

AGREEMENT FOR TECHNICAL SERVICES

Item 41.
BCWC 2-16-17

THIS AGREEMENT made and entered into this 16th day of February, 2017 by and 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 2017 Priority Lake Monitoring Services dated February 8, 2017 (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 Priority Lake Monitoring" attached hereto as Exhibit 1 (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 WENCK's proposal in Exhibit 1. 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 March 1, 2017 and provide appropriate expertise and will proceed with due diligence until January 31, 2018.

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 for the Services satisfactorily completed 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 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 Services; 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.

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.

Exhibit 1

February 8, 2017

Ms. Laura Jester

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

RE: 2017 Priority Lake Monitoring

Dear Ms. Jester:

Thank you for the opportunity to provide a scope of work and budget to assist the Bassett Creek Watershed Management Commission (BCWMC) in performing its 2017 priority lake monitoring. Lakes scheduled for priority monitoring in 2017 include Twin Lake, Sweeney Lake, and Lost Lake. Wenck will assist the BCWMC in performing all monitoring objectives outlined in BCWMC's Request for Proposal (RFP) for 2017 Water Monitoring Services and Appendix A of the 2015 BCWMC Watershed Management Plan. The cost estimates and tasks presented in this scope of work are consistent with the proposal submitted by Wenck Associates, Inc. dated April 28, 2016 (Exhibit A).

Scope of Work

Wenck will complete the following tasks to accomplish the scope of work:

Task 1a. Lake Water Quality Sampling.

Wenck will collect detailed water quality, zooplankton and phytoplankton monitoring on six occasions from April through September for each lake. Monitoring will be conducted at two locations on Sweeney Lake and one location on Twin and Lost Lakes according to the methods outlined in the RFP and Appendix A of the 2015 BCWMC Watershed Management Plan.

Task 1b. Additional Data for Sweeney Lake.

Wenck will collect total phosphorus water column profiles at 1-meter depth increments at two locations on Sweeney Lake according to the updated list of sampling parameters provided by the BCWMC in February 2017.

Task 2. Macrophyte Surveys.

Wenck will perform two qualitative, point intercept aquatic plant macrophyte surveys on each lake. The surveys will be performed in June and August according to the methodologies described in Appendix A of the 2015 BCWMC Watershed Management Plan and the Minnesota DNR protocol for aquatic vegetation surveys.

Task 3. EQUIS Data Submittal.

Wenck will submit of all water quality data collected in 2017 to the State's EQUIS database.

Task 4. Final Report

Wenck will prepare and submit a final report that presents all of the 2017 data and survey results along with trend analyses using historic data provided by BCWMC. Wenck will also present results of the report/project at a regular BCWMC meeting.

Ms. Laura Jester
BCWMC
February 8, 2017



Responsive partner.
Exceptional outcomes.

Cost Estimate

Wenck proposes to perform the scope of work stated above on a time and materials basis for a total estimated cost of \$40,248. A detailed breakdown of our cost estimate is provided below.

Table 1: Tasks and estimated costs.

Task	Labor Cost	Lab Cost	Equipment & Mileage	Total Cost
Task 1a: Lake Water Quality Sampling	\$8,088	\$16,752	\$686	\$25,526
Task 1b: Additional Data for Sweeney Lake	\$1,011	\$960	--	\$1,971
Task 2: Macrophyte Surveys	\$3,370	--	\$229	\$3,599
Task 3: EQuIS Data Submittal	\$240	--	--	\$240
Task 4: Final Report	\$8,912	--	--	\$8,912
TOTAL COST				\$40,248

Summary

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 Joe Bischoff at 763-252-6829 or jbischoff@wenck.com.

Sincerely,

Wenck Associates, Inc.

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

Joe Bischoff
Principal