resourceful. naturally.
engineering and environmental consultants

BARR

May 23, 2025

Phil Belfiori
Administrator
Vadnais Lake Area Water Management Organization (VLAWMO)
800 County Road E East
Vadnais Heights, MN 55127

Re: Agreement for Tamarack Lake Phases 3 and 4 Alum Treatment Engineering Services

Dear Phil Belfiori:

Thank you for the opportunity to submit this agreement to provide engineering services to the Vadnais Lake Area Water Management Organization (VLAWMO) for engineering assistance and contractor oversight for the third and fourth phases of the alum treatment of Tamarack Lake.

This engineering estimate includes contractor coordination and treatment support throughout the third and fourth phases of treatment, along with project closeout. Table 1 summarizes the work items and the estimated cost.

Project Scope

The project includes the following work tasks:

1. Treatment support and project closure

This task includes treatment support and construction administration tasks. Barr will provide on-site observation once per day during treatment activities for Tamarack Lake to ensure that the selected contractor is performing the work consistent with the Bidding Documents. The estimated cost for this work assumes two phases of chemical applications for Tamarack Lake. Our proposed treatment support services include:

- Pre-treatment planning correspondence and contractor oversight each day of chemical application
- Support of the treatment contractor, including review of VLAWMO's field measurements and lab testing, observations (weather, site disturbance, chemical coverage, aquatic life stress and photographs) and compilation and evaluation of contractor's daily records
- Clarifying of the Contract Documents to the contractor during the treatment process
- Reviewing payment applications and monitoring reporting for MPCA
- Treatment close-out, including compilation of project records and submittal of recommended payment memorandum to VLAWMO for each phase of treatment

Estimated Cost and Schedule

The following table summarizes the estimated cost associated with the remaining project task described in the scope of services. Our costs assume that a single round of bid item costs will be fielded for the remainder of the project. Project changes necessitating additional refinements to the contract documents or oversight of more than two phases of alum applications are not included in the estimated cost for this task. The costs for treatment support are dependent on the contractor's schedule, changes in the work and the amount of observation required to ensure that state water quality standards are met during the alum application. No other meetings or presentations are included in this work scope.

The table also shows the estimated schedule for the completion of the project. The schedule assumes authorization to proceed will be provided by VLAWMO no later than June 27, 2025. The actual schedule will be coordinated with VLAWMO staff and will accommodate coordination with the contractor and public and private landowners for lake access, where applicable.

Task	Description of Task	Amount	Estimated Completion
1	Treatment support and project closure	$ 13,600	October 2026
	Total Estimated Project Cost	**$ 13,600**	

This Agreement will be effective for the duration of the services, unless earlier terminated by either VLAWMO or us. We will commence work on Task 1 upon receipt of a copy of this letter signed by your authorized representative.

We will inform you of our progress through periodic (e.g., bi-weekly) e-mail updates, telephone calls, invoice details, and other communications.

For the services provided, you will pay us on a lump sum basis, according to the attached Standard Terms. We will bill the VLAWMO approximately monthly. The cost of the services will not exceed $13,600 without prior approval by the VLAWMO. Work beyond the scope outlined above will be billed on a time-and-expense basis in accordance with our fee schedule, following your written permission or otherwise negotiated with you.

We understand you or your designees have the authority to direct us. We will direct communications to you at the 800 County Road E East address. Direction should be provided to Greg Wilson at the letterhead address.

During the term of this Agreement, we will maintain the following insurance coverages:

Worker Compensation ..... Statutory
Employer Liability ..... $500K per claim/$500k aggregate
Commercial General Liability ..... $1M per claim/$2M aggregate, combined single limit
Automobile ..... $1M combined single limit
Umbrella/excess policy as to above coverages ..... $10M aggregate
Professional Liability (claims-made) ..... $5M per claim/$5M annual aggregate

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely yours,
Barr Engineering Co.

By _____
Nathan Campeau, P.E.
Vice President

Accepted this ___ day of _____, 2025

Vadnais Lake Area Watershed Management Organization

By _____
Phil Belfiori
Its District Administrator

Attachments
Standard Terms—Professional Services

STANDARD TERMS—PROFESSIONAL SERVICES

Barr's Agreement with Client consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Barr's Responsibilities

1.1 Barr will provide the professional services ("Services") described in this Agreement. Barr will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of Barr's profession practicing in the same locality.

1.2 Barr will select the means, methods, techniques, sequences, or procedures used in providing its Services. If Client directs Barr to deviate from Barr selections, Client agrees to hold Barr harmless from claims, damages, and expenses arising out of Client direction.

1.3 Barr will acquire all licenses applicable to its Services and will comply with applicable law.

1.4 Barr duties do not include supervising Client contractors or commenting on, supervising, or providing the means and methods of their work unless Barr accepts any such duty in writing. Barr will not be responsible for the failure of Client contractors to perform in accordance with their undertakings.

1.5 Barr will provide a health and safety program for Barr employees, but will not be responsible for contractor, job, or site health or safety unless Barr accepts that duty in writing.

1.6 Estimates of Barr's fees or other project costs will be based on information available to Barr and on Barr's experience and knowledge. Such estimates are an exercise of Barr's professional judgment and are not guaranteed or warranted. Actual costs may vary. Client should add a contingency to the budgeted fees and costs to account for unexpected costs.

