

To: Goodhue County Board of Commissioners
From: Megan Smith, Land Use Management Director
Mtg. Date: September 15, 2026
Re: Consider construction management contract with Bolton and Menk

Attachment:

1. Proposal for Services from Bolton and Menk for construction observation at the Kullman retaining wall encroachment project

Summary:

Staff is presenting the County Board with a proposal for services from Bolton and Menk, who would provide the County with construction oversight services for the Kullman retaining wall encroachment project. The project is set to start on Oct 5th, 2026, and is located primarily on County park land as part of Lake Byllesby Goodhue County Park. The cost of services would be billed hourly and would not exceed \$17,700.

Background:

At the July 21, 2026, County Board meeting, the Board approved a construction contract for County enforcement actions related to the removal of retaining walls and other unpermitted encroachments on County property. Since the bulk of the work will be on County land, it is recommended that a County employee or agent of the County be engaged in the project, and at the job site performing routine check ins and inspections. Due to other ongoing construction projects, all current staff are tied up and assigned to other projects. Therefore, Land Use staff is recommending outside assistance from Bolton and Menk.

Primary services include: site visits, construction observation, punch list preparation, substantial completion inspections, engineering and plan review support, and overall project management.

Requested Action:

Approved a contract with Bolton and Menk for construction observation services in an amount not to exceed \$17,700



**BOLTON
& MENK**

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September 9, 2026

Megan Smith
Land Use Management Director
Goodhue County
509 W. 5th Street
Red Wing, MN 55066

RE: Proposal for Kullman Retaining Wall Construction Observation
Goodhue County, MN

Megan,

We appreciate the opportunity to submit a proposal to Goodhue County for construction observation services for the Kullman Retaining Wall project.

The attached work scope and fee estimate describes our proposal in detail. If you have any questions regarding this proposal, please feel free to contact me at 507-381-7511 or brian.malm@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Brian Malm, P.E.

Municipal Practice Leader | Principal

PROJECT UNDERSTANDING

Bolton & Menk understands Goodhue County has awarded a contract for the construction of the Kullman Retaining Wall project to Fitzgerald Excavating & Trucking and is requesting that Bolton & Menk provide a Construction Project Representative to perform limited contract administration and construction observation services for the project. The project generally consists of removal of the existing retaining wall, excavation and grading, installation of a modular block retaining wall and associated drainage features, erosion control measures, and site restoration. Construction is anticipated to occur between October 5, 2026 and October 31, 2026.

SCOPE OF WORK

Bolton & Menk will provide construction observation and limited contract administration services during construction of the project. Services will be performed on an intermittent basis and focused on critical construction activities rather than full-time site representation. The work will include the following:

Task 1: Project Management, Administration, and Engineering Support

- Provide overall project management, client coordination, and oversight of construction administration and observation services.
- Provide engineering support and consultation to construction observation staff regarding interpretation of plans and specifications, contractor inquiries, field conditions, and construction-related issues.
- Coordinate technical review and response to requests for information, proposed modifications, and other construction contract matters.
- Provide senior engineering oversight and guidance as needed throughout the construction phase.
- Attend and facilitate a preconstruction conference with the County and Contractor.
- Review project schedule and sequencing with the Contractor.
- Serve as the primary point of contact regarding interpretation of plans and specifications.
- Coordinate communications between the County and Contractor.
- Review contractor requests for information and provide responses or recommendations.

Task 2: Construction Observation

Bolton & Menk will provide periodic site visits during active construction to observe progress and general conformance with the plans and specifications.

Observation efforts are anticipated to focus on:

- Erosion and sediment control installation.
- Excavation and subgrade preparation.
- Retaining wall foundation preparation.
- Leveling pad construction.
- Drainage aggregate and geotextile installation.
- Modular block wall installation.
- Backfill placement and compaction operations.
- Riprap installation.
- Final grading and site restoration.

Services will include:

- Monitoring construction progress.
- Identification of apparent non-conforming work.
- Communication of observed issues requiring corrective action.
- Coordination with the Contractor regarding upcoming work activities.
- Review material certifications, shop drawings, and supplier documentation required by the contract documents.
- Maintain project records related to construction observation activities.
- Prepare observation reports summarizing site visits and significant project activities.
- Maintain photographic documentation of construction progress as appropriate.

Task 3: Project Closeout

- Conduct a substantial completion inspection.
- Prepare a punch list of incomplete or corrective items.
- Conduct a final inspection following completion of punch list work.
- Review closeout documentation submitted by the Contractor.
- Provide recommendations regarding final acceptance of the project.

ADDITIONAL SERVICES

Bolton & Menk can provide the following additional services, if requested by the County.

- Review and process contractor pay applications.
- Review requests for contract modifications, if necessary, and prepare supporting documentation and recommendations for County review
- Review final pay application and final quantities.

COMPENSATION

Bolton & Menk will provide the services described above on an hourly basis for an estimated fee of \$17,700.

This fee is based on the following estimated level of effort:

- Approximately 10 site visits (estimated 60 hours) for construction observation, punch list preparation, and substantial and final completion inspections
- Approximately 9 hours of engineering support
- Approximately 15-20 hours of project management and administration time (shop drawing review, materials certification review, punch list, project closeout documentation review, etc.)

Additional services beyond the scope described above will be performed upon authorization from the County and billed in accordance with our standard hourly rates.

ASSUMPTIONS

The following assumptions have been made in developing this scope and fee:

1. Services are based on intermittent construction observation and not continuous full-time inspection.
2. Contractor is expected to complete the work between October 5, 2026 and October 31, 2026.

3. Proposal includes attendance at one preconstruction meeting, one substantial completion inspection, and one final inspection.
4. Proposal assumes construction progresses in accordance with the Contractor's anticipated schedule.
5. Additional services caused by schedule delays, claims, redesign, extensive reinspection, unforeseen site conditions, or contractor performance issues will be billed as additional services.

ACCEPTANCE OF PROPOSAL

Goodhue County:

Name: _____

Title: _____

Signature: _____

Date: _____

BOLTON & MENK

2026 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 fee schedule shall apply for the period through December 31, 2026. 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 out of town travel expenses, long travel distances, 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.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Two-Man Survey Crew	\$260-310
One-Man Survey Crew	\$175-210
Specialist*	\$100-216
Practice Expert**	\$125-349
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment ¹	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.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

Terms of Proposal Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

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

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

F. Utilities: Unless otherwise explicitly stated in the

proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI 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 BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI.

Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

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

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."