

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 7th day of February 2023, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **WSB**, 701 Xenia Ave. S., Ste. 300, Minneapolis, MN 55416 ("Consultant").

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional services by the Consultant for the City for the following described Project:

Municipality Engineering Services for City Engineer and Project Engineer

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work and any addenda thereto. The Consultant shall serve as the City's professional consultant in the specified work and shall provide consultation and advice to the City during the performance of its services. The Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. A Consultant requesting a requirement to be waived must have written authorization from the City Engineer and must be incorporated into this agreement.
2. **Time for Performance of Services.** The Consultant will endeavor to perform the services outlined in the work program within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Term.** The term of this Agreement will be from February 7, 2023, through July 31, 2023, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
4. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, attached and made a part of this Agreement, which may be amended from time to time by mutual agreement by City and Consultant. The Consultant's hourly rates must be based on the hourly rates approved by the City.

The Agreement amount shall include all services to be rendered by the Consultant as part of this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the services herein) except for special services authorized in writing by the City. The amount stipulated shall be considered a "Not to Exceed" cost to the City.

The Consultant must keep track of the costs billable under this contract at all times; any work in excess of the negotiated amount shall not be eligible for payment unless preapproved. The Consultant must notify the City if the Consultant anticipates that the negotiated amount might be exceeded, in order to determine whether or not the City is prepared to increase the compensation. This notification and approval must occur in advance of the work occurring to be considered for compensation.

5. **Payment of Fees.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. The monthly billing must summarize the progress of the project as certified by the Consultant. For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount, and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.931. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City. Consultant bills submitted will be paid in the same manner as other claims made to the City.
6. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

7. **Termination.** Termination for Cause. This Agreement may be terminated by City by seven day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses until the effective date of termination.

If, through any cause (except those reasonably beyond Consultant's control), the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulation of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just, equitable compensation for any satisfactory work completed on such documents and other materials prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

In the event this Contract is terminated for cause, then the City may take over and complete the work, by contract or otherwise, and the Consultant and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, any other rights which the City may have.

Termination Not For Cause. The City may terminate this Contract at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property. If the Contract is terminated by the City as provided in this paragraph, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments or compensation previously made.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services not Provided for.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program

work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
17. **Liability and Indemnity.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his employees, or anyone else for whom he is legally responsible in the performance of this Agreement.

The Consultant assumes full responsibility for relations with its subcontractors, and must hold the City harmless and must defend and indemnify the City, its employees and agents, for any claims, damages, losses, and expenses in any manner caused by such subcontractors, arising out of or connected with this contract.

18. **Insurance.** During the term of this Agreement, Consultant must procure and maintain during the life of this Contract, and provide the City with a certificate of insurance showing, the following coverage for each occurrence and in aggregate:
 - A. Comprehensive General Liability Insurance, including Broad Form Property Damage, Completed Operations and Contractual Liability for limits not less than \$1,500,000 each occurrence for damages of bodily injury or death to one or more persons and \$1,500,000 each occurrence for damage to or destruction of property.
 - B. Insurance coverage for Special Hazards, including but not limited to explosion hazard, collapse hazard, underground property damage hazard, (commonly known as XCU).
 - C. Comprehensive Automobile Liability Insurance, in an amount not less than \$1,500,000 for each occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.
 - D. Errors and Omissions Insurance against errors and omissions resulting from the performance of Consultant's work under this Agreement. Said coverage shall be in an amount not less than \$2,000,000.
 - E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

F. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraphs A, B, and C, and must receive notice ten (10) days prior to the cancellation or expiration any of the specified insurance. If the deductible provisions of the Consultant's coverage or any subcontractor's coverage is questioned by the City, the Consultant shall provide the City, upon request, "Proof of Assets".

