiency Grant (2016, 2020, 2022) - \$91,300
- BWSR Clean Water Fund (Clear Lake Water Quality Improvements) (2014) - \$382,000
- Wellhead Protection Plan Phase 1 (2015) - \$5,510
- Safe Routes to School (2015) - \$576,200

COMMUNITY INVOLVEMENT

- Forest Lake High School Curriculum Development – Stormwater Reuse Project
- Forest Lake High School – Professional Development Presentation for Students
- Member of Forest Lake Chamber of Commerce
- Forest Lake Rotary
- Forest Lake Area Chamber Golf Event Sponsor
- Frosty Sponsor FLake Festival
- Lake Fest Sponsor/Lake Fest 5K Participation
- Forest Lake Rotary Winter Plunge – Participation and Sponsorship
- Forest Lake Easter Egg Hunt – Sponsor
- Northern Lights Paddle, Yoga, and Music Festival – Sponsor



WASHINGTON COUNTY HIGHWAY DEPARTMENT

Through our work in other communities, Bolton & Menk has completed school safety studies, pedestrian crossing studies, preliminary design of new roadway alignments, and access management studies in Washington County. We have established solid, professional relationships with Washington County staff, enabling us to solve complex transportation issues in a collaborative

and cooperative manner. In addition, Jake and Ryan have worked closely with Washington County on a number of projects, including the following:

- Forest Lake Downtown Roundabout
- CR 50 Intersection Improvements
- Hardwood Creek Trail Pedestrian Overpass at Broadway Avenue and 11th Avenue SW
- Multiple trail connection projects to Hardwood Creek Regional Trail
- CSAH 32 Overpass/Intersection Improvements
- CSAH 4 Reconstruction
- Long-term Capital Improvement Planning
- CR 91/Hwy 97 Intersection Improvements
- CSAH 33 Pedestrian and Safety Improvements



DEPARTMENT OF TRANSPORTATION

MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)

Bolton & Menk has a great deal of experience working with MnDOT all over Minnesota but also locally in Washington County. In the past 10 years, Bolton & Menk has worked jointly with MnDOT to complete more than 40 construction projects within its client communities. Bolton & Menk staff and MnDOT have worked closely on proper transportation planning in and

around the communities we represent. Bolton & Menk has been successful in obtaining state and federal funding for its client communities by tailoring project elements to best fit the program's objectives and by building support within MnDOT prior to the formal solicitation process. In representing our communities as city engineer within the state, we have established a solid working relationship with MnDOT staff.

In addition, Jake and Ryan bring extensive experience with MnDOT working right in Washington County, specifically on the following projects:

- I-35 North Metro Split from Lino Lakes to Forest Lake
- Hwy 97/11th Street SE Intersection Improvements
- TH 61 and Hwy 97 Intersection Improvements with Pedestrian Bridge
- Goodview Avenue/8th Street/Hwy 97 ICE Study
- Hwy 97 Access Management Study
- Hwy 95 Retaining Wall Repair
- Hwy 95 Conveyance
- TH 61 Aesthetics and Water Quality Planning Study
- Everton Avenue/TH 97 Intersection and Signal Improvements
- Fenway Avenue/TH 97 Intersection and Signal Improvements
- Headwaters Parkway/TH 61 Intersection and Signal Improvements
- Hwy 97 & Goodview Ave Intersection Improvements

PROJECT EXPERIENCE

COMPLEX PROJECT EXAMPLES

Bolton & Menk has the ability to effectively and responsibly partner with Washington County, MnDOT, and local watershed districts on projects for the City of Lake Elmo. Our firm has worked on numerous municipal projects that involve multiple governmental agencies. This experience is essential in understanding each agency's perspectives and needs. We understand the processes required in completing a successful project, building upon this experience and trusted relationships to ensure the city's objectives and needs are achieved through collaboration and consensus building—all of this while completing projects on time and within budget. The following pages detail some of our complex municipal project experience

