

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 26th day of August 2022, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **BLONDO CONSULTING, LLC.**, 3939 Sand Hill Road, Kettle River, MN 55757 ("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:

CR101 and Shenandoah Drive Traffic Signal and Improvements (Cultural Resources)

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 August 26, 2022, through October 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. 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 \$1,000,000.

C. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

D. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraph A 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

Blondo Consulting, LLC.

By: _____
Bill Mars, Mayor

Date: _____

By: _____
William H. Reynolds, City Administrator

Date: _____

By: Steven Blondo

Its: Contracts Officer

Date: 08/26/2022



STEVEN J. BLONDO, MA
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218-485-1174 • STEVEN@BLONDOCONSULTING.COM
WWW.BLONDOCONSULTING.COM

August 26, 2022

Darin Manning, PE
Project Coordinator, Engineering Division
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

RE: Scope of Work and Fee Proposal: Cultural Resources Services for Proposed Intersection Improvements, County Road 101 and Shenandoah Drive, Shakopee, Scott County, Minnesota

Dear Darin,

In response to your request, Blondo Consulting, LLC (Blondo Consulting) has prepared the following Scope of Work and Fee Proposal for a Phase I Cultural Resources Survey for the Proposed Intersection Improvements at County Road 101 and Shenandoah Drive, Shakopee Scott County, Minnesota, Township 115N, Range 22W, Section 5. The proposed project involves construction of a new traffic signal at the intersection of County Road 101 and Shenandoah Drive as shown on initial project plans provided in an email dated August 10, 2022. One map showing the proposed project extents were provided and the following Scope of Work and Cost Estimate includes a Phase I Cultural Resources Survey of this proposed plan. Work will be completed within the defined Area of Potential Effect (APE), the area where ground disturbing activities may occur. Due to the nature of the proposed project, the APE has been defined as the proposed construction boundary that contains traffic signal installations and intersection improvements. Should project plans be further refined, adjustments may be made to the following proposal.

PROJECT UNDERSTANDING

The project is currently in the planning process. The proposed improvements are located within a culturally rich area near the Minnesota River. Numerous recorded and reported archaeological and burial sites are within the vicinity, including two well defined and National Register of Historic Places (NRHP) eligible mound groups (both bordering the intersection), an NRHP listed historic district, and numerous archaeological and historic sites. The attached Scope of Work and Cost Estimate is divided into a number of tasks representing a staged approach to the cultural resource assessment. The purpose of the survey is to learn whether any archaeological sites and features (including mounds or burials) exist within the Area of Potential Effect (APE), assist in coordination and consultation with agencies and tribal communities, and identify appropriate next steps to successfully complete the improvements.

REVIEW AND COMPLIANCE

As a nonfederal public entity, the City of Shakopee will be required to comply with the Field Archaeology and Historic Sites Act (Minn. Stat. 138). Minnesota Statute 138: Field Archaeology and the Historic Sites Act. Section 138.665 Subdivision 2 states,

the state, state departments, agencies, and political subdivisions, including the Board of Regents of the University of Minnesota, have a responsibility to protect the physical features and historic character of properties designated in section 138.662 and 138.664 or listed on the National Register of Historic Places created by Public Law 89-665. Before carrying out any undertaking that will affect designated or listed properties, or funding or licensing an undertaking by other parties, the state department or agency shall consult with the Minnesota Historical Society pursuant to the society's established procedures to determine appropriate treatments and to seek ways to avoid and mitigate any adverse effects on designated or listed properties. If the state department or agency and the Minnesota Historical Society agree in writing on a suitable course of action, the project may proceed (The Revisor of Statutes, 2018).

Additionally, the proposed project is subject to review under the Minnesota Private Cemeteries Act (Minn. Stat. 307.08). Subdivision 10 of Minn. Stat. 307.08 states,

When human burials are known or suspected to exist, on public lands or waters, the state or political subdivision controlling the lands or waters or, in the case of private lands, the landowner or developer, shall submit construction and development plans to the state archaeologist for review prior to the time bids are advertised and prior to any disturbance within the burial area. If the known or suspected burials are thought to be Indian, plans shall also be submitted to the Indian Affairs Council. The state archaeologist and the Indian Affairs Council shall review the plans within 30 days of receipt and make recommendations for the preservation in place or removal of the human burials or remains, which may be endangered by construction or development activities.

