

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 8th day of May 2020, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **WSB & ASSOCIATES, INC.**, 701 Xenia Ave. S., Ste. 300, Minneapolis, MN 55416 ("Consultant").

Preliminary Statement

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

Utility Extension - Maras St, 13th Ave, Hansen Ave Feasibility Study, Project SAN21-001

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 8th, 2020, 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.
 - E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

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

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

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

Executed as of the day and year first written above.

CITY OF SHAKOPEE

WSB & ASSOCIATES, INC.

By: _____
William H. Reynolds, City Administrator

Date: _____

By: _____
Bill Mars, Mayor

Date: _____

By: Munira Ali

Its: Senior Director - Municipal Services

Date: 5/8/2020

Exhibit A

April 30, 2020, Revised May 8, 2020

Mr. Darin Manning, PE
 Project Coordinator
 City of Shakopee
 485 Gorman Street
 Shakopee, MN 55379

Re: Proposal for Engineering Services for:
 a) A Feasibility Report for Street, Trail/Sidewalk and Utility Improvements for 13th Avenue East, Hansen Avenue and Maras Street, and
 b) Stagecoach Road East Vicinity Trunk Sanitary Sewer Layout

Dear Mr. Manning:

Thank you for the opportunity to submit a proposal for engineering services for the Feasibility Study for the 13th Avenue East/Hansen Avenue and Maras Street, and the Stagecoach Road East Vicinity Study Area. This area was identified for a feasibility report and study area based on public infrastructure needs, drainage issues and environmental considerations such as groundwater. Sanitary sewer and watermain extension projects can be challenging when only some of the property owners are ready for the improvements, and the cost of the project is not palatable to all of the stakeholders. WSB works with property owners to identify their needs and effectively illustrates the technical merits and environmental benefits to the project stakeholders.

We have assembled an experienced team to work with the city to deliver the work by the fall of 2020. WSB proposes Alyson Fauske as the Senior Project Manager to lead the effort. Alyson has over 20 years of experience working in local government and understands the budgetary, technical and public relations challenges for projects such as this one. Ed Youngquist is identified as a Co-Project Manager and lead designer for the project, and brings extensive municipal design experience to the team. The environmental components of the study will be led by Chris Knuteson. With over 12 years of experience in environmental site investigations, cleanups, and remediation, Chris' comprehensive work history can help the City of Shakopee with environmental challenges that may be present in the study area. Jeff Sandberg's extensive experience working with the City of Shakopee makes him the ideal candidate to lead the water resources efforts for this work.

Outlined in this letter is our proposal for the 13th Avenue East/Hansen Avenue/Maras Street Feasibility Report and Stagecoach Road East Vicinity Study Area. This proposal is revised based on comments received by City staff- revisions from the original proposal are *italicized and underlined*. Please reach out to us if you have any questions about the proposal or the team.

Sincerely,

WSB

Alyson Fauske, PE
 Senior Project Manager

Monica Heil, PE
 Senior Director of Municipal Services

1. 2021 IMPROVEMENT PROJECT

The impetus for the 2021 Improvement Project and the Study Area is to extend sanitary sewer within the industrial park area. Additional improvements proposed include the reconstruction of Hansen Avenue and Maras Street, extension of trunk and lateral watermain, and drainage and storm sewer improvements. Other potential improvements include the installation of trails and/or sidewalks and streetlights.

Proposed funding for the project will be from City funds, grants and special assessments to benefitting properties. City staff has applied for PFA revolving loan fund and will coordinate a special benefit analysis for the proposed assessments. If information in addition to that contained within the Feasibility Report is necessary to complete this analysis, WSB can assist in this effort for an additional fee.

For the Feasibility Report to satisfy the requirements on Minnesota State Statutes Chapter 429 preliminary street and utility layouts will need to be completed to determine the feasibility of the proposed improvements and provide an estimated cost of the project. The layouts identified as deliverables in our proposal represent 30% design. Based on our understanding we propose the tasks outlined below to complete a Feasibility Report for the proposed 2021 Improvement Project Area.



Figure 1. 2021 Improvement Project Area

1.1. Topographic Survey

To provide information necessary for the Feasibility Report a topographic survey will be performed and include the following:

- Research of right of way documents;
- Survey shots at all match in points, to establish existing vertical and horizontal alignment, at found property irons (to establish existing right-of-way), and at boring locations;
- Cross sections every 50 feet, at driveway locations, and where the topography changes between 50 foot stations. Cross sections include at a minimum centerline, gutter line, top of curb, sidewalk, right-of-way line, top and bottom of retaining walls, grade breaks, and minimum 10-feet beyond the right-of-way;
- Legible manhole reports including pipe sizes, pipe types, inverts, block or precast and condition;
- Survey shots on all driveways every 10-feet extending 20-feet beyond the right-of-way;
- Location of small utilities (must have all utilities located through Gopher State One Call and, maps of all small utilities in the area sent to the City), all curb stops (the City must coordinate the location of all curb stops with Shakopee Public Utilities);
- and
- QA/QC review of the topographic survey and manhole reports.

