

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the ____ day of _____, 2019, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **WSB & ASSOCIATES, INC.**, 701 Xenia Avenue South, Suite 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:

Memorial Park Bridge & Trail PA-19-09

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 20, 2019, through December 31, 2020, 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 per claim, \$2,000,000 annual aggregate.

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 30 day written notice in the event of cancellation of 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 & ASSOCIATES, INC.

By: _____
William H. Reynolds, City Administrator

Date: _____

By: _____

Its: _____

Date: _____

By: _____
Bill Mars, Mayor

Date: _____



February 12, 2019

Mr. Steve Lillehaug
Public Works Director
City of Shakopee
Public Works Building
485 Gorman Street
Shakopee, MN 55379

Re: Proposal to Provide Bridge Engineering Services
Replacement of Trail (Memorial Park) Bridge

Dear Mr. Lillehaug,

On behalf of WSB & Associates, Inc. (WSB), I am pleased to submit this proposal to provide professional engineering services as they relate to the design of the replacement bridge over the backwater of the Minnesota River in Memorial Park. It is understood that the old bridge was removed due to safety and structural concerns and the City in conjunction with the DNR and the Mdewakanton Sioux Community seek to replace the structure to restore pedestrian and snowmobile access across this backwater channel. It is further understood that the project is located within a historical cultural resource area with the potential of disturbance to buried cultural artifacts. The City of Shakopee will be conducting a separate Cultural Resource Investigation of the area to coincide with the bridge replacement plan development.

The City of Shakopee has identified the need for professional engineering services to replace the trail bridge over the Minnesota River backwater located in Memorial Park, just north of Hwy 101. The existing bridge has been removed and a replacement bridge in the same location is desired. The City of Shakopee and WSB will work together to accomplish these project goals:

- Provide engineering services to replace the original structure (demolished) with a new structure
- Provide Archaeological Investigation of Alternate 1 and 4 trail routes (Blondo Consulting)
- Provide a high-quality project that minimizes liability for all parties
- Prepare a Feasibility Report for the City Council action
- Prepare Geotechnical Foundation Design Analysis Report (FDAR)
- Obtain the necessary permits for the construction
- Hydraulic analysis of the channel and bridge
- Generate bridge plans, approach roadway plans and special provisions
- Specifications and bidding

Payment for services would be completed as listed below and according to our agreement for professional services with the City of Shakopee and Section I-C-2 (major projects). This final design is an estimated cost not to exceed **\$76,422** including bridge Foundation Design Recommendation Report. WSB will utilize Blondo Consulting to perform the Archeological and Cultural Resource Evaluations for Alternative 1 and 4. Blondo has extensive experience of the area and provides the necessary expertise to evaluate the archeological and Cultural Resource issues. I have attached Blondo proposal and at this time we are only proposing to include tasks 1 thru 5. Task 6 thru 9 are additional; services for construction services which at this time can vary dependent on the issues discovered during design. Blondo's fee not to exceed without authorization from the City is **\$51,000**. The total Design Development and Archeological and Cultural Resources Evaluation of Alternative 1 and 4 is estimated at a cost not to exceed **\$127,422**.

WSB has prepared the attached work scope and schedule for this project in accordance with our discussions with City of Shakopee staff and based on the materials provided to WSB. The scope of work descriptions are organized in chronological order as the project will progress but represents WSB's scope of work that can be used for contractual purposes. Each description includes a reference to the corresponding task numbers on both the fee estimate and the graphic schedule included at the end of this section. We will commence work on this project once we are authorized to proceed. The work will take three months to

Mr. Steve Lillehaug
February 12, 2019
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complete once we are given the approval to begin. This letter proposal represents our understanding of the project scope, services and schedule. It is WSB's understanding that this project shall be constructed in 2019.

The City of Shakopee agrees to reimburse WSB & Associates, Inc. for these services in accordance with Section IV of the Agreement for Professional Services. If this agreement meets with your approval, please sign below and return one copy to our office.

Thank you for your consideration.

Sincerely,

WSB & Associates, Inc.



Donald W. Sterna, PE
Vice President

Attachments

Authorized by City of Shakopee per
Execution of Professional Service
Agreement

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Scope of Work

Memorial Bridge Replacement over the Backwater of the Minnesota River

The WSB team will provide the following scope of work through strong leadership committed to the timely development of a quality design to drive the project schedule to a successful completion of a replacement bridge across the back-water channel of the Mississippi channel.

Task 1 – Project Management

This task consists of management and administration, project coordination through the feasibility report preparation Phase 1 work scope. It includes up to three (3) meetings with the City to review options and plan development. This task involves will include preparation of billing, invoicing, meeting minutes, and other non-technical work associated with this phase of the project.

Task 2 – Topographic Survey

WSB will perform supplementary survey to collect any remaining field surveys and documentation as it relates to the bridge and trail approaches that were not collected as part of the original field survey contract:

- Collect any remaining survey data and mapping for the trail and abutments.
- Provide contour map of the project area for the bridge survey sheets.
- Perform the bridge survey in accordance with requirements set forth in MnDOT State Aid Manual.

Task 3 – Feasibility Report

WSB originally developed four (4) alternate trail alignments with two (2) different bridge crossing locations back in 2016 and early 2017 for City consideration and discussion with the Council. The City has narrowed down the alternatives to two (2) that will be analysis further to determine the feasible for replace the original trail crossing in Memorial Park and trail alignment meeting the both ADA guidelines and MnDOT State Aid Bike Manual design standards. WSB will advance Alternative 1 and 4 forward into preliminary design and prepare a feasibility report to address the purpose and need of the project, geometric design elements, bridge designs option, costs estimates, project financing and recommendation for City approval before final design begins.