Currently, no federal involvement is anticipated, however federal permitting, funding, or land ownership may trigger project review under Section 106 of the National Historic Preservation Act (NHPA) as regulated by 36 CFR § 800. Federal, state, or local compliance requires an assessment of potential effects on historic and cultural resources. Additional review of cultural resources studies may be done at the local level or at the state level by the State Historic Preservation Office (SHPO) and the Office of the State Archaeologist (OSA), or in the case of tribal involvement, a Tribal Historic Preservation Office (THPO) and the Minnesota Indian Affairs Council (MIAC). SHPO, THPO, MIAC, and OSA require that surveys be conducted by a qualified professional who meets the Secretary of the Interior Professional Qualifications Standards as outlined in 36 CFR § 800.2(a)(1), and also outlines standards and guidelines for conducting work in the state.

TEAM EXPERIENCE AND QUALIFICATIONS

Blondo Consulting has assembled a qualified team to ensure project success. Team members exceed the standards, requirements, and guidelines of local, state, and federal requirements. All three principal investigators are qualified for Minnesota State Licensure. Established in 2009, Blondo Consulting, LLC endeavors to balance the consideration of past resources with the accommodation of future goals. Our company has completed nearly 1,400 projects in 15 states across the country.

Steven J. Blondo, MA, owner of Blondo Consulting, holds a Master's degree in Anthropology (Cultural Heritage Studies) from the University of Minnesota. Steven meets Secretary of the Interior's Qualifications Standards and has been assisting clients with compliance related Cultural Resources work for nearly 20 years. Steven has established outstanding relationships with State SHPOs, OSAs, and many tribal offices by completing small to large and complex projects and coordinating client compliance repeatedly. Steven has conducted numerous archaeological investigations related to prehistoric and historic period sites and evaluated historic architectural properties for National Register of Historic Places eligibility.

Kelly Wolf, MA, RPA holds a Master's degree in Anthropology (Cultural Heritage Management) from the University of Minnesota with an emphasis on historic archaeology. Over the past fifteen years, Kelly has served as archaeologist, historian, and Principal Investigator completing all phases of archaeological and historical survey from identification and evaluation to management and treatment. Kelly has participated in client and stakeholder meetings and successfully completed nominations for National Register of Historic Places listing for archaeological sites and historic structures. Kelly meets the Secretary of the Interior's Qualifications Standards for archaeology and history and is a Registered Professional Archaeologist.

Lindsey Reiners, MS, RPA holds a Master's degree in Cultural Resource Management: Archaeology from St. Cloud State University with an emphasis on prehistoric archaeology. Lindsey has eighteen years of experience as a field archaeologist and Principal Investigator throughout the Plains and Midwest. Lindsey has researched site history, located, excavated, and interpreted historic and prehistoric sites, authored a wide variety of reports, participated in client and stakeholder meetings, and coordinated and managed all aspects of project completion. Lindsey meets the Secretary of the Interior's Qualifications Standards and is also a Registered Professional Archaeologist.

SCOPE OF WORK- PHASE I

As described in a virtual meeting on August 9, 2022, it is understood that the City of Shakopee will be retaining SRF Consulting Group (SRF) to complete design and planning studies for improvements at the intersection of County Road 101 and Shenandoah Drive. These improvements will include the addition of a traffic signal which will include new signal poles, electrical routing and conduit, and six-foot by six-foot loop detectors; and the addition of a left turning lane on the westbound side of County Road 101 to turn left onto southbound Shenandoah Drive.

The following Scope of Work- Phase I has been divided into a number of smaller tasks to complete a Phase I Cultural Resources Reconnaissance of the proposed project. This allows for a seamless flow and flexibility as the project progresses. Following this will be a Scope of Work- Monitoring to complete Archaeological Monitoring during construction. Initial Phase I Tasks (Tasks 1 and 2) will create an understanding of previously recorded cultural resources, open dialogue and begin coordination and consultation with the OSA, MIAC, SHPO, and four Dakota Communities (THPOs), and assist in determining project next steps. Projects which involve (or may involve) mounds, burials, and human remains follow a process dictated by state law and based on past practice but are reviewed on a project-by-project basis by agencies and tribal communities. Variation from past best practices can be expected and are typically identified during initial project consultation. Tasks 3, 4, and 5 includes field studies,

artifact processing and analysis, and provide results through the completion of a compliance report. Monitoring Tasks will include the completion of an Inadvertent Discoveries Plan and a Monitoring Plan (Task 7). Task 8 will involve archaeological monitoring of all construction activities that may cause ground disturbance, artifact processing, and provide results through the completion of a compliance report.

