

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered into this day of December 16, 2016

Between: Bassett Creek Watershed Management Commission  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
(hereinafter called "CLIENT")

And: Wenck Associates, Inc.  
1800 Pioneer Creek Center  
P.O. Box 249  
Maple Plain, Minnesota 55359-0249  
(hereinafter called "WENCK")

( and together "the Parties")

Witnesseth that the Parties hereto agree, each with the other, as follows:

1. PROJECT

This Agreement pertains to the provision of engineering services for the Proposal for the Bassett Creek Watershed Outlet Monitoring Services dated December 6, 2016 hereinafter called the "Project".

2. SCOPE OF SERVICES

The services to be performed by WENCK for the Project are set forth in WENCK's proposal referred to as the "2017 Bassett Creek Watershed Outlet Monitoring Program Services" (collectively, the "Services"). The Services may be modified by a written, mutually agreeable Change Order. WENCK shall provide the Services as an independent contractor.

3. COMPENSATION

Compensation shall be paid for the Services actually provided in accordance with the WENCK's proposal. The Project will be invoiced on a monthly basis for professional time completed and expenses incurred with a 0% mark-up. Invoices are to be paid within 45 days of receipt of the invoice.

4. TERM

WENCK will commence the Services beginning January 1, 2017 and provide appropriate expertise and will proceed with due diligence until December 31, 2017.

5. TERMINATION

This Agreement may be terminated by CLIENT upon 5 days notice in writing to WENCK. CLIENT shall forthwith pay to WENCK all amounts, including all expenses and other charges, payable under this agreement as of the termination date.

6. STANDARD OF CARE/INDEMNITY

WENCK will provide:

- A. The standards of care, skill and diligence normally provided by a professional in the performance of the Services contemplated by this Agreement.
- B. Wenck agrees to indemnify and hold CLIENT harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of any alleged negligent act or omission of Wenck or any subcontractor of Wenck in connection

with the Services performed under the terms of this Agreement. Nothing herein shall be deemed a waiver by CLIENT of any limitations or exemptions from liability available to it under Minnesota Statutes, chapter 466 or other law.

- C. WENCK shall, during the entire term of this agreement, maintain commercial general liability insurance and professional liability insurance, each with a policy limit of at least \$1,000,000. WENCK shall have CLIENT named as an additional insured on WENCK's commercial general liability policy. WENCK shall provide CLIENT a certificate of insurance showing proof of such coverages.

7. DISPUTE RESOLUTION/GOVERNING LAW

If a dispute arises out of or in connection with this Agreement or the breach thereof, the Parties will attempt to settle the dispute by negotiation before commencing legal action. The governing law shall be the law of the State of Minnesota.

8. NOTICE AND OFFICIALS

WENCK will appoint a Project Manager who shall be in charge of the Project for WENCK. CLIENT shall designate in writing an official who shall be authorized to act for the CLIENT. The person so appointed by WENCK will maintain close contact with the authorized representative of CLIENT. All notices to WENCK, including without limitation, those concerning changes in the scope of Services shall be directed in writing to the appointed Project Manager at the address shown above. Notices to CLIENT shall be directed in writing to CLIENT at the address of CLIENT shown above or to such other address as the CLIENT may in writing designate.

9. MISCELLANEOUS

This Agreement i) constitutes the entire agreement between the Parties, ii) supersedes any previous representations or agreements between the Parties with respect to the Service, iii) may be modified or amended only in a writing signed by the Parties, and iv) shall inure to the benefit of and be binding upon the Parties, their respective permitted successors and assigns. Neither Party may assign this Agreement in whole or in part without the express written consent of the other Party. Nothing in this Agreement is to be construed to create any rights in any third party (including without limitation vendors and contractors working on the Project whether as third party beneficiaries or otherwise. WENCK shall comply with all applicable laws, rules, and regulations in providing the Services. WENCK agrees to comply with the Minnesota Data Practices Act with respect all data created, collected, received, stored, used, maintained, or disseminated by WENCK in the course of providing Services under this Agreement. This Agreement does not require data on individuals to be made available to WENCK. The books, records, documents, and accounting procedures of WENCK related to the Services are subject to examination by CLIENT and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

10. GRANT REQUIREMENTS

WENCK recognizes that CLIENT has undertaken certain obligations as part of the "Grant Agreement between the Metropolitan Council and Bassett Creek Watershed Commission For The Metropolitan Area Watershed Outlet Monitoring Program (WOMP2)" (the "Metropolitan Council Grant"), a copy of which is attached to the proposal, and the State Grant which is attached to the Metropolitan Council Grant as Exhibit EC. WENCK agrees that obligations imposed by the Metropolitan Council Grant on subgrantees and subcontractors are hereby made binding on WENCK, and that the terms of said agreement are incorporated into this Agreement to the extent necessary for the Metropolitan Council to meet its obligations under the State Grant Agreement. Terms of the Metropolitan Council Grant that are specifically incorporated include, without limitation, the terms of paragraphs 4.02 and 9.10 of the Metropolitan Council Grant.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

“CLIENT”  
Bassett Creek Watershed  
Management Commission

“WENCK”  
Wenck Associates, Inc.

By: \_\_\_\_\_  
Its Chair

By: \_\_\_\_\_

\_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Its:



Responsive partner.  
Exceptional outcomes.

December 6, 2016

**Ms. Laura Jester**

Bassett Creek Watershed Management Commission  
16145 Hillcrest Lane  
Eden Prairie, MN 55346

RE: 2017 Bassett Creek Watershed Outlet Monitoring Program Services

**Dear Ms. Jester:**

Thank you for the opportunity to provide a scope of work and budget to continue operating the Met Council Environmental Services' (MCES) Watershed Outlet Monitoring Program (WOMP) station for Bassett Creek. Wenck has a long history of providing stream monitoring expertise to our clients and are confident this expertise will provide the Bassett Creek Watershed Management Commission (BCWMC) the highest quality stream monitoring.

**Scope of Work**

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Wenck Associates will provide monitoring services and work with MCES staff to ensure that all monitoring needs/requirements for the Bassett Creek WOMP are satisfied. Wenck will complete the following tasks to accomplish the scope of work:

**Task 1. Project Management.**

This task assumes 1 hour of Wenck staff time per month for managing/coordinating budgets and field staff, and communication between Wenck, MCES, and BCWMC staff.

**Task 2. Routine Monitoring.**

Wenck will collect routine monitoring samples once every two weeks beginning in January 2017 through December 2017 (25 total events). This task assumes 3 hours of staff time per sample event which includes field sampling preparation, sample collection, and sample delivery to MCES laboratory in St. Paul.

**Task 3. Storm Event Monitoring.**

Wenck will target and collect approximately 10 storm event samples in 2017. This task assumes 3 hours of staff time per sample event which includes field sampling prep, sample collection, and sample delivery to MCES laboratory in St. Paul.

**Task 4. Attend MCES Cooperator Forum**

One Wenck staff member will attend MCES's WOMP Station Cooperator Forum which is typically held in the spring.

**Cost Estimate**

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Wenck proposes to perform the scope of work stated above on a time and materials basis for a total estimated cost of \$15,998 for the 2017 monitoring season. A detailed breakdown of our cost estimate is provided below.

Ms. Laura Jester  
BCWMC  
December 6, 2016



Responsive partner.  
Exceptional outcomes.

**Table 1: Tasks and estimated costs.**

Staff	Task	Hours/ Quantity	Total Cost
Jeff Strom	Task 1: Project Management	12	\$1,680
Tom Langer/ Brian Beck	Task 2: Routine Monitoring	75	\$8,250
Tom Langer/ Brian Beck	Task 3: Storm Event Monitoring	30	\$3,300
Tom Langer/ Brian Beck	Task 4: Attend MCES Cooperator Forum	6	\$660
--	Mileage	1,575 miles	\$858
	Equipment (Data Sonde)	\$50/day	\$1,250
<b>Total Estimated Project Cost</b>			<b>\$15,998</b>

## Summary

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On behalf of the 300+ employee-owners of Wenck, thank you for this opportunity to work with the BCWMC. Should you have any questions, or need clarification of anything presented in this scope of work, please do not hesitate to contact Jeff Strom at 763-252-6833 or [jstrom@wenck.com](mailto:jstrom@wenck.com).

Sincerely,

**Wenck Associates, Inc.**

A handwritten signature in black ink, appearing to read 'Jeff Strom', is written over a light blue horizontal line.

Jeff Strom  
Associate