

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Waite Park (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective December 18, 2018, this Supplemental Letter Agreement dated April 6, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: 10th Avenue Right of Way Acquisition.

Client’s Authorized Representative: Bill Schluenz
Address: 19 13th Avenue North, PO Box 339, Waite Park, Minnesota 56387, United States
Telephone: 320.252.6822 Ext 235 **Email:** Bill.Schluenz@ci.waitepark.mn.us

Project Manager: Dave Blommel
Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377
Telephone: 320.229.4349 **Email:** dblommel@sehinc.com

Scope: The Services to be provided by Consultant:

Right-of-way acquisition will be completed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and Minnesota statutes. Activities include appraisal, negotiation, and acquisition of necessary property interests prior to construction. Portions of the work included in the SEH include the following parcels and scope of work.

98.60671.0107 (Gas Station, Mechanic) – Fee Title Property, Temporary Easement
98.61389.0202 (Kia) – Permanent Easement, Temporary Easement
98.60673.0050 (Kwik Trip) - Temporary Easement
98.60559.000 & 98.60539.000 (Plaza Park Offices) – Fee Title, Permanent Easement, Temporary Easement
98.60671.0092, 98.60671.0091, 98.60671.0090 (Gateway Internation Plaza) Fee Title, Permanent Easement, Temporary Easement

- Early Notification with property owners (letter and introduction meeting).
- Establish existing right of way for the corridor between TH 23 and Railroad Tracks to determine ROW needs.
- Coordinate Appraisal Services with licensed appraiser – Appraisal directly contracted between City and Appraiser.
- Coordinate Independent Appraisal review - Appraisal review directly contracted between City and Appraiser.
- Recommend and Draft written offer of just compensation (with federally required attachments).
- Meet with property owners for negotiations.

Assumptions

- City will contract directly with Appraisers
- Above scope and fee estimate assumes all parcels will agree to right of way acquisition through negotiation. Should Eminent Domain be required, additional time will be needed.
- City staff will host and attend meetings with property owners.
- Preliminary and Final design will be under a subsequent agreement.

Schedule: Services for Right of Way acquisition will be ongoing until all right of way acquisition is completed in accordance with the rules dictated by the federal funding source.

Payment:


The fee is hourly estimated to be \$33,400 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 standard 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 Waite Park

By: 

By: _____

Full Name: David Blommel PE (MN)

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-1

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. ***[Attach Rates]***

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.

(Optional: Attach current equipment and reproduction charge out rate lists)