15TH STREET SW REHABILITATION

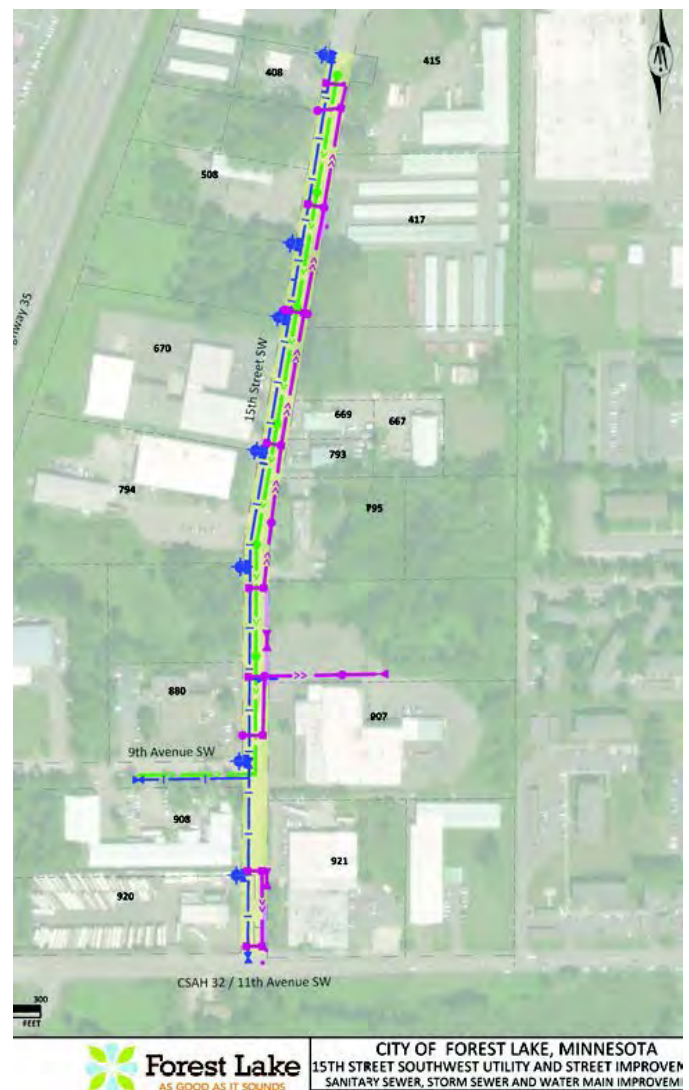
City of Forest Lake, Minnesota

The 15th Street SW Utility and Street Improvement project is located in a light industrial and business district within Forest Lake. The project included replacing the existing sanitary sewer, and watermain and reconstructing 2,400 LF of street from a rural to an urban section. Storm sewer and bio-filtration basins were constructed to meet the requirements of the watershed district.

The project was financed from the city's Municipal State Aid Fund, Sanitary Sewer Utility Fund, Water Utility Fund, Metropolitan Council Inflow and Infiltration Grant, and the Minnesota Board of Water and Soil Resources Local Road Replacement Program for Wetland Replacement. Special assessments were also levied against the benefiting parcels for street and stormwater improvements in accordance with the city's assessment policy.

The project required close coordination with the business owners in both the preliminary and construction stages. Preliminary meetings were held with stakeholders to discuss project impacts and understand individual needs. During construction a resident project representative was on-site to coordinate with owners during the various construction stages.

The street improvements were designed to meet MnDOT State Aid Division requirements; the city used the 429 process for special assessments. The project also required coordination with the private utility owners for relocation work. Additionally, Washington County and Comfort Lake/Forest Lake Watershed District approvals were required.



