

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 19<sup>th</sup> day of May 2020, 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:

Reroute Stormwater to Protect Historic Sites – Archaeological Monitoring

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 May 19, 2020, through September 16, 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.
  - E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

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

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

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

Executed as of the day and year first written above.

**CITY OF SHAKOPEE**

**BLONDO CONSULTING, LLC.**

By: \_\_\_\_\_  
Bill Mars, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

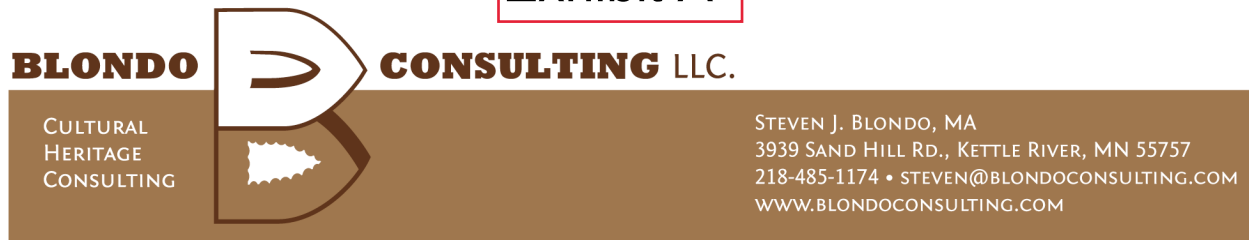
Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William H. Reynolds, City Administrator

Date: \_\_\_\_\_

## Exhibit A



May 8, 2020

Mr. Kirby Templin, PE  
Water Resource - Environmental Engineer  
City of Shakopee  
485 Gorman Street  
Shakopee, MN 55379

**RE: Scope of Work and Fee Proposal: Archaeological Monitoring, Shakopee Stormwater Diversion Project along Highway 101, Shakopee, Scott County, Minnesota.**

Dear Kirby,

In response to your request, Blondo Consulting, LLC (Blondo Consulting) has prepared the following Scope of Work and Fee Proposal for Archaeological Monitoring for the construction activities associated with the Shakopee Stormwater Diversion Project along Highway 101, Shakopee, Scott County, Minnesota. Blondo Consulting has been involved since 2019 in background research, geophysical and field studies as well as ongoing coordination and consultation with project stakeholders and review agencies. Also, as part of the project, Blondo Consulting is completing two *National Register of Historic Places* nominations for the Pond Mounds (21SC0022) and the Steele Mounds (21SC0024). Recently, Blondo Consulting has been involved in the completion of Monitoring and Unanticipated (Inadvertent) Discovery plans.

**Proposed Scope of Work**

Continuing prior work on the Amazon Stormwater Diversion Project, Blondo Consulting will complete the additional two tasks. As mentioned above these include: (1) Archaeological Monitoring During Excavation and Construction; and (2) Archaeological Monitoring Report.

*Task 1. Archaeological Monitoring During Excavation and Construction*

Following the approved and signed Monitoring Plan, Blondo Consulting will provide an onsite archaeological monitor. This individual would be onsite in addition to tribal monitors or agency representatives (if requested). 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 Inadvertent Discovery Plan.

As project timelines and degree of effort required by review agencies for monitoring has reached a final preliminary stage, this task cost is estimated with the following assumptions: (1) monitoring will be completed at a minimum for any ground disturbing activity, additional

monitoring will be at Principal Investigator's discretion, as discussed with Project Manager; (2) cost estimate for total monitoring time is based on an assumption of six (6) weeks of excavation; (3) daily schedule is based on twelve (12) hour days and weekly at five straight days in the field; (4) screening of soils will not be required; (5) each construction/excavation crew will have monitor(s) assigned based on excavating procedures - the cost estimate assumes single monitor for construction/excavation crew(s) - multiple monitors may be required per crew to allow for thorough inspection of excavated soils; (6) Blondo Consulting will not be responsible for down time as a result of inadvertent discoveries or need for in field visit scheduling by stakeholders. Additional assumptions follow below.

#### *Task 2. Archaeological Monitoring Report*

Throughout excavation, Blondo Consulting will provide weekly (or as needed, daily) progress reports via email to the City, WSB, and Stakeholders. These progress reports will be compiled at the conclusion of monitoring. Recovered cultural materials will also be inventoried and documented under this task. Pre-contact and bone (human and faunal) will be returned to MIAC and/or the SMSC while significant modern and historic materials will be deposited with a qualified repository (typically the Minnesota Historical Society). Costs associated with the return, reburial, and long term curation is included as an expense in the cost estimate below. This assumes a collection of cultural material of no more than fifty (50) individual items recovered during monitoring. A final report will be completed detailing background, methodology, and results following completion of the monitoring. Also included under Task 2 are weekly meetings and project administration and management.

