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August 14, 2024

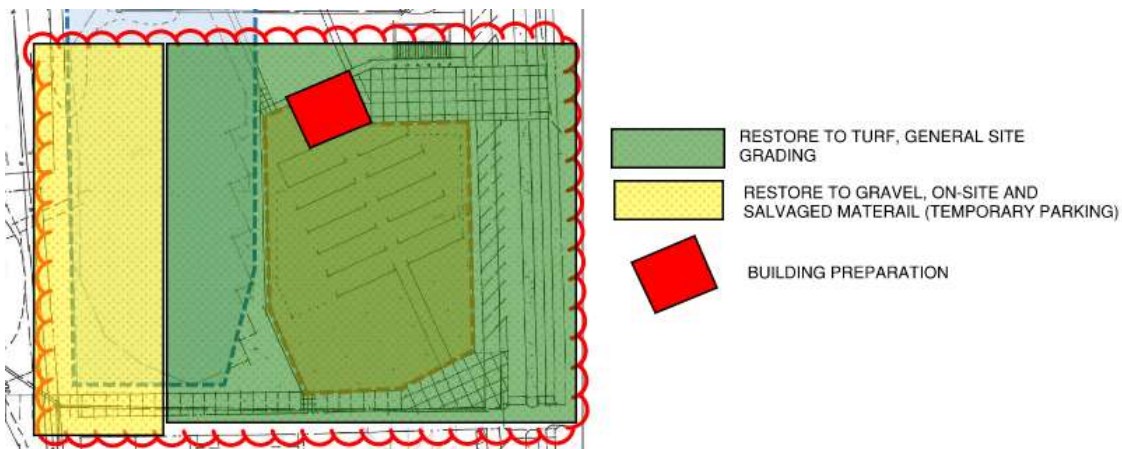
RE: Proposal for Professional Services  
City Center Grading – Phase 1

Ken Ondich  
Planning/Community Development Director  
City of New Prague  
118 Central Avenue N  
New Prague, MN 56071-1534

Dear Ken:

The recently completed Small Area Plan for the city owned property north of Main Street (TH19) and between 3<sup>rd</sup> Avenue NW and 2<sup>nd</sup> Avenue NW depicts multiple improvements to the existing gravel parking lot. These improvements will be phased based on the availability of funding and the needs of the site. The first phase of the improvement is expected to include general site grading to accommodate an outdoor performance stage and general site restoration to a turf condition on approximately the southern portion of the site. The scope of the Phase 1 improvements is expected to include:

1. Removal of unsuitable materials and replacement with topsoil and turf.
2. Parking along the west side of the site for use as a temporary parking lot.
3. General site preparation for the outdoor stage with removal of unsuitable materials.
4. General site grading for drainage.



### ANTICIPATED SCOPE OF SERVICES:

The scope of these improvements slightly differs than those shown in the Small Area Plan. It is proposed to convert much of the south half of the site to turf and use as general park area without distinction in use. Building preparation would include establishment of an approximate first floor elevation and establishment of grades for the future plaza leading west of the stage toward 2<sup>nd</sup> Avenue NW. Additional site preparation for tree plantings in the southeast corner may include additional soil removal and replacement. The west side of the site, which is primarily aggregate, would be better established as a gravel parking lot to accommodate the stage until parking is established in other areas. These would all be generally “low-

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

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cost" improvements that would accommodate the initial use of the site without affecting future construction of stormwater ponds, sidewalks, plaza improvements, or permanent parking. The removal of surplus aggregate material will better suit the site for park use and provide a cleaner aesthetic until future improvements are made.

Our primary scope of services includes:

1. Preparation of base drawings from previous survey and project data.
2. Minor topographic survey to collect elevation at key locations.
3. Establishment of approximate first floor elevation of performance stage.
4. Grading and site plan depicting proposed improvements.
5. Determination of quantities.
6. Preliminary elevation design of plaza area from stage to 2<sup>nd</sup> Avenue NW.
7. Erosion control plan and SWPPP
8. Construction drawings depicting above improvements.
9. Quote package including drawings, specifications, and contracts.
10. Solicitation of quotes from area contractors.

No construction related services are proposed. It is anticipated that the contractor will be required to complete grading with GIS data based on design information and that only control elevations will be required. Observation of construction may be city staff or SEH as requested.

### **PROPOSED FEES:**

We propose to provide the services outlined above for an hourly not-to-exceed fee of \$17,000. It should be noted that the engineering costs in relation to construction are estimated to be higher due to many of the fixed costs related to preparation of the contract and quoting documents.

### **SCHEDULE AND FUTURE STEPS:**

Our schedule anticipates a standalone project to be completed prior to winter 2024. Completion of the quote package would be complete in time for approval by council at the September 16<sup>th</sup> council meeting to allow award as soon as the October 7<sup>th</sup> council meeting. As a project primarily involving excavation of soils and placement of new materials, it is not expected to take more than a couple weeks for construction. It may extend into spring 2025 for permanent seeding to be applied.

Please contact me with any questions or comments concerning this proposal/agreement.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chris Knutson, PE  
Project Manager/City Engineer  
(Lic. MN)  
cdk

Attachments

1. Supplemental Letter Agreement

Supplemental Letter Agreement

In accordance with the [Master] Agreement for Professional Services between City of New Prague ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 8, 2009, this Supplemental Letter Agreement dated August 19, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: City Center Phase 1 Grading.

**Client's Authorized Representative:** Ken Ondich  
**Address:** 118 Central Ave N, New Prague, Minnesota 56071, United States  
**Telephone:** 952.758.4401 **email:** kondich@ci.new-prague.mn.us

**Project Manager:** Chris Knutson  
**Address:** 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001  
**Telephone:** 507.237.8383 **email:** cknutson@sehinc.com

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

See attached letter dated August 14, 2024.

**Schedule:** Work on the project would start immediately or as otherwise approved by the City of New Prague.

**Payment:**

The estimated fee is subject to a not-to-exceed amount of \$17,000 including expenses and equipment.

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

**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 New Prague**

By:   
Title: Chris Knutson  
Client Service Manager

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

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of New Prague (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated August 19, 2024**

**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 but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

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.

