

First Amendment to PRK136

This is an Amendment to an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Parks & Recreation, 2015 North Van Dyke, Maplewood, Minnesota 55109 ("County") and Kimley-Horn and Associates Inc, 1010 Dale Street North, Saint Paul, MN 55117, registered as a Corporation in the State of Minnesota ("Contractor" or "Kimley Horn").

In this Amendment, changes to pre-existing contract language will use ~~striketrough~~ for deletions and **bolding and underlining** for insertions.

1. The parties agree to amend the Agreement as follows:

Additional work tasks associated with project elements developed over the course of the project finalization, MnDOT approvals and agency permitting, as well as complete construction observation and administration services.

Revision 1: Section 1.1 is amended as follows:

Term

1.1.

The original term of this Agreement shall be from July 20, 2023 through **December 31, 2027** ~~July 19, 2026~~ and may not be renewed.

Revision 2: Section 2.1 is amended as follows:

2.1

Project related tasks and scope of services activities for the Bruce Vento Phase 1 section consist of construction plan finalization, special provision/specifications finalization, right-of-way approval, completion of federal aid documentation, agency coordination, project permitting with appropriate agencies, construction bidding assistance, and design assistance during construction.

Overall schedule for key milestones:

- Final Draft Construction Documents: Submit draft project memorandum, final draft construction plans, final draft of special provisions/specifications, final draft construction estimate, and associated reporting documents to MN/DOT State Aid no later than September 15, 2023.
- Final Construction Documents: Submit final project memorandum, final construction plans, final special provisions/specification, final construction

estimate and associated reporting documents to MN/DOT State Aid no later than April 2024.

Refer to Attachment A - Scope of Services for detailed project scope of services and tasks. Scope of Services Attachment A is attached and made a part of this Agreement.

2.1.1 Task 1 – Construction Plan Finalization

A. Pedestrian Bridge Addition

- **The addition of a pedestrian bridge and modification of the original pedestrian bridge required design and construction document changes to several elements of the project including the following:**
 - **Alternatives analysis including options matrix, bridge fabricator discussions, and cost estimating to determine path forward.**
 - **Additional geotechnical borings at the new bridge abutments to determine proposed foundation design in accordance with MnDOT State Aid Bridge design requirements. This work was performed by Braun Intertec as a subconsultant to Kimley-Horn. A copy of Braun's proposed fee and scope of work is included as an attachment to this letter.**
 - **Design of new bridge abutments for the revised bridge span lengths and locations.**
 - **Trail alignment revisions to accommodate the new bridge locations and minimize bridge span lengths.**
 - **Revision of grading, erosion control and restoration plans in the vicinity of the pedestrian bridges.**
 - **Revision of construction quantities and cost estimate.**

B. Hoffman Road/TH61 Intersection Design

The proposed modifications at this intersection required design and construction document changes including the following:

- **Submittal of official intersection layout in accordance with MnDOT Level 2 Layout approval requirements, incorporation of comments for approval by the MnDOT Layout Review Committee.**
- **Preparation of Intersection Control Evaluation (I.C.E) document for MnDOT approval.**
- **Curb and gutter, sidewalk ramp removals, replacements and realignments at NE, NW, SE and SW quadrants of the intersection.**
- **Relocation of northwest signal mast arm structure and pedestrian push buttons.**
- **Relocation of southwest signal mast arm structure and removal of pedestrian push buttons**

C. Tree Removal Assistance

Additional labor provided to include the following:

- **Modifications to the plans, specifications and quantities to remove trees from Federal Aid plan set.**

- Preparation of field staking information for County surveyor
- Facilitation of a field walk with County Surveyor (full day)
- Facilitation of field review of tree removals with tree removal contractor (full day)

D. Sidewalk Connections

- Incorporate sidewalk connections to include revisions to removal plan, construction plan, grading, drainage and signage and striping plans.

2.1.2 Task 6 – Permitting

A. RWMWD and Minnesota Department of Natural Resources Permitting

- Contractor revised original permit applications to incorporate the second pedestrian bridge.

B. BNSF Permit and MnDOT ROW Certificate

- Throughout the course of design, Kimley-Horn facilitated several meetings with the BNSF staff to help obtain the necessary permit to construct the trail within the railroad right of way.
- In order to facilitate the BNSF permit agreement Kimley-Horn submitted the required permit fees to the BNSF via their on-line portal. Kimley-Horn is preparing documentation for MnDOT related to ROW acquisition to obtain the ROW Certificate necessary for FHWA approval.

2.1.3 Task 7 – Bidding Assistance

A. Federal Aid Post Bid Documentation

1. Preparation of required DCP Documentation of bid results
2. Coordination with Contractor regarding civil rights approval
3. Construction bid analysis and funding group organization approval with MnDOT
4. Assistance with STIP amendment if necessary

2.1.4 Task 8 – Pre-Construction Activities (New Task)

1. Pedestrian bridge, modular block retaining wall and soil nail wall shop drawing review and MNDOT Review assistance
2. Coordination meetings and correspondence with the Contractor
3. Review and comment of Contractor construction schedule
4. Preparation construction submittal logs
5. Preparation of layout and staking data for construction survey
6. Stakeholder coordination (White Bear Lake, Watersheds, BNSF, Minnesota Commercial RR)

Revision 3: Section 4 is amended as follows:

4.1

The County shall pay the Contractor a not to exceed amount of \$ ~~160,937.50~~ 383,487.50 over the life of the contract according to the agreed to rates.

4.2

The County shall pay the Contractor the following unit rates:

As outlined in the approved cost proposals which are attached and made a part of this Agreement as Attachment B - Engineering Services Cost Proposal, and Attachment C - Estimate of Cost for Professional Services- Amendment # 1.

4.3

Additionally, the County will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$7,400.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.4

The maximum not to exceed contract sum is ~~\$168,337.50~~ **390,887.50 (\$160,937.50 as set forth in Attachment B, plus \$179,450.00 in labor and \$43,100.00 in fees as set forth Attachment C, plus \$7,400.00 for out-of-pocket expenses as set forth in Section 4.3.)**

4.5

Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

2.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.