



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners and Alternates
From: Administrator Jester on Behalf of the Education Committee
Date: May 7, 2025

RE: Education Committee Recommendations

At their meeting on April 23rd, the Education Committee discussed various issues and prepared recommendations including:

Watershed Map:

The committee discussed dissemination of the new watershed map to various locations, groups, and individuals. Many groups and locations have already received the map; it has been placed in brochure racks at some city halls, park buildings, Westwood Nature Center, Valley Community Presbyterian Church, and other locations. It was disseminated at the Discover Plymouth event and the Hąhá Wakpádaŋ/Bassett Creek clean-up event. The map is also being showcased in schools where the West Metro Water Alliance educator visits 4th and 5th grade classrooms. Some maps will be laminated for use at tabling events.

The committee discussed development of a press release on the map and distribution to city communications departments and Minneapolis neighborhoods. These efforts are on-going.

Contribution to Third Annual Hąhá Wakpádaŋ Water Blessing:

The organizers of this event recently requested \$1,000 from the BCWMC to help cover stipends for the cultural advisors, presenters, and event planners. The event will be hosted in partnership with the City of Plymouth at West Medicine Lake Park on Indigenous Peoples' Day (October 13th). Partial funding has been secured from other community partners.

Education Committee Recommendation: The committee recommends that the BCWMC contribute \$1,000 to the Hąhá Wakpádaŋ Water Blessing event from the Education and Outreach budget line.

Watershed Educational Signage:

The committee discussed the creation of education signs for locations around the watershed, starting at Utepils Brewery on the bank of the creek in Minneapolis. The owners of Utepils have expressed interest in erecting a sign(s) in their back patio. The committee recommends a simple design, about 18 x 14" in size, with a simple map and language, a QR code directing readers to more information, and potentially including Indigenous design or art. They reviewed photos of the sign at the Westwood Nature Center and may use some of the same elements. The education budget available for this work is currently only \$7,688. The committee will continue to review options and will bring additional information to a future Commission meeting.

Website Update Project:

The committee discussed the need for a website update including basic ADA compliance, technology updates, new artwork, and shifting/updating content. The 2025 Website Budget includes \$10,600 for website updates. ADA compliance is now required for web content provided by state and local governments. (<https://www.ada.gov/resources/2024-03-08-web-rule/#top>) Additionally, the age of the BCWMC website requires technological updates in order to stay functional. Finally, there may be a few updates to the content or format of the site warranted/desired at this time.

BCWMC contracts with HDR, Inc. for website services. HDR built the current site in 2015. At the committee's direction, I requested a quote from HDR for the tasks outlined above. HDR provided the attached contract, scope, and budget for this work. The total expenses are within the Commission's budget.

After the required tasks of ADA compliance, technology updates, and project management, HDR's budget also includes about 15 hours for updates to website content or format along with 3 hours for meetings or trainings with committee members or staff. The contract and terms were reviewed by Commission Attorney Anderson.

Education Committee Recommendation: The committee recommends that the BCMC approve the contract with HDR, Inc. for the website update project for a not-to-exceed amount of \$10,600 from the Website Services budget.

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 1**

THIS AGREEMENT is made as of this 15th day of May, 2025, between the Bassett Creek Watershed Management Commission (“OWNER”), a watershed management organization, with principal offices at 16145 Hillcrest Lane, Eden Prairie Minnesota 55346, and HDR ENGINEERING, INC., (“ENGINEER”) for services in connection with the project known as “2025-2026 Website Services” (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials. Time and Materials shall mean actual labor hours calculated using a multiplier to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. HDR will perform the Scope of Services identified in Exhibit A on a time and expenses basis for a not-to-exceed fee of \$10,600. No increase in this NTE amount will be allowed without prior authorization of OWNER. The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted. Notwithstanding the foregoing and for the avoidance of doubt, the OWNER's financial obligation under this Agreement shall not exceed the NTE amount above (\$10,600) without prior written approval of OWNER.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

SCOPE OF SERVICES

Laura Jester
Administrator
Bassett Creek Watershed Management Commission
P.O. Box 270825
Golden Valley, MN 55427

Ms. Jester,

Please find HDR's proposed scope of services for 2025-2026 Web Services for the BCWMC website. This project will also provide accessibility improvements, a framework upgrade, two years of maintenance, and a migration to a separate hosting account for BCWMC to own.