This policy must provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

19. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.
20. **Whole Agreement.** This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF SHAKOPEE

WSB

By: _____
Bill Reynolds, City Administrator

Date: _____

By: _____

Its: _____ Contracts Officer

Date: _____

By: _____
Matt Lehman, Mayor

Date: _____

EXHIBIT A



January 31, 2023

Mr. Bruce Loney, PE
Interim City Engineer
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Re: Proposal to Provide Professional Engineering Services
Interim City Engineer

Dear Bruce:

On behalf of WSB, we are pleased to submit this proposal to provide Interim City Engineer services to the City of Shakopee. We anticipate providing staff to fill the role immediately upon receiving Council authorization and will continue to serve the City until a new City Engineer is hired by the City, for a period of up to 6-months. Following this 6-month period, should the City still require interim services, WSB will work with the City to provide additional support as needed.

We have developed an approach based on our understanding of your needs as well as our familiarity with the City. Our approach includes the following:

Proposed Interim City Engineer

We propose to assign John Bradford, PE as the Interim City Engineer for the City of Shakopee. John has over 29-years of experience in public works and municipal engineering. John previously served as the Maintenance Superintendent for the City of Bloomington; as the City Engineer for the City of Woodbury; and as the City Engineer for the City of Hopkins. The depth of John's public works experience, coupled with his ability to effectively communicate and work with in-house staff to manage workloads, make him the ideal candidate for this role.

John works with a straightforward communication style and strong leadership skills. He is a collaborator that works well in a team environment. John's ability to listen to the opinions of others, make solid recommendations, and support the decision of the team is an area of strength. John provides transparent leadership, will support the goals of the City and will build on the foundation that already exists at the City. From his experiences leading Public Works and Engineering Departments, John recognizes the importance of engaging staff, especially during a transition process for the recruitment of a new City Engineer.

We expect to provide the following services to the City based on our discussion with you:

Scope of Services for Interim City Engineer

- Staff coordination and direction.
- Communication of all necessary information to the City's Administrative Team and Council regarding Engineering operations, and facilitation of effective updates to stakeholders.

- Ensuring the Department delivers prompt, courteous and thorough customer service to the community.
- Overseeing the preparation and timely submittal of all Council agenda items.
- Coordinating weekly with Public Works and Engineering Divisions.
- Coordination of invoice payments with the City's Finance Department
- Overseeing timely and on-budget delivery of on-going projects, studies, and permitting efforts currently underway within the Department.
- Coordination with the City Attorney's office as necessary.
- Managing Department and Capital Improvement Plan budget expenditures.
- Attending weekly Department Head meetings.
- Attending City Council meetings.
- Providing office hours on a specified schedule for regular and predictable availability, as well as flexibility to schedule additional meetings as needed.
- Attending meetings with potential developers to discuss platting and project requirements leading to up to an application for preliminary plat or site plan review.
 1. Following formal applications from developers for site plan or plat reviews, it is proposed that John will turn the review over to the City's in-house staff or the City's Interim Project Engineer to complete subsequent reviews.

This list is not all-inclusive, nor is it meant to be. We are comfortable working with you to prioritize the time spent on specific activities to get the most out of the time allocated to the position.

Office Hours

Close coordination and communication with the City will be important to ensure the appropriate amount of time is being allocated to keep important tasks on schedule. We believe that John can effectively serve the City by providing 24-32 hours of on-site office hours each week.

It is proposed that office hours coincide with scheduled Department Head meetings. While additional on-site meetings with City Staff, residents, or other agencies will be scheduled as needed, in order to provide a consistent schedule we propose to have John maintain office hours at Shakopee facilities from 8:00 a.m. to 4:30 p.m. three or four days per week. The specified office hour days will be agreed upon by WSB and the City. If it is determined that an alternative schedule would be beneficial to the City, we will work with you to adjust as needed.

Basis of Compensation

Our goal is to provide the City with a compensation structure that best fits the needs of staff and customers alike. In addition to the strong leadership John brings with him to support the Department during this transitional time, the WSB Team wants to bring value to City services.

Based on the scope outlined above, we propose to provide John's services on monthly retainer basis of \$15,000 per month. This assumes 24-32 hours per week of on-site support. Assuming that John provided an average of 32 hours per week of service four weeks per month, this would equate to an hourly billing rate of approximately \$117/hour. This rate would be effective through July 31, 2023. If the City wishes to continue this agreement beyond July 31, 2023 we would be happy to meet with the City to evaluate additional Interim City Engineer services and provide a supplemental proposal. As a new City Engineer is hired on by the City, WSB will work with the City Administrator to define a mutually agreeable end-date for Interim Services.

