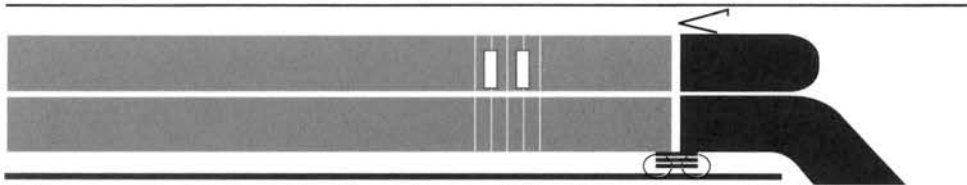




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Agenda

Ramsey County Regional Railroad Authority Meeting

July 8, 1997

Immediately following Board Workshop

Third Floor Council Chambers, Courthouse

1. * Approve minutes of RCRRA meeting for June 24, 1997
2. * Approve contract with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for surveying services for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake and authorize the Chair to execute the contract;

Authorize the Director to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

3. Transportation legislation

* Action is requested



Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BOARD MEETING

JUNE 24, 1997

The Ramsey County Regional Railroad Authority met on Tuesday, June 24, 1997, in Council Chambers.

MEMBERS PRESENT: Chairman Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Victoria Reinhardt
Commissioner Jan Weissner
Commissioner Dino Guerin
Commissioner Janice Rettman
(arrived at 9:45 AM)

MEMBERS ABSENT: NONE

OTHERS PRESENT: Dave MacMillan, County Attorney;
Terry Schutten, County Manager; Jon
Walsh, Public Works Department; Jim
Van Houdt, Budget and Accounting
Department; Terry Lindeke, County
Manager Staff; Karen Tero, County
Manager Staff; Tim Benetti, RCRRA
(R/W specialist), Larry Mazzitello;
YMCA East Branch; Darren Tobolt;
Kathy DeSpiegelaere, Ramsey County
RRA; Jeanne Walz; Beth Nawrocki,
Administrative Assistant

Chairman Ortega called the meeting to order at 9:40 AM.

1. Accept the minutes of the Ramsey County Regional Railroad Authority Board meetings of June 3, 1997

Motion by Chairman Rafael Ortega to accept the minutes from the June 3, 1997 RCRRA meeting.

Ayes - 6, Nays - 0
Motion accepted.

*Commissioner Rettman was not present for this vote

2. Discussion of Commuter Rail Demonstration Project:

The plans for the Commuter Rail Demonstration Project to take place on July 1, 2, and 3 in the Twin Cities were discussed. Jon Walsh stated that all the Commissioners have signed up for the Inaugural Run. Commissioner Reinhardt signified her excitement for the upcoming event. She discussed overflow control and invitation possibilities.

Commissioner Haigh asked if we had targeted business leaders, such as the St. Paul Area Chamber of Commerce and Capitol City Partnerships for Ramsey County events.

Publicity for the event was discussed. There will be 4 network television news teams and the two primary newspapers covering the event.

A decision was made to invite the Capitol City Partnerships and the St. Paul Area Chamber of Commerce to July 3rd morning events from the St. Paul Midway AMTRAK Station to Hastings, for which Ramsey County has 140 spaces on the train. Afternoon events on July 3rd will be first come first served.

Flyers publicizing the event will be distributed at Como Zoo and on MCTO buses.

Commissioner Bennett asked when the schedule for the events is to be released to the public. Jon Walsh stated that the events are changing so rapidly that he must speak with the coordinating committee at Burlington Northern.

The Event in Downtown St. Paul was discussed.

3. Update of Chairman Ortega, Kathy DeSpiegelaere, Terry Lindeke and Dick Anfang's trip to Washington D.C.

Commissioner Ortega indicated that he and Dick Anfang, Terry Lindeke and Kathy DeSpiegelaere had been in Washington D.C. last week to seek support for the Riverview, Hiawatha and Northstar transit projects.

They met with Congressmen Oberstar, Sabo, Vento,

Luther, Ramstad, Wellstone and Grams. Congressman Oberstar indicated this project would be his first priority for transit projects for Minnesota.

The Federal Transportation Funding Bill is contentious. There may be a one year, three year, five year, or six year bill. Transportation supporters are concerned that the president's budget provides insufficient funding for the full six year bill, and may therefore seek a shorter term. Two issues are that transportation funds in the trust fund are building up and are not allowed to be spent down. A portion of the gas tax is being used to fund the general federal deficit.

Commissioner Rettmann requested that a letter be sent to the Union Advocate thanking unions for their support for the transitway projects, discussing the goals of the projects and citing Dick Anfang's role in speaking to Congressional members on behalf of the project.

The meeting adjourned at 10:10 AM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/25/97
Date

Board Action Requested

- A. Approve contract with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for surveying services for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake and authorize Chair to execute the contract.
- B. Authorize Director to execute agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes

ACTION IS REQUESTED

Request Justification

See attached:

- 1) Proposed resolution
- 2) Memorandum from Kathryn DeSpiegelaere, dated June 24, 1997
- 3) Contract
- 4) Agreement with Catellus Management

Budgeting and Accounting

Vern W. Johnson 6/25/97

County Attorney

D. M. M. M.

Risk Management

Kevin G. Keph 6-27-97

Documentation certified complete for:

July 8, 1997

Board Date

Elaine M. M. M.
Signature

June 25, 1997

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority has by resolution expressed an interest in acquisition of property owned by Burlington Northern Santa Fe Railroad from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake; and

WHEREAS, A land survey of the BNSF property is needed from a professional land surveyor, including the preparation of certificates of survey and legal descriptions, and

WHEREAS, On February 27, 1997, a request for proposals was issued for survey services to 14 surveying firms; and

