

# **Board of County Commissioners Agenda Request**



**Requested Meeting Date:** 3-24-20

Title of Item: Professional Services Agreement - Duluth Archaeology Center #20-04					
✓ REGULAR AGENDA	Action Requested:	Direction Requested			
CONSENT AGENDA	Approve/Deny Motion	Discussion Item			
INFORMATION ONLY	Adopt Resolution (attach dr	raft) Hold Public Hearing* e copy of hearing notice that was published			
Submitted by: John Welle	6	Department: Highway Department			
Presenter (Name and Title): John Welle, Aitkin County Engineer		Estimated Time Needed: 5 minutes			
Summary of Issue:  As discussed at the 3-10-20 meeting, a proposal for services has been requested from the Duluth Archaeology Center LLC, Duluth, MN to conduct the archaeological work required by the Memorandum of Agreement for ACOE No. 2017-04704 on SAP 001-603-018. The attached agreement DAC #20-04 outlines the various required tasks that will be completed. All tasks associated with the phase III archaeological recovery will be completed for a not-to-exceed amount of \$73,465.48. In addition, all tasks associated with the construction monitoring of the three additional sites will be conducted on an hourly basis at rates listed in the agreement. Since the magnitude of the construction monitoring work is unknown until the actual construction work is in progress, an hourly cost basis is being proposed for this work.  Resolution:  WHEREAS, an agreement, DAC #20-04, has been submitted by the Duluth Archaeology Center LLC, Duluth, MN for archaeological services required as part of the Army Corps of Engineers Permit No. 2017-04704.  NOW THEREFORE BE IT RESOLVED, that the Aitkin County Engineer is hereby authorized and directed for and on behalf of Aitkin County to execute and enter into this Agreement, a copy of which said agreement was before the County Board and which is made a part hereof by reference.					
Alternatives, Options, Effects on Others/Comments:					
Recommended Action/Motion: Adopt resolution.					
Financial Impact: Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ 73,465.48 plus hourly monitoring work Is this budgeted?  Yes No Please Explain:					

#### GENERAL CONTRACT FOR SERVICES (DAC # 20-04)

This Contract for Services (this "Contract") is made effective as of **February 12, 2020**, by and between **Aitkin County Highway Department** of **Aitkin**, Minnesota, and Duluth Archaeology Center, LLC of 5910 Fremont Street, Suite 1, Duluth, Minnesota 55807. In this Contract, the party who is contracting to receive services will be referred to as "**Client**" and the party who will be providing the services will be referred to as "DAC."

1. **DESCRIPTION OF SERVICES.** Beginning on **February 12, 2020**, DAC will provide to **Client** the following services (collectively, the "Services"):

Phase III archaeological data recovery for the Sather Site (21AK0035), CSAH 3 reconstruction. The Phase III mitigation will consist of 8-10 1x1 meter units excavated at a depth of 5 cm/level. Units will be excavated to a minimum depth of 10 cm below cultural material. All archaeological material will be bagged and labeled as per SHPO standards and site areas mapped.

At the direction of the Client, monitoring of subsurface disturbance of portions of the CSAH 3 reconstruction project may also be conducted.

A detailed scope of work and deliverables is described in Exhibit A.

**2. PAYMENT FOR SERVICES.** In exchange for the Services **Client** will pay DAC according to the following schedule:

The terms of this contract include two separate budgets. The costs for the Phase III archaeological data recovery are not to exceed \$73,465.48; only services provided will be billed. Costs for the monitoring tasks will be billed at an hourly rate plus expenses as outlined in Exhibit A.

