Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated January 17, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2022 TH 23 Utility Improvements – RRFB Design and Construction Services.

Chent 5 Auti	orized Representative:	Sarah Brunn, City A	Administrator	
Address:	PO Box 709, Foley, Minnesota	56329, United States	S	
Telephone:	320.968.7260	email: sbrur	nn@ci.foley.mn.us	
Project Mane	Agori lared Criffith			
-	ger: Jarod Griffith			
Project Mana Address:	nger: Jarod Griffith 2351 Connecticut Avenue, Suit	e 300, Sartell, Minnes	sota, 56377	

Scope: The Services to be provided by Consultant:

Our services will consist of Design and Construction Services for the proposed pedestrian crossing improvements along Trunk Highway 23 for inclusion in MnDOT's proposed Trunk Highway 23 Project. The scope of the improvements includes constructing two Rectangular Rapid-Flashing Beacons (RRFB) Systems; one at Broadway Avenue and one at 8th Avenue.

Task 6: RRFB Design Services

- Prepare plan sheets to be inserted in MnDOT's plan set.
- Prepare special provisions for MnDOT to include in the project specifications.
- · Prepare opinion of probable cost.
- Plan review meeting with Foley Public Works.
- MnDOT coordination.
- Present plans and specifications to City Council.
- Prepare MnDOT Trunk Highway Utility permit application.

Task 7: RRFB Construction Services

- Review shop drawing submittals.
- Construction Staking:
 - o Estimated one (1) site visit.
- Part time Resident Project Representation (RPR) services:
 - o Estimated up to 4 hours.
- Construction administration and coordination.
- Attend weekly progress meetings.
- · Review shop drawing submittals.
- Up to two (2) site visits by Traffic Engineer.
- Prepare RRFB record drawings.

Assumptions:

- SEH will rely on MnDOT provided design cad files of proposed geometrics, alignment/profiles, and surface for our use in preparing the RRFB plan sheets.
- The RRFB work will be a change order to MnDOT's Trunk Highway 23 Project and MnDOT will prepare and execute said change order.
- City will pay any necessary permit application fees directly (not included in SEH fee).

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Payment:

The lump sum fee for design services (Task 6) is \$7,300 including expenses and equipment. The fee is hourly for construction services (Task 7) is estimated to be \$8,700 including expenses and equipment.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1 and A-2. Additional work, if required or requested, 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 Foley		
	Scott D. Hellund	Ву:		
Full Name: Title:	Scott Hedlund Principal	Full Name: Title:		

Exhibit A-1 to Supplemental Letter Agreement Between City of Foley (Client) and

Short Elliott Hendrickson Inc. (Consultant)
Dated January 17, 2023

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.
- 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.
- 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)

Exhibit A-2 to Supplemental Letter Agreement Between City of Foley (Client) and Short Elliott Hendrickson Inc. (Consultant) Dated January 17, 2023

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

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

- 1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 2. Other special expenses required in connection with the Project.
- 3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Short Elliott Hendrickson Inc.

Letter Agreement - 5

City of Foley (Rev. 11.08.18aa)

Exhibit B to Supplemental Letter Agreement Between City of Foley (Client)

and

Short Elliott Hendrickson Inc. (Consultant)
Dated January 17, 2023

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

- 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.
- 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 addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction 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 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, obtaining backup material from contractor and recommend to Consultant change orders, 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.

Sarah Brunn

From:

Sarah Brunn

Sent:

Wednesday, January 11, 2023 10:10 AM

То:

Jarod Griffith; Pappenfus, Mark

Subject:

FW: Foley TH 23 RRFB's

Attachments:

Kimball Ped Flasher Plan (2).pdf; RRFB Design - Broadway.pdf

Jarod,

We found an RRFB design in the file from Jon Halter a few years ago - attached. MnDOT reviewed it and said we need a little bit more info for the design of these signs on Hwy 23.

MnDOT sent me over an example (Kimball) but said if we are using solar he indicated it should be much simpler – see email below.

It sounds like the City is going to have to pay out of pocket for this additional design work – so it needs to be only what we need. I do not want any extras – we need to keep this as cost-effective as possible – the council is already upset about the project delays and additional costs.

Would you send me a quote for this work as soon as you can? I'd like to get that in front of the council for approval as soon as I can so we can get these signs finalized and ordered.

Thanks.

Sarah A. Brunn City Administrator sbrunn@ci.foley.mn.us



City of Foley 251 4th Avenue North P.O. Box 709 Foley, MN 56329 www.ci.foley.mn.us 320-968-7260 Office 320-968-6325 Fax

From: Hansen, Kenneth (DOT) < kenneth.hansen@state.mn.us>

Sent: Wednesday, January 11, 2023 9:10 AM

To: Fellbaum, Russell (DOT) < russell.fellbaum@state.mn.us>

Cc: Peterson, Keith (DOT) <keith.peterson@state.mn.us>; Mark Pappenfus <mpappenfus@ci.foley.mn.us>; Sarah Brunn

<sbrunn@ci.foley.mn.us>; Abfalter, Robert (DOT) <robert.abfalter@state.mn.us>

Subject: RE: Foley TH 23 RRFB's

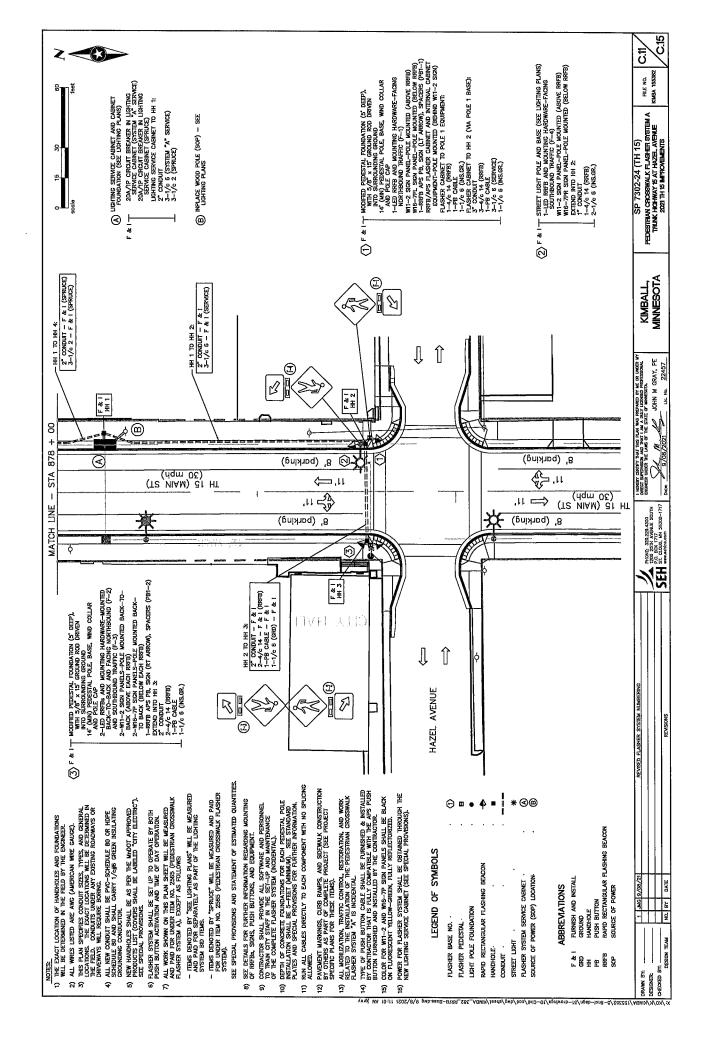
Hi Russ,

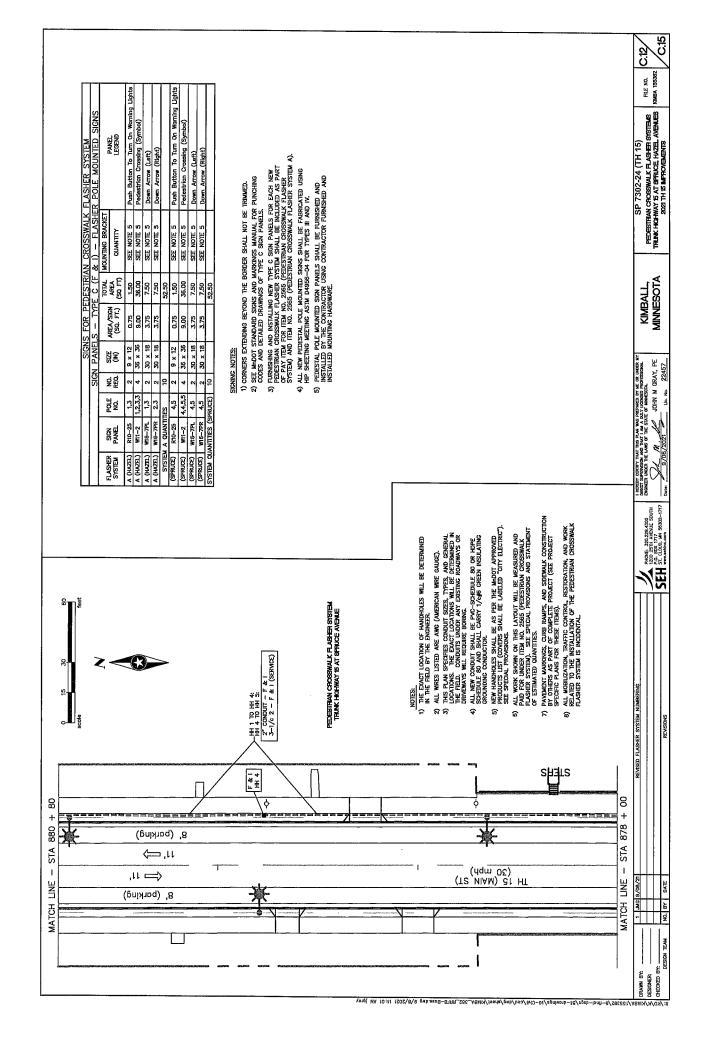
Attached is the RRFB plan from our recent Kimball project. This system is hard wired which is why its so complicated (wiring, handholes, bored conduit, wiring diagram). Foley would not need as complex plan if they planned to use a solar system. They'd need a detail (similar to the last page — needs to be break away) and a sign plan for location.

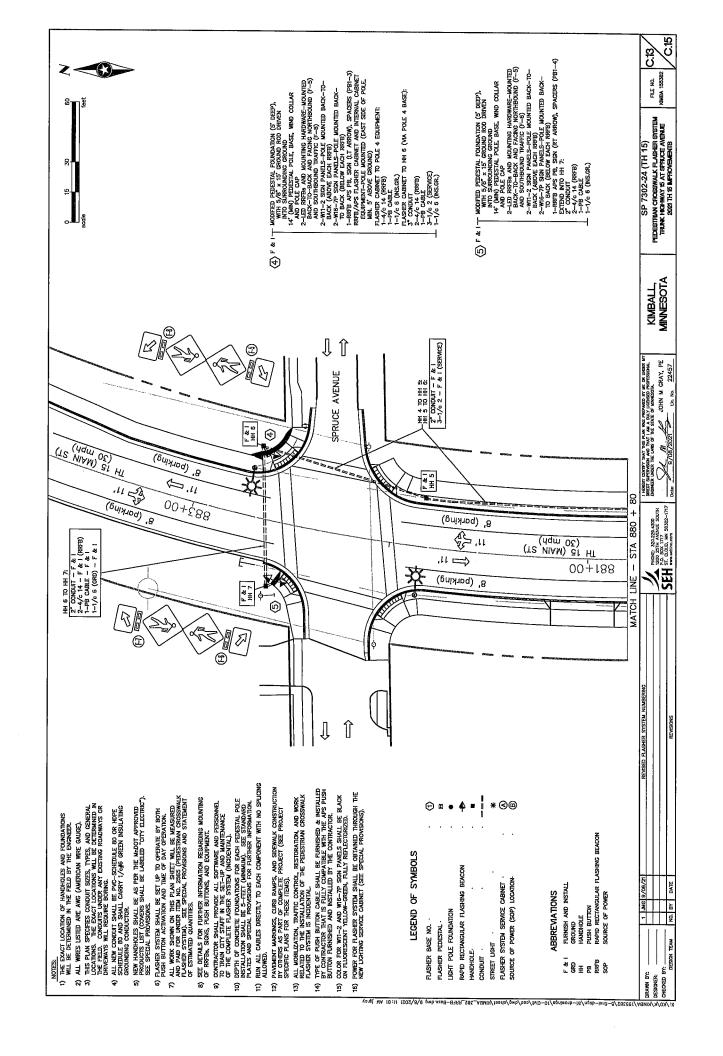
Thanks, Ken

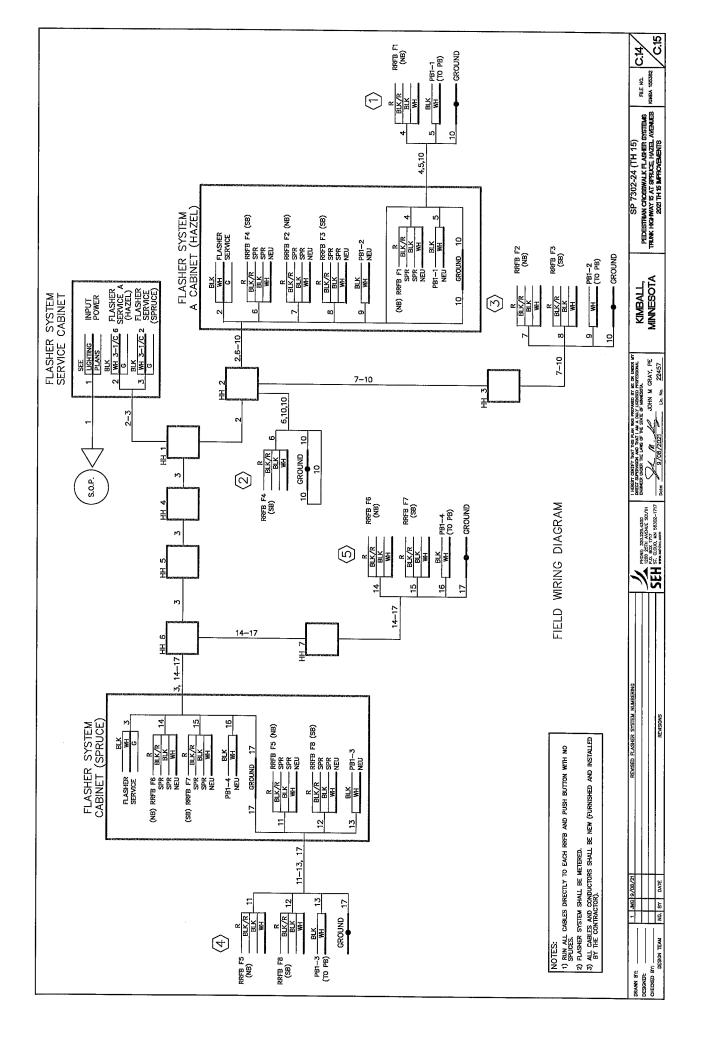
Phone: (218)820-8341

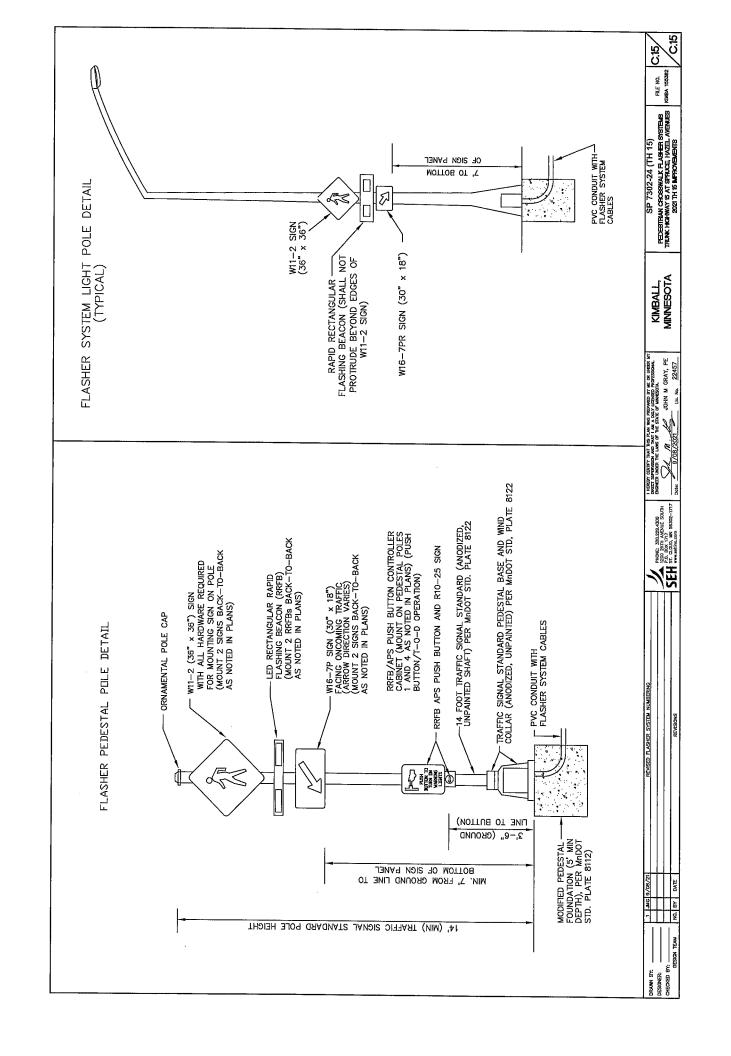
kenneth.hansen@state.mn.us











PEDESTRIAN CROSSWALK FLASHER SYSTEM SIGNS							XX		
		POSTS	MTG	PANEL		I		····	
SIGN CODE	Total Quant.	NO &	HT	SIZE		TOTAL AREA	PANEL LEGEND		
		TYPE	FEET	INCH	***************************************	SQ FT			
R10-38	2	(1)	3.5	9 x	12	1.50	PUSH BUTTON TO CRO	SS	
W11-2	4	(1)	10	36 x	36	36.00	PEDESTRIAN CROSSING (SYMBOL)		
W16-7MP(L/R)	4	(1)	7	30 x	24	20.00	45 DEG DOWNWARD ARROW (I	EFT/RIGHT)	
TOTAL						57.50	·		

NOTE:

1. SIGNS ARE PAID FOR UNDER 2564.531 SIGN PANELS TYPE C PAY ITEM.

SPECIFIC NOTE: (1) SIGN MOUNTED ON PEDESTAL POLE.

FOLEY DSDS & RRFB ESTIMATE

ITEM NO.	ITEM	UNIT	UNIT COST	TOTAL QUANTITY	TOTAL COST
	DYNAMIC SPEED DISPLAY SIGN	EACH	\$ 5,300.00	2	\$ 10,600
2565,616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$ 32,686.00	1	\$ 32,686

TO STATE OF THE SECOND PROPERTY OF THE SECOND				TOTAL	\$ 43,286

Pedestrian Crosswalk Flasher System T.H. 23 at Broadway Avenue, Foley, Benton County, MN Prepared by MAW (SEH) on September 30, 2016

ITEM	UNIT	TOTAL QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
Pedestal Foundation	EACH	2	\$1,000	\$2,000
Pedestal Pole, Base, and Wind Collar	EACH	2	\$1,000	\$2,000
RRFB Flashers	EACH	4	\$3,500	\$14,000
Flasher Cabinet and Equipment	EACH	1	\$3,500	\$3.500
Solar Panel Assembly	EACH	1 1	\$1,000	\$1,000
Sign Panels Type C	SQ FT	57,50	\$40	\$2,300
Pedestrian Push Button and Sign	EACH	2	\$200	\$400
Flasher System Cables and Conductors	EACH	1 1	\$1,500	\$1,500
Programming and Training	EACH	1	\$1,000	\$1,000
Estimated RRFB Construction Sub Total				\$27,700
Mobilization	3%	3%		\$831
Miscellaneous	15%	15%		\$4,155
Total Estimated RRFB Construction Costs				\$32,686

