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# Le Sueur County, MN

Tuesday, April 15, 2014

## Board Meeting

### Item 4

**9:55am Lauren Klement - Environmental Specialist**

*Wenck Contract*

*Discussion for One Watershed One Plan for the Cannon River; approval to purchase a field monitor kit for sampling in the Lower Minnesota*

Staff Contact: Lauren Klement

# WENCK PROFESSIONAL SERVICES SUBCONTRACT

## April 15, 2014

The **AGREEMENT**, Made and entered into April 8, 2014, between Le Sueur County hereinafter called the "**PROJECT SPONSOR**" and Wenck Associates, Inc. called the "**SUBCONTRACTOR**". For the purposes of this contract the County's official designee, shall be considered the County's project officer.

**WITNESS:** That in consideration of mutual covenants herein contained, the **PROJECT SPONSOR** agrees to employ the **SUBCONTRACTOR** to perform the services hereinafter outlined in connection with providing technical assistance and project coordination with the **German Jefferson Lakes Subordinate Service District Community Feasibility Assessment**. The **PROJECT SPONSOR**, through Clean Water Funding, agrees to pay the **SUBCONTRACTOR** for such services according to the schedule of fees herein contained in Exhibit A. This contract would provide for services between the date April 15, 2014 and August 1, 2015.

Further, the **SUBCONTRACTOR** agrees that the **SUBCONTRACTOR** shall provide the technical assistance and project coordination according to Exhibit A.

### I. SCOPE OF SERVICES

The period of this contract shall be from the date April 15, 2014 to August 1, 2015. Over the Contract Period the services that the **SUBCONTRACTOR** agrees to perform are as follows and as documented in Exhibit A;

1. Complete Feasibility Assessments on Eight (8) Remaining JGSIP Communities
2. Meetings and Presentations of Data to District Board and eleven communities (3 previously completed in 2013 plus the current 8)
3. Project Management and Administration

### II COMPENSATION

For the services covered by the contract, the **PROJECT SPONSOR** agrees to pay the **SUBCONTRACTOR** an amount not to exceed \$106,700 as described in Exhibit A. **SUBCONTRACTOR** to submit requests for reimbursements of services rendered via invoices and satisfactory completion of work tasks monthly. The **PROJECT SPONSOR** will withhold 10% of the contract amount dependent upon the presenting the deliverables listed in Exhibit A, to the **PROJECT SPONSOR**. The **SUBCONTRACTOR** agrees to comply with the terms and conditions set forth in the Grant Agreement entered into by and between the Board of Water and Soil Resources and the **PROJECT SPONSOR**, for grant funds to fund this contract. **SUBCONTRACTOR** has received and reviewed the Grant Agreement.

### III. IDEMNIFICATION AND HOLD HARMLESS

The **SUBCONTRACTOR** shall fully defend, indemnify and hold harmless the **PROJECT SPONSOR** against any and all claims, losses, liability, suits, judgments, costs and expenses that arise or may arise against **SUBCONTRACTOR**, its agents, servants, or employees as a consequence of any negligent act or omission

or intentional act on the part of the **SUBCONTRACTOR** or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the **PROJECT SPONSOR** or any of its members. The **SUBCONTRACTOR** shall indemnify, hold harmless, and defend the **PROJECT SPONSOR** and its members against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Client or its members may hereafter sustain, incur, or be required to pay, arising out of or by reason of any negligent act or omission or intentional act of **SUBCONTRACTOR**, its agents, servants or employee, in the execution, performance, or failure to adequately perform the **SUBCONTRACTOR**'s obligations pursuant to this Agreement.

This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

#### **IV. PROOF OF INSURANCE**

The **SUBCONTRACTOR** shall obtain liability, property and auto insurance as it deems necessary and may obtain other insurance it deems necessary to indemnify the **PROJECT SPONSOR** for actions of the **SUBCONTRACTOR** arising out of this Agreement. The **SUBCONTRACTOR** agrees that at all times during the term of this Agreement, have and keep in force liability insurance at an amount required by MS 466.04, subdivision 1.

- A. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- C. Any policy obtained and maintained under this clause shall provide that it shall not be canceled materially changed, or not renewed without thirty (30) days prior notice thereof to the **PROJECT SPONSOR**.

#### **V. PROJECT CHANGE REQUESTS**

Communication of project change requests will begin between the **SUBCONTRACTOR** and the **PROJECT SPONSOR**. Formal project change requests by the **SUBCONTRACTOR** shall be in writing by the **SUBCONTRACTOR** to the **PROJECT SPONSOR**. Project change requests by the **PROJECT SPONSOR** shall be in writing to the **SUBCONTRACTOR**. All changes to the project are to be approved by the **PROJECT SPONSOR** and are to follow the Clean Water Funding Guidelines.

#### **VI. NON DISCRIMINATION IN EMPLOYMENT**

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance or disability, discriminate against any person with respect to hire, tenure,

compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; refuse to hire persons seeking employment; or discharge an employee.

#### **VII. NON DISCRIMINATION IN AVAILABILITY & USE OF FACILITIES**

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not exclude any person from participating in, deny them the benefits of, or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status, age, sexual preference, political affiliation, or status with regard to public assistance or disability.

