

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered into this day of February 15, 2013

Between Bassett Creek Watershed Management Commission
4700 W 77th 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 Program Project dated February 15, 2013 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 "Bassett Creek WOMP Services". The Services may be modified by a written, mutually agreeable Change Order.
3. **COMPENSATION**
Compensation shall be paid 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 promptly, provide appropriate expertise and will proceed with due diligence until completion of the Services for the Project.
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.
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 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) constitute 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.
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"

By: _____

[Signing Officer(s)]

"WENCK"

Wenck Associates, Inc.

By: _____

[Signing Officer]