



STEELE COUNTY
PUBLIC WORKS POLICY COMMITTEE AGENDA
Public Works Facility – 3000 Hoffman Drive - Owatonna, MN 55060

*Steele County's Mission:
Driven to deliver quality services in a respectful and fiscally responsible way.*

Tuesday, April 8, 2025 at 8:00 a.m. – Public Works Conference Room

Agenda:

1. Amendment to the agreement with Short Elliott Hendrickson, Inc (SEH) to complete final design for the CSAH 48 Main Street (Oak Avenue to Grove Avenue) and authorize County Engineer to sign.

Information:

2. Follow up on Environmental Show from the Public Works meeting held on March 3rd.
March 3rd committee meeting notes: The Steele County's Environmental Trade show is coming up in May. Since this is a county event, there is a possibility of offering a lower facility rental fee if necessary. The committee offered ideas for the show. The committee will look at the profit/loss statement at the April 8th committee meeting and if necessary will bring to the Board on April 22nd.

Project Updates:

- CSAH 2/CSAH 43/CR 171/CR 180 Intersection Improvement
- CSAH 48/18th Street Rail Crossing
- East Side Corridor
- Landfill Demo Relocation

Department Head Reports

Disclaimer: This agenda has been prepared to provide information regarding and upcoming meeting of the Steele County Policy Committee. This document does not claim to be complete and is subject to change.



Steele County Agenda Item

Request for Board Action

Subject: CSAH 48 Main Street (Oak Avenue to Grove Avenue) Final Design

Department: Highway

Committee: Public Works

Committee Meeting Date: April 8, 2025

Work Session Date: NA

Board Meeting Date: April 22, 2025

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

NA

Recommendation:

Approve amendment to agreement with Short Elliott Hendrickson, Inc (SEH). to complete final design for the CSAH 48 Main Street (Oak Avenue to Grove Avenue) and authorize County Engineer to sign the amendment

Background (*Including Budget Impact*):

In 2021, the county retained SEH to complete a feasibility study to evaluate the traffic operations of Main St., determine appropriate lane configurations and intersection controls, to determine pavement preservation or replacement strategies, and to review pedestrian safety throughout the corridor. In 2023, SEH completed the study and recommended reconstruction of CSAH 48 Main Street from Oak Avenue to Grove Avenue and the Board accepted their findings. SEH has prepared a proposal to amend their professional services agreement to add the final design services for a not-to-exceed cost of \$720,000. While completing the feasibility study, SEH gained significant experience and understanding of the project that could be lost if other proposals are requested. Staff has reviewed the proposal scope and costs and believe them reasonable for the project needs.

The county budgeted \$500,000 in sales tax and city cost share funding to complete the final design of that project in 2025. The remaining \$220,000 is proposed to come from sales tax funding fund balance.

Attachments:

SEH Proposal

Agreement for Professional Services

This Agreement is effective as of April 21, 2025, between Steele County (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **CSAH 48 (Main Street) Reconstruction – Oak Avenue to Grove Avenue**

Client's Authorized Representative: Paul Sponholz

Address: 3000 Hoffman Drive NW, Owatonna, Minnesota 55060, United States

Telephone: 507.444.7671 **email:** paul.sponholz@Steelecountymn.gov

Project Manager: Jenna Obernolte

Address: 717 Third Avenue SE, Suite 101, Rochester, Minnesota 55904

Telephone: 507.316.6650 **email:** jobernolte@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement. See attached scope of work for services provided.

Schedule: A detailed schedule is provided in the attached letter proposal.

Fee: The fee is hourly estimated to be \$720,000 including expenses and equipment.

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

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None.

Short Elliott Hendrickson Inc.

By: 

Full Name: Jim Hall

Title: Principal

Steele County

By: _____

Full Name: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between Steele County (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 21, 2025

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.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Building a Better World
for All of Us®

April 2, 2025

Paul Sponholz, PE
County Engineer
Steele County
PO Box 890, 3000 Hoffman Dr NW
Owatonna, MN 55060-0890

Dear Mr Sponholz:

Thank you for the opportunity to continue to provide professional engineering services for the CSAH 48 (Main Street) Reconstruction Project from Oak Avenue to Grove Avenue.