Survey will include set up control points using Scott County coordinates and will be placed beyond expected construction limits. Control points will be placed on the project so that if certain control points are vandalized or otherwise lost, the control can easily be re-established. Published benchmarks should be utilized for vertical control. WSB will submit a Gopher State One call to assemble utility information which will be collected during the topographic survey.

1.2. Geotechnical Evaluation

WSB's fee includes nine (9) soil borings at the locations specified by City Staff. If requested by the City, additional soil borings will be provided for an additional fee. Based on a review of the information provided, it appears that the site can be accessed with our CME-55 truck mounted auger drill. WSB will complete Gopher State One Call (GSOC) utility clearance to have public underground utilities marked. Private utilities are the responsibility of the site owner to mark, and WSB should be notified of any private underground utilities that are onsite. We will utilize cones and traffic signs for traffic control along the roadways, allowing traffic to self-regulate around the drilling area. If borings are extended due to unsuitable soils at termination depths (organics, fills, etc), an additional charge of \$20 per lineal foot will be assessed.

Samples retrieved during drilling will be returned to our laboratory where they will be reviewed, classified using the Unified Soil Classification System (USCS) and logged under the direction of a geotechnical engineer. Select samples will be set aside for laboratory testing. We may perform routine laboratory tests on selected soil samples obtained from the exploration.

1.3. Sanitary Sewer

Properties within the Project Area are currently served by private septic systems. City staff indicated that Scott County records identify at least three failing systems therefore extension of public sanitary sewer will be evaluated with the Feasibility Report, including:

- a) Preliminary sanitary sewer, lift station and forcemain layout
- b) Analysis of existing sanitary sewer capacity of the crossing underneath CSAH 21.
- c) Feasibility-level opinion of probable cost
- d) One iteration of estimated sanitary sewer assessment based on methodology provided by City staff.
- e) The age and condition of septic systems within the project area will be summarized within the report and the Scott County records will be included in an Appendix.

Based on the City's 2040 Comprehensive Plan the majority of the project area lies within the 2040 Metropolitan Urban Services Area (MUSA). WSB's Community, Planning and Economic Development group can assist City Staff in applying for a Comprehensive Plan Amendment for an additional fee.

1.4. Watermain

Properties within the Project Area are currently served by private wells. WSB will present the feasibility of extending watermain to the project area based on the following:

- a) Preliminary watermain layout. Joint trench installation with the sanitary sewer will be proposed where feasible.
- b) Incorporate the Shakopee Public Utilities Commission (SPUC) watermain extension plans. Our fee includes one meeting with the SPUC to determine the water distribution plan, interconnection with the City of Savage, and any construction requirements. This meeting will include discussion for both the 2021 Improvement Project area and the Study Area.
- c) Feasibility-level opinion of probable cost.
- d) One iteration of estimated watermain assessment based on methodology provided by City staff.

- e) The age and condition of the wells within the project area will be summarized within the report and the Scott County records will be included in an Appendix.

1.5. Street

Based on information provided by City staff the pavement on 13th Avenue East is in good condition therefore street improvements to this roadway are not proposed. The Feasibility Report will include the following:

- a) Preliminary layout for Hansen Avenue and Maras Street based on the following criteria:
 - i) Except for the Hansen Avenue intersection at Stagecoach Road, the roads will be reconstructed to match the existing width and alignment.
 - ii) The geometrics of Hansen Avenue east of Stagecoach Road will be evaluated to determine if the road can be realigned to match the portion on the west side of Stagecoach Road.
 - iii) Turn lanes are not proposed as part of this project.
 - iv) Based on proposed utility design, identify areas where existing curb and gutter can be preserved.
- b) Feasibility-level opinion of probable cost.
- c) One iteration of estimated street assessment based on methodology provided by City staff.

1.6. Drainage/Storm Sewer

A preliminary storm sewer management layout will be provided for storm sewer pipe and BMPs, incorporating Option 2 from the AE2S Feasibility Study and mitigation improvements necessary for the protection of Eagle Creek for the properties north of Hansen Avenue. A storm water model will be developed for the project area to determine existing and proposed drainage conditions. Feasibility-level opinion of probable cost will be calculated.

1.7. Phase 1 Environmental

Please see attached proposal.

