

## 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, and the Supplemental Letter Agreement dated March 17, 2026, this Supplemental Letter Agreement dated April 21, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: Foley Road and Isle Drive/Forthun Road Intersection Improvements - Design Phase Services.

**Client’s Authorized Representative:** Trevor Walter

**Address:** 13190 Memorywood Drive, Baxter, Minnesota 56425, United States

**Telephone:** 218.454.5110

**Email:** twalter@baxtermn.gov

**Project Manager:** Scott Hedlund

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

**Telephone:** 612.865.3509

**Email:** shedlund@sehinc.com

**Scope:** The Services to be provided by Consultant:

Our services will consist of Design Phase Services in connection with the proposed reconstruction of the Foley Road and Isle Drive/ Forthun Road intersection with the relocation of the Elder Drive railroad crossing to this intersection with the TH 210 and 371 Baxter Overpass Project by the Minnesota Department of Transportation (MnDOT). The project limits are envisioned to include approximately 1,500 linear feet of Foley Road and 900 linear feet of Isle Drive/ Forthun Road.

**Project Management (Included with all Tasks):**

Project management and administration will be provided for all phases of the project, including:

- Perform general day-to-day project management and administration. Includes project accounting, invoicing, and record keeping.
- Prepare monthly project update memorandum.
- Ongoing coordination, communication, and scheduling – internal and external.
- Deliverables: Monthly invoices and copies of all pertinent Project correspondence.

**Finalize Layout and Typical Section:** \$10,000.00

Our services for this task will consist of finalizing the project layout and typical section(s). Our scope includes the following:

- Review available traffic information from MnDOT and City.
- Update preliminary layout based on field topographic survey.
- Finalize typical section(s).
- Review with City Staff – one (1) meeting.
- Submit to MnDOT for review.
- Finalize layout and typical section based on City Staff and MnDOT comments.

**Feasibility Report, Neighborhood Meeting, and Improvement Hearing:** \$20,000.00

Our services for this task will consist of conducting a study and investigation, preparing a feasibility report document containing the findings of the study and investigation along with our recommendations for the Project, preparing a preliminary opinion of probable cost for the Project, and calculating preliminary special assessment rates. They also include SEH support to the City holding a Neighborhood Informational Hearing, and a subsequent Improvement Hearing for the project following the Minnesota Chapter 429 special assessment process. Our study, informational meeting, and hearing scope includes the following:

- Prepare exhibits showing project limits, and municipal street improvements.
- Develop preliminary opinion of probable cost.
- Prepare preliminary assessment worksheet and map (assessments assumed for only Forthun Rd/Isle Drive south of Foley Road).
- Prepare report document.
- Present the report to the Utilities Commission – one (1) meeting.
- Present the report to the City Council – one (1) meeting.
- Present draft feasibility report at a Neighborhood Informational Meeting for this project – one (1) meeting.
- Finalize report based on City Staff, Neighborhood Informational Meeting, Utilities Commission, and City Council input.
- Present final feasibility report at the Improvement Hearing for this project – one (1) meeting.
- Deliverables: feasibility report document – in electronic PDF format.

MnDOT and Railroad Coordination:        \$7,000.00

Our services for this task will consist of ongoing coordination with MnDOT on their Overpass project design progress, design scope tie-in points to the City’s project, and their schedule/timing. MnDOT State Aid Submittals. This task also includes coordination with BNSF Railway for scoping of any agreements or permits needed for work that may impact their property. The task budget assumes up to 20 hours of MnDOT coordination and up to 10 hours of BNSF coordination.

Soils Investigation:                        \$8,000.00

We propose to subcontract with a geotechnical firm (Braun Intertec) to perform a geotechnical investigation and evaluation. The scope is anticipated to include 2 each soil borings at 5 foot depth on Forthun Road/ Isle Drive segment and 2 each at 10 feet on the Foley Road segment, laboratory testing (moistures, mechanical, sieve analysis), subgrade R-value determination, and ground water reporting, all in an effort to characterize the in place pavement and subsurface conditions. The field investigation findings would be summarized in a report format that will be included with the construction contract documents. The final scope and fee for this task will be determined during design after the cross-sectional project limits are known and further discussion is had with City staff.