WHEREAS, Proposals were received from three surveying firms:

Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie - \$29,500

Comstock & Davis, Minneapolis - \$64,000

Stransky & Associates, Inc. Roseville - \$147,500; and

WHEREAS, The proposal from Hansen, Thorp, Pellinen & Olson, Inc. (HTPO) meets the requirements of the Ramsey County Regional Railroad Authority and is clearly the lowest cost proposal; Now, Therefore, Be It

RESOLVED, That a contract with HTPO is approved by the Railroad Authority; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract on behalf of the Authority; And Be It Further

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

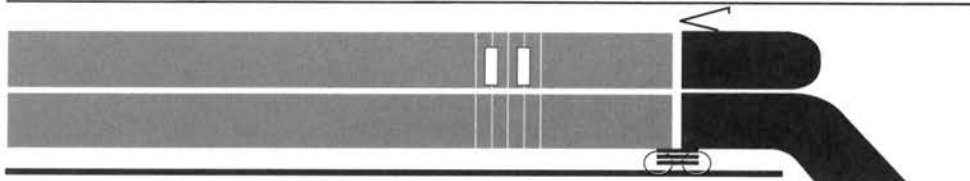
RESOLVED, That the Director of Ramsey County Regional Authority is authorized to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

To: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere *KD*

Subject: Proposed survey contract

Date: June 22, 1997

Ramsey County Regional Railroad Authority authorized staff to solicit proposals for survey work for right of way that the Authority is interested in purchasing from Beam Avenue to Bald Eagle Junction in Maplewood. See illustration attached (Attachment A).

Requests for proposals were sent to several Twin Cities firms and three responses were received.

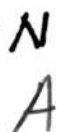
Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie.....	\$29,500
Comstock & Davis, Minneapolis.....	\$64,000
Stransky & Associates, Inc., Roseville.....	\$147,500

The proposals were reviewed by the Ramsey County Surveyor.

It is recommended that a contract be executed with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for this work. A copy of the proposed contract (Attachment B) and an agreement with Catellus Management, the right of way agent for Burlington Northern (Attachment C), are attached.

KD

Attachments



4

C A T E L L U S



DUPLICATE LETTER AGREEMENT

June 20, 1997

Ms. Kathryn DeSpiegelaere
Director of Light Rail Transit Planning
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Re: Survey of BNSF Right of Way (Beam Avenue to CP Rail/BNSF Junction)

Dear Ms. DeSpiegelaere:

This refers to Ramsey County Regional Railroad Authority's request to perform a survey of the Burlington Northern and Santa Fe Railway Company's right of way lying between Beam Avenue in Maplewood to the junction of the BNSF and CP Rail System's railroad tracks in White Bear Lake, Minnesota. Total length of the right of way is approximately 5.3 miles, more or less. The purpose of the survey in connection with the potential transfer of the right of way.

Subject to Ramsey County Regional Railroad Authority assuming any and all risks and liabilities for all accidents to persons and/or losses to personal properties that may be caused or created by the survey activities, there is no objection to the county arranging to perform and complete a survey of the land. Permission to occupy the right of way for purposes of the survey activities shall expire 90 days after the date of this letter. Completing a survey of the right of way shall not imply that the railroad will agree to a transfer of the same land or any part thereof.

Ramsey County Regional Railroad Authority and any contractors involved in the survey activities shall become acquainted with and comply to the CONTRACTOR GENERAL SAFETY REQUIREMENTS which are attached hereto as Exhibit "A".

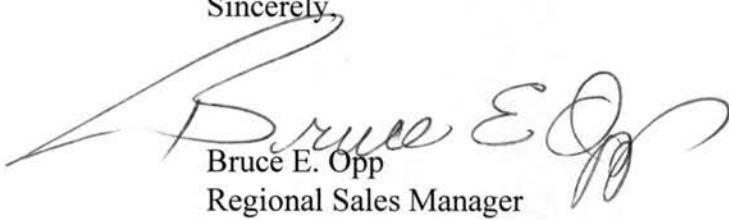
Assuming the above terms are acceptable, please arrange for acceptance of the agreement by signing both copies of this Letter Agreement and return one for my records.

C A T E L L U S



Catellus Management Corporation is acting as agent for the Burlington Northern Santa Fe Corporation.

Sincerely,


Bruce E. Opp
Regional Sales Manager

THE TERMS FOR PERFORMING SURVEY ACTIVITY ARE HEREBY AGREED
TO AND ACCEPTED:

Ramsey County Regional Railroad Authority

By: _____

Title: _____

Date: _____

CONTRACTOR GENERAL SAFETY REQUIREMENTS

CONTRACTOR GENERAL SAFETY REQUIREMENTS

Safety is of prime importance in performing any of the service under the Company's contract. The Company does not in any manner assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor's employees or subcontractors in requiring the Contractor to follow the Company's general safety requirements. The Contractor is responsible for compliance with Federal and State laws and any government regulations, including those related to Track Work Protection when work is conducted around tracks.

Work in the proximity of a railroad track is potentially dangerous. The Contractor and its employees, subcontractors and invites are governed by the following Safety Rules and General Safety Requirements while on Company property. The Contractor is responsible for enforcement of these rules and requirements. The Company has the right to bar the Contractor, its employees, subcontractors and invites from working on Company property if the Company deems such persons are acting in an unsafe manner.

Safety rules cannot be all-inclusive. Workers must refrain from unsafe and improper practices, including both the violation of written rules and regulations, and rules of common sense.

1. The use of alcoholic beverages, intoxicants, narcotics, marijuana or other controlled substances by employees subject to duty or their possession or use while on duty or on Company property is prohibited. Workers must not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response or safety.
2. Scuffling, horseplay, practical jokes and all conduct of a similar nature is prohibited.
3. All vehicle accidents resulting in damage to Company property will be reported immediately to the Engineer.