1.8. Sidewalk/Trail

WSB will work with City staff to determine desired sidewalk and/or trail connections within the project area. The Feasibility Report will include a proposed sidewalk/trail layout for the east side of Stagecoach Road, 13th Avenue East, Hansen Avenue and Maras Street, a feasibility-level opinion of probable cost, and one iteration of the estimated sidewalk/trail assessment based on the City's Sidewalk/Trail Policy.

1.9. Streetlights

The Feasibility Report will include a proposed streetlight inventory, layout, a feasibility-level opinion of probable cost, and one iteration of the estimated streetlight assessment based on the City's Streetlight Policy.

1.10. Public Engagement

City staff understands the importance of public engagement for this project due to the proposed scope and anticipated assessments- WSB will lead the public engagement effort and the City will guide and revise as necessary. To supplement the technical team, WSB's professional artists, content creators, and engagement staff will create a visually appealing, easy to understand public education piece. This material is intended for property owners within the assessment area to outline the age of the septic systems in the area, factors that likely make the existing systems non-compliant, and available options.

WSB's team can assist in developing one property owner questionnaire to gauge property owner opinions. This begins with identifying the data points the city's decision makers will need, what data they have available and what data needs to be gathered. Additionally, we will work with city staff to craft survey questions that are easy to comprehend and respond to. Finally, we will prepare targeted distribution to all property owners in the area by mail, email, and if appropriate social media channels.

WSB will also prepare display materials for and attend two (2) public meetings; one (1) neighborhood meeting with property owners and one (1) City Council meeting to present the feasibility study.

1.11. Small Utility Coordination

WSB will perform a Gopher State One Call to assemble utility information which will be collected during the topographic survey. WSB will facilitate one preliminary small utility coordination meeting to discuss future plans for the area. We understand that the final design phase will include small utility coordination in compliance with Minnesota State Statute 216D

1.12. Right of Way/Easement Needs

Based on the preliminary street, sidewalk/trail and public utility design, WSB will identify where temporary and/or permanent easements will be necessary and the recommended width of the easements. Easement descriptions and exhibits can be prepared for an additional fee.

As a part of our scope, WSB is proposing to order two (2) O&E reports for the properties through which Hansen Avenue traverses. WSB will use these O&E reports to identify all recorded easements across these two properties and include them as a reference layer within the topographic survey.

An estimated cost for easement acquisition will be provided in the Feasibility Report based on the project team's experience on other projects and any information available from the City; WSB can obtain an appraisal for an additional fee.

1.13. Grant Applications

As part of the Feasibility Report preparation WSB will examine other grant funding opportunities that this project may be eligible to receive. WSB can assist the City with any grant application and/or supplementary information for an additional fee.

1.14. Deliverables

Based on our understanding of the requested scope the following will be provided:

1. Nine (9) soil borings.
2. One (1) public education piece on septic/sanitary sewer options for property owners within the proposed assessment area.
3. Feasibility report summarizing the proposed improvements, environmental considerations and mitigations, street and utility layouts that represent 30% design, estimated costs, estimated special assessments, outcomes of the public engagement process, and timeline for the project.

2. STAGECOACH ROAD EAST VICINITY TRUNK SANITARY SEWER LAYOUT

City Staff has identified a Study Area bound by Stagecoach Road, 13th Avenue East, the Shakopee/Savage border, and Preserve Trail, and including Boiling Springs Circle, Creekridge Court and Kelly Circle. The goal of the study is to identify how the area can be served by sanitary sewer.



Figure 2. Proposed Stagecoach Road East Vicinity Study Area

2.1. Sanitary Sewer

Using the topographic information and the preliminary layout for the 2021 project area, a conceptual sanitary sewer layout, to include mainline alignment and proposed manhole rim and invert elevation information, for the Study Area will be developed. A recommended budget for the sanitary sewer improvements within the Study Area will also be provided.

2.2. Deliverables

- a) Memorandum summarizing the recommended improvements.
- b) Concept-level layout and recommended budget for the sanitary sewer.

SCHEDULE

If this agreement is approved at the May 19, 2020 City Council meeting, we propose the following schedule:

Late May, 2020- Topographic survey of the Study Area
May/June, 2020- Notify property owners of proposed project and extend invitation
to participate in a survey
June, 2020- First public meeting to introduce proposed project and receive
property owner feedback
Early July, 2020- Draft Feasibility Report submitted to City Staff for review
July, 2020- Second public meeting to present draft findings of Feasibility Report
August 18, 2020- City Council accepts Feasibility Report
August/Early September, 2020- Submit Study Area memorandum to City staff

PROPOSED FEE

WSB will provide the services as outlined in the Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with past projects. We estimate an hourly not-to-exceed base fee of \$135,854.00.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and discussions with City staff. If you have any questions or concerns, please feel free to contact Alyson Fauske at 763.512.5244 or Monica Heil at 952.737.4675. We appreciate the opportunity to submit this proposal and hope to work with you and your staff on this project.