Task 4 – Trail Final Design

WSB will prepare a set of detailed construction plans for the grading, surface drainage, and paving in accordance with MnDOT and City standards. We will coordinate our work closely with the City and all stakeholders during the entire design process to ensure that the City's expectations are satisfied. Design meetings will be held, as appropriate, to discuss design elements and comments during the design process. We will submit a final set of plans to the City for their review and approval. The final construction plans will include the following:

- Title Sheet and Index Map
- General Layout
- Statement of Estimated Quantities/Tabulations
- Earthwork Tabulation
- Soil and Construction Notes
- Typical Sections
- Utility Tabulations
- Miscellaneous Details
- Alignment Plans and Tabulation
- Removal Plans
- Construction Plan and Profile
- Drainage Plan, Details and Quantities
- Turf Establishment / Erosion Control Plans
- Signing and Striping Plans
- Cross-Sections

WSB will utilize the City's Standard Specification and Details and follow MnDOT Standard Specification for Construction" 2018 Edition. In addition, we will write special provisions for unique items not covered adequately in the MnDOT Standard Specifications. Each provision in the City specifications will contain a description, materials, construction requirements, method of measurement, and basis of payment for each item. Deletions from and additions to standard specifications will be written and included as necessary.

Task 5 – Geotechnical Services

The WSB team proposes to utilize AET to complete the preparation of the Foundation Design Analysis Report (FDAR). The field borings have been completed at four (4) locations. The Geotechnical Engineer will prepare a geotechnical report, which will be utilized to establish bridge design parameters and evaluate alternatives. The report will contain the boring logs, laboratory test results, a discussion of the soil properties, and recommendations regarding the following:

Task 6 – Hydraulic Analysis / Risk Assessment

WSB will perform a hydraulic study and analysis to establish the waterway opening for the proposed bridge. In order to complete this analysis, WSB will collect and evaluate all available data for the site of the bridge replacement. WSB will create a model in HEC-RAS format that will be used to determine the bridge cross-section required to maintain the same hydraulic function as exists today. Upon completion of the modeling, WSB will prepare the Hydraulic Letter and Risk Assessment as required for use in submitting a DNR permit application for Work in Public Waters.

Task 7A – Preliminary Design & Plans

WSB will prepare preliminary plans and cost estimates for review by the City and other stakeholders as the City requests. Plans will be developed to the level where the superstructure type and aesthetic treatment can be reviewed, and major construction items are identified to ensure feasibility and constructability of design.

Task 7B – Final Plans, Specifications & Estimate

WSB will prepare final bridge and trail plans based on State Aid Standards to submit to City for their review. The limits of the trail design will include the portion from park edge to park edge. Based on review comments received from the City of Shakopee, WSB will make final modifications to the plans, specifications, and estimate and resubmit to City for final approval. WSB will secure necessary signatures on the cover sheet from City and other appropriate stakeholders and prepare copies of the plans and bridge and roadway special provisions for the City's use in bidding. It is assumed that the City will coordinate the advertising, sale of bid documents, bid opening, and award processing. WSB's bridge design personnel will be available to answer any questions that arise during bidding and will coordinate any necessary addenda with the City.

Task 8 – Permitting

WSB will prepare and submit the following permit applications for the project.

Application preparation includes:

- Minnesota Interagency Water Resource Application Form (Joint Application)
- MN Department of Natural Resources (DNR) Public Waters work permit
- DNR floodplain alteration and no-rise certificate (facilitation with Water Resources)

The Joint application will be submitted to the Local Government Unit (City of Shakopee) for the Minnesota Wetland Conservation Act, and the US Army Corps of Engineers (USACE) for Clean Water Act Section 404 and Section 10 authorizations. The DNR permit applications will be submitted via the online permitting and reporting system (MPARS). Because the project involves work below the ordinary high-water level of the Minnesota River system, a public waters work permit is required. It appears that WCA-jurisdiction wetland will be impacted at the north side of the bridge. The City of Shakopee will be responsible for payment for wetland mitigation credits purchase (wetland bank). Compensatory floodplain mitigation is anticipated to occur onsite at/near the project site to meet the no-rise requirement. Onsite mitigation for public waters impacts is also anticipated and will be coordinated with the DNR and USACE. WSB can proceed within one week of authorization and anticipates this work will occur in 2019.

Task 9 – Specifications

Special provisions will be written for unique items not covered adequately in the *Mn/DOT Standard Specification for Construction* or City of Shakopee standard specifications. Each provision will contain a description, materials, construction requirements, method of measurement, and basis of payment for each item. Deletions from the additions to standard specifications will be written and included as necessary.

Task 10 – Bidding Assistance

WSB will prepare the advertisement for bid, place the ad in both the legal local newspaper and a trade magazine, as well as post the ad and bidding documents electronically on behalf of the City. All costs associated with the advertisements will be directed to the City for payment. WSB will answer contractor questions, prepare any addendums, and provide hard copies of the plans and specifications for contractors during the bidding process.

WSB will attend the bid opening, tabulate all responsive bidders, check the bidder's calculation, and provide a recommendation for award for the City Council.

