

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Waite Park, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 18, 2017, this Supplemental Letter Agreement dated March 25, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2021 Street Improvements**.

Client's Authorized Representative: Shaunna Johnson, City Administrator
Address: 19 13th Avenue North, PO Box 339
Waite Park, MN 56387-0339
Telephone: 320.252.6822 email: Shaunna.Johnson@ci.waitepark.mn.us

Project Manager: Jon Halter
Address: 1200 25th Avenue South, PO Box 1717
St. Cloud, MN 56302-1717
Telephone: 320.229.4344 email: jhalter@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Task 1: Design

Consultant's scope of design services includes the following tasks for each of the four project sections. All four project sections will be combined into one plan set:

6th Avenue Alley Removal:

- Topo survey of the two ends of the alley to be abandoned.
- Site plan sheet showing the removal and turf restorations of the alley to be abandoned.
- Design for 6th Avenue restorations and new driveway apron.
- Design for new curb radius and drainage improvements on the east end of the abandoned alley.
- Details sheets.

1st Street South Full Depth Mill and Overlay:

- Plan sheets for the proposed mill and fill of 1st Street South.
- Concrete curb and commercial driveway apron spot repairs and limited replacements.
- Detail sheets.
- Traffic control plan.

Frontage Road (by Theatre) Mill and Overlay:

- This design was completed under a previous agreement but will be modified to show some additional concrete replacements per a walk thru site visit with public works.

3rd Avenue NE Drainage Ditch:

- Topo survey from the centerline of 3rd Ave NE to west right of way line; between 3-1/2 Street NE and the railroad tracks (exact limits to be determined by the design).
- Design flat drainage ditch to direct the water to the north where it is proposed to discharge into the existing railroad ditch.
- Driveway restorations with culverts.
- SWPPP including a turf restoration plan.
- Neighborhood meeting. This will be held at the early stages of design to solicit input from the neighborhood.
- Detail sheets.

Total Project Plan Set:

All 4 sections of the project as described above will be bundled into one plan set to be bid and constructed as one project.

- Estimate.
- Specs.
- Bidding services.
- Permitting.

Task 2: Construction Services

- Attend preconstruction conference with Client, Contractor, utility companies, and City staff.
- Resident Project Representative Services (assumes 350 hours).
- Construction staking (assumes four 4-hour trips).
- Review shop drawing submittals.
- Weekly site meetings (assumes 8).
- Final walk through and prepare punch list.
- Record drawings.

Not Included:

- Geotechnical services.
- permit fees.

Additional Services:

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates.

Payment:

Task 1: Design	\$24,800	Lump Sum including expenses and equipment.
Task 2: Construction Services	\$52,000	Hourly including expenses and equipment.
Total	\$76,800	

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1 and A-2.

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.

x:\uz\w\waite\159969\1-gen\10-setup-cont\03-proposal\2021.03.25 suppl letter agreement - 2021 street imp.docx

Short Elliott Hendrickson Inc.

City of Waite Park, Minnesota

By: _____
 Jon Halter
 Title: City Engineer

By: _____
 Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Waite Park, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 25, 2021

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.

x:\uz\wwaite\159969\1-gen\10-setup-cont\03-proposal\exhibit a1.docx

Exhibit A-2
to Supplemental Letter Agreement
Between City of Waite Park, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 25, 2021

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis 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. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

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, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

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 this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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 not included in the Lump Sum amount.

x:\uz\w\waite\159969\1-gen\10-setup-conf\03-proposal\exhibit a2.docx