



## STAFF MEMO

<b>Prepared by:</b> Admin/Engineer	<b>Meeting Date:</b> 02/02/2026	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item	<b>Agenda Item #</b> 5b
<b>Reviewed by:</b>	<b>Item:</b> 2026 Street & Utility Improvements-Final Design Supplemental Letter Agreement		
<b>Council Priority:</b> <input type="checkbox"/> Dispensary <input type="checkbox"/> Industrial Park Expansion <input type="checkbox"/> Housing <input type="checkbox"/> Public Safety Facility/Safe Crossing of CSAH 75 <input checked="" type="checkbox"/> N/A			

### **ACTION REQUESTED**

Approve attached SLA for engineering services related to construction of the 2026 Street & Utility Improvements Project.

### **BOARD/COMMISSION/COMMITTEE RECOMMENDATION**

### **PREVIOUS COUNCIL ACTION**

Consideration of 2026 project scope of improvements at workshop meeting.

Acceptance of 2026 Street & Utility Improvements Feasibility Report

Public Improvement Hearing

### **REFERENCE AND BACKGROUND**

This action authorizes city staff to enter into an agreement with SEH to provide engineering design services for the 2026 Street & Utility Improvements project.

### **BUDGET IMPACT**

\$229,000

### **STAFF RECOMMENDED ACTION**

Approve accompanying SLA.

### **SUPPORTING DATA/ATTACHMENTS**

Supplemental Letter Agreement



Building a Better World  
for All of Us®

January 29, 2026

RE: St. Joseph, Minnesota  
2026 Street & Utility Improvements  
*Final Design Services*  
SEH No. STJOE 188782

Honorable Mayor and City Council  
c/o Mr. David Murphy, City Administrator  
City of St. Joseph  
75 Callaway Street East  
St. Joseph, MN 56374

Dear Mayor and Members of the Council:

This letter supplements the Agreement for Professional Services between City of St. Joseph, Minnesota, Owner, and Short Elliott Hendrickson Inc. (SEH®) dated July 1, 2006, and addresses providing Report Phase services in connection with studying street resurfacing improvements identified in the City's 2019 Pavement Maintenance Plan for 2026 in parts of the College Subdivision 2<sup>nd</sup> Addition (Callaway Street E), Rivers Bend Subdivision (Jade Road), Liberty Pointe Subdivision (Dale Street), Buettner Business Park Subdivision (Elm Street E, 15<sup>th</sup> Avenue NE), Borgert Industrial Park Plat 2 Subdivision (Elm Street E, 19<sup>th</sup> Avenue NE), Rennie Subdivision (19<sup>th</sup> Avenue NE), Northland Heights Subdivision (Iris Lane, 13<sup>th</sup> Avenue NE, 14<sup>th</sup> Avenue NE, Jasmine Lane E), studying parking lot improvements at Klinefelter Park, studying trail/sidewalk improvements and street resurfacing improvements in parts of the Cloverdale Estates 2<sup>nd</sup> Addition Subdivision (Baker Street), and studying street and utility improvements for 2026 in parts of the Foxmore Hollow subdivision (1<sup>st</sup> Avenue SW, Foxmore Way, and 2<sup>nd</sup> Avenue SW), Reichls Hillside Estates subdivision (Hill Street West, 3<sup>rd</sup> Avenue SW), Morningside Acres Second Addition subdivision (Iverson Street West, Morningside Loop), (hereinafter called "The Project").

Our services will consist of:

**Task 1: Topographic Field Survey:**

- Establish a survey control network (vertical and horizontal).
- Place a Gopher State One-Call utility locate request, and meet on-site as may be required, with the private utility locators.
- Survey location of field-identified private and public utilities within the project improvement areas.
- Survey above-ground utility features only (manhole castings and gate valve boxes) between the existing curb and gutter lines, or bituminous edge limits (elsewhere in the Project).
- Survey ground surface and above-ground features and field-identified buried private and public utilities in the Morningside Neighborhood for future use in creating a design-accurate ground surface model suitable for creating 2-foot contours.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

651.490.2000 | 800.325.2055 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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**Task 2: Final Design Services**

- Prepare construction drawings(plans) and specifications for the Project based on the approved Feasibility Report dated December 15, 2025.
- Furnish a final engineer's opinion of probable construction cost for the Project based on the completed drawings and specifications.
- Provide assistance with preparing and submitting regulatory agency permit applications.
  - Anticipated permits: MPCA NPDES Construction Storm Water, SRWD Construction Stormwater, and Stearns County Right of Way.
- Assist the Owner in preparing final special assessment roll and conducting the Chapter 429 special assessment public hearing. Assistance does not include providing legal counsel or appraisal services related to measuring special market value benefits associated with the Project.
- Prepare proposal form and notice to bidders.
- Assist the Owner in obtaining and evaluating bids and awarding a contract for construction of the Project.
- Prepare proposal form and notice to bidders.
- Answer pre-bid questions from bidders.
- Conduct a virtual bid opening through QuestCDN.
- Review and tabulate bids received by the Owner.

**Assumptions:**

- The following assumptions were made in preparing this proposal:
- Surfaces will be visible for survey with little to no snow cover (< 3 inches).
  - Client will clear snow to expose surface features for design survey, if necessary.
- Client will provide Consultant with any other studies, reports, plans, plats, easements, electronic CAD files, or other data that may be of assistance.
- Our proposal does not account for any time spent correcting ambiguities in the legal description to clear title on the surveyed property.

All as set forth in this letter and the Agreement for Professional Services between SEH and City of St. Joseph, Minnesota, dated July 1, 2006. We will also provide additional services as you may request.

**Additional Services:**

We will also furnish such Additional Services as you may request or as required. Additional Services that may be provided, but are not included in the proposed scope of work, include:

- Preparation of environmental documents (mitigation permits).
- Attendance at regulatory agency review meetings.
- Reproduction of deliverables in addition to the scope identified above.
- Right of way acquisition/platting services.
- Construction Phase Services.

**Schedule:**

We will start our services promptly after receipt of your authorization. We estimate our services will be completed after 4 months. If there are delays in the Project that are beyond our control, you agree to grant additional time to complete the services.

**Payment:**

You will pay us a fee for our services, currently estimated to be \$229,000, in accordance with Exhibit C-2, Lump Sum method.

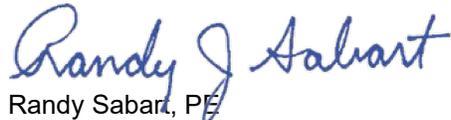
Payment for additional services shall be based on the time required to perform the services and the billable rates for the principals and employees engaged directly on the Project, plus charges for expenses and equipment, all in accordance with Exhibit C-1.

Your budgetary limitations for construction of the Project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed as provided in Section IV.A. of the Agreement and in Exhibit B.

This letter and the Agreement for Professional Services dated July 1, 2006, along with Exhibits A, B, C-1, and D represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Randy Sabar, PE  
Principal  
(Lic. MN)

mr**b**

[https://sehincazure.sharepoint.com/sites/contractmanagement/contract documents/contracts/12222 - stjoe\\_2/contract/stjoe\\_2026\\_street\\_\\_\\_utility\\_improvements\\_-\\_final\\_design\\_services.docx](https://sehincazure.sharepoint.com/sites/contractmanagement/contract%20documents/contracts/12222-stjoe_2/contract/stjoe_2026_street___utility_improvements_-_final_design_services.docx)

**ACCEPTED BY: CITY OF ST. JOSEPH, MINNESOTA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Client Signature