



Stantec Consulting Services Inc.
7500 Olson Memorial Highway Suite 300, Golden Valley MN 55427-4886

December 5, 2022

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

2023 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. Stantec 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

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

Task 1, Project Management

This task assumes 0.5 hour of Stantec staff time per month for managing/coordinating budgets and field staff, and communication between Stantec MCES, and BCWMC staff.

Task 2, Routine Monitoring

Stantec will collect routine monitoring samples once every two weeks beginning in January 2023 through December 2023 (~25 total events). This task assumes approximately 3 hours of staff time per sample event which includes field sampling preparation, sample collection, and sample delivery to MCES laboratory in St. Paul. This task also covers staff time for on-site equipment training/maintenance with MCES staff.

Reference: Bassett Creek Watershed Outlet Monitoring Program Services

Task 3, Storm Event Monitoring

Stantec will target and collect approximately 8 storm event samples in 2023. This task assumes approximately 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 Co-operator Forum

One Stantec staff member will attend MCES's WOMP Station Cooperator Forum which is typically held in the spring. A summary of the forum will be provided to BCWMC staff.

Cost Estimate

Stantec proposes to perform the scope of work stated above on a time and materials basis for a total estimated cost of \$18,084.00 for the 2023 monitoring season. A detailed breakdown of our cost estimate is provided below.

Table 1: Tasks and estimated costs.

Project Team

Anne Wilkinson	Task 1: Project Management	6	\$ 882
Anne Wilkinson/ Kurt Krautman	Task 2: Routine Monitoring	80	\$ 11,310
	Task 3: Storm Event Monitoring	30	\$ 4,260
Anne Wilkinson or Kurt Krautman	Task 4: Attend MCES Cooperator Forum	6	\$ 792
--	Mileage	1,400 miles	\$ 840
Total Estimated Project Cost			\$ 18,084

The following Stantec staff will execute the Scope of Work. Other staff will participate as needed

- Project Manager Anne Wilkinson
- Environmental Scientist Kurt Krautman

Reference: Bassett Creek Watershed Outlet Monitoring Program Services

Summary

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 Anne Wilkinson at 612 712-2003 or anne.wilkinson@stantec.com.

Regards,

Stantec Consulting Services Inc.



Anne Wilkinson
Civil Engineer in Training
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Eileen Weigel, PE
Associate, Senior Water Resource Engineer
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Laura Jester

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Reference: Bassett Creek Watershed Outlet Monitoring Program Services

By signing this proposal, Bassett Creek Watershed Management Commission authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the Day day of Month, Year.

Per: Bassett Creek Watershed Management Commission

Enter Name & Title _____

Print Name & Title

Signature

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Compensation shall be paid for the Services actually provided in accordance with the Consultant's proposal and total costs shall not exceed \$18,084 unless otherwise approved in writing by Client. The Services will be invoiced on a monthly basis for professional time completed and expenses incurred with a 0% mark-up. Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 45 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Stantec, to the extent that it has that ability.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 45 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant. Consultant 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 Consultant or any subcontractor of Consultant 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.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims one party may have against the other under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. As one party's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the other party and not against any of the other party's employees, officers or directors.

Either party's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and the other party shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the party seeking damages, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall either party's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such

consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

Notwithstanding the foregoing, data provided, produced, or obtained under and pursuant to this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Consultant will immediately report to Client any requests from third parties for information relating to this Agreement. Consultant agrees to promptly respond to inquiries from Client concerning data requests.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GRANT AGREEMENT. Consultant recognizes that Client will undertake certain obligations as part of a "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 will be attached to this Agreement when executed. Consultant agrees that, regardless of when such agreement is finalized, the obligations imposed by the Metropolitan Council Grant on subgrantees and subcontractors therein are hereby made binding on Consultant, 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. The terms of the Metropolitan Council Grant are incorporated in and made part of this Agreement notwithstanding anything herein that states, suggests or implies otherwise.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of Minnesota. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

AUDIT. The books, records, documents and accounting procedures and practices of Consultant relevant to this Agreement are subject to examination by the Client and either the Legislative or State Auditor as appropriate, pursuant to Minnesota Statute 16C.05, subdivision 5.