

The following Master Terms and Conditions apply to and govern all services performed by **Stantec Consulting Services Inc.**, formerly Wenck Associates, Inc. ("Consultant") for **Le Sueur County**, Minnesota ("Client"). When the Client authorizes Consultant to proceed with services ("Services"), either verbally or in writing, Consultant's fees shall be billed as detailed in the most recently approved fee schedule. Consultant updates its fee schedule once per year, and any change in the applicable fee schedule will be approved by Client before any change in the fee schedule affects a project. Consultant will document any verbally authorized services by sending an e-mail containing scope, schedule and budget ("Authorization to Proceed") to Client's Administrator/Clerk or such other representative that the Client may delegate from time to time. The client must respond to Consultant's e-mail with "I approve" or another similar affirmation to authorize Consultant to proceed with providing the Services. Alternatively, the Client and Consultant may agree to use a written and mutually signed Authorization to Proceed rather than an e-mail. The most recently approved fee schedule together with the Authorization to Proceed and these Terms and Conditions constitute the Agreement. A proposed Scope of Services, Fee Estimate, and Schedule is included as "Professional Services Agreement Attachment A"

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. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the proposed Services.

COMPENSATION: Payment is due to Consultant within 45 days after Client's 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. Unless otherwise noted in an authorization to proceed, 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 by applicable law.

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: This set of Master Terms and Conditions shall be effective from the date that it is executed until it is terminated by either party. Client may terminate Services at any time by providing Consultant with written notice, which may be provided by e-mail. 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 or suspended at Consultant's option. On termination by either party, Client will pay invoiced amounts for Services performed in accordance with this Agreement through the date of termination.

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 Consultant shall indemnify and hold the Client harmless from damages, losses, or expenses, including reasonable attorney's fees to the extent permitted by common law or statute, to the comparative extent the same are proximately caused by the negligent acts, errors or omissions of the Consultant. The Client does not waive any immunity afforded by applicable law.

WAIVER OF CONSEQUENTIAL DAMAGES: Neither the Client nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with a project are instruments of service for the execution of a project. Consultant retains the property and copyright in these documents, whether the Project is executed or not, and the Client shall have a license to use the documents for their originally intended purpose. These documents may not be used for any purpose other than their originally intended 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, then any such reuse or modification shall be at the sole risk of the Client.

Any document produced by Consultant in relation to the Services is intended for the sole use of the 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.

FIELD SERVICES: Consultant shall be responsible for Consultant's work and the work of any of Consultant's approved subconsultants. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with a construction contractor's work on a 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 of Client's contractors, subcontractors, any of their agents or employees, or any other persons performing any of the work in connection with a project.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed, and enforced in accordance with the laws of the State 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 a court of competent jurisdiction in the State of Minnesota, or elsewhere by mutual agreement.

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 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 a project.

By signing below, both parties agree to be bound by the terms contained herein.

Le Sueur County, MN**Stantec Consulting Services Inc.**

Authorized signature

Authorized signature

Matthew Summers, Project Manager

Printed name

Printed name

8/20/2021

Date

Date

Attached to and forming part of the Agreement BETWEEN:

Le Sueur County
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: [August 24], 2021

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the Agreement.

SERVICES: Stantec shall perform the following Services:

Inventory Grant Activity: Conduct up to 100 Subsurface Sewage Treatment System (SSTS) Compliance Inspections/Site Assessments

1. Pre-Site Evaluation and Project Coordination:
 - a. Assist with Ordinance development, if needed
 - b. Review/obtain existing SSTS permit records
 - c. Make final determination of properties subject to inspection (jointly with Client)
 - d. Select SSTS contractor for pumping and inspecting tanks
 - e. Send letter to residents jointly with the Client to explain the project and the process
 - f. Coordinate Gopher State One public utility locates
 - g. Obtain GIS parcel data from Client and import into GIS
 - h. Obtain most recent high-resolution aerial imagery from Client and import into GIS
 - i. Identify potential community cluster treatment sites and contact owners
 - j. Create project website and public-facing GIS project progress map
 - k. Host pre- and post-project community informational meeting(s) jointly with Client
 - l. Perform ongoing project communications with residents, including notification of impending inspection schedule
 - m. Perform ongoing project communications with Client, generally via online meeting to save on travel and labor budget

2. Data Collection and Site Evaluation:
 - a. Coordinate tank pumping and inspection visits by subcontractor
 - b. Complete compliance inspections of existing SSTS at up to 100 properties
 - i. Document parcel attributes and constraints relevant to current and future SSTS needs
 - ii. Document soil and site evaluation information
 - iii. Identify SSTS compliance status, as defined by MN Rules 7080-7083, based on soil conditions, property observations, and results of the tank inspections
 - iv. Submit Minnesota Pollution Control Agency (MPCA) SSTS Compliance Inspection forms to SSTS LGU (Le Sueur County)
 - c. Identify likely future SSTS type for each property
 - d. Document soil and site evaluation information on up to three potential cluster treatment locations.
 - e. Provide GIS layer of site visit data collection to Client
 - f. All subcontractors used for the field work will be hired by Stantec unless directed otherwise by Client

Inventory Grant Activity: Report of Findings and Community Wastewater Feasibility Assessment

1. Deliverable (in PDF format and four (4) hard copies)

- a. Summarize data and findings including:
 - i. Narrative on findings
 - ii. Spreadsheet with individual property SSTS site evaluation information
 - iii. Report figures representing our findings
- b. Alternatives analysis with detailed construction, operations, maintenance, and replacement cost estimates for:
 - i. Private replacement of individual SSTS
 - ii. A public community cluster treatment system
 - iii. Public connection to nearest existing sanitary sewer system
- C. Description of local, state, and/or federal funding sources and processes

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: Upon signed execution of this Agreement
Estimated Completion Date: Anticipate delivery of all Scope of Work items by March 1, 2023. Project completion shall be no later than December 31, 2023 (per BWSR grant documents)

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Costs below are based on budgets provided by the BWSR Cannon One Watershed One Plan Implementation Grant (grant #C21-7732, documentation attached).

Inventory Grant Activity: Conduct up to 100 SSTS compliance inspections/site assessments: Not-to-exceed \$99,600 (including pumping subcontractor(s)).

Inventory Grant Activity: Report of Findings and Community Wastewater Feasibility Assessment: Not-to-exceed \$17,545.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

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.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are 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.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

RATE TABLE

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HOURLY RATES

Stantec Billing Level	2021 Hourly Rate*
3	\$95
4	\$107
5	\$115
6	\$119
7	\$127
8	\$131
9	\$141
10	\$147
11	\$160
12	\$165
13	\$174
14	\$180
15	\$199
16	\$228
17	\$238
18	\$241
19	\$249
20	\$260
21	\$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.