Task 1. Background Research and Development of Site Context

Under this task, Blondo Consulting will complete thorough background research into the historic use of and significance of the area. Background research will take place online or in person at the Minnesota Historical Society, SHPO, OSA, and at local historical societies. Detailed background research will be utilized to develop a site-specific context and understanding of the potential for intact archaeological resources (including human remains) in the vicinity of the project area. The location of the project area adjacent to two NRHP eligible and previously recorded burial mound sites (21SC0022 Pond Mound Group and 21SC0024 Steele Mound Group) will require detailed research to better understand potential project impacts on these sensitive resources. Previous studies and work completed to date (development and construction) will be discussed in order to understand intact versus disturbed areas within the project area. Blondo Consulting has previously completed cultural resources studies in the adjacent Shakopee Memorial Park, The Landing-Three Rivers Park District, and surrounding areas and will pull from that experience to inform the research under this task.

Task 2. Coordination/Consultation with Stakeholders

Under Minnesota Statute 307.08 “The Private Cemeteries Act”, OSA and MIAC have management responsibilities for all unplatted cemeteries (and suspected burials) in the state. Under this task, Blondo Consulting will complete initial consultation with the OSA, MIAC, and tribal communities. Consultation will assist in project area understanding and development of appropriate next steps including field methodology for testing of the intersection area. Coordination and Consultation activities may involve an onsite field visit to discuss the potential impacts of the proposed project, or conference call via telephone or Zoom.

This task will also include additional project meetings as needed. These meetings may be onsite, or via conference call or Zoom. General Project Management is also included under this task.

Task 3. Phase I Archaeological Survey

Under this task, Blondo Consulting will complete a field survey of the proposed project. Fieldwork will be conducted in accordance with SHPO requirements and based on requirements established through consultation under Task 2. Stakeholders (City of Shakopee, OSA, MIAC, SHPO, and THPOs) will be invited to join Blondo Consulting during the field survey. Meeting onsite to see fieldwork in real time decreases later questions and/or concerns regarding methods and results.

Shovel testing is recommended for areas within previously recorded and reported archaeological sites and within areas where ground disturbance is likely to occur. The results of this survey will assist in project planning: identifying areas which have or may have the potential to contain previously recorded and unrecorded archaeological and historic sites. For purposes of the current proposed project, the entire APE will be surveyed. The APE is understood to include the entirety of the proposed construction area for the planned traffic signal and intersection improvements. This totals approximately 0.5 miles

within approximately 5.75 acres. Archaeological testing will be limited to the unpaved portions of the road right-of-way (ROW) and where there are no existing buried utilities. This testing will be used to assess the presence or absence of original and intact soils or disturbed cultural materials associated with the known burial mounds.

Shovel testing consists of excavation of an approximately 30 to 40-centimeter (one foot) diameter hole through the ground and into subsoil (typically no more than one meter (three feet)). All soils are screened through ¼-inch wire mesh to identify cultural materials. Shovel test holes are photographed, and a written description of soils and findings are completed. Standard protocols follow an interval between shovel testing of fifteen meters (approximately 50 feet). When cultural material is identified, a shovel test is considered “positive” and additional testing is completed. From a “positive” shovel test, a series of radial shovel tests are excavated, in the four cardinal directions at a five-meter (approximately fifteen-foot) distance. Within previously recorded archaeological sites, confirmation of site boundaries may be necessary. Evaluation of these sites (and any new sites) will not be included in this scope of work but may be required as a next step in the process. The cost estimate below assumes no more than 50 shovel tests on a 15-meter grid (Task 3a), and an additional 30 radial shovel tests (Task 3b) to define site boundaries if needed.

Task 4. Artifact Assessment and Cataloging

Included in Task 4 is an assessment of the artifact assemblage and cataloging of individual artifacts prior to long term storage. Curation will be at the Minnesota Historical Society. If artifacts are determined to be mortuary in nature, then repatriation will take place through consultation with tribal communities. It is assumed that total artifacts will not exceed 100. Curation costs for the Minnesota Historical Society are included in the cost estimate.

Also included in this task will be the updating of any recorded site files as necessary with the OSA and SHPO.

Task 5. Completion of Project Report

Under this task, Blondo Consulting will provide the following deliverables: mapping of areas of cultural and historic resources concerns, and the completion of a compliance report. This report, which will be issued at the conclusion of the survey, will include a discussion of historical context, research and field results, as well as potential next steps for the project. If required, management recommendations for compliance, clearance, or additional work (for example - assessment of project effects), may also be included. This report will meet SHPO standards for Section 106 compliance, a standard for all archaeological work (local, state, or federal) completed in the state.

Task 6. Mapping

Under Task 7, Blondo Consulting will prepare maps for fieldwork, record and map results, and complete report mapping. GIS Shapefiles of field results will also be completed for project planning purposes.