- 2.1 **Payment Schedule** The first payment will be made at the completion of the field work. This invoice will include all charges accrued to that date. Additional invoices will be sent on a quarterly basis and will include all charges accrued that quarter. The final invoice will be sent at the time the final report is completed and delivered to the client. This invoice will include the remaining charges accrued for the project.
- 2.2 Conditions of Payment Payment is due upon receipt of the invoice. If payment is not received within 30 days a late fee of \$50 will be added. After 60 days a fee of \$100 will be added. If the invoice is not paid after 90 days, Client will be charged for the full amount of the contract and any accrued interest. For every 30 days that payment is late after the full amount of the contract has been billed late fees will accrue at a rate of \$100/month. Late fees can accrue to an amount over and above the not to exceed amount of \$73,465.48.
- **3. TERM.** This Contract will terminate automatically on **April 1, 2021**. This contract can be terminated by the **Client** or DAC for cause or convenience by written notice.

Upon termination, client will be responsible for ALL costs incurred by DAC until that point and any additional costs for delivering the records and artifacts to the curation facility.

Upon termination of this Contract, DAC will send to the Minnesota Historical Society, other curation facility or private landowners any artifacts with the appropriate records, notes, documentation and other items used, created, or controlled by DAC during the term of this Contract as per state license or private landowner request/requirements.

4. Authorized Representatives

4.1 Client's Authorized Representative. Client's Authorized Representative will be:

Name: Conrad Kragness

Address: Aitkin County Highway Department, Aitkin MN

Telephone: 218-927-7468

E-mail: Conrad.kragness@co.aitkin.mn.us

Client's Authorized Representative or his/her successor, will monitor DAC's performance and has the authority to accept or reject the services provided under this Contract. Client's Authorized Representative is responsible for the timely payment under the terms of this Contract.

4.2 DAC's Authorized Representative. DAC's Authorized Representative will be:

Name:

Susan Mulholland, President

Address:

Duluth Archaeology Center, LLC

5910 Fremont Street, Suite 1 Duluth, Minnesota 55807

Telephone:

218-624-5489

Fax:

218-624-5489

E-mail:

archcenter@aol.com

- **5. INDEMNIFICATION.** DAC agrees to indemnify and hold **Client** harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **Client** that result from the acts or omissions of DAC and/or DAC's employees, agents, or representatives. DAC will maintain the following insurance policies and will furnish satisfactory evidence of such policies upon request.
  - 5.1 Workers' Compensation Insurance: DAC will provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, DAC will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota. Insurance minimum amounts are as follows:

\$100,000.00 - Bodily Injury by Disease per employee \$500,000.00 - Bodily Injury by Disease aggregate

\$100,000.00 – Bodily Injury by Accident

5.2 Commercial General Liability: DAC will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use with which may arise from operations under this Contract whether the operations are by DAC or by a subcontractor or by anyone directly or indirectly employed by DAC pursuant to this Contract. Insurance minimum amounts are as follows:

\$1,000,000.00 - per occurrence

\$2,000,000.00 - annual aggregate

\$2,000,000.00 - annual aggregate - products/completed operations

The following coverages are included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Client named as an Additional Insured.

5.3 **Commercial Automobile Liability** – DAC will maintain insurance protecting DAC from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and nonowned autos which may arise from operations under this Contract and in case any work is subcontracted DAC will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

\$1,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages are included:

Owned, Hired and non-owned Automobile

Client named as an additional Insured (by request only)

5.4 **Professional Liability Insurance** – DAC will maintain the following minimum amounts:

\$1,000,000.00 - per claim or event

\$2,000,000.00 - annual aggregate

Any deductible is the sole responsibility of DAC.

This policy will provide coverage for all claims DAC may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to DAC's professional services required under the Contract.

- **6. WARRANTY.** DAC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DAC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to DAC on similar projects.
- 7. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- **8. DATA PRIVACY.** Pursuant to Minn. Stat. Ch. 13, DAC agrees to maintain and protect data on individuals received, or to which DAC has access, according to the statutory provisions applicable to the data. DAC understands it is subject to the requirements of the Minnesota Government Data Practices Act. DAC agrees that all data created, collected, received, stored, used, maintained or disseminated by DAC in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that DAC must comply with those requirements as if it were a government entity. DAC agrees to indemnify and hold Client, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by Operator or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement. The Client's disclosure of data in good faith compliance with the Minnesota Government Data Practices Act shall not be deemed or otherwise considered to be a breach of any of the Client's material confidentiality obligations under this Contract.