#### **VIII. OWNERSHIP OF DOCUMENTS**

Any reports, studies, photographs, negatives, graphs, audio or video tapes, computer software or any other documents or materials prepared by or for the **SUBCONTRACTOR** in the performance of its obligations under this Subcontract shall be the exclusive property of the **PROJECT SPONSOR** and all such products shall be remitted to the **PROJECT SPONSOR** upon completion, termination or cancellation of this Subcontract. The **SUBCONTRACTOR** shall not use, willingly allow to or cause to have such products used for any purpose other than the performance of the **SUBCONTRACTOR**'s obligations under this Subcontract, without the prior written consent of the State of Minnesota.

#### **IX. TERM**

This Agreement shall commence upon approval of each Party and signature of the official with authority to bind the entity listed above.

#### **X. TERMINATION**

Termination with just reason must be by written or fax notice to the **PROJECT SPONSOR**. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient performance and/or lack of fiscal integrity occurs. The State and the **PROJECT SPONSOR** are not obligated to pay for any services that are provided after the notice and effective date of termination.

Termination for Insufficient Funding: If the State terminates this grant or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient funding occurs. The State and **PROJECT SPONSOR** are not obligated to pay for any services that are provided after notice and effective date of termination.

#### **XI. STANDARD OF CARE**

In performing the work, **SUBCONTRACTOR** will exercise the same care, skill and diligence normally provided by a similar professional working under the same or similar circumstances in a similar geographic location in the performance of the Services identified herein.

**IN WITNESS WHEREOF**, the parties hereto have made and executed the Subcontract as of the date and year first above written, intending to be bound thereby.

**LE SUEUR COUNTY (PROJECT SPONSOR)**

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Name

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Title

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Signature

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Date

**WENCK ASSOCIATES, INC**

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Name

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Title

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Signature

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Date

**Jefferson German Lakes Septic Inventory Project (JGSIP)**  
**Exhibit A: Work Plan and Budget**  
**Wenck Associates, Inc.**

**1. Complete Feasibility Assessments on Eight (8) Remaining JGSIP Communities**

- Review Septic Inventory Data
- Evaluate Possible Treatment Site Locations
- Conduct Field Assessments of Potential Treatment Areas
- Data Analysis and Final Reports for the following Remaining JGSIP Communities: **Beaver Dam, East Cape Horn, Evergreen Lane, Hardeggers Lane, Stavenau-Holiday Park, Tomahawk Point, Swedes Bay, and West Lake Drive**

**Feasibility Assessment Budget: \$73,500**

**2. Meetings and Presentations**

- Present Analysis and Reports to Service District Board
- Determine Community Meeting Format
- Disseminate Results to all 11 JGSIP communities

**Meetings and Presentations Budget: \$30,000**

**3. Project Management**

- Project Management and Administration
- Monthly Progress Reports

**Project Management Budget: \$3,200**

## FEE SCHEDULE

1. Complete Remaining Feasibility Reports				
Task	Hours	Average \$/HOUR	Expenses	Budgeted Amount
Review Septic Inventory Data	64	88	0.00	5,630.00
Evaluate Possible Treatment Site Locations	30	88	0.00	2,640.00
Conduct Field Assessments of Potential Treatment Locations	60	117	400.00	7,420.00
Data Analysis and Eight Remaining Reports	596	97	0.00	57,810.00
Task Total				73,500.00

  

2. Presentations/Meetings				
Task	Hours	Average \$/HOUR	Expenses	Budgeted Amount
Present Analysis and Reports to Service District Board	15	120	300.00	2,100.00
Determine Community Meeting Format	3	100	0.00	300.00
Disseminate Information to the 11 JGSIP Communities	220	120	1,200.00	27,600.00
Task Total				30,000.00

  

3. Project Management				
Task	Hours	Average \$/HOUR	Expenses	Budgeted Amount
Project Management	32	100	0.00	3,200.00
Task Total				3,200.00

  

<b>TOTAL</b>				<b>106,700.00</b>
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**RESOLUTION OF INTENT TO PARTICPATE IN THE  
ONE WATERSHED ONE PLAN PILOT PROJECT**

**WHEREAS**, Le Sueur County has a successful Comprehensive Local Water Plan program that addresses surface water on a watershed basis and groundwater on a county wide basis; and

**WHEREAS**, the Minnesota Board of Water and Soil Resources is introducing the concept of watershed management with One Watershed One Plan pilot projects; and

**WHEREAS**, the Minnesota Board of Water and Soil Resources has state funding available through a competitive process through the Clean Water Fund for planning; and

**WHEREAS**, the process of watershed planning is uncertain; and

**WHEREAS**, Le Sueur County is currently implementing several high priority water quality improvement projects that will reduce involvement in the One Watershed One Plan priority project; and

**WHEREAS**, Le Sueur County Board of Commissioners have an interest in the concept of One Watershed One Plan on a ground up approach; and

**WHEREAS**, Le Sueur County Board of Commissioners has an interest in the concept of One Watershed One Plan and it does not create an additional bureaucratic layer of water planning and management.

**NOW THEREFORE BE IT RESOLVED**, that Le Sueur County is interested in participating in the grant application for One Watershed One Plan Pilot Program provided all partners are in agreement with participation.

**LE SUEUR COUNTY BOARD OF COMMISSIONERS**

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

**ATTEST**

\_\_\_\_\_  
Administrator

**CERTIFICATION**

I hereby certify that the above is true and correct copy of a resolution duly passed, adopted and approved the County Board of said County on the 18<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
County Administrator  
Le Sueur County

**Lauren Klement**  
**Environmental Resources Specialist**

April 15, 2014 County Board agenda Item

County Board Request to purchase a field monitor and supplies for the Lower MN SWAG

Approve purchase request for \$4,300 plus shipping