As an alternative John's services can also be billed on a time and materials basis at John's standard 2023 billing rate of \$223/hour. Billing on a time and materials basis for John's services may be advantageous to the City if less than 20 hours per week of service is anticipated.

For services that may be requested outside of this retainer scope, we propose to provide Interim City Engineer Services John's standard 2023 hourly rate. Prior to beginning work on any requested out-of-scope services, John will seek authorization from the City Administrator after clearly defining the scope and expectations for deliverables.

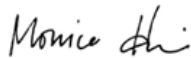
Start Date

We propose to have this contract begin immediately upon Council authorization so that you will have an opportunity to transition your workload to John before March. If you agree with the terms laid forth in this proposal, WSB will execute the City's Standard Professional Services Agreement for this work.

If you have any questions or concerns, please contact me at 952-737-4675. Thank you for the opportunity to serve the City of Shakopee.

Sincerely,

WSB

A handwritten signature in black ink that reads "Monica Heil". The signature is written in a cursive, flowing style.

Monica Heil, PE
Vice President of Municipal Services



John Bradford, PE

SR. MUNICIPAL ENGINEER



John has worked in the private and public sectors for 29 years. He began his career as a water/wastewater and municipal consultant. For the last 17 years, John has been in public sector roles with the cities of Hopkins as City Engineer, Woodbury as City Engineer and Deputy PW Director, and Bloomington as Maintenance Superintendent overseeing Streets, Parks, Facilities, Traffic and Fleet Maintenance. He has experience in policy development, capital improvement planning, infrastructure planning, comprehensive planning, site master planning, facility expansion projects, and interagency partnership agreements, labor contract negotiations, and culture change management.

SERVICE GROUP:

Municipal

REGISTRATION:

Professional Engineer
Minnesota #25927

EDUCATION:

Bachelor of Science Civil
Engineering, University of
Minnesota, 1993

Master of Public
Administration,
Metropolitan State
University, 2010

MEMBERSHIPS:

APWA, CEAM

Program Manager | Hopkins and Woodbury, MN

CLIENT: CITIES OF HOPKINS AND WOODBURY

PROJECT DURATION: FEB 2021 - JAN 2022

As the City Engineer in these communities oversaw the development and implementation of the CIP, PMP, and Private Development programs. Annual program budgets ranged from \$1 – \$3 Million in Hopkins and \$15 - \$25 Million in Woodbury.

Roadway PMP Financial Analysis | Woodbury, MN

CLIENT: CITY OF WOODBURY

PROJECT DURATION: 2016

As the City Engineer Engineering and Deputy Public Works Director, John oversaw the internal effort to analyze long-term assessment revenues and capital expenses. Streets were deteriorating faster than predicted in the long term pavement management plan (PMP) model that had been in place for decades. This effort developed an innovative assessment policy to generate sufficient revenue to fund the necessary work and protect the City from property owner challenges to proposed assessments. The cost estimating and assessment models led to larger project areas and a healthier financial position for the PMP program.

Utility Rate Analysis | Woodbury, MN

CLIENT: CITY OF WOODBURY

PROJECT DURATION: 2017

As the City Engineer Engineering and Deputy Public Works Director developed a Water/Sewer Rate Study and long-term model. The goal of the analysis was to identify and mitigate the impact of removing assessment revenue and adding a meter replacement program totaling approximately \$1.5 million annually. A fiscally viable plan was constructed and adopted by Council to gradually raise rates to pay for capital expenditures associated with street construction through user rates. Conducting this study inhouse saved the City approximately \$50,000 when compared with utilizing a financial consultant.



January 31, 2023

Mr. Bruce Loney, PE
Interim City Engineer
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Re: Proposal to Provide Professional Engineering Services
Interim Project Engineer

Dear Bruce:

On behalf of WSB, we are pleased to submit this proposal to provide Interim Project Engineer services to the City of Shakopee. We anticipate providing staff to fill the role immediately upon receiving Council authorization and will continue to serve the City until a new Project Engineer is hired by the City, for a period of up to 6-months. Following this 6-month period, should the City still require interim services, WSB will work with the City to provide additional support as needed.