- **9. RECORDS AUDITING AND RETENTION.** DAC's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the Client and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16B.05, subd. 5. DAC agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
- 10. NON-DISCRIMINATION. DAC agrees to abide by all provisions of Minnesota Statutes section 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract." DAC agrees to abide by all federal laws prohibiting discrimination. DAC agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by DAC, or failure to comply with these obligations when applicable shall be grounds for termination of this Contract.
- 11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- **12. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- **13. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- **14. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Minnesota.
- **15. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- **16. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Servic	ee Recipient: Aitkin County Highway	y Department (Client)	
Ву:	John Welle Title: County Engineer	DATE:	

Service Provider: Duluth Archaeology Center, LLC

Jane Vi Marett

\_\_\_\_\_ DATE: \_2/12/2020\_\_\_\_\_

Susan C. Mulholland

President

#### **EXHIBIT A:**

## SCOPE OF WORK: PHASE III ARCHAEOLOGICAL DATA RECOVERY AT A PORTION OF SITE 21AK0035 AND MONITORING OF CSAH 3 RECONSTRUCTION, S.A.P. 001-603-018, AITKIN COUNTY, MINNESOTA

**I. FIRM NAME** Duluth Archaeology Center. L.L.C.

5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president) tel 218/624-5489, fax 218/624-5489, email archcenter @ aol.com

#### **II. PROJECT OBJECTIVES**

The objective of this project is to conduct Phase III data recovery on a portion of site 21AK0035 and monitoring of subsurface disturbance in Aitkin County, Minnesota prior to reconstruction of CSAH 3 east of the bridge over the Sandy River Narrows. The project land is currently County right-of-way for the reconstruction. The Area of Potential Effects (APE) for the project is the area of the site south of CSAH 3 and north of an intermittent tributary; the alignment of the road reconstruction was determined by the Aitkin County Highway Department.

This project will follow Federal guidelines and regulations for compliance with the National Historic Preservation Act of 1966, as amended (Public Law [PL] 89-665); Executive Order 11593, the Archaeological and Historic Preservation Act of 1974 (PL 93-291); Title 36 of the Code of Federal Regulations (CFR) Parts 60-66 and 800, as appropriate; the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601); the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (published in 48 Federal Register 44716-44742; available at <a href="http://www.achp.gov./secstnd.html">http://www.achp.gov./secstnd.html</a>); and Minnesota state historic preservation regulations and guidelines that are in effect during the execution of the contract. Minnesota regulations and guidelines include the Field Archaeology Act (MnST 138.31-138.42), the Private Cemeteries Act (MnST 307.08), and State Archaeologist's Guidelines for Archaeological Projects in Minnesota (Anfinson 2011).

Phase III Archaeological Data Recovery is designed to recover sufficient data from the APE to allow preservation of significant information about the portion of the site that will receive impacts from the project. Data recovery is by formal excavation units following a research design/Data Recovery Plan (DRP) approved by the MnSHPO and MnOSA. The portion of the site to be mitigated is south of CSAH 3 and east of the bridge over the Sandy River Narrows; site cultural deposits are north of an intermittent tributary to the river.

Monitoring of the subsurface disturbance by construction in the project is also included in the proposal. Monitoring will be for indications of human burials or archaeological sites in portions of the project area at the direction of the County Engineer or his representative.

#### III. METHODOLOGY

#### A. DESCRIPTION OF TASKS

Contractor will complete the following tasks:

<u>Task 1</u>: administration and pre-field preparations

Contractor will obtain appropriate license(s); conduct prefield activities; conduct accounting and record keeping.

Task 2: Phase III Data Recovery field investigations

Contractor will perform field excavations as per Data Recovery Plan.

Task 3: laboratory analysis

Contractor will clean, identify, and accession recovered cultural materials.