SCOPE OF WORK- ARCHAEOLOGICAL MONITORING

After completion of the Cultural Resources Archaeological Survey, the following tasks are recommended. The completion of an Inadvertent Discovery Plan and Onsite Monitoring Plan are offered as good practices that show your commitment to identifying and protecting unidentified and sensitive cultural resources and reduce risks associated with unanticipated identification of features and sites. These will be completed ahead of planned construction work and will be approved by all stakeholders.

Task 7. Inadvertent Discovery Plan

Prior to the start of construction, Blondo Consulting will prepare an Inadvertent Discovery Plan (IDP) which will outline the procedures to follow should an unanticipated discovery be identified during excavation and construction. Typically, an IDP is recommended when a project area is located within or adjacent to the boundaries of a recorded archaeological (including burial) site or when there is a high potential for artifacts and features to be identified during ground disturbing activities. In the case of the current project, completion of an IDP may be viewed as a reduction of risk and continued commitment to cultural resources stewardship. Further discussion around the recommendation and appropriateness of completing an IDP can be done after the completion of the above tasks.

Task 8. Onsite Construction Monitoring

Under this task, Blondo Consulting will provide onsite monitoring of all ground disturbing activities. An archaeological monitor will oversee all excavation to ensure identification and protection of unanticipated discoveries (should any be identified). Similar to the completion of an IDP discussed above, Archaeological Monitoring is typically recommended when working within or adjacent to a previously recorded archaeological (burial) site or when there is a high potential for unanticipated discoveries. Like the completion of an IDP, onsite monitoring may be viewed as a reduction of risk and continued commitment to cultural resources stewardship. Further discussion should occur after the completion of Tasks 1 through 6.

This task will also include Administrative and ongoing Consultation meetings throughout the construction process. This may include weekly onsite or virtual construction meetings, Stakeholder site visits, and weekly progress reporting. Artifact assessment and cataloging will take place following the completion of monitoring. Additionally, a project report will be completed at the end of the construction process. This report will meet SHPO standards for Section 106 compliance, a standard for all archaeological work (local, state, or federal) completed in the state.

Should additional tasks be required, they will be detailed as appropriate in a separate Scope of Work and Cost Estimate which would act as an extension of the original contract.

PROJECT SCHEDULE

After Notice to Proceed (NTP), Blondo Consulting will initiate background research and begin coordinating stakeholder consultation prior to field studies. Phase I Fieldwork will be completed Fall 2022. After that, a draft report will be completed for client review with a final report to follow. Following state review of the Phase I report, Tasks 7 and 8 can commence. A more detailed project schedule will be provided after project award.

PROJECT ASSUMPTIONS

The cost estimate below is based on the following assumptions:

- Fieldwork will occur upon the arrival of favorable field conditions or prior to the onset of winter conditions;
- APE will be staked or otherwise clearly marked in the field;
- Blondo Consulting will have access to the project area, public and private property;
- No evaluation of buildings, standing structures/structural ruins, or identified archaeological sites will be completed under this proposal;
- Artifacts recovered will not exceed 100 and will not include oversized artifacts or artifacts that require special handling;
- Artifact curation costs are estimated at the Minnesota Historical Society (MNHS) rates;
- No Test Units will be excavated;
- No deep testing will occur;
- Two weeks for mobilization following authorization to proceed;
- Phase I expenses are based on needing to provide per diem and mileage for a two-person crew, while Construction Monitoring expenses are based on a one-person crew at the current 2022 IRS rate;
- No human remains will be encountered. If human remains are encountered adjustments will be made to the following cost estimate; and
- Only one archaeologist is needed onsite during construction.

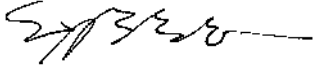
COST ESTIMATE

Blondo Consulting hourly rates range from \$75/hour for project archaeologist to \$100/hour for principal investigator, and \$125/hour for project director. Monitoring hourly rates are set at \$100/hour plus expenses. Project expenses are based on federal per diem and mileage rates. The following cost estimates are based on what is currently known about the project area and past best practices for completion of similar projects.

Table I. Cost Estimate – Phase I Archaeological Survey & Construction Monitoring of the Proposed County Road 101 and Shenandoah Drive Intersection Improvements	
Phase I Archaeological Cost Estimate	\$28,756.00
Construction Monitoring Cost Estimate	\$44,637.50
Total Cost Estimate	\$73,393.50

A signed and returned copy of this proposal will serve as our authorization to proceed. Work will begin after receiving project plans, proposed project descriptions, and additional materials as needed. Work will be completed under a contract between the City of Shakopee and Blondo Consulting. Fees estimated in this proposal are based on our assumptions that you will authorize this work by August 29, 2022. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'SJB', followed by a horizontal line.

Steven J. Blondo MA
Blondo Consulting, LLC