DOWNTOWN IMPROVEMENTS

City of Chisago City, Minnesota

At Bolton & Menk, we took the lead in the revitalization of Chisago City's downtown area, addressing its streets, sidewalks, street lights, and park. Simultaneously, we undertook the reconstruction of Chisago City's streetscape. Using two separate internal teams, we efficiently designed and coordinated both projects. By bidding the projects as one, we achieved significant savings for both the city and county. The funding was sourced through the 429 assessment process and supplemented with the city's State Aid funds. Jake was pivotal throughout. He expertly designed and managed the city's State Aid plan and coordinated seamlessly with the county's efforts. His rigorous management ensured adherence to budgets, timelines, and stakeholder satisfaction. One of our main challenges was preserving business access during construction, which we successfully managed through careful planning.



CLEAR LAKE WATER QUALITY PROJECT

City of Forest Lake, Minnesota



Under tight deadlines, Bolton & Menk presented a new design concept to increase pollutant removal through an innovative treatment train approach with multiple uses of iron enhanced sand filtration technology. A flow diversion channel, rock gabion weir with iron enhanced sand filtration core, bioretention floodplain, and perched iron enhanced sand filter maximized the opportunity for runoff treatment. A total phosphorus reduction goal of 140 pounds per year was established, with the project providing more than 70 percent of that goal.

This project has become the gold standard for how the city intends to manage stormwater. Investing in these innovative projects will continue to protect valuable water resources, reduce further degradation of the nearly impaired resources, and eliminate the need for lengthy and costly lake restoration projects in the future. This project received the 2015 Environmental Stewardship Award from the American Public Works Association and an Honor Award from the American Council of Engineering Companies.



REFERENCES

Our success with cities like Lake Elmo serves as a testament to our creativity, sound engineering, planning and related services, customer service, and long-term investment. In addition to our technical expertise, we are committed to client satisfaction. Bolton & Menk excels in responsiveness. We listen to understand the unique needs of the city. We also recognize that residents and business owners in Lake Elmo are clients of ours as well; effective communication with them is critical to project success.

Bolton & Menk provides ongoing municipal engineering services to more than 300 communities in Minnesota and serves as the designated consulting city engineer for more than 150 communities. For confidentiality purposes, we prefer not to publish a comprehensive list of clients, but would gladly share that information with you on a more private basis.

CITY ENGINEERING SERVICES



CITY OF FOREST LAKE
POPULATION: 20,857
Reference:
 Patrick Casey
 City Administrator
 651-209-9750
 patrick.casey@ci.forest-lake.mn.us



CITY OF WACONIA
POPULATION: 13,384
Reference:
 Shane Fineran
 City Administrator
 952-442-3100
 sfineran@waconia.org



CITY OF BUFFALO
POPULATION: 16,678
Reference:
 Taylor Gronau
 City Administrator
 763-684-5406
 taylor.gronau@ci.buffalo.mn.us



CITY OF CHISAGO CITY
POPULATION: 5,649
Reference:
 John Pechman
 City Administrator
 651-257-4162
 jpechman@ci.chisago.mn.us



FRANCONIA TOWNSHIP
POPULATION: 1,800
Reference:
 Owen Kuhnly
 Township Chairman
 651-324-1597
 mercmx@hotmail.com

CONSULTANT ENGINEERING SERVICES



CITY OF OAKDALE
Reference:
 Jesse Farrell
 City Engineer
 651-730-2730
 jesse.farrell@oakdalemn.gov



CITY OF WOODBURY
Reference:
 Tony Kutzke
 City Engineer
 651-714-3593
 tony.kutzke@woodburymn.gov



CITY OF COTTAGE GROVE
Reference:
 Jennifer Levitt
 City Administrator
 651-458-2890
 jlevitt@cottagegrovemn.gov



CITY OF STILLWATER
Reference:
 Shawn Sanders
 Director of Public Works
 651-430-8835
 ssanders@ci.stillwater.mn.us



DISCLOSURES AND ASSURANCES

APPLICANT AUTHORITY

The signatory making representations in our submittal has the authority to do so and to bind the firm to a contract.

ERRORS AND OMISSIONS

Bolton & Menk maintains professional liability insurance coverage, including errors and omissions, with an aggregate limit of \$10 million. Documentation of current insurance coverage and limits, including professional liability insurance, has been provided in the appendix, as requested in the RFP.

CONFLICT OF INTEREST

Our team recognizes the importance of our client relationships and is committed to working with all our clients to minimize actual or perceived conflicts. In providing engineering services to **more than 300 communities**, Bolton & Menk will occasionally represent clients with competing interests. We have successfully represented the best interests of all our clients by providing internal separation of the work performed. **We will refrain from providing services for developers** working within the city to avoid any concerns or appearance of impropriety. Generally, the developers work through the city for plan review and construction. We will support the city and assist as requested.

PROPOSAL CONTRACT FORM

Bolton & Menk has provided a proposed contract form in the appendix.





APPENDIX

Insurance Certificate.....	1
Proposed Contract Form.....	2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	CONTACT NAME: Mary Portner, CISR PHONE (A/C, No, Ext): (507) 388-2010 FAX (A/C, No): (507) 388-5492 E-MAIL ADDRESS: Mary.Portner@bbrown.com
INSURED Bolton and Menk, Inc. Bolton & Menk Southeast, LLC 1960 Premier Dr Mankato MN 56001	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023-24 Bolton**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E50852	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6J50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6H50852	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability E&O Deductible \$25,000			AEH114019718	12/31/2022	12/31/2023	Per Claim Limit \$5,000,000 Aggregate Limit \$10,000,000 Retro Active Date 12/31/1997

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Elmo 3800 Laverne Ave. N. Lake Elmo MN 55042	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGREEMENT FOR DESIGNATED CITY ENGINEER 2023

PUBLIC CLIENT and BOLTON & MENK, INC.

This Agreement, made this 5 day of December, 2023, by and between CITY OF LAKE ELMO, 3880 LAVERNE AVE N, LAKE ELMO, MN, 55402, ("CLIENT" or "City"), and BOLTON & MENK, INC., 3507 HIGH POINT DRIVE N, BLDG 1 SUITE E130, OAKDALE, MN 55128, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services for: 1) general municipal engineering matters, including designation of a licensed professional engineer for CLIENT'S City Engineer position, and 2) various project specific assignments or tasks; and whereas the CONSULTANT agrees to furnish the necessary professional services required and assigned as needed by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various professional general and project engineering services as described in Exhibit I –
- B. GENERAL AND DESIGNATED CITY ENGINEER SERVICES
 - 1. The CONSULTANT shall serve in the position as City Engineer under the direction of the City Administrator and provide the following City Engineer Services.
 - a. The CONSULTANT agrees to assign an experienced licensed professional engineer from its staff to be the designated City Engineer and perform the required services and to provide such other staff as may be appropriate or necessary to complete requested services.
 - b. For calendar year 2024, CONSULTANT and CITY hereby designate and appoint Jacob D Guzik, P.E. as the designated City Engineer.
 - c. Except as may be otherwise specifically required for oversight and administration of CLIENT'S state aid transportation program, the term "City Engineer" as used herein shall refer to the designated City Engineer or the CONSULTANT staff performing requested services under the direct supervision of the designated City Engineer.
 - 2. The City Engineer shall attend City staff meetings as requested and shall assist CLIENT staff on engineering related issues.
 - 3. As requested by CLIENT staff, the City Engineer shall attend City Council meetings, and other meetings.
 - 4. The City Engineer shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved.
 - 5. General and Designated City Engineer Services shall be compensated on the following basis:

- a. General and Designated City Engineer compensation will be made as set forth in Section III.A on a retainer *basis*. Compensation for Designated City Engineer shall be at the rate \$130/hour as shown in the Schedule of Fees attached hereto as Schedule 1.
 - b. General and Designated City Engineer Services assigned in Section I.B to CONSULTANT staff other than the Designated City Engineer, will be compensated as Additional Services on an hourly basis at the Schedule of Fees rates referenced in III.A.1, unless separate compensation is expressly set forth in I.B.5.a or III for such General and Designated City Engineer Services performed by CONSULTANT staff other than the Designated City Engineer.
6. The City Engineer shall provide professional and technical oversight, but not direct employee supervision, of CLIENT engineering staff relative to the CLIENT'S improvement program, including but not limited to assistance with preparation of improvement reports; review of and assistance with improvement plans and bidding documents; assistance with construction contract administration. CLIENT retains all employer and supervisory responsibilities over its employees affected by this paragraph and will coordinate communications and assigned duties between the CONSULTANT and CLIENT'S employees.
 - a. Nothing in paragraph I.B.6 is intended or should be construed in any manner as creating or establishing an employment or supervisory relationship between the CONSULTANT and CLIENT or any CLIENT employees for which the City Engineer may provide professional and technical oversight. CLIENT waives all claims against CONSULTANT arising from the performance or non-performance of CLIENT employees.
7. The City Engineer shall serve as City's official designated representative for administration of municipal state aid transportation funding and shall be authorized to perform such duties as may be normally required of the designated City Engineer by the office of Minnesota Department of Transportation State Aid. The City Engineer shall coordinate all activities with the City Administrator and shall not be authorized to expend state aid funds without consultation with and authorization by the City Administrator or the Administrator's staff designee.
8. Other specific assigned duties of City Engineer under this agreement.

C. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as "Project Specific Services" by separate Task Order or Addendum for each assignment and in connection with each proposed project (each referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
2. Scope, schedule and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.

3. Project Specific Services shall be compensated in accordance with Section III.A1 and as expressly set forth in the applicable Task Order or Addendum for such Services.

D. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, Additional Services may also be authorized as described in Paragraph IV.B. Additional Services as outlined in Section I.D and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.A.1.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use pursuant to this Agreement. Such information shall include, but is not limited to: boundary surveys, topographic surveys, utility information, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the

CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees attached hereto as Schedule 1.
2. The attached Schedule of Fees shall apply for services provided through December 31, 2028. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.D and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph III.A.6 will be invoiced separately, and include, but are not limited to: large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

A. 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 the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement or any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation as set forth below) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees

and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.

2. General Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. For those services provided by the CONSULTANT while serving in the role of designated City Engineer under Section I.B of this Agreement, including professional and technical oversight or supervision of CLIENT staff, the CLIENT shall, to the fullest extent permitted by law and in addition to any other requirements of this Agreement, indemnify and hold harmless the CONSULTANT from and against any claims, costs, losses and damages to the same extent as CLIENT would indemnify and hold harmless a CLIENT employee providing similar City Engineer services.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies to the extent permitted by CONSULTANT's insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of General and Designated City Engineer Services or any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-

site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five (5) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For Cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, "Cause" includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice of termination for cause will not terminate under this paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV.H.

6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of the date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURES FOLLOW.]

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Lake Elmo

CONSULTANT: Bolton & Menk, Inc.

Cost Proposal for
**GENERAL ENGINEERING
SERVICES**

City of Lake Elmo, Minnesota

October 18, 2023

THE CITY OF
LAKE ELMO



Contact:

👤 Jake Guzik, PE
☎ 612-965-2021
✉ Jacob.Guzik@bolton-menk.com

3507 High Point Drive North | Bldg. 1 - Suite E130 | Oakdale, MN 55128
651-704-9970 | Bolton-Menk.com



**BOLTON
& MENK**

Real People. Real Solutions.

FEES

BASIS FOR COMPENSATION

Bolton & Menk takes pride in tailoring our engineering services to meet the specific goals and expectations of city council and staff. The extent and variety of our municipal engineering experience along with a comprehensive understanding of local government dynamics separates us from our competition. The following are descriptions of key items and a proposed fee structure that Bolton & Menk will provide the City of Lake Elmo. Our approach to providing engineering services to the City of Lake Elmo can be subdivided into three general categories:

- General engineering services
- Project-specific engineering services
- Private development engineering services

Under this proposal, general engineering services will be completed for \$26,400/year (\$2,200/month). **This fee is guaranteed for five years and first invoice will not be sent until April 2024.** This proposal assumes that project-specific engineering services are all completed by Bolton & Menk.