Option Construction Services

WSB is available to assist the City in the following construction services. A separate fee proposal would be provided to the City, if requested.

- **Construction Administration**

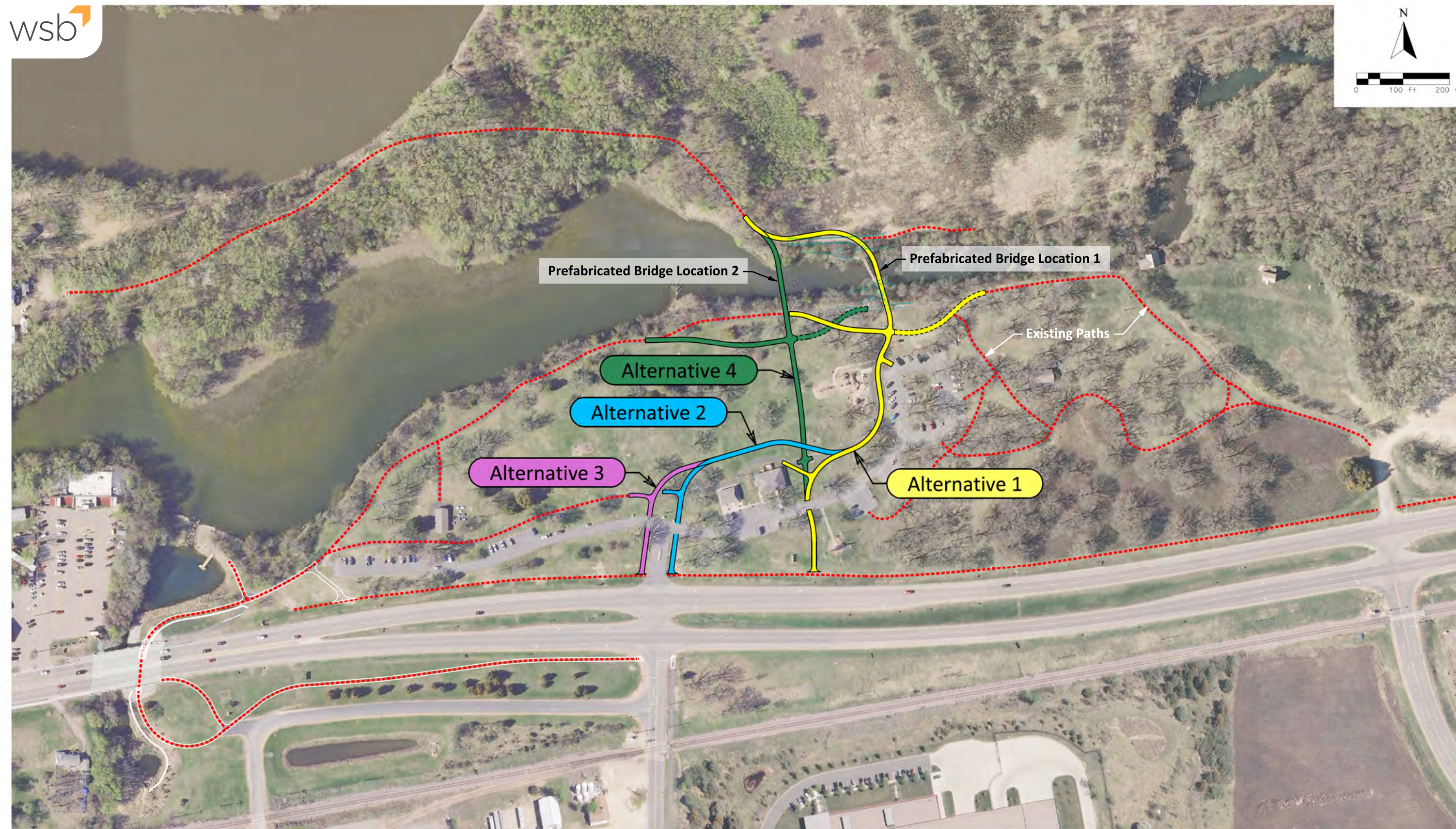
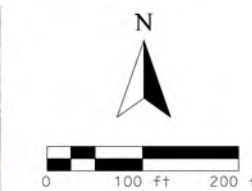
This task includes construction administration and coordination of all WSB work tasks, establishment and monitoring of budgets, and correspondence with the City, Mn/DOT, and County on a periodic basis. The construction manager will provide technical direction on aspects of the project design and attend construction meetings as necessary. WSB will provide monthly work completed to date and summary of quantities for monthly payment vouchers.

- **Bridge Construction Observation**

WSB will provide construction observation services for the duration of the project. Our representative will maintain daily construction activity logs, quantities as well as monitor daily construction activities for conformance to the specifications. WSB utility coordination will commence prior to actual construction.

- **Construction Surveying**

WSB will provide a survey crew to provide construction staking for this project, including construction limits, roadway grading, alignments, storm sewer, water main, sanitary sewer utility, street facilities as identified in the construction plans prepared by WSB for this City project.



