

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 February 22, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **2024 Water System Hydraulic Model Update and Water System Planning**.

Client’s Authorized Representative: Trevor Walter, PE

Address: 13190 Memorywood Drive, Baxter, Minnesota 56425

Telephone: 218.838.5281 **email:** twalter@baxtermn.gov

Project Manager: Chad Katzenberger

Address: 416 South 6th Street, Suite 101, Brainerd, Minnesota 56401

Telephone: 218.855.1720 **email:** ckatzenberger@sehinc.com

Scope: The Services to be provided by Consultant:

Phase 1: Water Model Update & Operational Verification

This phase of the project will include collection of data that will inform the overall model update process, and collection of field data and testing for verification/calibration. As with any planning project, data collection and data management are critical to the efficiency and applicability of modeling. We will take the lead on the data collection task, working closely with the project team so the “boots on the ground” are coordinated with those ultimately using the data. The collected data will be managed and delivered to the project team in a format that allows for duplication of the process in future updates. We will also deploy a suite of field-testing equipment during the verification/calibration process to make sure we are gathering useful water system performance. Through this process we will collect and manage data through our go to tools such as ArcGIS collector so that the data can be seamlessly integrated with the model. Furthermore, we will utilize best practices that have been developed by our team to analyze your water system demand data and integrate the data within the model.

1. Develop and provide a list of data needs to the City for update of the water model and future system analysis and review any data provided by the City upon initiation of the project – review applicability and usefulness of data provided and provide report back to City.
2. Create System Level of Service Memorandum (LSM) and work with City staff to evaluate LSM performance measures regarding water system performance – this will be used as a system performance metric moving forward for future system analysis.
3. Import existing a water system model pipe network using current hydraulic modeling software (WaterGEMS), using the City provided water model and updated water system GIS data.
4. Update water system facilities (storage tanks, booster pump stations) to the hydraulic model based on existing record drawings and available data, as necessary.
5. Review historical demand data and future water projection data – develop existing demand estimates for Average Day (AD), Max Day (MD) and Peak Hour (PKHR) for water system modeling purposes.
6. Develop updated future water system demand projections that represent potential growth over the next 20 years for future system analysis (include future estimates for AD, MD and PKHR).
7. Link billing data and meter consumption to spatial references of accounts, and transfer meter data to demand nodes in the model (demand distribution).
8. Transfer updated ground elevations from the latest digital terrain mapping to the hydraulic model for the model elevation update.
9. Modify the control strategy in the hydraulic model based on the current operating strategy derived through discussions with the City water operations staff.

10. Prepare a field test work plan that will identify the following: test location, purpose of test, information to be collected both at the test site and other monitoring locations, forms required for recording test information, field testing schedule, and digital field data collection system.
11. Identify locations for installation of continuous monitoring pressure devices (Telogs) for installation by City staff and the field-testing team.
12. Submit field-testing work plan to City for discussion and agreement prior to performing the field tests and finalize the work plan based on the comments from City staff.
13. Field-Testing: Conduct 12+ Hydrant Flow (Fire Flow) tests as part of field-testing activities with assistance from City staff.
14. Collect extended period water system operation SCADA data during flow testing activities and beyond (this data will be used for correlation of field-testing data during calibration).
15. Prepare and set up the water model to develop modeling scenarios that represent each of the field tests performed (prepare a multiple step EPS scenario, one time step per flow test).
16. Prepare a model verification and calibration analysis spreadsheet that tabulates the field measurements and operations of tanks and pumps against those predicted by the hydraulic model. Summarize the results in tables and graphs as needed.
17. Modify and adjust the model features to ensure that it accurately represents how the water system operates over an extended period of time.
18. Micro Verification/Calibration: Compare flows and pressures simulated from the model to those measured in the field and make the necessary adjustments to the C-values based best practices to ensure close agreement between field and model results.
19. Macro Verification/Calibration: Simulate the operation of the water system over a pre-selected period of seven (7) days to make sure overall extended period simulation operation of the model matches the real-world water system. This calibration exercise will help build confidence in the ability of the model to simulate extended operations to monitor water tower filling/emptying, water age, etc.
20. Prepare model verification/calibration documentation and present the results of the calibration process to City staff with an opinion on the confidence of the level of calibration achieved and suggestions to improve calibration if necessary.
21. Summarize the results of the field tests in a technical memorandum.