#### **Project Understanding and Assumptions**

Blondo Consulting will provide archaeological monitoring for the project. The following cost estimate is based on a number of assumptions and logistical details. These assumptions and details include:

- Monitoring staff will meet requirements and approval from the Minnesota Indian Affairs Council (MIAC) and the Office of the State Archaeologist (OSA);
- Project scheduling will follow the construction/excavation company schedule - currently understood to consist of twelve (12) hour days, Monday through Friday from April through June
- Project commencement was April 27, 2020;
- Blondo Consulting Principal Investigator, Steven J. Blondo, MA will be responsible for securing an OSA Monitoring License (completed April 24, 2020 - License # 20-074);
- Should cultural materials be identified during the course of the monitoring, construction activities will cease and protocols outlined in the Monitoring Plan/ Inadvertent Discovery Plan (consistent with Minnesota Statute 307.08) will be followed;
- Onsite restroom facilities will be provided by Ryan Construction;
- Monitoring staff will utilize MIAC daily monitoring forms;
- All monitoring forms, notes, photographs, and other documentation will be submitted to Blondo Consulting on a weekly basis; and
- Additional assumptions regarding cost estimate are identified below.

## **Cost Estimate**

The following Cost Estimate below breaks each task/subtask into labor and expenses and utilizes Blondo Consulting Hourly Rates of \$75 (Archaeological Monitoring Technician II) to \$100 to \$125 (Senior Archaeological Staff). Actual cost will be based on staff availability and need.

### *Task 1. Archaeological Monitoring During Excavation and Construction*

Under Task 1, Blondo Consulting will insure the presence of a qualified archaeological monitor is onsite during excavation and ground disturbing activities through the duration of the project. The assumption used for estimating cost is that an Archaeological Monitoring Technician II will spend 100% of time onsite; and 20-25% time for Senior Archaeological Staff. Hourly billing rates for Archaeological Monitoring Technician II (\$75/hour) are higher than those for Archaeological Technician used in previous aspects of the overall project. The higher billing rate reflects an employee with higher levels of experience and qualifications for burial related projects. Initially, cost estimates for monitoring assumed 100% involvement from both Senior Archaeological Staff and Archaeological Technician. The full-time use of a higher qualified Archaeological Monitoring Technician allows for less involvement of Senior Archaeological Staff.

For estimation below, each staff category is estimated for a percentage of monitoring for the project duration. The following Archaeological Monitoring Cost Estimate is based on the following assumptions:

- Each work day will not exceed twelve (12) hours;
- Weeks consist of Monday through Friday;
- The project duration will last from April through June 2020 following the contractor's schedule - originally estimated at twelve (12) weeks;
- During the first two weeks of the project, the contractor is ahead of schedule by over two (2) weeks - an adjustment to cost estimates below are based on a revision of project duration to six (6) weeks;
- Monitors will be onsite no earlier than fifteen (15) minutes prior to start time and will remain onsite no more than fifteen (15) minutes after construction finish (not to exceed twelve and a-half (12½) hours total onsite per day).
- All monitoring work can be completed by a single archaeological monitor and not require multiple monitors to assist multiple excavation crews simultaneously. Should additional monitors be required, Blondo Consulting will endeavor to accommodate the request. Additional monitoring staff cost estimate will be billed at included rates below;
- Monitors may rotate through the project to prevent burnout and accommodate scheduling concerns;
- The following cost estimate assumes once weekly onsite monitoring by a senior level Blondo Consulting staff, and on call availability for senior level staff as needed.

### *Additional Costs and Tasks*

- Onsite monitoring time exceeding twelve and a half (12½ hours) per work day will be billed hourly with notes on cause for time overage (examples: inadvertent

discovery, construction work extension, machinery malfunction or breakdown, or weather related).

- Blondo Consulting will coordinate with the contractor to the extent possible to minimize downtime and ensure project efficiency;
- Should work start time be delayed or work aborted or cancelled for the day, contractor will notify Blondo Consulting via phone, text, and/or email no later than two (2) hours prior to decision to delay, abort, or cancel. Failure to notify Blondo Consulting may result in hourly billing to cover staff time, mileage, and daily reassignment costs.