Memorial Park Pedestrian Bridge
City of Shakopee, Minnesota

Figure 1
Project Area Map



STEVEN J. BLONDO, MA
3939 SAND HILL RD., KETTLE RIVER, MN 55757
218-485-1174 • STEVEN@BLONDOCONSULTING.COM
WWW.BLONDOCONSULTING.COM

February 11, 2019

Mr. Don Sterna, PE
Transportation Final Design Manager, Vice President
WSB & Associates, Inc.
701 Xenia Ave S, Suite 300
Minneapolis MN 55416

RE: REVISED Scope of Work and Fee Proposal: Archaeological Investigations of Shakopee Memorial Park Trail Connection (located within The Pond Mounds Archaeological Site 2ISC0022), Shakopee, Scott County, Minnesota.

Dear Don,

In response to your request, Blondo Consulting, LLC (Blondo Consulting) has prepared the following Scope of Work and Fee Proposal for Archaeological Investigations of the Shakopee Memorial Park Trail Connection Project, Shakopee, Scott County, Minnesota. The Area of Potential Effect (APE) includes the area where ground disturbance may occur and has been narrowed to two designs (Alternatives 1 and 4). The proposed trail is located within previously recorded archaeological site 2ISC0022, the Pond Mounds. Combined, Alternatives 1 and 4 consist of approximately a one-half mile length of ten-foot wide trail.

Previously recorded archaeological site, 2ISC0022, the Pond Mounds consisted of a total of 28 individual mounds first recorded by T.H. Lewis in 1883 and published in Newton Winchell's 1911, *Aborigines of Minnesota*. In 1940, Lloyd Wilford of the University of Minnesota, confirmed the site and recorded it with the current 2ISC022 site number. In 1976, Jerry Oothoudt, Doug Birk, and Doug George completed a surface survey and mapping of the site, after "about one third of mounds [were] destroyed or damaged" when Memorial Park was completed. In the updated site form they state "in 1975, 20-23 remained, in 1976 2 mounds were landscaped unearthing human bones and artifacts". In 1996, Grant Goltz completed cemetery authentication activities on behalf of the DNR at a portion of the site. Though a combination of surface survey, coring, and shovel testing, Goltz determined that "nine of the original twenty-eight mounds were located within [his] project area" and went on to describe the degree of disturbance at the site as "moderate to heavy". The last archaeological work completed at the site occurred in 2003 when Summit Environmental Solutions did excavations in a small southern portion of the site prior to a cement pad and placement of a helicopter.

The Pond Mounds (21SC0022) are a recorded burial mound site under the protection and management of Minnesota State Statute 307.08 (Private Cemeteries Act). Under the Private Cemeteries Act, the Office of the State Archaeologist (OSA) oversees all work completed within the boundaries of known and suspected burial sites in conjunction with the Minnesota Indian Affairs Council (MIAC). Due to the location of the Pond Mounds within the Shakopee Community, additional review will be coordinated and completed by the Shakopee Mdewakanton Sioux Community (SMSC). The purpose of the archaeological study is to identify and assist with avoidance of burial mounds and intra-mound features (burials located within the cemetery boundary but outside mounds) and identify if previously unrecorded archaeological sites exist within the proposed trail alignments. The details of the proposed archaeological study are listed below.

In addition to State Statutes, federal compliance with Section 106 of the National Historic Preservation Act (Section 106) may be required. Federal funding or permitting (for example Wetland Permitting from the U.S. Army Corps of Engineers (USACE)) can trigger Section 106. Under Section 106, a federal agency must take into account project effects on historic properties. Federal review involves the federal agency, State Historic Preservation Office (SHPO), and consulting with Federally Recognized Tribes. The process involves a number of steps and review times of 30 days per step. If the possibility of Section 106 review exists, early and often consultation and initiation of the process is recommended. Under federal and state law, offices and agencies require that surveys be conducted by a qualified professional who meets the Secretary of the Interior's qualifications as outlined in 36CFR800, and also outline standards and guidelines for conducting work in the state.

Blondo Consulting will meet or exceed these standards, requirements, and guidelines for this project. Blondo Consulting has completed a number of projects within and adjacent to the proposed project area. Over the past 10 years, work has been successfully completed for Three Rivers Park District at the Landing, for the City of Shakopee in Memorial Park, and for Scott County Historical Society along the Minnesota River Valley. Blondo Consulting is familiar with the sensitivity of resources and has worked closely with the Shakopee Mdewakanton Community on similar projects. All of Blondo Consulting staff hold current Minnesota State Archaeological Licensure. Project staff, listed below, include Mr. Steven J. Blondo, MA, Ms. Kelly Wolf, MA, RPA, and Ms. Lindsey Reiners, MS, RPA.

Mr. Steven J. Blondo, MA holds a Master's Degree in Anthropology (Cultural Heritage Studies) from the University of Minnesota. He meets Secretary of the Interior's Qualifications Standards and has been assisting clients with compliance related Cultural Resource work for nearly 20 years. He has established outstanding relationships with the Minnesota SHPO, OSA, MIAC, and many tribal offices. He has completed small to large and complex projects in the state and coordinated client compliance repeatedly. He has conducted numerous archaeological investigations related to prehistoric and historic period sites (including burials), and evaluated history architectural properties across the state.

Ms. Kelly Wolf, MA, RPA holds a Master's Degree in Anthropology (Cultural Heritage Studies) from the University of Minnesota with an emphasis on historic archaeology. She has completed numerous projects ranging from detailed primary source based research to field identification

and evaluation. She meets the Secretary of the Interior's Qualifications Standards, and is a registered professional archaeologist.

