

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, the Supplemental Letter Agreement dated April 21, 2026, this Supplemental Letter Agreement dated August 25, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2027 Foley Road and Isle Drive/Forthun Road Intersection Improvements Project – Design Phase Amendment for Hydraulic Analysis and Drainage Report for BNSF Railway Review.

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 a Hydrologic and Hydraulic Evaluation (modeling) of the existing ditch system adjacent to the BNSF Railway corridor within the Foley Road and Isle Drive/Forthun Road Intersection Improvement area.

The purpose of the study is to determine:

1. Existing-condition 100-year high water level (HWL) within the ditch system.
2. Proposed-condition 100-year high water level (HWL) after construction of the roadway improvements.
3. Changes in water surface elevations attributable to the project.
4. Whether the proposed improvements satisfy BNSF hydraulic impact criteria.
5. Mitigation measures, if required, to reduce impacts and achieve compliance with BNSF requirements.

The analysis will be completed using HydroCAD for hydrologic and hydraulic analysis.

Deliverables

SEH deliverables shall include:

- Stormwater Report submittal to BNSF:
 - Design and modeling narrative with summary of results and recommendations
 - Hydrocad Report (existing)
 - Hydrocad Report (proposed)
 - Existing Drainage Area Figure
 - Proposed Drainage Area Figure
 - Storm sewer drainage area figure
 - Storm sewer design spreadsheet.
- Stormwater Report submittal to MNDOT:
 - See items listed above.
- Stormwater Report submittal to City of Baxter:
 - See items listed above.
- Proposed mitigation design (if necessary)
 - Draft up to one (1) plan sheet and up to one (1) detail to be created.

- Add results to proposed mitigation design in the report.

Assumptions

- SEH will perform up to one (1) iteration of design (modeling/design/plans, comments, addressing comments) based on one preferred layout option.
- SEH will address up to one (1) iteration of report comments/redlines from BNSF.
- SEH will address up to one (1) iteration of report comments/redlines from MNDOT.
- SEH will address up to one (1) iteration of report comments/redlines from the City.
- SEH will not need to review or provide comments regarding MNDOT or WSB plans.
- SEH will make up to one (1) submittal to BNSF for review.
- SEH will make up to one (1) submittal to MNDOT for review.
- SEH will make up to one (1) submittal the City for review.
- SEH will develop and analyze up to one (1) proposed mitigation alternative if necessary to meet BNSF requirements.
- All geotechnical data necessary to determine whether infiltration is appropriate will be provided by others at the start of the project, including but not limited to soil borings and infiltration testing.
- Geotechnical report shows that infiltration is appropriate for the site.
- The BASE PROJECT fee assumes stormwater quality treatment can be provided entirely within the ditch between Foley Rd and the BNSF tracks. If not, mitigation concepts shall be explored which shall be an Additional Service.
- The project is not subject to Baxter Section 6 requirements.
- The project is not subject to Baxter Winter Retention Standards.
- SEH shall not be required to create/draft a stormwater BMP O&M Plan/Agreement.
- The study limits shall not extend beyond the project limits.
- This scope does not include modeling of the existing Home Depot Pond system. If it becomes necessary to evaluate the use of this pond, previously completed modeling of the Home Depot Pond system will be provided to SEH by others.
- The same report will be submitted to BNSF, MNDOT, and the City. I.E., SEH will not personalize the report content to each recipient.
- This scope does not include any analysis, modeling, design, or other work related to possible future addition of a second set of tracks in the BNSF corridor.

Schedule: We anticipate completing the hydraulic analysis and drainage report within 90 days of notice to proceed and receipt of the City's preferred layout plans. The schedule could be altered by forces beyond SEH's control, such as MnDOT, BNSF, and City review turnaround times and approvals.

Payment:

The fee is hourly not to exceed \$18,000.00 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.

By: Scott D. Hedlund
Full Name: Scott Hedlund
Title: Principal

City of Baxter

By: _____
Full Name: _____
Title: _____

City of Baxter

By: _____
Full Name: _____
Title: _____