We have developed an approach based on our understanding of your needs as well as our familiarity with the City. Our approach includes the following:

Proposed Interim Project Engineer

We propose to assign Kris Keller, PE as the Interim Project Engineer for development review work in the City of Shakopee. Kris has over 18-years of experience in municipal engineering. For the past two years, Kris had augmented the City of Prior Lake's Engineering Department, completing development and site plan reviews and otherwise supporting in-house City Staff as needed. Kris' experience completing development plan reviews is second to none, and his efficiency and completeness of reviews will be an asset to a developing community like Shakopee.

Kris will also receive all right-of-way permits and coordinate WSB's review. Kris will work with a Graduate Engineer or Engineering Technician at WSB to complete the reviews off-site. WSB has a great deal of experience supporting communities with the review of right-of-way permits in this manner.

We expect to provide the following services to the City based on our discussion with you:

Scope of Services for Interim Project Engineer

- Attending weekly DRC meetings. This service to be provided by Kris Keller.
- Providing office hours on a specified schedule for regular and predictable availability, up to two days per week, as well as flexibility to schedule additional meetings as needed. This service will also be provided by Kris Keller.
 1. Kris will provide additional development review support off-site, up to 32-hours per week.

- Right-of-way permit reviews are proposed to be completed by a WSB Graduate Engineer or Engineering Technician on an as-needed basis. It is proposed that the right-of-way permits will be funneled through Kris Keller in the office, who coordinate and supervise review and approval. It is proposed that right-of-way permit reviews be completed remotely from WSB's offices. Should any site reviews be required with the permit, Kris Keller will coordinate to complete that work when he is in City Hall.

This list is not all-inclusive, nor is it meant to be. We are comfortable working with you to prioritize the time spent on specific activities to get the most out of the time allocated to the position.

Office Hours

Close coordination and communication with the City will be important to ensure the appropriate amount of time is being allocated to keep important tasks on schedule. We believe that Kris can effectively serve the City by providing 8-16 hours of on-site office hours each week. In order to provide a consistent schedule we propose to have Kris maintain office hours at Shakopee facilities from 8:30 a.m. to 4:30 p.m. one or two days per week. The specified office hour days will be agreed upon by WSB and the City. If it is determined that an alternative schedule would be beneficial to the City, we will work with you to adjust as needed.

Basis of Compensation

Our goal is to provide the City with a compensation structure that best fits the needs of staff and customers alike. In addition to the strong technical skills Kris and the WSB Team bring with them to support the Department during this transitional time, the WSB Team wants to bring value to City services.

For site plan and plat reviews, WSB will work with the City to establish separate billing invoices associated with development reviews that will be invoiced by development at WSB's standard 2023 billing rates. Kris' 2023 billing rate is \$166/hour.

Based on the scope and complexity of the development, Kris may need to bring in technical experts, such as Traffic or Water Resources, to assist with the review. In these instances, it is proposed that services will also be provided in accordance with WSB's 2023 billing rates, a copy of which is attached.

Right-of-way permit reviews will be completed by a WSB Engineering Technician or Graduate Engineer under Kris' direction. Engineering Technicians and Graduate Engineers with previous right-of-way permit review experience have typical hourly billing rates of \$103 - \$114/hour. It has been our experience that right-of-way permit reviews can generally be completed within 30 minutes per permit application.

There will be no charge for expenses such as WSB-provided equipment, including computers and cell phones, and WSB will not invoice the City of Shakopee for mileage associated with office hours in City Hall.

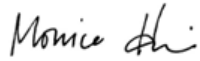
Start Date

We propose to have this contract begin immediately upon Council authorization so that City Staff can begin transitioning their workloads right away. If you agree with the terms laid forth in this proposal, WSB will execute the City's Standard Professional Services Agreement for this work.

If you have any questions or concerns, please contact me at 952-737-4675. Thank you for the opportunity to serve the City of Shakopee.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "Monica Heil".