Ms. Lindsey Reiners, MS, RPA holds a Master's Degree in Archaeology from St. Cloud State University with an emphasis on prehistoric archaeology. She has a broad range of experience in the region, completing large and complex Section 106 projects in Minnesota, North and South Dakota. She meets the Secretary of the Interior's Qualifications Standards, and is also a registered professional archaeologist.

Project Understanding and Proposed Scope of Work

An outlined Scope of Work was described within documents provided by the City of Shakopee and WSB. Five tasks are described below. Additional and optional tasks are also listed and may be identified as appropriate after initial conversations with OSA, MIAC, and SMSC. Although the following scope of work follows typical protocols used on similar sites and projects, some variations may be required due to (1) the size, scope, and proposed impacts within the trail design, and (2) the cultural sensitivity and legal protection of the site.

Task 1. Consultation and Coordination with Stakeholders

Under this ongoing task, Blondo Consulting will coordinate and discuss project plans and testing strategy with stakeholders. These stakeholders will include, at a minimum, the Office of the State Archaeologist (OSA), the Minnesota Indian Affairs Council (MIAC), the Shakopee Mdewakanton Sioux Community, and City of Shakopee. This task will also include attendance at meetings, project management, and coordination. It is assumed that meetings will take place at project commencement, throughout the course of studies, and at the conclusion of field studies.. Also, under this task is ongoing coordination with the project team to assist in implementation of archaeological management recommendations in the planning and design process. Assistance with all aspects related to cultural resources will result in a successful project outcome.

Task 2. LIDAR and Geophysical Study of the Pond Mounds (21SC0022)

An assessment of available LIDAR data and completion of geophysical work (including ground penetrating radar, magnetometry, and/or resistivity) will be completed under this task. Proposed trail alignments 1 and 4 will be assessed with LIDAR and Geophysical Study. Should additional studies be determined appropriate, they would be completed under additional tasks below. The results of this assessment and study may assist in understanding what remains of the mound group, the condition those portions of the site are in, and possible techniques utilized in the construction of the site. Use of LIDAR and geophysics methods are nonintrusive studies which are important when dealing with culturally sensitive areas like burials or mounds. Additional intra-mound features (for example burials outside of the mound) may also be identified and therefore incorporated into the site boundary and description, and trail planning. Deliverables under this task include a LIDAR and Geophysical Report and mapping of the site. Anomalies identified during this task will form the basis of the archaeological testing described in Task 3.

Task 3. Archaeological Testing of Geophysical Anomalies

Under Task 3, archaeological testing will take place within the proposed trail alignments focusing on verification of geophysical anomalies ("ground truthing") identified during Task 2. Fieldwork will be conducted in accordance with Minnesota State Historic Preservation Office requirements and in consultation with MIAC, OSA, and the SMSC. Representatives from these

groups will be invited to be present during testing. Testing will be concentrated in areas determined to be geophysically “of interest”. The purpose of this testing will be to determine the nature of identified anomalies. As is typical in this type of testing, subsurface investigations will commence with soil probing (least intrusive) and move to shovel testing or possibly excavation of test units (more intrusive), if determined appropriate or necessary. Prior to more intrusive testing, stakeholders will be notified and permissions received. All excavated soil will be screened through ¼-inch wire mesh in an effort to recover cultural artifacts (if present). Photographs and mapping will complete documentation of archaeological testing. The total number of anomalies subject to testing will be determined by the geophysical survey described above. Due to this unknown, a range of cost estimates is given below and will be formulated into a more definite scope and cost upon the conclusion of Task 2.

Task 4. Archaeological Testing of Proposed Trail Alignments

Under this task, Blondo Consulting will complete subsurface archaeological testing of proposed alignments 1 and 4. The purpose of the archaeological subsurface testing is to determine if cultural resources (including burial or archaeological) are present within the proposed project area which were not identified during the geophysical study. Where mounds were once located but disturbed, the presence of displaced remains is possible. When identified archaeologically, their presence (protected under the Minnesota Private Cemeteries Act) is easier to manage than when found during construction.

Subsurface testing will consist of shovel testing outside of identified mounds and buffers within trail alignments, and supplement testing of identified geophysical anomalies. Commonly, spacing of shovel tests falls within a fifteen meter interval. In culturally sensitive sites, the interval may be shortened to five or ten meter spacing. The appropriate interval will be determined through consultation with stakeholders and will be based on results of LIDAR and Geophysical Studies and comfort level of all parties involved. Due to this unknown, a range of costs is given below. Shovel testing consists of hand excavation of an approximately 30 to 40 centimeter diameter hole. Excavated soils will be screened through ¼-inch wire mesh. Documentation of the excavated areas will be completed and include field notes and photographs. Deliverables under this task include field updates or progress reports via phone or email. Coordination with stakeholders and agency review will also be included in this task. This phased approach is more cost effective and efficient when unknown parameters can dictate additional steps in a process.

Task 5. Report Completion and Ongoing Coordination

At the conclusion of archaeological testing, a report outlining results and interpretations based on “ground truthing “ of the geophysical study and additional archaeological testing will be prepared under this task. This report will follow Minnesota State Historical Society requirements for reporting and include sections covering background research, project details, methodology, results and recommendations of the fieldwork. Interpretations of geophysical anomalies based on the geophysical survey, historical research, and excavation findings will also be included. As part of the submittal of this report, Blondo Consulting will work on behalf of the City of Shakopee to coordinate review of the project. Blondo Consulting will assist as required with agency consultation and coordination (including but not limited to Federal Agencies, SHPO, MIAC, OSA, and the SMSC). Consultation will insure adherence to appropriate methodology and stakeholder comfort with the archaeological activities taking place during the course of this project.

Additional Tasks

Task 6. Completion of an Unanticipated Discovery Plan (UDP)

Blondo Consulting recommends completion of an Unanticipated Discoveries Plan (UDP) prior to subsurface archaeological testing and/or construction. A UDP is a binding document that outlines protocols to follow in the event that human remains or artifacts are discovered during subsurface testing and proposed excavation/construction activities. Based on UDPs previously completed by Blondo Consulting, we will complete an appropriate UDP for the current proposed project which will include sections detailing (1) the types of material remains that may be found during excavation/construction, (2) the protocol for construction personnel in the event that human remains or archaeological resources are encountered, and (3) a list people to contact in the case of a discovery. The Scope of Work for additional investigations and monitoring methodology are also included in the UDP. Blondo Consulting will assist with UDP approval from MIAC, OSA, SMSC, and the City of Shakopee to insure all stakeholders are aware of and accepting of the proposed UDP process. This added consultation will result in project success, should, in the unlikely event, the UDP becomes necessary to implement (Discovery Stage). Deliverables under this task include updates via phone or email, and an accepted and signed UDP.

Task 7. LIDAR and Geophysical Study of Memorial Park and Pond Mound Group (2ISC0022)

Under this task, a LIDAR and Geophysical Study will be completed over the entire Memorial Park and Pond Mound Group (2ISC0022). This study will assist in understanding the nature and integrity of the site. As discussed above, the site was first mapped in 1883 and consisted of 28 mounds. After park landscaping in 1975, the site suffered severe damage to many of the above ground expressions of the mounds. Recent archaeological work (especially utilization of current methods such as LIDAR and Geophysical) has not been completed on the site, and condition and integrity of features remains unknown. The location of Memorial Park in the city of Shakopee has made it a well known mound site within the community. Questions about what remains of the original site have lingered within the archaeological and tribal communities. Studies outlined in this task would assist in finally understanding the condition of the Pond Mounds and assist in any future project planning.

Task 8. NRHP Evaluation of the Pond Mound Group (2ISC0022)

Under a separate scope with WSB and the City of Shakopee, Blondo Consulting proposed to complete a *National Register of Historic Places* listing of neighboring mound group 2ISC0023 (the Steele Mounds). This NRHP listing was partially funded under a Legacy Grant from the State Historical Society and originally included NRHP evaluation and listing of three sites (all thought to be mound groups). A preliminary look at the identified three sites showed that one of the three was a mound group. Although separate in scope, an NRHP evaluation of the Pond Mound Group could supplement the Legacy Project and may be required should the current Memorial Park Trail Project trigger Section 106. If coordination between these two projects is possible, cost savings and successful completion of both could be negotiated through an amended scope of work and cost estimate.

If determined appropriate and/or necessary, Blondo Consulting will supplement historical research with ethnographical data to explain and define the significance of the mound group to

past and current cultures. Site visits will help to document elements which may help with evaluation. Photographs will be taken and maps drawn during these visits. Additional research will be conducted onsite and online. Development of significance within a context of similar sites will be based on MN SHPO Guidelines, Earthworks Multiple Property Documentation Form, and the Minnesota Woodland Period Historic Context.

Complete evaluation of the site will be completed following *National Register* guidelines as outlined in the *National Register* Bulletins “How to Complete the *National Register* Registration Form”, “*National Register* Photo Policy Factsheet” and SHPO requirements. As mentioned above, for an archaeological or cultural site to be considered important within a cultural resource management framework they must meet a level of significance and retain historic integrity for *National Register of Historic Places* listing. To be listed on the *National Register of Historic Places*, a property must be at least 50 years old and meet one or more of four broad criteria:

Criterion A: Sites that are associated with events that have made a significant contribution to the broad patterns of our history.

Criterion B: Sites that are associated with the lives of persons significant in our past.

Criterion C: Sites that embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.

Criterion D: Sites that have yielded or may be likely to yield information important in prehistory or history.

Once a site has been shown to be significant under one or more of the four above listed criteria, it must then be shown to be able to convey that significance. This is what the National Register means by integrity. There are seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. Background research will assist in determining historical significance of the site. Integrity will be determined through the site visit. This task will also include continued consultation with Shakopee Mdewakanton Sioux Community, MN SHPO, OSA, and MIAC.

In the case of Section 106 being triggered, a federal agency must look at effects of a project on Historic Properties. As the Pond Mounds have not been evaluated, evaluation of the site would need to be completed prior to a determination of effects study. Bundling this with the Legacy Project would be beneficial to both projects. The Legacy Project would have a comparison mound group (Pond Mounds and Steele Mounds) and evaluation of the Pond Mounds would assist in the trail project planning.

Task 9. Archaeological Monitoring

Typical of projects adjacent to or within recorded mound groups, it is assumed there will be a requirement of archaeological monitoring during construction. Under this task, if deemed appropriate and required, Blondo Consulting would provide an onsite archaeological monitor. This individual would work along with tribal monitors or agency representatives to monitor construction activities and excavation within sensitive areas. The archaeological monitor would serve as Principal Investigator and client advocate and may be onsite in addition to tribal monitors or agency representatives. Should human remains or significant cultural materials be

identified during the monitoring, excavation will cease and Blondo Consulting will assist in assessment of appropriate next steps in accordance with the Unanticipated Discovery Plan.

A final report will be completed detailing background, methodology, and results following completion of the monitoring. Costs associated with monitoring are best billed on an hourly rate as excavations can be on and off over periods of time or alternatively, completed in a short period of time (days to weeks). Blondo Consulting monitoring costs are \$100 to \$150/hour and include all expenses (per diem and mileage). Time is billed by the project and involves field and drive time. Deliverables include a monitoring report which details results of monitoring.

Cost Estimate

Base Tasks

Task 1. Consultation and Coordination with Stakeholders.....	\$5,000
Task 2. LIDAR and Geophysical Study of Proposed Trail Alignments.....	\$5,000 (estimated)
Task 3. Archaeological Testing of Geophysical Anomalies.....	\$250 per anomaly*
Task 4. Archaeological Testing of Proposed Trail Alignments.....	\$19,000**
Task 5. Report Completion and Ongoing Coordination.....	\$20,000
Base Total Cost Estimate Range.....	\$51,000

ASSUMPTIONS: *Base Total Cost Estimate based on assumption of testing of eight anomalies

**Cost Estimate of Proposed Trail Alignment based on 10 meter interval shovel testing and no more than 300 artifacts recovered

Additional Tasks

Task 6. Completion of an Unanticipated Discovery Plan (UDP).....	\$3,000
Task 7. LIDAR and Geophysical Study of Memorial Park (including 21SC0022).....	\$10,000 (estimated)
Task 8. NRHP Evaluation of the Pond Mound Group (21SC0022).....	\$15,000
Task 9. Archaeological Monitoring.....	\$100 to \$150/hour

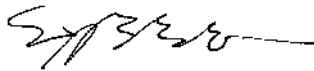
In conclusion,

- As mentioned in the above scope of work, the Pond Mounds project may be coordinated with proposed Legacy Grant Funded *National Register of Historic Places* listing of the neighboring Steele Mounds. If interested in exploring options of combining these projects, Blondo Consulting will revise both proposals to reflect cost savings and combined activities.
- Blondo Consulting recommends pre-field survey consultation with the City of Shakopee, OSA, MIAC, and SMSC to determine appropriate scope of work (typically geophysical study, testing of anomalies, archaeological survey of proposed trail, report, and recommendations).
- Most cost estimates above are based on unknown parameters and results upon which additional tasks are based. As each task is completed, a more refined approach and cost estimates will be developed.
- The total number of shovel tests completed will be determined in field after initial testing, tested anomalies will be determined after geophysical identification.
- Based on past experiences, MIAC may like to provide an additional monitor during project testing and monitoring, contracting with and payment of MIAC monitor is not included in the above cost estimates

- Tasks listed above include an appropriate amount of consultation and coordination with the City of Shakopee, OSA, MIAC, and SMSC. If consultation and coordination becomes more detailed or extensive, additional costs may be accrued.
- Should inadvertent discovery warrant further investigations or mitigation activities, Blondo Consulting may assist (if necessary), costs associated with consultation, coordination, and excavation will be invoiced at \$150-\$200/hour plus expenses or negotiated under additional tasks not outlined in this proposal.
- Blondo Consulting will work with stakeholders to provide avoidance areas and buffers should resources be identified during testing.
- Fieldwork will commence upon the arrival of favorable field conditions, snow melt, and ground defrost.
- Consultation, planning, and desktop activities can commence immediately.

A signed and returned copy of this proposal will serve as our authorization to proceed. Fees estimated in this proposal are based on our assumptions that you will authorize this work by March 11, 2019. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,



Steven J. Blondo MA
Blondo Consulting, LLC

Subcontractor to WSB, authorized per main
Professional Services Contract.

Map Document: \\metrosouth1\gis\SHAK\Basemap\ESRI\Maps\2016\MemorialPark_ArchReview_11x17.mxd | Date Saved: 12/21/2016 3:18:22 PM