BACKGROUND

In 2022 and 2023, Short Elliott Hendrickson, Inc. (SEH) worked with Steele County and the City of Owatonna to study the existing infrastructure and analyze traffic on CSAH 48 (Main Street) and prepare a feasibility study identifying improvements to the corridor. It was concluded in the study that the portion of Main Street from Oak Avenue to Elm Avenue needs a complete infrastructure reconstruction with utility replacements and adjusting the pavement width and lane and intersection configurations to enhance public safety in all modes of transportation. With the study, it was recommended to replace the aging intersection signal system at the intersection of Elm Avenue and at Oak Avenue with another signal system. It was also recommended to replace the signal system at Grove Avenue with a roundabout, however, with the relocation of the Owatonna High School, some traffic rerouting has occurred, and it has been requested that this intersection is re-evaluated again looking at a signal system prior to including its redesign in final construction documents. SEH is pleased to be given the opportunity to continue working with the County and City on this important community project.

PROJECT UNDERSTANDING

We understand that this is Phase I of the CSAH 48 (Main Street) improvements, which will involve a complete reconstruction of the corridor from Oak Avenue to east of Grove Avenue. Phase II will be a concrete rehabilitation project from the end terminus of Phase I through the Chambers Avenue intersection. Phase II will happen at a later date depending on the availability of funds and other road improvement needs in the County.

The County and the City of Owatonna have asked SEH to design the street and utility plans for the reconstruction phase (Phase I) of the project, which will include new designs for the sanitary sewer, water main, storm sewer, and lighting utilities in the corridor, as well as implement a road diet to improve safe way of passage in the right-of-way for multiple modes of transportation. This work will also include traffic signal removal/replacement at the three signalized intersections along the corridor. The ultimate geometric configuration of Grove Avenue will be fully vetted with this project, however for the basis of this proposal it is assumed to remain under traffic signal control. We understand that Highway Safety Improvement Funding (HSIP) has been received to make traffic signal and ADA improvements at the Elm Street intersection.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 717 Third Avenue SE, Suite 101, Rochester, MN 55904-7373

507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

PROJECT WORKPLAN

Task 1: Project Management

SEH project manager Jenna Obernolte will work with the SEH team to complete all aspects of this project to the County's satisfaction. Jenna will be responsible for tracking the budget and progress of the project as well as providing quality checks throughout the project duration.

Jenna will coordinate with the SEH team, the County, the City of Owatonna, and Owatonna Public Utilities (OPU) to ensure all critical decisions are well vetted and accurately communicated to the project stakeholders. Jenna will also track project status as it relates to the project schedule and deliverables. Effective project management for this project will require timely communication with the County and other stakeholders. At the commencement of this Contract, SEH will work with the County and City to develop the Project Management Team (PMT). These individuals will be responsible for guiding the project through final design and will help make design decisions as more information becomes available.

SEH has included weekly virtual half-hour conference calls with the County's PM for the duration of the project, assumed to be 11 months or 48 total meetings. In addition, large group PMT meetings are also proposed every month before construction documents have been completed. Twelve large group PMT meetings have been budgeted for this project.