Exhibit "A"

CONTRACTOR GENERAL SAFETY REQUIREMENTS

4. All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of three inches, in their possession while on duty or on Company property, except those authorized to have them in the performance of their duties or those given special permission.
5. Good housekeeping is of the utmost importance in the prevention of accidents, injuries and fires. Clean-up will be conducted on a daily basis.
6. Tools or work materials must not be left in close proximity to tracks.
7. Throwing waste, garbage, bottles, refuse, or other such materials on Company property or disposing of such at other than designated locations is prohibited. Each Contractor will provide refuse containers at the work site and empty them on a daily basis.
8. Objects which constitute a slipping or tripping hazard must not be left in walking areas.
9. Open fires or fires in barrels are not allowed on Company property unless appropriate permits are acquired.
10. In all cases, established route of travel in and about the property must be used.
11. Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
12. Workers must not wear or use anything which impairs vision or hearing. Listening to personal radios or tape players is prohibited while on duty.
13. All contractor employees working on the Company's property will be required to wear OSHA approved safety glasses with side shields, hard hats and above-the-ankle, lace-up, safety toe boots with a defined heel and high visibility retro-reflective orange vests. During inclement weather, proper clothing to protect against frostbite, etc., will be worn. Particular attention to footing and the use of proper footwear is essential. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations. Office employees restricted to office work will not be required to comply.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

14. All workers will become familiar with and be capable of recognizing railroad equipment adjacent to the tracks.
15. Walking, stepping or standing on rails or ties, or sitting on any part of track structure except in performance of duty is prohibited. NOTE: The term "track structure" means the space between the rails and within eight feet outside the rails, unless otherwise specified.
16. Workers are prohibited from tampering with switches or any other railroad equipment unless it is necessary for work operation and only in the presence of an authorized railroad worker.
17. Workers must not go underneath rail cars. They must not occupy rail cars except in performance of their duty.
18. Workers must not cross tracks by crossing over or between cars that are coupled together.
19. Workers must not attempt to catch onto or ride any moving railroad equipment, even though it may be moving slowly.
20. Workers must not take refuge from rain, heat, etc., under or in cars or other rail equipment.
21. Workers are warned that trains, locomotives or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when field of vision is limited, or when noisy equipment is in use. A portable air horn may be used by a designated person to warn workers of approaching trains or equipment. Under certain conditions, trains and equipment can approach without being heard. Proper attention and protection are essential to personal safety when working near railroad tracks.
22. Workers shall not work on the track, between tracks in multiple track territory, or nearer than 25 feet to the track without proper flag protection provided by the Company, unless the track is protected by track bulletin and work has been authorized by the Company.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

23. Any work within 25 feet of the rail, without consideration to height, must be stopped in the clear to acknowledge approaching and passing trains.
24. Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan agreed upon by the Engineer or his representative prior to beginning work in these areas. When work is being done in tunnels, specific requirements must be met and work done under the Company's supervision.
25. Do not wave arms or objects violently except in an emergency; this is a STOP signal.
26. Workers must not make any movement toward an approaching train or operate machinery in a manner that would cause the engineer to believe that the track is going to be fouled.
27. Crossing tracks immediately in front of moving equipment is prohibited.
28. When necessary to cross any track, look both ways and keep at least 25 feet from the nearest end of stationary rail cars.
29. Machines may be operated across tracks only at established grade crossings. If it is necessary to do so at any other location, it may be done only with permission of and under the supervision of the Engineer or his representative on site.
30. Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices that could shunt this electrical current must not be laid across rails. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
31. Machines or vehicles must not be left unattended with the engine running. If a machine is left unattended, it must be in gear with brakes set. If it is equipped with blade, pan or bucket, that must be lowered to the ground.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

32. All machinery and equipment left unattended on the right-of-way must be left inoperable and secured against movement.
33. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier such as a fence placed around the opening.
34. Machinery or equipment shall not be stored or left temporarily near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, the Contractor, with concurrence of the Engineer or his representative on site, will establish a storage area.
35. Cutting or knocking down trees or moving rocks and other materials that might fall on the track structure or on communications or power lines is prohibited, unless done with the approval and supervision of the Engineer or his representative.
36. Workers must not create and leave any condition at the work site that would interfere with water drainage.
37. Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
38. Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that in cases of emergencies the exact location may be given to Company personnel.
39. In cases of emergency, it may be necessary for the Contractor's employees or agents to flag and stop approaching trains. Flagging equipment should consist of red fusees and/or red flags.
40. When emergency flagging is necessary, Workers should protect against trains moving in both directions.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

41. If required to perform emergency flagging, Workers must understand that a great distance is required in which to stop a moving train. The railroad flagger must be at least 1.5 miles from the point being protected in order to provide minimum distance for the locomotive engineer to stop the train. A stop signal is given by swinging the lighted fusee or red flag at right angle to the track, but the engineer will recognize the stop signal if given violently in any manner from a point near the track. Workers, when giving a stop signal, must not stand on or within fouling distance of the track, as normally the engineer will not have the required stopping distance to stop short of the point where the signal is being given.
42. When an emergency exists or if any hazard is noticed on passing trains, the Engineer or his representative on site must be notified immediately.
43. High frequency radios (not CB's) shall be used by all crews for emergency communications between crews.
44. Radio transmitters must not be operated when located less than 250 feet from blasting operations.
45. When it is necessary to create a hazardous condition in performing work on or in the vicinity of a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Engineer or his representative prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
46. Before excavating, it must be ascertained by the Contractor if there are underground electric wires, cables, or pipe lines in the vicinity. Excavating on the right of way could result in damage to buried cables resulting in delay to railroad traffic. Before any excavation commences, contact the BNSF signal and track representative in charge of the area. All underground and overhead wires are to be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area before excavating.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

47. If obstructions are encountered that do not appear on drawings, the Engineer must be notified immediately before continuing excavation in the area. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. **There will be no exceptions to these instructions.**
48. All excavations regardless of depth will be shored where there is any danger to track structure or personnel.
49. No excavation will be left uncovered or unprotected overnight.
50. Holes or trenches in the vicinity of the track must be covered, guarded and protected when not being worked on.
51. Excavations, trenches or pits on or adjacent to public roads will be physically protected and denoted by highway barriers with flashing lights when not in use.
52. All excavations will be backfilled as soon as possible.
53. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet. For lines rated over 50KV, minimum clearance between the line and any part of equipment or load shall be 10 feet plus 0.4 inches for each 1KV over 50KV. If the capacity of the line is not known, minimum clearance of 20 feet must be maintained. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.
54. All work over water will meet State and Federal regulations.
55. When Contractor employees are required to work on the Company property after normal working hours or on weekends, the Company representative in charge of the project must be notified. **No one will be allowed to work alone** during the times specified above. When it is necessary to work during these times, a minimum of two employees are required to be present. This could be a Company employee with a Contractor employee or two Contractor employees.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

56. Equipment and vehicles must operate at a safe speed, being aware of operating conditions as well as other equipment and persons working in close proximity. Extreme caution must be exercised at all grade crossings.
57. IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

CONTRACTOR'S ACKNOWLEDGEMENT:

Company

By: _____
Title: _____
Date: _____

WORK SITE LOCATION:

Town: _____
State: _____
Project # _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn DeSpiegelaere
 Authorized Signature

6/30/97
 Date

Board Action Requested

Transit and Transportation
 Legislative Update

Discussion Only

Request Justification

See attached (1) Memorandum from T. Lindeke and N. Riley
 (2) Memorandum from K. DeSpiegelaere on Transit and Welfare Reform

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

7/8/97

Board Date

K. DeSpiegelaere
 Signature

6/30/97

Date



Office of the County Manager

Terry Schutten, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 612-266-8000
Fax: 612-266-8039

MEMORANDUM

=====

TO: Honorable Commissioners, Regional Rail Authority
FROM: Terry Lindeke *Terry*
Nick Riley *Nick*
DATE: June 30, 1997
SUBJECT: Transit and Transportation Legislation

At the July 8, 1997, Regional Rail Authority meeting, staff are prepared to present an overview of 1997 state legislation affecting transit and transportation. Attached is a summary of accomplishments and issues still to be resolved.

Purposes for this discussion with Commissioners are:

- o To present an overview of outcomes from the 1997 legislative session in the areas of transit and transportation.
- o To solicit ideas for the 1998 legislative session in these areas.

This material has been prepared by staff from the County Manager's Office, the Regional Rail Authority, and the Department of Public Works. Staff who prepared the material will be available to present the information and answer questions regarding it.

cam

Attachment

TRANSIT AND TRANSPORTATION POLICY

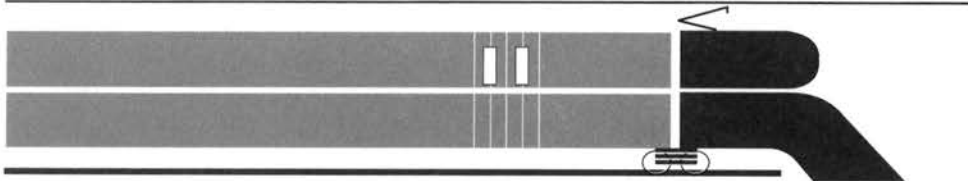
LEGISLATIVE DISCUSSION

1997 LEGISLATIVE SESSION

- What was accomplished
 - **State Aid Bonding for Maintenance Facilities**
 - **Remove Noise Standard for Counties**
 - **Allow MN/DOT to Loan Funds to the Turn-back Account**
 - **Fully fund Transit in the Metro Area**
 - **Transit Funding for Welfare Reform**
- What remains unresolved
 - **Dedicated Transit Funding**
 - **CSAH Formula Change**
 - **More Highway Funding**

1998 UNRESOLVED ISSUES

- **Ford Bridge Funding**
- **State Aid to Whitebear Township and other small cities in Ramsey County**
- **CSAH Formula Change**
- **More Highway Funding**
- **Dedicated Funding for Transit**
- **Riverview Corridor Funding**
- **Funding for Welfare Related Transit**



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere *KD*

Subject: Transit/Welfare Reform Update

Date: June 30, 1997

As a result of state legislation enacted in 1997, an appropriation of \$2 million for the biennium was made available to counties in the metro area for welfare-related transportation. Ramsey County's annual allocation is likely to be slightly more than \$300,000, which is based on the number of clients in each county. The state funding would need to be augmented with other funds.

The Metropolitan Council, beginning in March, convened work groups of county, nonprofit, employers and other groups and developed a proposed approach to welfare reform that includes:

1. Fare assistance -- transit passes would be able to be purchased at a 50% discount for clients for the first three months of their employment.
2. Employer incentives -- employers would be assisted with \$100 per month for the first three months for each new employee who was previously on welfare and needs transportation to work.
3. Hire a driver -- clients interested in a driving career would be trained and would transport clients to work for a period of up to six months to earn work experience. Drivers would be paid through county training funds, welfare to work funds and other funding sources.
4. Agency trip reimbursement -- welfare to work funds would reimburse trips provided by agencies for their clients to get to training or to jobs up to \$2 per trip for up to three months.

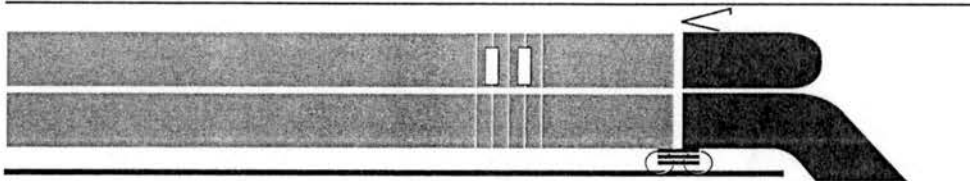
5. Flexible -- a portion of the allocation to counties is proposed to be flexible, and could be used for any of the previously listed programs or other programs.

A county liaison is to be appointed by each county. Tim Mayasich is Ramsey County's liaison to the Council on this issue.

At the same time that a program is being developed for the \$2 million distribution, Ramsey County is participating in an Action Team that resulted from the June Future Search conference. The Action Team is planning to apply for a McKnight grant for transit and is developing information on how best to meet transit needs of welfare clients. The Action Team includes consumer representatives, employers, job placement agency representatives, Metropolitan Council and Ramsey County. I am the convener of the group for now, and expect that permanent co chairs will be selected some time in the future.

Recommendation:

For your information.



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Agenda

Ramsey County Regional Railroad Authority Meeting

July 8, 1997

Immediately following Board Workshop

Third Floor Council Chambers, Courthouse

1. * Approve minutes of RCRRRA meeting for June 24, 1997
2. * Approve contract with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for surveying services for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake and authorize the Chair to execute the contract;

Authorize the Director to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

3. Transportation legislation

* Action is requested



①

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BOARD MEETING

JUNE 24, 1997

The Ramsey County Regional Railroad Authority met on Tuesday, June 24, 1997, in Council Chambers.

MEMBERS PRESENT: Chairman Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Victoria Reinhardt
Commissioner Jan Weissner
Commissioner Dino Guerin
Commissioner Janice Rettman
(arrived at 9:45 AM)

MEMBERS ABSENT: NONE

OTHERS PRESENT: Dave MacMillan, County Attorney;
Terry Schutten, County Manager; Jon Walsh, Public Works Department; Jim Van Houdt, Budget and Accounting Department; Terry Lindeke, County Manager Staff; Karen Tero, County Manager Staff; Tim Benetti, RCRRA (R/W specialist), Larry Mazzitello; YMCA East Branch; Darren Tobolt; Kathy DeSpiegelaere, Ramsey County RRA; Jeanne Walz; Beth Nawrocki, Administrative Assistant

Chairman Ortega called the meeting to order at 9:40 AM.

1. Accept the minutes of the Ramsey County Regional Railroad Authority Board meetings of June 3, 1997

Motion by Chairman Rafael Ortega to accept the minutes from the June 3, 1997 RCRRA meeting.

Ayes - 6, Nays - 0
Motion accepted.

*Commissioner Rettman was not present for this vote

2. Discussion of Commuter Rail Demonstration Project:

The plans for the Commuter Rail Demonstration Project to take place on July 1, 2, and 3 in the Twin Cities were discussed. Jon Walsh stated that all the Commissioners have signed up for the Inaugural Run. Commissioner Reinhardt signified her excitement for the upcoming event. She discussed overflow control and invitation possibilities.

Commissioner Haigh asked if we had targeted business leaders, such as the St. Paul Area Chamber of Commerce and Capitol City Partnerships for Ramsey County events.

Publicity for the event was discussed. There will be 4 network television news teams and the two primary newspapers covering the event.

A decision was made to invite the Capitol City Partnerships and the St. Paul Area Chamber of Commerce to July 3rd morning events from the St. Paul Midway AMTRAK Station to Hastings, for which Ramsey County has 140 spaces on the train. Afternoon events on July 3rd will be first come first served.

Flyers publicizing the event will be distributed at Como Zoo and on MCTO buses.

Commissioner Bennett asked when the schedule for the events is to be released to the public. Jon Walsh stated that the events are changing so rapidly that he must speak with the coordinating committee at Burlington Northern.

The Event in Downtown St. Paul was discussed.

3. Update of Chairman Ortega, Kathy DeSpiegelaere, Terry Lindeke and Dick Anfang's trip to Washington D.C.

Commissioner Ortega indicated that he and Dick Anfang, Terry Lindeke and Kathy DeSpiegelaere had been in Washington D.C. last week to seek support for the Riverview, Hiawatha and Northstar transit projects.

They met with Congressmen Oberstar, Sabo, Vento,

Luther, Ramstad, Wellstone and Grams. Congressman Oberstar indicated this project would be his first priority for transit projects for Minnesota.

The Federal Transportation Funding Bill is contentious. There may be a one year, three year, five year, or six year bill. Transportation supporters are concerned that the president's budget provides insufficient funding for the full six year bill, and may therefore seek a shorter term. Two issues are that transportation funds in the trust fund are building up and are not allowed to be spent down. A portion of the gas tax is being used to fund the general federal deficit.

Commissioner Rettmann requested that a letter be sent to the Union Advocate thanking unions for their support for the transitway projects, discussing the goals of the projects and citing Dick Anfang's role in speaking to Congressional members on behalf of the project.

The meeting adjourned at 10:10 AM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/25/97
Date

Board Action Requested

- A. Approve contract with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for surveying services for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake and authorize Chair to execute the contract.
- B. Authorize Director to execute agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes

ACTION IS REQUESTED

Request Justification

See attached:

- 1) Proposed resolution
- 2) Memorandum from Kathryn DeSpiegelaere, dated June 24, 1997
- 3) Contract
- 4) Agreement with Catellus Management

Budgeting and Accounting

Vern Wohlgast 6/25/97

County Attorney

D. M. M. M.

Risk Management

Denise G. Kople 6-27-97

Documentation certified complete for:

July 8, 1997

Board Date

Elaine Marnoch

Signature

June 25, 1997

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority has by resolution expressed an interest in acquisition of property owned by Burlington Northern Santa Fe Railroad from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake; and

WHEREAS, A land survey of the BNSF property is needed from a professional land surveyor, including the preparation of certificates of survey and legal descriptions, and

WHEREAS, On February 27, 1997, a request for proposals was issued for survey services to 14 surveying firms; and

WHEREAS, Proposals were received from three surveying firms:

Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie - \$29,500

Comstock & Davis, Minneapolis - \$64,000

Stransky & Associates, Inc. Roseville - \$147,500; and

WHEREAS, The proposal from Hansen, Thorp, Pellinen & Olson, Inc. (HTPO) meets the requirements of the Ramsey County Regional Railroad Authority and is clearly the lowest cost proposal; Now, Therefore, Be It

RESOLVED, That a contract with HTPO is approved by the Railroad Authority; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract on behalf of the Authority; And Be It Further

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary

/

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

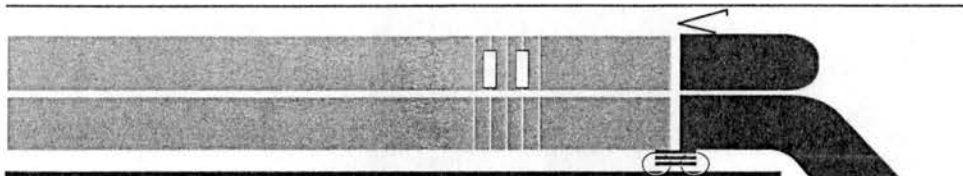
RESOLVED, That the Director of Ramsey County Regional Authority is authorized to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Dino Guerin	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

To: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere *KD*

Subject: Proposed survey contract

Date: June 22, 1997

Ramsey County Regional Railroad Authority authorized staff to solicit proposals for survey work for right of way that the Authority is interested in purchasing from Beam Avenue to Bald Eagle Junction in Maplewood. See illustration attached (Attachment A).

Requests for proposals were sent to several Twin Cities firms and three responses were received.

Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie.....	\$29,500
Comstock & Davis, Minneapolis.....	\$64,000
Stransky & Associates, Inc., Roseville.....	\$147,500

The proposals were reviewed by the Ramsey County Surveyor.

It is recommended that a contract be executed with Hansen, Thorp, Pellinen & Olson, Inc. in the amount of \$29,500 for this work. A copy of the proposed contract (Attachment B) and an agreement with Catellus Management, the right of way agent for Burlington Northern (Attachment C), are attached.

KD

Attachments



B

CONTRACT

This agreement is entered into between the Ramsey County Regional Railroad Authority (hereinafter the "RCRRA") and Hansen, Thorp, Pellinen & Olson, Inc. (hereinafter the "SURVEYOR") on this ____ day of _____, 1997.

WITNESSETH:

WHEREAS, the RCRRA wishes to obtain a land survey of the Burlington Northern Railroad line between a point approximately ninety (90) feet north of Beam Avenue in Maplewood and Bald Eagle Junction in the City of White Bear Lake, and

WHEREAS, the SURVEYOR represents that it has the expertise to perform this survey, and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants of the parties herein, it is agreed between the parties as follows:

1. SCOPE OF PROJECT

The SURVEYOR shall prepare a land survey of the Burlington Northern Railroad line from a point approximately ninety (90) feet north of Beam Avenue in the City of Maplewood to Bald Eagle Junction in the City of White Bear Lake, Ramsey County. The survey shall comply with the specifications and general and special conditions stated in sections II and IV of the RCRRA's Request for Proposals, dated February 27, 1997, and which is attached hereto as Appendix A and incorporated herein by reference, and in paragraph 5 hereof.

2. TIME

The SURVEYOR shall complete its agreed upon work not later than sixty (60) days from the date this agreement is awarded by the RCRRA or the date upon which the RCRRA notifies the SURVEYOR, in writing, to begin work.

5

CONTRACT

This agreement is entered into between the Ramsey County Regional Railroad Authority (hereinafter the "RCRRA") and Hansen, Thorp, Pellinen & Olson, Inc. (hereinafter the "SURVEYOR") on this ____ day of _____, 1997.

WITNESSETH:

WHEREAS, the RCRRA wishes to obtain a land survey of the Burlington Northern Railroad line between a point approximately ninety (90) feet north of Beam Avenue in Maplewood and Bald Eagle Junction in the City of White Bear Lake, and

WHEREAS, the SURVEYOR represents that it has the expertise to perform this survey, and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants of the parties herein, it is agreed between the parties as follows:

1. SCOPE OF PROJECT

The SURVEYOR shall prepare a land survey of the Burlington Northern Railroad line from a point approximately ninety (90) feet north of Beam Avenue in the City of Maplewood to Bald Eagle Junction in the City of White Bear Lake, Ramsey County. The survey shall comply with the specifications and general and special conditions stated in sections II and IV of the RCRRA's Request for Proposals, dated February 27, 1997, and which is attached hereto as Appendix A and incorporated herein by reference, and in paragraph 5 hereof.

2. TIME

The SURVEYOR shall complete its agreed upon work not later than sixty (60) days from the date this agreement is awarded by the RCRRA or the date upon which the RCRRA notifies the SURVEYOR, in writing, to begin work.

3. PERMITS/AUTHORIZATION

The RCRRA shall secure all necessary permissions for the SURVEYOR to enter onto railroad property for the purpose of conducting this survey. SURVEYOR needs to take the responsibility for staying within the permission given by the railroad.