1.7 The information Client provides to Barr will be maintained in confidence except as required by law.

Section 2: Client Responsibilities

2.1 Client will provide access to property.

2.2 Client will provide Barr with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of Barr's Services. Client will hold Barr harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to Barr's attention or not correctly shown on documents Client furnishes to Barr.

2.3 Client agree to provide Barr with information on contamination and dangerous and hazardous substances and processes Barr may encounter in performing the Services and related emergency procedure information.

2.4 Client agree to hold Barr harmless as to claims that Barr is an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.

2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If Client is requesting that Barr provide services that include this risk, Client agrees to hold Barr harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by Barr negligence.

2.6 Monitoring wells are Client property and Client is responsible for their permitting, maintenance and abandonment unless Barr accepts that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are Client property. They will be discarded or returned to Client, at Barr's discretion, unless within 15 days of the report date Client gives written direction to store or transfer the materials at Client expense.

2.7 Client agrees to make disclosures required by law. If Barr is required by law or legal process to make such disclosures, Client agrees to hold Barr harmless and indemnify Barr from related claims and costs, including reasonable attorneys' fees.

Section 3: Digital Files, Reports and Work Product

3.1 Barr's digital files, including but not limited to models, executable data, source code, and all other digital files, remain the property of Barr and shall be provided to the Client only if expressly provided for in this Agreement. Any digital files not containing a seal are provided for the convenience of the Client only, and use by Client or others to whom Client provides the digital files is at the Client's sole risk and without liability to Barr.

3.2 Barr will retain all data relating to the Services for a minimum of seven years and financial data for three years.

3.3 Barr reports, notes, calculations, and other documents, and computer software, programs, models, and data developed by Barr are instruments of Barr Services, and they remain Barr property, subject to a license to Client for Client's use in the related project for the purposes disclosed to Barr. At Barr's request, Client will execute Barr's standard digital data and conditional use agreement prior to receiving any digital data files. Further, Client may not use or transfer such information and documents to others for a purpose for which they were not prepared without Barr's written approval. Client agrees to indemnify and hold Barr harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use.

3.4 Because electronic documents may be modified intentionally or inadvertently, Client agrees that Barr will not be liable for damages resulting from change in an electronic document occurring after Barr's transmittal to Client. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic format, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.

3.5 If Client does not pay for the Services in full as agreed, Barr may retain reports and work not yet delivered to Client and Client agrees to return to Barr our reports and other work in Client's possession or under Client's control. Client agrees not to use or rely upon Barr Services or work for any purpose until it is paid for in full.

Section 4: Compensation

4.1 Client will pay for the Services as agreed or according to the current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and Client should allow for a contingency in addition to estimated costs.

4.2 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees

4.3 If Client directs Barr to invoice another, Barr will do so, but Client agrees to be responsible for Barr compensation unless Client provides Barr with that person's written acceptance of the terms of Barr's Agreement and Barr agrees to extend credit to that person.

4.4 Client agrees to compensate Barr in accordance with Barr's fee schedule if Barr is asked or required to respond to legal process arising out of a proceeding to which Barr is not a party.

4.5 If Barr is delayed by factors beyond Barr's control, or if the project conditions or the scope of work change, or if the standards change, Barr will receive an equitable adjustment of our compensation.

4.6 In consideration of Barr providing insurance to cover claims made by Client, Client hereby waives any right of offset as to payment otherwise due to Barr.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Barr and Client will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.

5.2 Barr will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Barr and Client waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.

5.3 Barr will not be liable for damages unless Client has notified Barr of Client's claim within 30 days of the date of Client discovery of it and unless Client has given Barr an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.

5.4 For Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for Barr's Services, but not less than $50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. If Client is unwilling to accept this allocation of risk, Barr will increase Barr's aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, Client provides payment in an amount that will increase Barr fees by 10%, but not less than $500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If Client fails to pay Barr within 60 days following invoice date, Barr may consider the default a total breach of this Agreement and, at Barr's option, Barr may terminate all of Barr's duties without liability to Client or to others.

5.6 If Barr is involved in legal action to collect compensation, Client agrees to pay Barr's collection expenses, including reasonable attorneys' fees.

5.7 The law of the state of Minnesota will govern all disputes. Barr and Client hereby agree to submit to the exclusive jurisdiction of the State Courts sitting in Hennepin County, Minnesota, for all claims relating to the contract of the services performed by Barr and waive any objections to such location based on jurisdiction, venue or inconvenient forum. Barr and Client waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and Client agrees not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

6.1 Barr will provide a certificate of insurance to Client upon request. Any claim as an Additional Insured will be limited to losses caused by Barr's sole negligence.

6.2 This Agreement is Barr's entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for Barr and Client making specific reference to the provision modified may modify it.

6.3 Neither Barr nor Client will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.

6.4 Only a writing may terminate this Agreement. Barr will receive an equitable adjustment of Barr's compensation as well as Barr's earned fees and expenses if Barr's work is terminated prior to completion.

6.5 Barr will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. Barr will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Barr actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.

6.6 Neither Barr nor Client, including Barr officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms