



Responsive partner.  
Exceptional outcomes.

Item 4F.  
BCWMC 12-17-15  
Includes contract

December 8, 2015

**Ms. Laura Jester**

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

RE: 2016 Bassett Creek Watershed Outlet Monitoring Program Services

**Dear Ms. Jester:**

Thank you for the opportunity to provide a scope and budget to continue operating the 2016 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**

Wenck Associates will complete the following tasks MCES requires for local WOMP cooperators in accordance with the attached Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring, dated December 2003, updated January 2011 and the Grant Agreement between Bassett Creek and MCES.

1. Ensure that monitoring equipment is in working order
2. Routine maintenance of the WOMP site and equipment.
3. Collect a minimum of 12 non storm event grab samples throughout the year as well as 10-15 flow-weighted composite samples during storm runoff events in the open-water (ice-free) season.
4. Make in-situ field measurements according to procedures specified by the terms of a contractual agreement with Met Council Environmental Services.
5. Coordinate sample delivery to MCES Laboratory

**Cost Estimate**

Wenck proposes to perform the Scope of Work stated above on a time and materials basis for a total estimated cost of \$10,686 for the 2016 monitoring season. A detailed breakdown of our cost estimate is provided below.

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

Task(s)	Description	Total Cost
1 and 2	2 staff hours per month	\$2,640
3, 4 and 5	2.5 staff hours per event for sample collection and delivery (approx. 27 sampling events)	\$7,425 (labor)
	40 miles per sampling event (approx. 27 events)	\$621 (mileage)
<b>TOTAL (tasks 1-5)</b>		<b>\$10,686</b>

**Ms. Laura Jester**  
Bassett Creek WMC  
December 8, 2015



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## Summary

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Thank you for this opportunity to work with the Bassett Creek Watershed Management Commission. If you have any questions or need additional information, please do not hesitate to contact me 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 positioned above the typed name.

Jeff Strom  
Associate

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered into this day of December 17, 2015

Between            Bassett Creek Watershed Management Commission  
                         4700 W 77<sup>th</sup> Street  
                         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 17, 2015 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 "2016 Bassett Creek Watershed Outlet Monitoring Program 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 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, 2016 and provide appropriate expertise and will proceed with due diligence until December 31, 2016.
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 as of 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 negligent act or omission of Wenck or any subcontractor of Wenck in connection with work 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 intends to undertake 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)" ("Metropolitan Council Grant"), if CLIENT is provided a Metropolitan Council Grant. Such grant, if awarded, includes a State Grant and both documents shall be incorporated in and made part of this Agreement. WENCK agrees that obligations imposed by the Metropolitan Council Grant on subgrantees and subcontractors shall be made binding on WENCK, and that the terms of said agreement shall be 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 shall include, without limitation, the terms of paragraphs 4.02 and 9.10 of the Metropolitan Council Grant. If CLIENT does not receive the Metropolitan Council Grant, it will evaluate its needs for the Services for the remainder of the term and may elect to implement a Change Order or may elect to terminate this Agreement as provided herein.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

"CLIENT"

"WENCK"

Wenck Associates, Inc.

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

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

\_\_\_\_\_  
[Chair]

\_\_\_\_\_  
[Signing Officer]