4. PAYMENT

The SURVEYOR shall be paid a lump sum of Twenty-Nine Thousand Five Hundred Dollars (\$29,500) for completion of this project. Payment shall be made within 30 days of completion of the project and upon receipt of an invoice from the SURVEYOR.

5. In addition to the requirements enumerated in sections II and IV of Appendix A, the survey shall show the following:

- a) Lot and block lines and plat names for platted properties abutting the corridor.
- b) Adjacent street lines.
- c) Encroachments.
- d) Bearings, distances and curve line data of the center line and boundaries of the right-of-way.
- e) Traverse points and section corner coordinates.
- f) Show known street and utility crossings and structures.
- g) Right-of-way widths.
- h) Center line of track.
- i) Highway and street easement and permit data.

6. The survey shall be based upon the documents provided by the RCRRA to the SURVEYOR in accordance with the provisions of paragraph II B 2 of Appendix A, and such other documents or evidence of title or location as may be known to the SURVEYOR or as may, subsequent to the execution of this agreement, be provided to the SURVEYOR by RCRRA.

HANSEN, THORP, PELLINEN
& OLSON, INC.

By: Lloyd E. Paw
Its: Vice President

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____
Rafael Ortega, Chair

Funds are Available:

Account No. 59112 020192

Amount: \$ 29,500.00

Vern Wellen 6/25/97
Budgeting & Accounting

INSURANCE APPROVED:

Xenia H. Kaphr 6-27-97
Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant Ramsey County Attorney

APPENDIX A
REQUEST FOR PROPOSALS

for

Surveying Services

Issued by

Ramsey County Regional Railroad Authority

February 27, 1997

You are invited to submit a proposal to Ramsey County Regional Railroad Authority in accordance with this Request for Proposal (RFP).

REQUEST FOR PROPOSALS

Surveying Services

I. PROJECT INFORMATION

A. PROJECT DESCRIPTION

Ramsey County Regional Railroad Authority (RCRRA) is considering the acquisition of railroad right of way from the Burlington Northern Santa Fe (BNSF) Railroad Company.

A land survey of the BNSF property will be needed from a professional land surveyor, including the preparation of certificates of survey and legal descriptions, and the installation of boundary marking signs.

B. DEPARTMENT CONTACTS

Proposers may direct questions regarding this solicitation and prior to submission of their proposal to:

Kathryn DeSpiegelaere
Director
Ramsey County Regional Railroad Authority
Suite 665 RCGC-West
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2762

or

David Claypool
Ramsey County Surveyor
Suite 910
Ramsey County Government Center - West
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2620

II. SCOPE OF SERVICES

A. GENERAL

Land survey of BNSF railroad right of way in Ramsey County, Minnesota.

B. PROJECT TASKS

Project tasks shall be as follows:

1. The BNSF property to be surveyed comprises railroad right of way. The property is identified as being part of BNSF's Maplewood to Hugo Branch Line right of way, runs from 90 feet north of Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake (Exhibit A).
2. RCRRA shall provide the proposer with such record description of the property it has and any other documents affecting the description of the property or any easements affecting the property which are in its possession. Because this is railroad property, proposers should be aware that neither complete evidence of title nor precise legal descriptions are available for all of the property to be surveyed within the corridors.

The available material may be viewed in the office of:

David Claypool
Ramsey County Surveyor
Suite 910
Ramsey County Government Center - West
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2620

or a copy may be obtained by written request to David Claypool, Ramsey County Surveyor, at the above address.

3. The survey shall be based on the Ramsey County Coordinate System and tied into points determined by the Ramsey County Surveyor.
4. Unadjusted field survey data must meet a minimum closure ratio of precision of 1:20,000. Unadjusted field survey data shall be submitted along with the final adjusted survey to the Ramsey County Surveyor for approval.
5. The survey shall be drafted at a scale of 1" = 100' or larger.
6. Certificates of Survey are to be drafted on 20" by 30" reproducible film with a border as specified by the Ramsey County Plat Manual.

7. Monuments set to indicate property corners or centerline alignment as directed by the Ramsey County Surveyor shall be 1/2" I.D. pipe or 5/8" rebar, 18" long, or other as directed by the Ramsey County Surveyor. All traverse points established in this survey must be marked with 1/2" O.D. pipe or 1/2" rebar, 18" long with no less than 3 physical tie points. All monumentation must be capped and marked with the Registered Land Surveyor's license number.
8. Carsonite boundary marking signs, to be supplied by RCRRA, shall be installed along the boundary of the right of way by the proposer at locations specified by RCRRA. Installation tools will also be provided to the proposer by RCRRA.
9. All existing monumentation located in the field shall be indicated on the Certificate of Survey.
10. All encroachments shall be indicated on the Certificate of Survey.
11. All existing railroad mile markers or stationing monumentation shall be located in the field and indicated on the Certificate of Survey.
12. All certificates must have a north arrow. Bearings or azimuths must be based on the Ramsey County Coordinate System and indicated on an appropriate legend.
13. Where there are multiple sheets, match lines should be Government Survey Subdivisional Lines.
14. Field survey data must be submitted to the Ramsey County Surveyor in digital format compatible with AutoCAD version 12 or earlier. Alternately, a coordinate listing including point number, northing, easting, elevation, and description may be submitted in a comma-delimited ASCII file.
15. All existing easements of record shall be shown on the certificate of survey as directed by the County Surveyor's office.

The proposer should also submit a list of additional tasks the proposer believes are necessary to achieve the stated objectives and project goals.