Thank you for this opportunity! If you have any questions or concerns, please contact Kelly Spitzley at Kelly.spitzley@hdrinc.com.

Signed,



Kelly Spitzley
Lead Web Developer



Christine Wiegert
MN-WI Area Manager

Sr. Vice President

2025-2026 Website Development and Maintenance

Scope of Services

HDR will continue the development of the redesigned BCWMC website based on the task list outlined below.

Task 1: Project Management

HDR will provide project coordination, contract management, and invoicing a maximum of every other month for up to 12 months from date of notice to proceed (NTP).

Deliverables

- Up to 6 invoices
- Project coordination
- Project set up and contract administration

Assumptions

- Invoices will be delivered no more than every other month.

Task 1: Accessibility Improvements

HDR will audit and mitigate associate website code as necessary to comply with WCAG 2.1 AA standards within the scope and budget, focusing on global areas of the website and leveraging global scripts to improve image alt text and other cross-page elements for baseline compliance.

Deliverables

- Updated accessibility of website code on live site

Assumptions

- Documents and multimedia assets like videos are outside the scope of website accessibility mitigation, which relate specifically to the code of the website.
- HDR can programmatically insert alt text based on file names or figure captions to satisfy online accessibility checkers, but meaningful alt text will need to be added by BCWMC in cases where automatically generated alt text is insufficient.
- HDR recommends adding a phone number to the footer of the website for users to call for access to information in the case of older non-accessible documents or media.
- HDR does not certify accessibility and will rely on best practices and online checkers, including SiteImprove and IBM Equal Access to evaluate accessibility.

Task 3: Framework Upgrade, Server Migration, and Launch

HDR will upgrade the ConcreteCMS site framework to the latest possible version (within limitations of existing blocks) and will migrate the upgraded site to a Semi-Dedicated server account with Veerotech (recommended web hosting company), and assist BCWMC with taking over ownership of the account.

Deliverables

- Website upgraded to latest possible ConcreteCMS version (based on current version)
- Semi-Dedicated Veerotech server account access

Assumptions

- HDR will retain an accessible copy of the previous website for up to 6 months after launch
- BCWMC will replace HDR's contact and payment information in the Veerotech hosting account after launch
- One year of hosting will be included as an expense in this contract, subsequent years will be charged directly to BCWMC's payment method
- BCWMC will commit to a week-long timeframe to significantly reduce or stop website updates to allow HDR to perform the migration. Any updates made during the upgrade process will need to be replicated on the new version of the site.

Task 4: Minor Website Updates

HDR will complete the list of minor requests within the allotted task budget.

Deliverables

- Minor changes to website pages and/or functionality as requested by BCWMC, prioritized in order of importance within the allotted task budget.

Assumptions

- HDR will conduct the website updates on the updated version of the website
- BCWMC will prioritize the list of requests with an understanding that HDR will perform the changes in order of importance within the allotted task budget, which may result in some unfulfilled requests based on the level of effort required for each listed task.

Task 5: Additional Training/Meetings

HDR will provide a one-hour virtual website training, and two additional one-hour virtual website meetings with BCWMC staff.

Deliverables

- One one-hour training session
- Two one-hour check-in meetings

Assumptions

- All trainings and meetings will be held virtually with one HDR staff.

Schedule

The contract duration will be 12 months from the date of NTP.



Budget

Based on the scope of work described above, HDR proposes to provide these services on a time and expenses basis with a not-to-exceed limit of \$10,600 without prior authorization of BCWMC.

Task	Hours	Cost
Task 1: Project Management	10 hours	\$1,710
Task 2: Accessibility Improvements	18 hours	\$2,395
Task 3: Framework Upgrade, Server Migration, and Launch	15 hours	\$2,950 + \$295 annual hosting expense
Task 4: Minor Website Updates	15 hours	\$2,530
Task 5: Training/Meetings	3 hours for training and meetings	\$720
Total Fee	61 hours	\$10,600

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity, loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (45) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (45) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by CONSULTANT (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

21. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents

and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).