

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Blaine ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 26, 2004, this Supplemental Letter Agreement dated January 22, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 132nd and Hastings Street Area Rehabilitations, City Project No. 21-07.

Client's Authorized Representative: Michelle A. Wolfe
Address: 10801 Town Square Dr. NE
Blaine, MN 55449
Telephone: 763.785.6120 **email:** mwolfe@blainemn.gov

Project Manager: Greg Anderson, PE
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 651.490.2172 **email:** ganderson@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Per the attached work plan for the project management final design, preparation of plans and specification, and construction observation and staking for the 132nd and Hastings Street Area Rehabilitations, City Project No. 21-07.

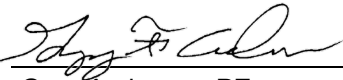
Payment:

The estimated fee is subject to a not-to-exceed amount of \$271,000 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached 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.

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Short Elliott Hendrickson Inc.

By: 
Greg Anderson, PE
Title: Project Manager

City of Blaine

By: _____
Michelle A. Wolfe
Title: City Manager

By: _____
Tim Sanders
Title: Mayor



Building a Better World
for All of Us®

January 22, 2021

RE: City of Blaine, Minnesota
2021 Street Reconstruction Projects
SEH No. BLAIN 153688 14.00

Mr. Stefan Higgins
Assistant City Engineer
City of Blaine
10801 Town Square Dr. NE
Blaine, MN 55449-8100

Dear Mr. Higgins:

SEH appreciates the opportunity to continue to provide professional services to the City of Blaine (City) for the reconstruction of the 132nd Avenue/Hastings Street Area Street rehabilitation, Project No. 21-07.

The City has requested a proposal and scope of work to perform preliminary and final design, preparation of plans & specifications, permitting, construction observation, and construction staking for the 2021 Street improvements for the 132nd Avenue/Hastings Street Area Street Rehabilitations (Project).

PROJECT UNDERSTANDING

The City of Blaine is continuing their Pavement Management Program with a combination of mill & overlay, full depth pavement replacement and full reconstruction of project streets identified for their 2021 project streets. The feasibility report will be presented to the City Council on February 1, 2021. It is anticipated that the Improvement Hearing will be scheduled for late winter and construction of these improvements will take place yet this upcoming construction season.

Project Area – 132nd Avenue/Hastings Street Area Street Rehabilitations contains the following streets:

- 132nd Lane from Davenport Street to Hastings Street
- 132nd Avenue from Aberdeen Street to Hastings Street
- 131st Lane from Baltimore Street to Davenport Street
- 130th Lane from Baltimore Street to the cul-de-sac
- 130th Avenue from Baltimore Street to Hastings Street
- Davenport Street from 131st Avenue to 133rd Avenue alignment
- Chisolm Street from 129th Avenue to 130th Avenue
- Eldorado Street from 130th Avenue to 132nd Avenue
- Goodhue Street from 130th Avenue to 131st Avenue
- Hasting Street from 130th Avenue to 132nd Lane
- All of the above streets are pavement replacement with spot curb replacement

The construction plans are to be developed following Minnesota Department of Transportation State Aid practices, current City Engineers Association of Minnesota standards and to the City of Blaine design standards.

SCOPE OF WORK

Task 1: Project Management

We have assumed we will prepare for and conduct up to three (3) design meetings with City Staff through the final design/plan preparation process for each plan set. Those meetings are anticipated to be:

- 60% plan review meeting
- 95% plan review and specifications/special provisions meeting
- Final redlines/review comments meeting prior to uploading for bidding.

An urban reconstruction project like this one requires a proactive public involvement program. We propose a series of open houses along with ongoing contact with residents and business owners during construction. This approach has worked well for us on the Jefferson Street project.

We would propose holding a public/resident open house after the bids are opened and the project awarded. We would include the contractor in this meeting to present their proposed schedule as well as discuss construction issues with the public (driveway access, temporary utilities, etc.). Also, at this meeting we would share contact information for project personnel such as our resident project representative (RPR), City and contractor personnel.

During construction we'd hold weekly construction meetings that could have public comment and schedule update as the first agenda items. We would also assist with the city outreach program that they typically use for residential reconstruction projects.

Task 2: Final Design

Subtask A - Roadway Design

The roadway improvements for this project will generally consist of pavement replacement and aggregate base improvements at the current width of the streets with spot concrete curb & gutter repair/replacement as needed.

It is anticipated that most of the existing concrete curb & gutter is in good condition and can remain in place. Areas of failed curb or spot drainage concern will require spot curb replacement as noted above.

Subtask B - Utility Plans

Sanitary sewer and water main improvements have been reviewed and identified by the City of Blaine Public Works staff and mostly include spot hydrant and gate valve replacement.

Subtask C - Drainage Design

Concurrent with the roadway design we will review the existing storm sewer drainage system for the urban roadway section including inlet spacing design and gravity storm sewer for against the City of Blaine design criteria and standards for the appropriate streets. Significant drainage improvements are not anticipated, rather replacement/addition of selective structures and connecting storm leads is anticipated. We will route the storm sewer system to existing outlets and complete a design and analysis of the proposed system to verify capacity of the existing, downstream systems.