Design Services:                            \$40,000.00

We will prepare design drawings and contract documents suitable for competitive bidding that meet City and MnDOT State Aid requirements. Items included in our proposed scope of services are as follows:

- Establish project website
- Design kickoff and subsequent Plan review meetings with City staff – up to three (3) meetings
- Private Utility Company coordination – up to two (2) meetings
- Preparation of project plans, including the following:
  - Title sheet
  - Statement of estimated quantities
  - Quantity tabulations
  - Typical construction details
  - Typical roadway sections
  - Traffic Control Plan
  - Existing conditions and removals plan
  - Temporary and permanent erosion control details and plan
  - Stormwater Pollution Prevention Plan
  - Roadway and trail design
  - Storm water calculations and design
  - Sanitary schedule
  - Roadway, trail and storm water plan and profile sheets
  - Roadway and trail cross sections
  - Pavement marking and signage plan
  - Street lighting location plans (showing locations only of existing and proposed street lighting units to be relocated/installed and LED upgrades by Crow Wing Power)
- Quality control review and plan modifications

- Storm water technical memorandum
- City staff & MnDOT review submittals (60% & 100% plans)
- Final plan preparation
- Preparation of contract documents and specifications
- Preparation of Engineer's Estimate of Probable Construction Cost
- Prepare permit applications (the following permits are assumed necessary):
  - MPCA NPDES Construction Permit SWPPP (permit to be secured by Contractor)
- Project design status reports
- Final plan review with City staff, Utilities Commission and City Council
- Deliverables: Bidding Documents in electronic PDF format.

Advertising / Bidding / Award Services: \$7,000.00

We will assist the City in advertising, electronic bidding (via QuestCDN), and awarding the project. Items included in our proposed scope of services are as follows:

- Assist City with advertising the construction documents for public bidding.
- Coordination of contract document distribution to prospective bidders
- Reply to bidder questions and inquiries
- Prepare and distribute necessary addenda
- Facilitate a bid opening
- Prepare a tabulation of bids received
- Review apparent low bid for compliance with contract documents
- Make recommendation to the City for award of the contract.
- Deliverables: Bid tabulation, award recommendation letter.

Final Assessment Calculations and Hearing: \$8,000.00

We will assist the City with assessment calculations, assessment public hearing and documentation in accordance with the Minnesota Chapter 429 assessment process. Items included in our proposed scope of services are as follows:

- Prepare final cost split worksheet and assessment calculations
- Prepare individual records of assessment
- Meeting with City staff to review final assessment and cost split information. Up to one (1) meeting.
- Assist the City with Assessment Hearing resolutions and notices. We assume the City will assume responsibility for publishing and mailing all required notices.
- Prepare and present Assessment Hearing project information. One (1) meeting.
- Deliverables: Final cost split worksheet, final assessment calculations and map, individual record of assessment worksheet.

**Assumptions:**

- No substantial stormwater design changes from existing conditions, continue to rely on ditches and infiltration.
- SEH can rely on data provided by City and MnDOT.
- City will pay for any advertising, publication, and permitting fees (not included in SEH's fees).
- No wetland delineations or permitting are required.
- Environmental services (potential soil/groundwater contamination) are not required.
- No easement acquisition is necessary.
- No federal funds will be utilized on the project.

**Exclusions:**

- Prepare and facilitate separate contract for winter tree clearing.
- Long eared bat (threatened/endangered species) investigation prior to any tree clearing.
- Environmental review (such as Environmental Assessment Worksheet, Project Memorandum/CATEX).
- Wetland delineations and permitting.
- Detailed street lighting design.
- Traffic and or pedestrian signal system design.
- Property acquisition services.
- Additional meetings from what is listed above.

- Construction Services.

**Schedule:** We anticipate beginning the construction document public bidding process by February of 2027. The schedule could be altered by forces beyond SEH's control, such as MnDOT and City review turnaround times and approvals.

**Payment:**

The fee is hourly not to exceed \$100,000.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in Master Agreement Exhibit A-1. Additional work, if required, shall be compensated hourly in accordance with Master Agreement Exhibit A-1.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**City of Baxter**

By: Scott D. Hedlund

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

Full Name: Scott Hedlund

Full Name: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

**City of Baxter**

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

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_