GENERAL ENGINEERING SERVICES

General engineering services are the professional service needs that arise within a community on a day-to-day basis and are typically not associated with a specific project. Typically the projects that fall into this category do not require the preparation of detailed plans and specifications and are usually funded by the general fund. We also understand city staff can sometimes be hesitant about requesting information or asking questions of their consultant city engineer for concern of receiving significant or unexpected bills for these day-to-day services. With this in mind, we understand the need to minimize these costs while maximizing the benefit to the client.

ROUTINE CITY ENGINEERING SERVICES

- Office hours as requested by city council
- Attend city council, work session, developer meetings, and other city meetings as needed
- Assist city staff on engineering related issues
- Act as the city's liaison with other agencies
- Capital improvement planning (short- and long-range)
- Respond/meet with property owners
- Review/evaluate suggested revisions to existing fee schedules, assessment policies, and utility rates
- Identification of grant and funding opportunities for city priorities
- Advise city of current trends and policy formulation
- Coordinate updates to engineering standards

TRANSITION COSTS: All work associated with transitioning from the city's current engineering firm will be provided at **NO CHARGE**. This work includes familiarizing ourselves with the city's infrastructure system, existing base mapping, projects in-process, pertinent city policies and ordinances, and other issues and documents pertinent to providing municipal engineering services.

REIMBURSEMENT FOR EXPENSES: Mileage, basic reproduction of documents, CAD/computer usage, field supplies/survey stakes and equipment, GPS/robotic survey equipment, and faxed documents will be provided at **NO CHARGE**.

TRAVEL: All travel time for Bolton & Menk personnel from their office to the City of Lake Elmo for performance of general engineering services will be provided at **NO CHARGE**.

TECHNICAL EXPERT: At **NO CHARGE** to the city, we will provide a technical expert to initial coordination meetings between agencies on projects relevant to Lake Elmo. For example, we will provide a transportation engineer, in addition to the city engineer, to coordinate with MnDOT and Washington County regarding the Lake Elmo Ave & Highway 36 interchange project.

PROJECT-SPECIFIC ENGINEERING SERVICES

For project-specific engineering services, we propose that a project scope and fee proposal be developed to define the scope of services and the associated fees for project-specific work. A listing of the typical scope of services associated with a public improvement project is as follows:

- Design surveys
- Preliminary engineering/feasibility reports
- Public hearing presentations
- Plan and specification development
- Project bidding and award administration
- Construction engineering
- Contract administration
- Construction observation and staking
- Preparation of preliminary and final assessment rolls
- Project close-out
- Record drawings (as-builts)
- Project-specific communication and correspondence
- Project-specific meeting attendance

If during the course of work conditions arise to cause the scope of services to increase, any proposed increase to the engineering budget would be reviewed with the city, and authorization would be obtained in advance before proceeding with additional work.

GIS MAPPING SYSTEM

Additionally, we propose to deploy a **cloud-based GIS mapping system with ArcGIS Online for the City of Lake Elmo**. The ArcGIS Online cloud-based platform will allow for Bolton & Menk to manage the city's GIS data and applications. Our GIS staff would use available GIS information stored in the city's current software. Our GIS staff will develop a fully web-based GIS application on the ArcGIS Online platform for city staff access. **ArcGIS Online is an ideal platform for a multi-agency editing scenario, it will allow city staff as well as our GIS staff to share in data editing.** It will also allow for the city to deploy additional applications and solutions intended for public consumption and targeted department data collection. Some examples of the public applications may include Story Maps, Citizen Problem Reporting, and other web-based viewing applications.

The setup of the system, initial deployment, and on-site city staff training will be completed at NO CHARGE.

There is an annual license fee to be paid directly to Esri, which typically is around \$1,000. This GIS system represents a value of \$40,000 to the City of Lake Elmo and all GIS data contained within will belong to the city.

PRIVATE DEVELOPMENT ENGINEERING SERVICES

For engineering services associated with development-funded projects, where a development agreement exists, we propose each project be reviewed with city staff and/or council so a thorough and accurate scope of services can be developed and the appropriate level of services to be provided is defined. We would anticipate all such costs associated with development driven projects will be the responsibility of the developer either as identified in the development agreement or by established city fees. All private development projects will be accounted and invoiced separately for ease of pass-through billing by the city to the developer.

Under this scenario, our services will still be provided under the contract between the city and our firm. Bolton & Menk will work only for the City of Lake Elmo, or on behalf of the city, unless specifically directed by the city to provide private development engineering services to the developer.

FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The project specific fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

General Engineering	Hourly Billing Rates
Jake Guzik, PE - Consultant City Engineer	\$130*
Brian Bachmeier, PE - Assistant City Engineer	\$145*
Ryan Goodman, PE - Client Principal-in-Charge	\$160*
*These rates apply only to the monthly retainer, not-to-exceed \$2,200, which is guaranteed for five (5) years. If tasks exceed the retainer amount, no additional charges will be invoiced to the City of Lake Elmo.	
Project Specific and Private Development Engineering	Hourly Billing Rates
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$160-198
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$115-198
Project Manager (Incl. Survey, GIS, Landscape Architect)	\$145-195
Project Engineer/Surveyor/Planner/GIS/Landscape Architect	\$115-185
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$100-178
Specialist (Natural Resources; GIS; Traffic; Graphics; Other)	\$95-198
Senior Technician (Incl. Construction, GIS, Survey ¹)	\$110-195
Technician (Incl. Construction, GIS, Survey ¹)	\$90-165
Administrative/Corporate/Specialists	\$75-120
Structural/Electrical/Mechanical/Architect	\$120-175
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

1 No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

Detailed Cost Estimate

Client: City of Lake Elmo, Minnesota Project: Sample RFP Project Estimate		Bolton & Menk, Inc.											
Task No.	Work Task Description	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Survey Manager	Surveyor	Senior Inspector	Resident Project Representative	Graduate Surveyor	Admin/Coordination	Totals	Costs

PHASE 1 - FEASIBILITY STUDY PHASE

1.0 Discovery													
1.1	Meet with City Staff	3										3	\$486.00
1.2	Public Open House	2	2		2							6	\$1,004.00
Subtotal Hours - Task 1		5	2	0	2	0	0	0	0	0	0	9	\$1,490.00
2.0 Feasibility Study													
2.1	Request for Soil Borings	1		1	2							4	\$634.00
2.2	Estimate Project Costs	4	1	8	5							18	\$3,060.00
2.3	Figure Drafting	1		4	8							13	\$2,050.00
2.4	Report Writing	24	1	4	8						2	39	\$6,204.00
Subtotal Hours - Task 2		30	2	17	23	0	0	0	0	0	2	74	\$11,948.00
3.0 Public Improvement Hearing													
3.1	Power Point Preparation	2									3	5	\$669.00
3.2	Public Improvement Presentation	2										2	\$324.00
Subtotal Hours - Task 3		4	0	0	0	0	0	0	0	0	3	7	\$993.00
Average Hourly Rate		\$162	\$198	\$142	\$192	\$181	\$177	\$127	\$125	\$115			
SUBTOTAL: PHASE 1 - FEASIBILITY STUDY		39	4	17	25	0	0	0	0	0	5	90	\$14,431.00

PHASE 2 - PLANS & SPECIFICATIONS

4.0 Topographic Survey													
4.1	Control Points					1	4					5	\$916.00
4.2	Topographic Survey	1			2	5	32					40	\$7,198.00
4.3	Prepare Base Files				2					4		6	\$784.00
Subtotal Hours - Task 4		1	0	0	4	6	36	0	0	4	0	51	\$8,898.00
5.0 Design													
5.1	Existing Conditions	2		2	4							8	\$1,268.00
5.2	Preliminary & Final Plans	8	1	40	105							154	\$23,924.00
5.3	Specifications	8		20	10							38	\$6,476.00
5.4	Contract Documents	2			4						10	16	\$2,042.00
5.5	Plan Review	2	1	4	8							15	\$2,410.00
5.6	Permits	1		1	3							5	\$776.00
5.7	Opinion of Probable Costs	4		8	4							16	\$2,720.00
Subtotal Hours - Task 5		27	2	75	138	0	0	0	0	0	10	252	\$39,616.00
6.0 Bidding Administration													
6.1	Advertisement for Bid	1	1								1	3	\$475.00
6.2	Answer Bidder's Questions	2										2	\$324.00
6.3	Issue Addenda	1		2								3	\$538.00
6.4	Bid Opening and Tabulation	1	1								2	4	\$590.00
6.5	Letter of Award Recommendation	1	1								1	3	\$475.00
Subtotal Hours - Task 6		6	3	2	0	0	0	0	0	0	4	15	\$2,402.00
Average Hourly Rate		\$162	\$198	\$188	\$142	\$192	\$181	\$177	\$127	\$125	\$115		
SUBTOTAL: PHASE 2 - PLANS & SPECIFICATIONS		34	5	77	142	6	36	0	0	4	14	318	\$50,916.00

Detailed Cost Estimate

Client: City of Lake Elmo, Minnesota Project: Sample RFP Project Estimate		Bolton & Menk, Inc.											
Task No.	Work Task Description	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Survey Manager	Surveyor	Senior Inspector	Resident Project Representative	Graduate Surveyor	Admin/Coordination	Totals	Costs

PHASE 3 -FIELD REVIEW/INSPECTIONS

7.0 Construction Services													
7.1	Construction Administration	16	1		4							21	\$3,358.00
7.2	Field Staking				8		60					68	\$11,996.00
7.3	Construction Observation Support	2			2			20	280			304	\$39,708.00
Subtotal Hours - Task 7		18	1	0	14	0	60	20	280	0	0	393	\$55,062.00

8.0 Project Closeout													
8.1	Final Project Review	2						2	8			12	\$1,694.00
8.2	Obtain Record Information	2			2			2	2			8	\$1,216.00
8.3	Record Drawings	1		2	4			2	30			39	\$5,270.00
Subtotal Hours - Task 8		5	0	2	6	0	0	6	40	0	0	59	\$8,180.00

9.0 Assessment Hearing													
9.1	Prepare Assessment Roll	2	1								3	6	\$877.00
9.2	Power Point Preparation	2									1	3	\$439.00
9.3	Public Improvement Presentation	2										2	\$324.00
Subtotal Hours - Task 9		6	1	0	0	0	0	0	0	0	4	11	\$1,640.00
Average Hourly Rate		\$162	\$198	\$188	\$142	\$192	\$181	\$177	\$127	\$125	\$115		

SUBTOTAL: PHASE 3 - FIELD REVIEW/INSPECTIONS		29	2	2	20	0	60	26	320	0	4	463	\$64,872.00
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Total Hours	102	11	96	187	6	96	26	320	4	23	871		
Average Hourly Rate	\$162	\$198	\$188	\$142	\$192	\$181	\$177	\$127	\$125	\$115			
Subtotal	\$16,524	\$2,178	\$18,048	\$26,554	\$1,152	\$17,376	\$4,602	\$40,640	\$500	\$2,645			
TOTAL ENGINEERING FEE - PHASE 1-3: \$130,219.00													

*The average hourly rates include labor, general business, and other normal and customary expenses associated with operating a professional business. The above rates include vehicle & personal expenses, CAD/computer usage, routine photo copying/reproduction, mileage, telephone, field supplies, survey stakes, equipment and routine expendable supplies.

**Typical costs incurred by the city that are not included herein include legal, administrative, ROW/Easement acquisition, finance, permit fees, contingency and geotechnical services.