After completion of the drainage design and hydrological and hydraulic analysis, submittal materials will be prepared including a stormwater pollution prevention plan (SWPPP), and preliminary construction plans. After review, we will proceed to revising and completing final construction plans and specifications to address any comments received from the City or review agencies to meet permit approval items.

Subtask D - Plans and Specifications

We will prepare the final construction plans that include plan and profile information for the roadway, utility and storm water improvements and are anticipated to include the following plan sheets:

- Title Sheet
- Standard Details, City standard plates to be provided by the City
- Statement of Estimated Quantities
- Typical Sections
- Alignment Plan
- Removals and Erosion Control
- Street and Storm Sewer Plan & Profile
- Sanitary Sewer and Water Main Plant Profile (as needed)
- Cross Sections (50-foot intervals and all driveways)
- SWPPP
- Signing and striping plan (as needed)

During the plan development SEH will provide the City with 60% plans that will include plan & profile information for the utility improvements as well as plan & profile and cross section information for the roadway for review. 60% comments received from the City will be incorporated into a 95% submittal of all plans and specifications to City staff for final review.

Subtask E - Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We assume reproduction of up to four (4) sets of plans and specifications for the City staff use.

We will prepare the advertisement for bids and submit the ad to bid required publications, create and issue addenda (if needed), answer bidders questions, attend the on-line bid opening with the City, review and tabulate the bid results, prepare a letter of award recommendation to the City and prepare and forward the notice of award and contract agreement to the Contractor.

Subtask F - Permitting

Required permitting will be prepared and submitted to the necessary agencies. We understand that the City will pay all necessary permit application fees. Those permits are anticipated to include:

- Minnesota Pollution Control Agency (MPCA) NPDES Construction Permit (to be secured by Contractor)
- USACE and Wetland Conservation Act – wetland permitting (as needed)
- Coon Creek Watershed District - Watershed District Permit

During final design and construction, SEH will coordinate with private utilities following the City's utility coordination program. We will conduct a meeting with private utility companies during the final design task and again prior to the pre-construction meeting to discuss the project and provide written verification.

Task 3: Construction Services

Subtask A - Inspection

SEH will provide a resident project representative (RPR) for daily on-site inspection. The RPR will be on a full-time basis during construction activities. Prior to construction commencing the RPR will conduct a pre-construction inventory of existing conditions along the project corridor. The RPR will also assist in shop drawing reviews and approvals. Additional RPR tasks include:

- On-site during all construction activities.
- Available 24/7 via phone for project questions, resident issues, and other matters regarding the project.
- Record daily weather, all construction activities, schedule construction staking, schedule material testing, meet and schedule meetings with City staff, property owners and contractor as necessary to assure compliance to contract documents.

- Conduct weekly construction progress meetings with contractor, City and public. Prepare minutes of the meetings and attachments as needed to record project happenings and progress.
- Provide weekly reports to the City and public as needed.
- Prepare and submit monthly pay requests based on project work items.
- Assist in the review along with the project manager of contractor change requests and forward recommendations to the City for approval.
- Complete all paperwork and correspondence to complete the project closeout including punch lists and final pay application.

Subtask B - Construction Staking

SEH will provide a survey crew to provide the construction staking for the project. Staking for this project is anticipated to include horizontal control, water main and storm sewer stakes along with curb & gutter stakes. Cut sheets will also be provided to the City by the SEH resident project representative (RPR). All survey coordination for construction staking will be between the contractor and the RPR. The construction staking task also includes surveying the final improvements in City Coordinates for use in preparing the record drawings.

Subtask C - Construction Administration

SEH will also provide a project manager during construction to assist the RPR during construction. The project manager will attend the pre-construction meeting as well as weekly construction meetings. The project manager will also assist the RPR in reviewing contractor pay applications, change order requests and provide dispute resolution as needed.

The project manager will also be in weekly contact with the City during the project and address any City construction concerns that may arise.

SCHEDULE

Based on discussions with you we have already started on final design in order to have plans ready for spring bidding. The following is a summary of the proposed schedule for the project:

- City Council received feasibility report February 1, 2021
Order Improvement Hearing
- Improvement Hearing March 1, 2021
- Approve plans and specifications & Order advertisement for bids April 5, 2021
- Open Bids May 6, 2021
- Award Contract May 17, 2021
- Construct Improvements June – October 2021
- Assess Project October 2021

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated fees for the scope of services:

Work Task	Estimated Fee
Task 1 – Project Management	\$18,000
Task 2 – Final Design & Plan Preparation	\$107,000
Task 3 – Construction Services	\$124,000
Expenses	\$22,000
Total Fee	\$271,000

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg Anderson PE
Client Service Manager
(Lic. MN)

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Exhibit A-1
to Supplemental Letter Agreement
Between City of Blaine, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 22, 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.

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Exhibit B
to Supplemental Letter Agreement
Between City of Blaine, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 22, 2021

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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