<u>Task 4:</u> reporting

Contractor will prepare an interim field report and a technical report to OSA/SHPO standards (Anfinson 2011).

Task 5: monitoring

Contractor will conduct monitoring during the subsurface disturbance of the site area during construction. The portions of the project that will be monitored will be at the direction of the County Engineer or his representative. A report on the monitoring activities will be prepared to OSA/SHPO standards (Anfinson 2011). Any recovered artifacts will be processed for curation as in Task 3.

#### Task 1-Administration and Pre-field Preparations

Contractor and Aitkin County Highway Department will conduct administration of the project ongoing throughout the execution of the contract. Contractor will organize the field, laboratory, and office activities. Field and laboratory activities are detailed below. Office activities include accounting and other record-keeping tasks. Special findings will be reported to the Aitkin County Highway Department representative. Confirmation Notices will be submitted as appropriate.

Contractor will make preparations prior to fieldwork. Known site data will be reviewed from the State Historic Preservation Office (SHPO) database. Contractor will obtain an Archaeological License from the Minnesota Office of the State Archaeologist (MnOSA) for the property. The project PI meets the Secretary of Interior standards for pre-Contact archaeology and currently holds Annual State Archaeology licenses.

Contractor will perform the review of project activities on-going throughout the execution of the contract with two areas of special focus. Health and safety is extremely important, primarily in the field but also in the laboratory. One specific task is to request a locate or meet with utility and other cable-operating companies through Gopher State One-Call. The second issue is quality assurance and control (QA/QC). Contractor's personnel are familiar with standards for QA/QC projects (Rapp 1998). Professional conduct of research and management tasks will be maintained.

#### Task 2-Phase III Data Recovery Investigations

Contractor will conduct a Phase III data recovery excavation on the project APE in Aitkin County, Minnesota. Archaeological Phase III excavation will follow the DRP to excavate 8-10 formal units in the APE. Contiguous blocks of units will be placed around the Phase II unit (TU 2) and positive

shovel tests. Units will be 1x1 m in size and excavated in 5 cm levels in separate quadrants, except any road fill overburden which will be removed as a single layer. Sediment will be dry screened through 1/4 inch mesh with 1/8 inch mesh available for features.

If during the field work any indications of a possible burial are observed (surface depressions or markers, subsurface stains or wood or bone), work will cease and the provisions of the Minnesota Private Cemetaries Act followed. Notification will be made to the State Archaeologist, Aitkin County Highway Department representative, and local sheriff office. No further disturbance will be made until such representatives have reviewed the situation and a procedure developed to deal with the burial.

Contractor will record any artifacts recovered separately by unit, level, quadrant, and feature. A site map will be made showing units as well as positive and negative tests. These locations will be recorded using a hand held GPS set to the 1983 NAD. In addition, backup measurements will be made using pace and compass from a permanent landmark. Locations will be recorded on USGS topographic maps and any project maps supplied by the Aitkin County Highway Department.

#### Task 3-Laboratory Analyses

All materials and records collected in the field will be returned to the Contractor's laboratory for analysis. Records (field notes and maps) will be reviewed and materials inventoried according to the QA/QC plan. Paper records will be copied to guard against accidental loss of data. Film, if any, will be developed and photographs prepared.

Contractor will analyze artifacts, if any are recovered, following standard archaeological practices. Artifacts will be reviewed prior to cleaning to determine the best procedure. Materials of fragile nature such as bone or ceramics with organic residue will be dry-brushed; more robust materials will be washed in water. Identification will classify the materials into types (lithic, ceramic, etc.) and categories within each type (material, composition). Weight and identification data will be recorded for each item by lots; accessioning is based on the lot numbers. The State site form will be updated.

Specialized analyses will be conducted as appropriate to the amount and type of materials recovered. Radiocarbon dating can be conducted on charcoal or bone. Zooarchaeological analysis can be conducted on bone; archaeobotanical analysis can be conducted on plant macrofossils (seeds, wood).

Artifacts from County land will be curated at the Minnesota Historical Society (MHS) under repository agreement (see D below); such services will cost \$285 per cubic foot of storage space plus \$75 per accession number plus \$115 per submission. MHS accessioning requirements will be followed in preparation of artifacts for permanent curation. Artifacts from private land may be returned to the landowner or donated to MHS, at the discretion of the landowner.

#### Task 4-Reporting

An interim field report will be prepared for the Aitkin County Highway Department at the completion of field work. The field report will briefly describe the methods and results of the Phase III excavation; preliminary conclusions and recommendations will also be included. The final technical report of all Phase III activities and findings will be prepared for completion of the project. The report will be complete, including all illustrations and appendices. Contractor will submit the

final technical report to Aitkin County Highway Department and the MnOSA. Transmission to the Army Corps of Engineers and the Minnesota State Historic Preservation Office will be done by the County.

#### Task 5-Monitoring

The subsurface disturbance of portions of the CSAH 3 reconstruction project will be monitored for any indications of human burials or archaeological sites. The areas to be monitored will be at the direction of the County Engineer or his representative. Monitoring will be conducted to view the exposed subsurface within the construction limits and a sample of the excavated sediments. If indications of human burials or archaeological sites are uncovered, construction will halt in that area of the project. Human burials will be reported to the MnOSA and local law enforcement as well as the County; artifacts will be investigated. A report on all monitoring activities will be prepared.

#### **B. DESCRIPTION OF DELIVERABLES**

The reports will be prepared in accordance with the State Archaeologist's Guidelines for Archaeological Projects in Minnesota (Anfinson 2011) and the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation. Style will follow that in American Antiquity, 1992, vol. 57, no. 4, pp. 749-770.

The interim field report will include a brief introduction to the project activities, description of the methods employed, list of the excavation units completed, and description of the results. Preliminary conclusions and recommendations will be included, although analysis of the artifacts will not have been completed.

The technical report will be prepared after completion of the laboratory work, including the specialized analyses. Contractor will include the pre-field literature research, complete description of methodologies, all results from the field survey and laboratory analysis, interpretations of the data, and final interpretation of any site data in relation to the relevant historic contexts in the technical report. A draft report will be submitted to the client for comments.

The monitoring report will include description of the methods and areas monitored as well as any burials or sites uncovered. If burials or sites are uncovered, the report will describe the materials and the procedures undertaken upon uncovery.

#### C. PROJECT SCHEDULE

The following time frames are approximate estimates, with exact scheduling dependent on completion of paperwork and weather. Work will begin on the contract start date/authorization date and conducted as possible:

#### Data Recovery at 21AK0035:

- Field work: 3 weeks maximum (estimated in May 2020)
- Lab work: 1 month minimum (estimated by August 2020)
- Technical report: 4 weeks minimum (estimated by October 2020)
- Curation: 6 weeks minimum (estimated by December 2020)

Field work can be conducted in May 2020 assuming the ground thaws sufficiently for excavation and screening of sediment. Lab work depends on the amount of materials recovered, as well as curation location. Reporting depends on amount of materials recovered and the scheduling of specialized analyses (radiocarbon dating, zooarchaeology and/or archaeobotanical analysis).

#### Monitoring:

Monitoring will be conducted at the direction of the County Engineer or his representative.

#### **D. CURATION**

Contractor has an expanded repository agreement with the Minnesota Historical Society (MHS) for curation of archaeological materials from non-Federal public lands, as stipulated by the State Archaeology license.

#### IV. BUDGET

The budget is prepared on separate sheets. The data recovery (Tasks 1-4) is a not to exceed quote. Monitoring (Task 5) will be invoiced on an hourly basis and incurred expenses.

#### V. PERSONNEL

- Dr. Susan Mulholland: PI and project manager

Registered Professional Archaeologist (RPA)

- Jennifer Shafer: lab/field supervisor, graphics coordinator, accountant meets Secretary of Interior Standards for Archaeology

#### VI: APPROVED BY

Lusan Mulholland

Name: Susan C. Mulholland

Title: President, Duluth Archaeology Center

Date: February 12, 2020

#### REFERENCES

Anfinson, S.

2011 State Archaeologist's Manual for Archaeological Projects in Minnesota. State Historic Preservation Office, Minnesota Historical Society, St. Paul.

Rapp, G., Jr.

1998 Cultural Resource Management Quality Assurance and Quality Control: Principles and Guidelines for Archaeology and Related Geomorphology. Mn/DOT.

## SATHER SITE, 21AK0035, AITKIN COUNTY, MINNESOTA BUDGET, PHASE III DATA RECOVERY

PRE-FIELD/ADMINISTRATIVE Principal Investigator Computer Technician Account Manager Photocopies TOTAL PRE-FIELD	20 hr. @ \$65.17 5 hr. @ \$45.22 6 hr. @ \$47.56 200 @ \$0.10	\$1,303.40 226.10 285.36 20.00 \$1,859.86
FIELD WORK Principal Investigator Field Supervisor Field Technicians Mileage Per diem Lodging TOTAL FIELD WORK	120 hr. @ \$65.17 120 hr. @ \$45.70 240 hr. @ \$45.22 1500 miles @ \$0.575 48 @ \$50 48 @ \$120	\$7,820.40 5,484.00 10,852.80 862.50 2,400.00 5,760.00 \$33,179.70
REPORT PRODUCTION Principal Investigator Computer Supervisor Lab supervisor Laboratory Technician Photocopies/reproduction Postage/Delivery Report Production Specialized analyses TOTAL REPORT PRODUCTION	80 hr. @ \$65.17 70 hr. @ \$45.70 200 hr. @ \$45.70 40 hr. @ \$45.22 200 @ \$0.10	\$5,213.60 3,199.00 9,140.00 1,808.80 20.00 25.00 50.00 8,500.00 \$27,956.40
MHS CURATION accession # storage box handling fee Principal Investigator Lab supervisor Mileage parking fee TOTAL CURATION	1 @ \$75 2 cubic ft @ \$285 1 @ \$115 6 hr. @ \$65.17 200 hr. @ \$45.70 300 mi. @ \$0.575	\$ 75.00 570.00 115.00 391.02 9,140.00 172.50 6.00 \$10,469.52

**TOTAL PROJECT COSTS** 

\$73,465.48

### CSAH 3 RECONSTRUCTION, AITKIN COUNTY, MINNESOTA BUDGET, MONITORING (RATES)

#### PERSONNEL

Principal Investigator \$65.17 per hour Supervisor (Field/lab/computer) \$45.70 per hour Technician (Field/lab) \$45.22 per hour Account Manager \$47.56 per hour

#### EXPENSES (charged as incurred)

Mileage \$0.545 per mile

Per diem \$50 per person per day

Lodging motel room per night (estimated \$120)

Photocopies \$0.10 per page

Mailing As required by delivery agency

MHS accession number fee \$75 per number MHS curation box \$285 per box MHS handling fee \$115 per delivery

#### CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

March 24, 2020

By Commissioner: xxxx

20200324-xxx

#### Professional Services Agreement - Duluth Archaeology Center #20-04

WHEREAS, an agreement, DAC #20-04, has been submitted by the Duluth Archaeology Center LLC, Duluth, MN for archaeological services required as part of the Army Corps of Engineers Permit No. 2017-04704.

**NOW THEREFORE BE IT RESOLVED**, that the Aitkin County Engineer is hereby authorized and directed for and on behalf of Aitkin County to execute and enter into this Agreement, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Commissioner xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

**FIVE MEMBERS PRESENT** 

All Members Voting

### STATE OF MINNESOTA) COUNTY OF AITKIN)

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the <a href="24th day">24th day</a> of <a href="March, 2020">March, 2020</a> and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 24th day of March, 2020

Jessica Seibert County Administrator