Phase 1 Deliverables:

- *Updated Water Model & Model Files, Field Testing Data, Field testing & Model Verification / Calibration summary memo and figures.*

Phase 2: Water Demand Analysis and Projections

This project phase will focus on clearly defining anticipated water use projections. This effort will start by clearly identifying the water service area boundary and growth projections over a 20-year planning period. We will coordinate with City staff and stakeholders to assure that the assumptions used for future growth clearly and realistically represent the City's anticipated future growth. This task is foundational to the water system needs planning effort since the type and location of the anticipated growth will influence overall water needs and the facilities required to support those needs.

Existing and potential service areas will be divided into planning areas for analysis purposes. Estimates of water needs will be developed based on projections of service population, land use and probable user consumption characteristics. Historical sales and pumpage statistics and experience history information will be used to project future water needs. We will characterize overall water needs by major customer classification and present it in terms of average, maximum and peak conditions.

Fire protection needs will also be investigated for planning sub districts. General flow capacity requirements will be outlined based on typical land use classifications, International Organization for Standardization (ISO) and industry standards and applicable codes or regulations. These estimates will be used to evaluate the adequacy of existing supply, storage and distribution systems.

1. Consult City Planning Department staff, water utility staff and other project stakeholders information related to historical growth and development in the City and projected growth. This will also establish an anticipated water system growth boundary, which accounts for any growth as defined in boundary agreements with the surrounding communities.
2. Work with the project team and stakeholders to include the potential for retrofit neighborhoods to receive water service in the future within the City and identify anticipated growth areas outside of the current municipality boundaries.
3. Using gathered knowledge, develop and summarize the information provided by City and project stakeholders documents that summarize the anticipated population growth over the planning period and develop mapping that documents anticipated land use and anticipated growth areas, which will impact water system demand.
4. Work with City staff to develop consensus on anticipated growth during the identified planning period.
5. Collect and review water demand data information, including billing (AMI/AMR), SCADA pumping records, DNR annual reports, other historical data sources, and other available planning and engineering reports.
6. Review existing historical water system demands, consumption and characteristics by type (residential, commercial, multi-family, industrial, and public). Summarize historical water system demand information in the format of tables and graphs to illustrate key characteristics of historical water demands.
7. Calculate and establish per capita water use for different categories of users according to available billing records and compare this with Minnesota and national averages.
8. Review information provided by the City for high volume water customers. Provide the City with a survey form for use in soliciting input from high volume customers regarding their water need characteristics and potential future changes in business activity that may impact water consumptions. Review the results of the survey and coordinate with the hydraulic model.
9. Establish maximum day and peak hour ratios to be used for water requirement projections. The maximum day water demand ratio is to be established based on an historical analysis of average and maximum water demands. Peak hour demand fluctuations per pressure zone is to be established from review of existing SCADA data and calculated for each pressure zone.
10. Project future water consumption and pumpage based on the projection of population increase defined in the previous task and the future land use throughout the service area over the planning period. In addition, information from existing large users will be used to establish their current water usage and potential increase or trends over the planning period, to ensure that they are adequately included in the projections of water requirements.
11. Forecast future average day demand in 5-year increments starting with year 2025 and going through year 2045. And develop estimate of ultimate potential water use based on land use mapping and expansion potential/
12. Develop peaking factors for maximum day (MD), maximum hour (MH), average day (AD), average summer day (ASD), and average winter day (AWD).
13. Develop hourly diurnal curves for the full system, representing average day and max day conditions (for use in EPS modeling and water age modeling efforts).
14. Develop 10 max day (MD10) use patterns for modeling purposes.

Phase 2 Deliverables:

- *Water system demand analysis and project memo with corresponding tables and mapping.*

Phase 3: TH 210/371 Trunk Water Main Changes – Water System Model Evaluation(s)

The updated, verified model will be utilized to model the adequacy of the distribution system and to recommend improvements to maintain desired system operations. The model will simulate the operation of the Baxter water system during average day, maximum day, and fire flow events. Water system operational flow capacities and system pressures will be examined to assure that the water system can deliver an effective level of service and establish a baseline for system performance. As major changes are expected at the intersection of TH 371 & TH 210, the model will then be utilized to simulate various water main change scenarios, As the grade separation project may require the relocation of water main – the model can simulate impacts to the water system performance as various sections of water main are taken out of service. The model can then be utilized to simulate

the efficacy of potential improvements or water main relocations to mitigate negative impacts from the water main removals.

Below is a summary of the anticipated Phase 2 Tasks:

1. With existing and projected water use information, perform a water supply analysis to evaluate the overall water system supply/storage operations and establish the criticality of the trunk water mains that transverse the TH 210/371 intersection areas.
2. Perform both steady-state and extended-period simulation analyses to evaluate water system operational performance related to the following scenarios including various demand levels (Average Day Demand (AD), Max Day Demand (MD) and Peak Hour (PkHR):
 - a. Existing Water System Operations.
 - b. Existing System Operations with TH 210/371 water main removed from service.
 - c. Future (Ultimate) water system operations (future system and 20-year projected demand) with 210/371 water main removed from service.
 - d. Future (Ultimate) water system operations (future system and 20-year projected demand) with recommended trunk water main improvements (including replacement mains at alternative locations for the TH 210/371 areas (simulate up to 3 pipe alternatives and options for various locations and sizes).
3. Utilize the model to simulate available fire flow in the water system. Prepare maps of water system pressures and available fire flows for the scenarios noted above.
4. Meeting: Conduct a review meeting with City staff to present the identified water system deficiencies identified during the analysis and modeling then solicit their input on proposed improvements.
5. Model potential future system expansion (Update based on previous work – and realized improvements) and provide recommendations for water main location and sizing.
6. Develop list of potential water system improvements.
7. Review results and recommendations with City staff - Review Meeting.
8. Develop a technical memo summarizing the analysis and recommendations related to the TH210/371 water main needs, and a general water distribution system assessment summary.

Phase 3 Deliverables:

- *Summary memo and figures related to modeling alternatives and recommendations.*

Phase 4: Ultimate Water System Planning Map

The City currently has an ultimate water system planning map depicting current and anticipated future water main to serve the City. This effort will incorporate the existing map and review the features within the model. Recommended pipe size updates will be made based on the results for the modeling results and other pending water system improvement recommendations such as the potential for a new well field.

Below is a summary of the anticipated Phase 4 Tasks:

1. Review Existing Water System Planning Maps: Gather the current water system planning map that outlines existing water mains. Examine the map to understand the layout, connections, and coverage.
2. Identify areas where improvements are needed or where the system may be inadequate.
3. Incorporate Anticipated Future Water Mains: Overlay the existing map with anticipated future water mains. Consider factors such as population growth, development, service to unserved neighborhoods and system expansion. Ensure that the updated map reflects the long-term vision for water distribution.
4. Hydraulic Model Confirmation: analyze the overall Ultimate water system and update piping to deliver desired level of service.
5. Based on modeling results, recommend appropriate pipe size updates. Consider factors such as water demand, hydraulic capacity, and system efficiency.
6. Prioritize areas where resizing pipes will significantly enhance performance.
7. Integration of Pending Recommendations: Review other pending water system improvement recommendations. Assess their feasibility and alignment with the overall system enhancement goals. Incorporate these recommendations into the planning process.

- 8. Ultimate system Map: Produce GIS based ultimate system mapping that identify key water main upgrades and size of expansion trunk main. In addition, identify locations of proposed supply and storage facilities as identified in the ongoing system analysis.

Phase 4 Deliverables:

- *Ultimate water system planning map in PDF and GIS formats.*

Exclusions

Work under this contract is limited to what is defined in the scope. With the updated water model in hand, SEH will maintain an active model that may require periodic updates as improvements are completed. In addition, there may be occasions where consulting the model is helpful for evaluating other system questions or refining design decisions. As such, the updated model can be used to address these items as directed by the City as part of general engineering efforts.

Schedule:

Work will begin promptly once Authorization is received. Field testing work will be scheduled weather dependent. Assuming field testing is completed by April 26, 2024, the project is expected to be completed within 120 days of authorization. Understanding that preliminary answers related to TH371/210 may be needed sooner than field testing may be available, we will coordinate the analysis to allow for preliminary analysis to provide early recommendations for this portion of the work, with confirmation included in the final analysis and technical memo.

Payment:

The hourly no-to-exceed fee is \$64,800.00 including expenses and equipment. We may shift fee between the project phases in order to complete the work but will not exceed the total project fee without your approval.


Phase 1: Water Model Update & Operational Verification	\$21,300
Phase 2: Water Demand Analysis and Projections	\$16,000
Phase 3: TH 210/371 Trunk Water Main Changes - Water System Model Evaluation(s)	\$15,900
Phase 4: Ultimate Water System Planning Map	\$11,600
Total	\$64,800.00

The payment method, basis, frequency and other special conditions are set forth in attached 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: 
 Full Name: Scott Hedlund
 Title: Principal

By: _____
 Full Name: _____
 Title: _____

City of Baxter

By: _____
 Full Name: _____
 Title: _____

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of October 17, 2017 between City of Baxter, Minnesota ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.


The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.


Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services as specifically agreed to by signature of the Parties and set forth herein:

In Section IV, Paragraph C, Item No. 1 of the General Conditions of the Agreement for Professional Services, the Consultant's total liability limit shall be changed from \$500,000 to \$1,000,000.

Short Elliott Hendrickson Inc.

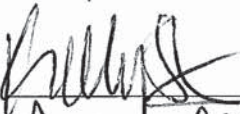
By: 
Scott Hedlund, PE
Title: Senior Project Manager

City of Baxter, Minnesota

By:  11/2/17
Title: Mayor

By: 
Scott Lange, PE
Title: Principal

City of Baxter, Minnesota

By: 
Title: ASST City Admin.

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Exhibit A-1
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-3
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

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Exhibit B
to Master Agreement
Between City of Baxter, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 17, 2017

**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 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, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised 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.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant 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 Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) 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 Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. 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 Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare 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 Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the Industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

One million
dollars
(\$1,000,000)
SL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Amy Bond PHONE (A/C, No, Ext): 952-242-3141 FAX (A/C, No): E-MAIL ADDRESS: Amy.Bond@wellsfargo.com												
INSURER(S) AFFORDING COVERAGE													
INSURED SEH Design Build, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Continental Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC # 35289</td> </tr> <tr> <td>INSURER B: National Fire Insurance Company of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Continental Insurance Company	NAIC # 35289	INSURER B: National Fire Insurance Company of Hartford	20478	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: National Fire Insurance Company of Hartford	20478												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES
CERTIFICATE NUMBER: 12434753

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6043204066	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6043204083	10/01/17	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011730036	10/01/17	10/01/18	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6043204116	10/01/17	10/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"City of Baxter, its officials, employees, and agents" as additional insureds under the general liability policy are Additional Insured with regards to General Liability when required by written contract.

Coverage is Primary and Non-Contributory with regards to General Liability when required by written contract.

City of Baxter is provided 30 days notice of cancellation in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Baxter P.O. Box 2626 13190 Memorywood Drive Baxter, MN 56425	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jeanne Braden</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc.		PHONE (A/C. No. Ext): (952) 893-1933	FAX (A/C. No.): (952) 893-1819
8201 Norman Center Drive		E-MAIL ADDRESS:	
Suite 220		INSURER(S) AFFORDING COVERAGE	
Bloomington MN 55437		INSURER A: XL Specialty Insurance Co.	NAIC # 37885
INSURED			
Short-Elliott-Hendrickson, Incorporated			
3535 Vadnais Center Drive			
St. Paul MN 55110			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2017 - 2018 1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9918063	10/1/2017	10/1/2018	Each Claim/	\$5,000,000
							Each Policy Year Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Service Agreement

If required by written, executed contract with Insured, as per the policy endorsement language, a 30 day notice of cancellation applies.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER	CANCELLATION
City of Baxter 13190 Memorywood Drive Baxter, MN 56425	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Theresa M. Anderson</i>

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This endorsement, effective 12:01 a.m., 10/01/2016 forms a part of

Policy No. DPR9907180

Issued to Short-Elliott-Hendrickson, Incorporated

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section X. OTHER CONDITIONS. B. CANCELLATION is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide THIRTY (30) days notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

- o The Company receives, at least 15 days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
- o The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the policy, cancellation at the INSURED's request, or to cancellation of the policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.