

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Baxter (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective October 17, 2017, this Supplemental Letter Agreement dated May 19, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: 2026 Novotny Road Street & Utility Improvements - Construction Observation.

Client’s Authorized Representative: Trevor Walter

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Project Manager: Scott Hedlund

Address: 13850 Bluestem Court, Suite 150, Baxter, Minnesota 56425

Telephone: 612.865.3509

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Scope: The Services to be provided by Consultant:

Our services will consist of Construction Phase Professional Services for the City of Baxter (Client) in connection with the 2026 Novotny Road Street & Utility Improvements project (associated with the adjacent VA Clinic Development) in Baxter, Minnesota in accordance with construction plans prepared by Stark Engineering dated 4/24/2026 titled 2026 Novotny Road Improvements consisting of 25 sheets, and City Standard Specifications & Details dated 03/18/2025, (Contract Documents). Construction will be performed by a Contractor hired by the site developer and includes an approximate 650 linear foot long urban commercial section street extension with a separated bituminous trail on one side and a mini roundabout with street lighting at the westerly terminus, sanitary sewer, water main, storm sewer, storm pond and street grading, and turf restoration improvements within City right of way that will ultimately be dedicated to Client.

Construction Administration \$18,000

Provide part time construction administration services associated with construction of the proposed improvements in accordance with the Contract Documents. Specific tasks included are:

- Attend up to one (1) pre-construction conference meeting conducted by others.
- Review Contractor material submittals and shop drawings, limited to on-call as requested by Client, for conformance with the plans and City Standard specifications and details.
- Assumes up to 60 hours for an Engineer for on-call pre-activity meetings and construction administration for site meetings, project coordination, submittal/shop drawing review, and office technical support.
- Attend weekly construction meetings conducted by others (up to 8 meetings).
- Deliverables: Copies of pertinent project correspondence and documentation.

Construction Observation \$60,000

Provide construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

- Provide part-time field observation of the following items:
 - Traffic control.
 - Removals.
 - Roadway grading and subgrade.
 - Aggregate base.
 - Pavement markings and signage.
 - Street lighting.
 - Storm pond construction.

- Restoration.
- Provide full-time field observation of the following items:
 - Sanitary sewer.
 - Water.
 - Storm sewer.
 - Concrete curb & gutter, concrete flatwork, and roundabout construction.
 - Ped Ramps.
 - Bituminous paving.
- Observe and document testing procedures and results.
- Coordinate construction materials testing.
- Observe work activities for general conformance to the Contract Documents.
- Assist Client with the final walkthrough and project closeout.
- Assumes up to 350 hours of Construction Observation by an RPR.
- Deliverables: Copies of pertinent project documentation.

Post-Construction Services \$4,000

Provide the following post-construction services:

- Provide field measurement information to Stark Engineering to assist in their preparation of “Record Drawing” documents for Client.
- Project closeout coordination.
- Assumes up to 25 hours of staff time for close-out related tasks.
- Deliverables: Copies of Construction Administration and RPR documentation.

GIS Services – \$4,000

Provide GIS services to add watermain, sanitary sewer, building and parking lot outlines (impervious surface), storm ponds, and stormwater pipes and manholes to City’s GIS System:

- SEH can rely on as-built field data provided by Developer.
- Input feature data for sanitary and water pipes, street lighting, and stormwater features (ie pipe type, year installed, inverts).
- PM review/ QA QC.
- Assumes up to 15 hours for a GIS Specialist and 5 hours for an Engineer.

Construction Materials Testing Services \$23,000

SEH will subcontract with a geotechnical firm to conduct the necessary grading & base, concrete, and bituminous construction materials sampling and testing for the project. The assumed scope is based on the 2025 SALT MnDOT Schedule of Materials Control and the current project scope assumptions.

- Deliverables: Copies of testing documentation.

Reimbursable Expenses \$3,000

Reimbursable expenses include vehicle mileage, vehicle and equipment charges, printing, reproductions, and postage.

Resident Project Representative Services:

RPR services will be provided in accordance with attached Exhibit B-2.

Exclusions:

- Private utility coordination.
- Quantity measurements.
- Construction Observation for the adjacent site development improvements.

Assumptions:

- Client will confirm the daily schedule of SEH Construction Observation (RPR) services.
- Construction Materials Testing (CMT) will be provided by Braun Intertec Corporation as a subconsultant to SEH. Testing services needed are based on the final construction Contract Documents construction

Exhibit B-2

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Consultant's RPR is an agent of the Client at the site, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Client concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - (a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.
 - (b) Receive samples furnished at the site by contractor, and notify Client of availability of samples to review.
 - (c) Notify Client and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.
5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Client to keep them informed of issues and progress of the Work.
- (c) Notify the Client immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor / subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Client appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Client.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Client clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Client periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Client for review prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

(d) Assist Consultant's project manager with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.