Monica Heil, PE
Vice President of Municipal Services



Kris Keller, PE

DESIGN ENGINEER



Kris is a Project Engineer in WSB's Municipal Group with over 15 years of experience in municipal and other civil engineering projects including streets, storm sewers, water distribution systems, sanitary sewer systems, site grading, and development review. His responsibilities include the design and/or preparation of project plans, specifications, construction management, engineer estimates, and permitting.

SERVICE GROUP:
Municipal

REGISTRATION:
Professional Engineer
Minnesota #50087

EDUCATION:
Bachelor of Science in
Mechanical Engineering,
University of Minnesota
2004

Development Review and General Engineering Support | Prior Lake, MN

CLIENT: CITY OF PRIOR LAKE

PROJECT DURATION: JUN 2021 - CURRENT

As Engineering Staff support, assists the City's Engineering staff with the review of residential and commercial development submittals. Attends weekly Development Review Committee meetings and coordinates City response memos to send out to applicants. On-site in-office one day a week.

Residential and Commercial Development Review | Various Cities

CLIENT: VARIOUS CITIES

PROJECT DURATION: JAN 2017 - CURRENT

As a Project Engineer serving the communities, Kris coordinates with WSB and City staff to review residential and commercial developments on behalf of the Cities for conformance to City and industry standards. Organizations that have been served in the past year include: The cities of Richfield, Woodbury, Lonsdale, Dundas, Grant, Hanover, Long Lake, Mahtomedi, Monticello, Medina, North Branch, St. Anthony, St. Michael, Wyoming, Hugo, Rosemount, and the City of St. Paul Sewers Department.

Right of Way Permit Review | Various Cities

CLIENT: VARIOUS CITIES

PROJECT DURATION: JAN 2018 - CURRENT

As a Project Engineer serving the communities, Kris reviews right of way permit submittals from utility providers for work in the City rights of way for potential impacts and conformance to City requirements. Submittals were documented and logged for future reference. Organizations that have been served in the past year include: The cities of Afton, Wyoming, Dundas as well as the Town of May.

Certificate of Survey and As-built Survey Review | Lonsdale, MN

CLIENT: CITY OF LONSDALE

PROJECT DURATION: SEPT 2021 - CURRENT

As a Project Engineer, Kris reviews certificates of survey and as-built surveys for new home construction for conformance to approved developmental grading plans as well as City standards. Kris coordinates with City Planning staff as well as builders during the review process.

2023 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$235
PRINCIPAL ASSOCIATE	\$173 – \$223
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$173 – \$223
PROJECT MANAGER	\$152 – \$170
PROJECT ENGINEER GRADUATE ENGINEER	\$102 – \$169
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$68 – \$167
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$78 – \$162
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$68 – \$160
PLANNER SR. PLANNER	\$80 – \$167
GIS SPECIALIST SR. GIS SPECIALIST	\$78 – \$167
CONSTRUCTION OBSERVER	\$104 – \$135
SURVEY	
One-Person Crew	\$175
Two-Person Crew	\$235
OFFICE TECHNICIAN	\$60 – \$102

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

EXHIBIT B

Bruce Loney

From: Bruce Loney
Sent: Wednesday, January 25, 2023 4:32 PM
To: bloney@shakopeeMN.gov
Subject: Proposal for Engineering services for the city of Shakopee

the city of Shakopee needs consultant services to provide us the following:

City Engineer position for 3 to 6 months and possibly longer depending on when the position can be filled. The number of hours per week may vary but it is anticipated that a minimum of 24 hours to 32 hours would be necessary.

Project Engineer position for 3 to 6 months to provide plan review of development projects and right of way permit review. The number of hours per week may vary depending on the plans to be reviewed and right of way permits to be processed. I would anticipate the number of hours to be 16 to 32 per week.

In your proposal we would like to submit the persons to be proposed for each position, their availability, their hourly rate, and their resume of experience.

We would like to have your proposal submitted back to me by next Tuesday, January 31, 2023, if you are interested. Any questions on this email, please feel free to contact me.



Bruce Loney

Interim City Engineer | City of Shakopee
485 Gorman St., Shakopee MN 55379
952-233-9361 | bloney@ShakopeeMN.gov | www.ShakopeeMN.gov
Follow us on: [Facebook](#) | [Twitter](#) | [YouTube](#)