Legend

 Study Area

Archaeological Sites

 Site Boundary

 Extant Mound

Investigations

 Bielakowski 2007

 Blondo 2011

 Goltz 1993

 Lyon 2000

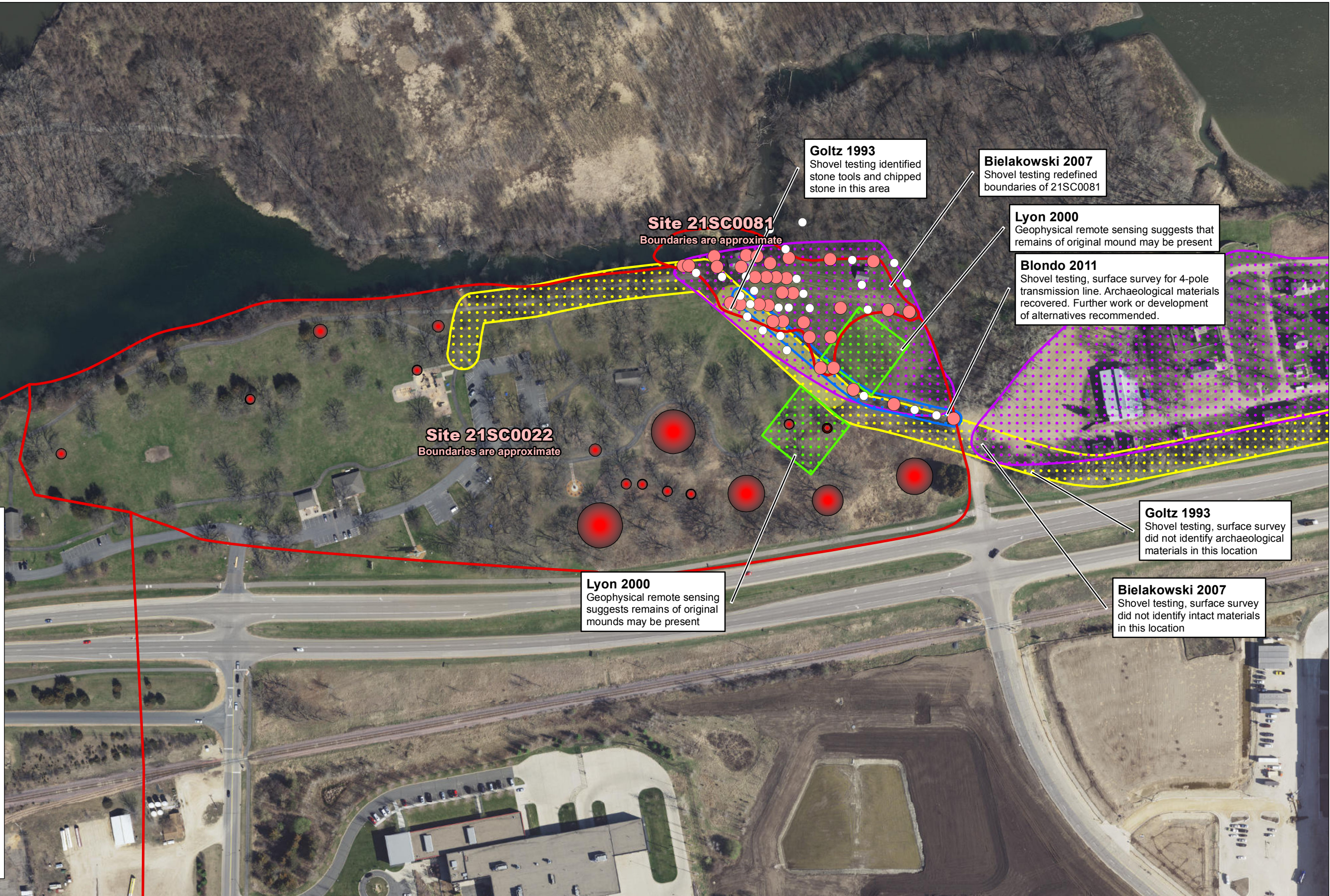
Excavations

 Shovel Test, Negative

 Shovel Test, Positive

0 200 Feet

Source: SHPO, OSA, Scott Co, U of Iowa





DESIGN SERVICES

DESIGN SERVICES									
TASK NO.	DESCRIPTION	Project Manager	Sr. Structural Engineer	Sr. PROJECT ENGINEER	PROJECT ENGINEER	SENIOR TECHNICIAN	2-PERSON SURVEY CREW	OFFICE TECHNICIAN	WSB Labor
1	Project Management	20	4		0	0		1	\$4,363
2	Topo Survey	0				2	6		\$1,394
3	Feasibility Report	6	0	12	16	12	0		\$6,130
4	Final Detail Design - Trail	10	0	16	40	60	6		\$17,544
5	Bridge Foundation Design Report (Borings completed)	GEOTECHNICAL ENGINEERING FIRM AET (FDAR)							\$2,250
6	Hydraulic Risk Assessment	1	0	12	16	32	0		\$7,805
7	Preliminary and Final Bridge Design and Plans								
	A.) Preliminary Design and Plans	1	4	2	12	20		0	\$5,023
	B.) Final Plans, Estimate And Specifications	0	8	6	60	72		2	\$18,396
8	Permits and Floodplain Mitigation (NPDES, DNR, COE)	1		6	32	36	0	2	\$9,505
9	Specifications	1	6	4	12			3	\$3,212
10	Bidding Assistance	1	0	4				1	\$800
	SUBTOTAL HOURS - DESIGN BID BUILD	41	22	62	188	234	12	9	
	Hourly Billing Rate	\$185.00	\$147.00	\$135.00	\$115.00	\$130.00	\$189.00	\$75.00	
	Subtotal Fees by Labor Designation	\$7,585	\$3,234	\$8,370	\$21,620	\$30,420	\$2,268	\$675	\$76,422
Expenses (Permits and mailing, ETC.)					Permits to be paid by the owner				\$ -
SUBTOTAL FEES									\$76,422

ARCHAEOLOGICAL INVESTIGATION SERVICES									
TASK NO.	DESCRIPTION								WSB Labor
1	Consultant Coordination								\$5,000
2	LIDAR and Geophysical Study of Pond Mounds								\$5,000
3	Archaeological Testing of Geophysical Anomalies	Anticipates 8 Anomalies at \$250/ per Anomalies							\$2,000
4	Archaeological Testing of Proposed Trail Alignments								\$19,000
5	Report Completion and Ongoing Coordination								\$20,000
6	Completion of Unanticipated Plan (UDP)	Construction activity							
7	LIDAR and Geophysical Study of Memorial Park	Additional Work if Requested							
8	NRHP Evaluation of the Ponds Mound Group	Additional Work if Requested							
9	Archaeological Monitoring	Construction activity							
SUBTOTAL FEES									\$ 51,000