Task 1 Deliverables: Meeting Minutes, monthly invoices, progress reports, QA/QC

Task 1 Key Staff: Jenna Obernolte, Project Manager; specialty staff as needed

Task 2: Public Involvement

Our public involvement for this project will be centered around being educational and informative with a focus on collaborating with adjacent property and business owners and partner agencies. We will also provide equivalent engagement opportunities both in-person and virtually to best align with stakeholders' preferences and schedules. Our recommended engagement plan includes the following tools and activities:

- Develop and periodically update a Public Involvement Plan (PIP) with insight from the PMT
- Host a minimum of (2) Public Open Houses – one during the finalization of the layout with the preferred geometrics and roadway improvements identified and one prior to the start of construction to provide information regarding construction detours, construction staging, business access and timelines for construction related activities
- Develop (2) Project Mailings – County to provide mailing list, SEH to print and send out
- Develop (2) Social Media Campaigns and Email Updates aligning with open house timelines
- Create and host a project website – including materials, interactive feedback opportunities and ADA accessible content

Task 2 Deliverables: PIP, project website, social media post, assist with creation of news releases, public open houses (2)

Task 2 Key Staff: Kristin Petersen, Lead Public Engagement Specialist

Task 3: Surveys and Mapping

As part of the completed feasibility study for this corridor, all topographic surveying has been completed. It is anticipated that additional supplementary surveying will be needed in order to set right of way for the project corridor. The marking of existing right of way will aid in the identification of temporary and permanent easements needed to complete all sidewalk and curb ramp work to bring the existing facilities up to ADA standards.

Task 3 Deliverables: Supplementary Topographic Surveying

Task 3 Staff: Mark Haselius PLS, Land Surveyor

Task 4: Public and Private Utility Identification and Coordination

SEH understands the importance of coordinating early and often with affected utilities to decrease the potential for delays during construction. SEH's Dan Horsch will work with the County, City of Owatonna, Owatonna Public Utilities and all private utilities to identify any potential utility adjustments and improvements that need to be made throughout the project limits. Coordination with OPU and the City of Owatonna will help inform final roadway design elements as well as ultimate construction staging, and possible temporary easement needs.

As part of this task, SEH will host three (3) utility coordination meetings. It is assumed that one meeting will occur in each phase of the project, data collection, finalization of roadway layout, and final design.

The cross sections and final roadway design plans will show all in-place utilities and proposed locations of utilities along the corridor. A utility tabulation for each utility will also be provided as part of the final design documents.

Task 4 Deliverables: Utility coordination meetings, meeting minutes

Task 4 Staff: Dan Horsch, Utility Coordination Lead

Task 5: Preliminary Hydraulics

This task will build on the work started with the feasibility study. SEH understands that the existing stormwater infrastructure is undersized throughout the project area. As part of the preliminary hydraulic analysis, we will provide a preliminary trunkline profile and sizes for the storm sewer based on State Aid standards and preliminary calculations and locations for permanent stormwater BMPs. SEH will work closely with the City of Owatonna, who currently has an ongoing study being completed evaluating the City's current stormwater systems and needs. Coordination will occur to have preliminary pipe sizing added to the City's storm sewer model and to determine whether opportunities exist for regional treatment or to develop cross sections and details for BMPs within the right of way.

Task 5 Deliverables: Draft and Final Stormwater Management Report

Task 5 Staff: Jessica Anderson, Lead Water Resources Engineer

Task 6: Environmental

Jennifer Force, PG will lead the environmental investigation of the project corridor to gain an understanding of contamination that might require mitigation during construction. In order to evaluate if contaminated soil and/or groundwater is present within the Project Corridor that would require special management or disposal during reconstruction activities, SEH will conduct a Modified Phase I Environmental Site Assessment (ESA) that will build off the results of the Environmental Desktop Review conducted as part of the Feasibility Study. As part of the Modified Phase I ESA, SEH will review and summarize available data from a range of sources including, but not limited to, regulatory databases, the Minnesota Well Index, historical topographic and fire insurance maps, historical aerial photographs, and regulatory files. We will also complete interviews and a site reconnaissance. We will prepare a Modified Phase I ESA report that summarizes and evaluates the data reviewed, ranks sites using Minnesota Department of Transportation (MnDOT) criteria and documents our findings and conclusions. The Modified Phase I ESA will be used to finalize the scope of work for the Phase II ESA and obtain

Minnesota Pollution Control Agency (MPCA) approval of a Response Action Plan/Construction Contingency Plan (RAP/CCP) and liability assurances for planned property acquisitions, as needed.