Authorized City Representative

By _____

Title _____

Date _____

Enclosures

Phase 1 Environmental Proposed Scope of Services
Estimate of Fees Revised May 8, 2020
WSB 2020 Rate Schedule
WSB General Contract Provisions

April 30, 2020



Mr. Darin Manning, PE
Project Coordinator
City of Shakopee
485 Gorman Street
Shakopee MN, 55379

Re: **Scope of Work– Phase I Environmental Site Assessment**
Right-Of-Way Sections
Vicinity of 13th Avenue East, Maras Street, Hansen Avenue, and Stagecoach Road
Shakopee, MN

Dear Mr. Manning:

As requested, outlined below is a scope of work to perform a Phase I Environmental Site Assessment (ESA) for right-of-way sections in the vicinity of 13th Avenue East, Maras Street, Hansen Avenue, and Stagecoach Road located in Shakopee, Minnesota (the Property). The Phase I ESA will be performed in general compliance with the ASTM E1527-13 Standard Practice for Environmental Site Assessments. WSB understands the City of Shakopee (City) is plans perform roadway improvements at the Property. Further, WSB understands that the results of this assessment will be used for future environmental planning and budgeting purposes. The following items will be performed as part of the Phase I ESA:

Historical Records Review

WSB will obtain federal and state regulatory database information for the Property from a commercial regulatory vendor to evaluate for potential environmental conditions. This review will not include a detailed review of all listings identified in the regulatory database search, but rather will focus on listings which have the potential to result in a recognized environmental condition (REC). The following historical records will be reviewed:

- Sanborn Fire Insurance Maps
- Historical Aerial Photographs
- City Directories
- Historical Topographic Maps
- Federal EPA-listed sites including NPL, CERCLIS, RCRA, and ERNS
- State MPCA-listed sites including UST, LUST, MERLA, VIC, spills, landfills, and others
- Regulatory file review will be conducted per ASTM E 1527-13.

Interviews

WSB will conduct interviews with Property representatives (via phone, in person, or questionnaire) regarding past and current Property use activities. Any entity relying on the Phase I ESA will complete a User Questionnaire provided by WSB. The following representatives will be contacted and interviewed (if available):

- Current or past Property owners
- Current Property management or maintenance staff

- City building and inspection department
- City fire department

Site Reconnaissance

WSB will make a direct visual inspection of the Property and adjoining properties. All Property areas will be accessed as part of the site reconnaissance and the adjoining properties will be viewed from the public right-of-way areas. The site reconnaissance will include observation and documentation of the following:

- Location of visible aboveground or underground storage tanks
- Location of chemical or hazardous material storage
- Location of water bodies (if present)
- Condition of vegetation and exposed soils
- General topography
- Photographic documentation

Reporting

WSB will summarize the results of the Phase I ESA in a final documentation report. This task does not include those items considered non-scope by ASTM Standard E1527-13 including; asbestos, lead-based paint, radon, lead in drinking water, wetlands, regulatory compliance, cultural/historic resources, industrial hygiene, indoor air quality, biological agents, or mold sampling and analysis. The report will be completed in accordance with the ASTM E1527-13 standard and shall include the following:

- Supporting documentation upon which the findings and opinions are based
- Scope of services performed
- A "findings" section which will detail any RECs identified by the assessment
- The opinion of the environmental professional
- Any conclusions drawn from the assessment

Assumptions

The following items are assumed for this scope of work:

- Property consists of City right-of-way and no private property will be accessed.
- An Environmental Lien and AULs search will not be completed as part of this scope.
- The City will provide one review/comment of the Phase I ESA report.
- If a reliance letter is desired, the cost is \$300 per reliance letter and \$50 for each additional entity/party listed on the letter.

If additional work is required beyond this scope, WSB will provide the services on a time and materials basis with approval from the City.

Schedule

Upon authorization, WSB can initiate the work immediately and provide a draft report within two weeks of the site visit. If you wish to authorize this work, please sign below and submit a copy to WSB.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "Ryan Spencer". The signature is fluid and cursive, with the first name "Ryan" and last name "Spencer" clearly distinguishable.

Ryan Spencer, CHMM
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read "Ben Fehr". The signature is fluid and cursive, with the first name "Ben" and last name "Fehr" clearly distinguishable.

Ben Fehr
Environmental Scientist