#### *Task 2. Archaeological Monitoring Report*

The Monitoring Report Cost Estimate below breaks each task/subtask into labor and expenses and utilizes Blondo Consulting Hourly Rates of \$75 (Archaeological Monitoring Technician II) to \$100 to \$125 (Senior Archaeological Staff). Actual cost will be based on staff availability and need.

The cost estimate includes both subtasks of management of cultural material collections and completion of a monitoring report. Meetings and administrative time is also included under this task.

| Cost Estimate Breakdown                                                                  |                          |             |                |
|------------------------------------------------------------------------------------------|--------------------------|-------------|----------------|
| Task                                                                                     | Project Totals           |             |                |
| Task 1. Archaeological Monitoring During Excavation and Construction                     |                          |             |                |
| Personnel (Hourly Rate)                                                                  | Percentage of Time Spent | Total Hours | Labor Subtotal |
| Archaeological Monitoring Technician II (\$75)                                           | 100%                     | 375         | \$ 28,125.00   |
| Senior Archaeological Staff (\$100)                                                      | 10%                      | 37.5        | \$ 3,750.00    |
| Senior Archaeological Staff (\$125)                                                      | 15%                      | 56.25       | \$ 7,031.25    |
| Task 1. Labor Subtotal - Archaeological Monitoring During Excavation and Construction    |                          |             | \$ 38,906.25   |
| Mileage*                                                                                 | \$0.575                  | 4,830       | \$ 2,777.25    |
| Per Diem M&IE                                                                            | \$55                     | 37.5        | \$ 2,062.50    |
| Task 1. Expenses Subtotal - Archaeological Monitoring During Excavation and Construction |                          |             | \$ 4,839.75    |
| Cost Estimate Total for Task 1 Project Duration                                          |                          |             | \$ 43,746.00   |
| Task 2. Archaeological Monitoring Report                                                 |                          |             |                |
| Task 2a. Cultural Material Collections                                                   |                          |             |                |
| Personnel                                                                                | Hourly Rate              | Total Hours | Labor Subtotal |
| Archaeological Monitoring Technician II                                                  | \$75                     | 35          | \$ 2,625.00    |
| Field Supervisor/Principal Investigator                                                  | \$100                    | 20          | \$ 2,000.00    |
| Project Manager/Principal Investigator                                                   | \$125                    | 6           | \$ 750.00      |
| Task 2a. Labor Subtotal - Cultural Material Collections                                  |                          |             | \$ 5,375.00    |
| Mileage                                                                                  | \$0.575                  | 200         | \$ 115.00      |

| <b>Cost Estimate Breakdown</b>                                                       |                       |       |                     |
|--------------------------------------------------------------------------------------|-----------------------|-------|---------------------|
| <b>Task</b>                                                                          | <b>Project Totals</b> |       |                     |
| Supplies                                                                             | \$250                 | 1     | \$ 250.00           |
| Curation Fees                                                                        | \$500                 | 1     | \$ 500.00           |
| Reburial Gifts                                                                       | \$500                 | 1     | \$ 500.00           |
| <i>Task 2a. Expenses Subtotal - Cultural Material Collections</i>                    |                       |       | <b>\$ 1,365.00</b>  |
| <i>Cost Estimate Total for Task 2a</i>                                               |                       |       | <b>\$ 6,740.00</b>  |
| <i>Task 2b. Report</i>                                                               |                       |       |                     |
| Archaeological Field Technician                                                      | \$75                  | 40    | \$ 3,000.00         |
| Field Supervisor/Principal Investigator                                              | \$100                 | 80    | \$ 8,000.00         |
| Project Manager/Principal Investigator                                               | \$125                 | 10    | \$ 1,250.00         |
| <i>Task 2b. Labor Subtotal - Report</i>                                              |                       |       | <b>\$ 12,250.00</b> |
| Printing                                                                             | \$100                 | 1     | \$ 100.00           |
| Postage                                                                              | \$25                  | 1     | \$ 25.00            |
| <i>Task 2b. Expenses Subtotal - Report</i>                                           |                       |       | <b>\$ 125.00</b>    |
| <i>Cost Estimate Total for Task 2b</i>                                               |                       |       | <b>\$ 12,375.00</b> |
| <i>Task 2c. Administrative Time and Meetings</i>                                     |                       |       |                     |
| Project Manager/Principal Investigator                                               | \$125                 | 12    | \$ 1,500.00         |
| <i>Task 2c. Labor Subtotal - Administrative Time and Meetings</i>                    |                       |       | <b>\$ 1,500.00</b>  |
| Mileage*                                                                             | \$0.575               | 1,500 | \$ 862.50           |
| <i>Task 2c. Expenses Subtotal - Administrative Time and Meetings</i>                 |                       |       | <b>\$ 862.50</b>    |
| <i>Cost Estimate Total for Task 2c.</i>                                              |                       |       | <b>\$ 2,362.50</b>  |
| <b>Cost Estimate Total for Task 2</b>                                                |                       |       | <b>\$ 21,477.50</b> |
|                                                                                      |                       |       |                     |
| <b>TOTAL PROJECT COST ESTIMATE</b>                                                   |                       |       |                     |
| <i>Task 1. Archaeological Monitoring During Excavation and Construction SUBTOTAL</i> |                       |       | \$ 43,746.00        |
| <i>Task 2. Archaeological Monitoring Report SUBTOTAL</i>                             |                       |       | \$ 21,477.50        |
| <b>Cost Estimate - Project Total</b>                                                 |                       |       | <b>\$ 65,223.50</b> |