To evaluate if impacted soil and/or groundwater is present within the Project Corridor, a Phase II ESA will be conducted to collect samples for field screening and chemical analyses. Sampling locations and analytical parameters will be determined based on the results of the Modified Phase I ESA and design documents; however, for the purposes of this proposal, it is assumed up to 10, 15-foot, push probe soil borings will be advanced. One to two soil samples will be collected from each soil boring for chemical analyses for volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260, polynuclear aromatic hydrocarbons (PAHs) using EPA Method 8270, the 8 Resource Conservation and Recovery Act (RCRA) metals using EPA Methods 6010 and 7471, and gasoline/diesel range organics (GRO/DRO) using the Wisconsin Department of Natural Resources Method. One groundwater sample will also be collected from each soil boring for chemical analyses for VOCs, DRO and GRO. Following receipt of the analytical results, SEH will prepare a Phase II ESA Report documenting the results of the investigation. The report will include figures, tables, boring logs, laboratory reports, conclusions, and recommendations.

Information from the Phase II ESA along with the project design will be incorporated into a RAP for the project. The RAP will outline procedures for the management and handling of contaminated materials and other environmental issues that might arise during the project. Specifically, the RAP will describe how contamination will be handled, what sampling/monitoring activities will be completed during construction to characterize the Site conditions, proposed cleanup levels, and engineering controls. The RAP will also include a CCP that will outline procedures for appropriately managing and characterizing unidentified contamination that might be encountered. SEH will also incorporate information regarding the occurrence of contamination and proposed response actions into the project specifications. If desired by the County, the RAP/CCP will be submitted to the MPCA for review and approval by enrolling the project into the MPCA's Voluntary Brownfields Programs. We will also prepare Proposed Actions Letters requesting No Association Determinations on the County's behalf in the event contaminated soil or groundwater is identified on properties that will be acquired for the project. It's important to note the MPCA's Brownfields programs are fee for service programs, and they will invoice you separately for their review time.

Sam Turrentine will lead the SEH team in obtaining all information necessary to successfully complete the environmental review and documentation including the CATEX (Project Memorandum) for this project. The development of the environmental document will be processed in accordance with the May 1, 2020 FHWA/MnDOT Programmatic Categorical Exclusion Agreement. SEH will be responsible for using the Environmental Document Decision Tree to determine the appropriate level of CATEX document. The team will gather data from appropriate resource agencies and online sources to be used in the project analysis, evaluation and environmental documentation process. It is our understanding the 1st submittal of the Environmental document will be completed by December 1, 2025 with an approved environmental document by April 1, 2026.

Task 6 Deliverables: Phase I and II ESA, Project Memorandum

Task 6 Staff: Jennifer Force, Environmental Scientist; Sam Turrentine, Lead Transportation Planner

Task 7: Traffic Analysis

Led by Chad Jorgenson, an evaluation of the CSAH 48 (Main Street) and Grove Avenue intersection will be completed. This analysis will help solidify recommendations for intersection control both in the near term and long term. A 13-hour traffic video was collected at this intersection in the Spring of 2024 with

school still in session and will serve as the basis of analysis and control evaluation. The intersection video that was collected will be processed through Count Cloud and will include separating out autos, heavy vehicles, pedestrians, and bicyclists.

A traffic operations analysis will be completed for both the AM and PM peak hours. All roundabout control operations will be conducted in RODEL to ensure that the design and operational analysis work together.

A detailed summary memorandum will be developed providing a summary of the analysis, assumptions, results, and recommendations for County and City review. Data from this analysis and the previously completed corridor study will be used to create a Roundabout Justification Report (RJR) if roundabout control is the chosen alternative.

In addition to this review, Signal Justification Reports will also be prepared for County, City and MnDOT State Aid review for the following signals:

- Oak Avenue
- Elm Avenue
- Grove Avenue

A Signal Removal Letter will also be prepared for the removal of the signal system at West Park Square.

In addition, the City's Crosswalk Policy will be reviewed to determine the potential need for an enhanced crossing system at the intersection of W Park Square.

Task 7 Deliverables: 13-Hour Traffic Count at Grove Avenue, Grove Avenue Traffic Analysis Memorandum, Signal Justification Report for Oak Avenue, Grove Avenue and Elm Avenue, Signal Removal Letter for West Park Square

Task 7 Staff: Chad Jorgenson, Lead Traffic Engineer; John Gray, Traffic Signal Design Lead

Task 8: Preliminary Design and Cost Estimates

Led by Jenna Obernolte, this task will build upon the completed feasibility study. At this task's end, a final preliminary layout will be developed to serve as the base for final design documents.

SEH will provide a draft and final preliminary layout of the CSAH 48 (Main Street) corridor identifying all stormwater improvements, utility impacts, temporary and permanent easement needs, and construction limits. The layout will include draft profiles along CSAH 48 (Main Street) to help ensure design standards can be met. In addition, typical sections will be provided. Using the results from the Traffic Analysis in Task 7, the appropriate intersection control will be depicted on the final layout.

As part of this task, SEH will review the potential impacts of including an off-street, raised, cycle track along the project area and will evaluate the tradeoffs and impacts to the existing corridor, including parking, lanes widths, and intersection traffic control. Three separate alternatives will also be considered for the layout of Court Avenue SE and the connectivity of it to E Main Street. SEH will coordinate discussions with the primary stakeholders to evaluate the impacts of all alternatives and help the PMT decide the best option for the stakeholders, corridor and public.

Once a final layout is approved a preliminary cost estimate will be generated identifying cost splits between Steele County, the City of Owatonna and will identify items eligible for federal funding through the current HSIP grant award. SEH will continue to work with Steele County and the City of Owatonna to

pursue additional funding opportunity options that fit the project and would fit the design criteria already in place by the funding provided.

Task 8 Deliverables: Draft and Final Preliminary Design Layout depicting typical sections, horizontal and vertical alignment, and preliminary construction limits and proposed right of way, Preliminary Cost Estimate

Task 8 Staff: Jenna Obernolte; Chad Jorgenson; Scott Hotchkin, Lead Preliminary Design Engineer; Nate McLaughlin, Lead Designer

Task 9: Right of Way

Our team will lead the identification and acquisition of the right of way/easements needed for the project improvements. This task includes ordering title work, parcel sketches, legal descriptions, field title investigations, coordination with property owners, making offers, and negotiations in accordance with the federal aid process. We have teamed with a Certified General Appraiser to determine just compensation for the impacted parcels. Our team has also teamed with an attorney to complete conveyance documentation for any permanent easements needed. For any easements that are not settled, we will work with the City to determine the next steps, including potential eminent domain proceedings.

Task 9 Deliverables: Title search, field title investigation, parcel sketches, electronic file submission, appraisals, direct purchase activities, and negotiations.

Task 9 Staff: Tina McLaughlin, Lead ROW Specialist; Mark Haselius, Land Surveyor; Jeff Warfield, Appraiser; Beau Van Beek, Attorney

Task 10: Final Design

Following completion and acceptance of a preliminary geometric layout, final construction plans, special provisions and cost estimates will be generated. As part of the final design process, the SEH team will incorporate all public utility information and the drainage and recommendations from the drainage and hydraulic report to help develop final roadway design plans. Construction documents will follow MnDOT, MnDOT State Aid, AASHTO, Steele County, City of Owatonna and PROWAG standards.

SEH understands the need to get the roadway design to a point that right of way needs are identifiable as quickly as possible for the County to complete the right of way acquisition process prior to construction in 2028.

We propose to submit construction plans for review at the 60%, 95% and final (100%) benchmarks. Plans will be 11"x 17" half size sheets and can be provided in both hardcopy and PDF format. Estimates of construction costs (with appropriate cost splits) will be developed for all plan submittals. Plans and project documents will be prepared following submitted following the Delegated Contract Process (DCP), with plan review checklists and forms as part of SEH's internal QA/QC process. Comments received through these submittals will be reviewed and incorporated as appropriate into the final plans and special provisions.

SEH will prepare a draft project manual following Steele County and the City of Owatonna's procedures and content. The draft will be updated/finalized prior to advertising for bids by the County.

Task 10 Deliverables: 60/95/100% Roadway Design Plans, Cost Estimates, Project Manual, DCP Checklist, QA/QC Documentation

Task 10 Staff: Jenna Obernolte; Chad Jorgenson; Nate McLaughlin; specialty staff as needed.

Task 11: City Streetscaping

The streetscape plan for this project must be consistent with guidance from the 2019 Downtown Streetscape Study. A cohesive design will complement other areas of Downtown as they have been reconstructed, such as North Cedar Avenue. Improving user experience is a priority in this area. It includes safety, connectivity and circulation for people walking, rolling, biking and driving.

Streetscape elements that create or enhance pedestrian, bicycle and parking facilities and delineate space for each mode of travel provide safe passage and improve comfort for all users. Space for street furniture and pedestrian lighting must also be incorporated, along with green infrastructure options that improve water quality while enhancing aesthetics and livability.

Landscape Architect Karl Weissenborn will work with Steele County and the City of Owatonna to identify the appropriate treatments to enhance safety and the user experience along the corridor.

Task 11 Deliverables: Identification and design of streetscaping elements along the corridor to be included in final roadway design plans and specifications.

Task 11 Staff: Karl Weissenborn, Lead Landscape Architect

PROJECT TEAM

The SEH team identified in this selection has been purposefully assembled to respond to each area of need your project will require, while seamlessly coordinating with the City of Owatonna, OPU, MnDOT State Aid and other project stakeholders. Our team members have performed in the capacity on numerous projects, including many with similar challenges and opportunities to your project. We have provided information about our team members and their experience below.

Jenna Obernolte, PE (PM)

Jenna will serve as the overall project manager, responsible for oversight of the team, budget, and schedule. Jenna is an experienced municipal engineer who has designed multiple projects for numerous cities in southeastern Minnesota. She has also completed multiple State Aid and Federal Aid projects within MnDOT District 6 in cooperation with the State Aid and Central Office Review teams, having work for and with D6 State Aid cities since 2006. Jenna's extensive career taking projects from original concept to final construction brings an invaluable viewpoint for the constructability of projects.

Chad Jorgenson, PE (Assistant Project Manager, Traffic Lead)

Chad will serve as the Traffic Engineering lead providing analysis and support through the preliminary design process as well as lead the development of temporary traffic control plans and signing and pavement marking plans. Chad is a traffic engineer with over ten years of experience leading traffic impact studies, Intersection Control Evaluation Reports, Preliminary and Final Roadway design projects and has served as the traffic lead on numerous projects across the state of Minnesota.

Dan Horsch, PE (Utilities)

Dan will serve as the utility coordination lead for the project. Dan has over ten years of experience on roadway improvement projects that include road reconstruction with full replacement of storm sewer, sanitary sewer, and water main design with incorporation of existing utilities.

Scott Hotchkin, PE (Preliminary Roadway Design Lead)

Scott will lead the finalization of the preliminary layout and will assist in the evaluation of impacts associated with a potential cycle track through the project area. Scott has over twenty years of experience designing complex intersections, interchanges, and developing preliminary geometric layouts.

Nate McLaughlin (Final Design Lead)

Nate will serve as the lead final roadway designer for the project. Nate has over twenty years of experience on roadway improvement projects that include complex urban design projects, structural bridge designs and strong design background in concrete pavements and pedestrian facilities.

John Gray, PE (Traffic Signal Design)

John Gray will lead the design of traffic signal plans and specifications. John has over 30 years of experience and has designed over 1,500 traffic signals across Minnesota.

Mark Haselius, PLS (Survey Lead)

Mark will serve as our team lead for surveying services for the project. Mark is a lead project surveyor and survey crew coordinator and offers more than 20 years of experience. Mark has worked on multiple types of survey projects including all aspects of topographic surveys and boundary surveys.

Sam Turrentine, AICP (Project Planner)

Sam will be responsible for leading the Project Memorandum. Sam offers 18 years of experience overseeing the environmental documentation process on numerous transportation projects while ensuring all applicable federal and state requirements are met.

Jessica Anderson, PE (Stormwater)

Jessica will lead the stormwater design and be responsible for creating the hydraulic memorandum for City, County and State Review. Jessica has experience in hydrologic and hydraulic modeling, water quality modeling, rural and urban drainage design, and green infrastructure permitting and design. Her projects range from feasibility and conceptual design to final design and construction administration.

Tina McLaughlin (ROW)

Tina will lead the easement and right of way tasks for the project. Tina has experience on a variety of projects that includes completing property tax search, field title reports, presenting purchase offers, completing negotiations, document preparation, and project status updates.

Kristin Peterson (Engagement)

Kristin will lead the development of the public outreach plan as well as all engagement activities. Kristin is a senior planner and lead public involvement specialist with experience in community and transportation planning. Her work focuses on identifying and managing community concerns and conflicts, and documenting, writing and providing graphic design for project planning reports. Her wide-ranging experience includes facilitating virtual and in-person public meetings, creating design workshop tools, preparing project websites and online community preference surveys, holding design charrettes, and conducting workshops for clients and project stakeholders. Kristin has been the public involvement lead on more than 130 projects at SEH including the public involvement for the feasibility study of this corridor.

Karl Weissenborn, PLA (Planning and Landscape Architecture)

Karl will be responsible for initial design concept ideation, planning, and ultimately incorporating the proposed streetscape and landscape architecture components into the final design. Karl is a senior landscape architect, manager of professional staff and project manager with 34 years of experience in both public and private practice, leading interdisciplinary professionals to successfully deliver complex projects. He is proficient at developing difficult and fiscally constrained projects, from preliminary planning stages through detailed final design. Karl's professional experience includes 17 years on-staff at MnDOT as a landscape architect, working as a project manager and designer of streetscape project throughout Minnesota.

Jennifer Force, PG (Senior Environmental Scientist)

Jennifer Force, PG will lead the environmental investigation of the project corridor to gain an understanding of contamination that might require mitigation during construction. She will also be responsible for environmental permitting. Jennifer is a senior scientist with a diverse background in site assessment and brings vast consulting experience managing contaminated materials during transportation, public works, and redevelopment projects. Her experience leads to efficient and proper management of contamination issues during construction.

PROJECT SCHEDULE

The following is a short summary of the project schedule to highlight process of the project.

County Board Approval of Contracts	April 21, 2025
Notice to Proceed	April 22, 2025
Project Design Kickoff Meeting	April 23, 2025
Data Collection (Phase 2)	May/June 2025
Utility Meeting	May 2025
Preliminary Design Review	May 2025
Public Outreach	June 2025
30% Plan Review	June 2025
Approve Preliminary Layout (County & City)	June 2025
Start ROW Acquisition	July 2025
Utility Meeting	October 2025
60% Plan Review	November 2025
Hydraulic Memorandum Submittal	November 2025
Project Memorandum Review	November 2025
Project Memorandum Final Submittal	DECEMBER 1, 2025
Public Outreach	January 2026
Utility Meeting	January 2026
Finalize ROW Acquisition	February 2026
95% Plan Review	February 2026
Approve Plans (County & City)	March 2026
State Aid Review	March 2026
MnDOT CO Review for Federal Funding	APRIL 1, 2026
Project Manual	April/May 2026

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jenna Obernolte, PE
Associate | Senior Professional Engineer
(Lic. MN)

JRO
Enclosure
c: Chad Jorgenson, PE, Melanie Niday