\*Mileage estimated at 200 miles per day for 5 days

### Proposed Timeline

Archaeological Monitoring will follow construction schedule and is based on monitoring of all excavation and ground disturbing activities. Processing of cultural material collections will be based on amount and type of material encountered. Based on the above assumption of no more than one-hundred (50) individual items will be recovered, it is estimated that processing will take three (3) weeks and be completed within four (4) weeks of the completion of monitoring. Following processing of the cultural assemblage, a draft report will be completed. It is estimated that completion of the draft report will take two (2) weeks and be completed within two (2) to

three (3) weeks after the completion of artifact processing. Following review of the draft report, a final report will follow within three (3) to four (4) weeks.

### **COVID-19 Statement**

Archaeological work is exempt from Governor Tim Walz's March 25, 2020 Stay At Home Order. Archaeological work falls under the North American Industry Classification System (NAICS) category *Management, Scientific, and Technical Consulting Services* (NAICS 5416, p. 471) and *Scientific Research and Development Services* (NAICS 5417, p. 475), which are considered "Critical Businesses" (*Minnesota Critical Businesses List*, p.3-4). Completing archaeological work and construction monitoring allows for social distancing. The following condition has been added to the 2020 Minnesota State Archaeologist Annual License:

Due to the COVID-19 pandemic, cultural resources employers and employees must follow the strategies recommended by the Minnesota Department of Health, and the Center for Disease Control regarding COVID-19 and limiting its spread. This includes (*but is not limited to*) strategies related to social distancing, appropriate personal protective equipment, and sanitation. This Condition does not supersede stricter landowner, agency or employer restrictions. This Condition will remain in effect until state health officials determine that social distancing is no longer necessary.

Additionally, Blondo Consulting has issued the following internal guidance for their staff:

- Do not report to work out of the home (including construction sites) if you have a fever over 100.4, coughing, or difficulty breathing;
- Do not report to work out of the home (including construction sites) if anyone in your family (or household) has been in contact with a person that has tested positive for COVID-19;
- Do not report to work out of the home (including construction sites) if you or anyone in your family (or household) has been in contact with a person that is in the process of being tested for COVID-19;
- Do not report to work out of the home (including construction sites) if you or anyone in your family (or household) has been in contact with a person that is in the process of being tested for COVID-19;
- Do not report to work out of the home (including construction sites) if you or anyone in your family (or household) has traveled outside of the U.S. within the last two weeks; and
- Do not report to work out of the home (including construction sites) if you or anyone in your family (or household) has been directed to self-quarantine due to possible exposure to COVID-19.

Onsite precautions and protections include:

- Maintaining six (6) feet distance in conversation;
- No shaking hands;
- Wearing a mask when around others;
- Frequent hand washing, cough covering, and other guidance issued by the CDC;
- Frequently clean and disinfect surfaces when possible and as needed;
- No sharing of tools, personal protective equipment (PPE), or using a common water cooler;

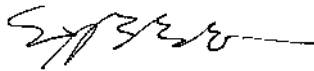
- Sanitize reusable PPE prior to each use;
- No ride sharing, all vehicles must be single occupant. This includes during breaks, meals, and any other down time.

Additionally, Blondo Consulting has left it up to individual staff to determine their comfort level with overnight accommodations. Many feel more at ease driving to and from the project site rather than staying in a hotel. This may increase mileage and daily drive time. Blondo Consulting staff is doing their part to remain healthy and safe during this time. Should employees become ill and unable to work, Blondo Consulting will do their best to reassign staff to insure project completion.

**Notice to Proceed**

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 May 26, 2020. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Blondo", followed by a horizontal line.

Steven J. Blondo MA  
Blondo Consulting, LLC