III. EVALUATION AND SELECTION

A. TIMETABLE

February 27, 1997: RFP issued
March 25, 1997: Proposals due

B. VALID PROPOSAL

1. Proposal Contents.

In order for a proposal to be considered, it must conform to the following requirements:

- a. Proposals must be in writing, with five (5) copies submitted.
- b. The proposal must be received no later than 4:30 p.m. on March 25, 1997, at the following address:

Ms. Kathryn DeSpiegelaere
Ramsey County Regional Railroad Authority
Suite 665 RCGC-West
50 West Kellogg Boulevard
St. Paul, MN 55102

2. Final Submission Date of Proposals.

The failure to submit a proposal on time may be grounds for rejection of the proposal.

3. Withdrawal of Proposal/Changes.

A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to opening, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to RCRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.

4. Proposal Submission.

- a. The proposer should state a lump sum fee for services.
- b. The proposer should state the name, job title, and provide a brief summary of the education and experience qualifications of all professional and skilled personnel it intends to employ in performing this survey, and the percentage of each person's time which will be devoted to this survey.
- c. In addition to the above requirements, the proposer selected may be required to appear before the Board of RCRRA and such other bodies as RCRRA may from time to time request. These appearances will be in addition to the basic surveying function, and the proposer may charge, on an hourly basis, a separate fee for such appearances.
- d. The proposer shall provide the current billing rate for each person to be employed in performing this survey.
- e. The date the proposer will complete its work. This date shall be stated in days from the date of award of the contract by RCRRA.
- f. The response must include an original and four (4) copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.
- g. To facilitate proposal opening, the original copy (including any bid bond required) only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

IV. CONTRACT AWARD

1. Negotiations may be undertaken with the proposer(s) whose proposal, as determined by RCRRA, shows such proposer(s) to be most qualified, responsible, and capable of performing the work. Negotiations will be conducted between the successful proposer(s) and staff of RCRRA.
2. A lump-sum contract will be executed between the successful proposer(s) and RCRRA. The contract will include the terms set forth in Section V.B. of this RFP and the proposer's proposal.
3. RCRRA reserves the right to waive minor irregularities in the proposal request process.

V. CONDITIONS

A. SPECIAL CONDITIONS

The proposer, by submitting a proposal, agrees to the following special conditions:

1. Costs of Proposal.

RCRRA will not be responsible for any costs incurred by proposers in preparing proposals.

2. Independent Price Determination.

Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers or competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.

3. Reimbursement/Payment.

A maximum not-to-exceed fee will be allowed. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

4. Contingencies.

If addenda are needed, all recipients of the original RFP will be notified in writing.

5. Cancellation.

RCRRA reserves the right to cancel this request at any time.

B. GENERAL CONDITIONS

The following conditions must be included in the response to the RFP and any resulting contract:

1. Nonassignability.

The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of RCRRA.

2. Independent Contractor.

In the performance of this agreement, the Contractor is an independent contractor, and neither it, its agents, employees, assigns or other persons, while engaged in the performance of any work or services required to be performed by RCRRA under this agreement, shall be considered employees of RCRRA. Nothing contained in this Agreement shall be construed as creating the relationship of co-partners, joint venturers or an association between RCRRA and Contractor.

3. Hold Harmless.

The Contractor agrees to defend, indemnify, and hold RCRRA, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees, under the terms of this agreement.

4. Alteration.

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

5. Insurance.

- a. Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- b. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRA.

- 1) General Liability Insurance
Commercial General Liability Insurance
(ISO CGL)

Minimum Limits:

\$1,000,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed
operations total limit
\$1,000,000 personal injury &
advertising liability

The policy is to be written on an occurrence basis or as acceptable to the County's Risk Manager. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis and if coverage is provided for X, C, U hazards if applicable.

- 2) Automobile Liability Insurance

A) Minimum limit: \$1,000,000 combined
single limit

B) Coverage shall include hired, non-owned
and owned automobiles.

- 3) Workers' Compensation & Employer's
Liability

a) Workers' Compensation per Minnesota State statute

b) Employer's Liability shall have Minimum Limits:

\$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit

Other States Coverage

4) Professional Liability Insurance

Minimum limits:

\$600,000 per claim

\$600,000 aggregate

5) Fidelity bond (covering Contractor's employees having access to money) in a total amount of \$500 (if applicable).

6) License as required.

c. All certificates of insurance shall provide that the insurance company give RCRA thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.

e. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable certificate of insurance with the County Risk Manager. Copies of insurance policies shall be submitted to the County upon request.

f. Nothing in this contract shall constitute a waiver by County of any statutory limits or exceptions on liability.

g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a B+.

- h. On the certificate, agent shall certify that the agency carries error and omissions coverage.

6. Non-Conforming Services.

The acceptance by RCRRA of any non-conforming services under the terms of this agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of RCRRA provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.

7. Waste Reduction.

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

8. Setoff.

Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to RCRRA for damages sustained by RCRRA by virtue of any breach of this Agreement by the Contractor. RCRRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRA from the Contractor is determined.

9. Equal Employment Opportunity.

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex,

marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law and requested by RCRRA, the Contractor shall furnish a written affirmative action plan.

10. Termination.

- a. With Cause. RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by RCRRA. In the event that RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor specifying the extent of such suspension or termination under this Paragraph, the reasons therefor, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.
- b. Without Cause. RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

11. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. Access to Documents.

- a. RCRRA, its authorized representative, or the State Auditor shall have full access to all records relating to the performance of this Agreement.
- b. The Contractor agrees to maintain records relative to all services provided by it under the terms of this Agreement and shall retain all such documentation for seven years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon request of RCRRA or its authorized representative.

13. Data Practices.

All data collected, created, received, maintained or disseminated for any purpose in the course of Contractor's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, other applicable state statutes, any state rules adopted to implement the Act or other statutes, and any federal statutes and regulations on data privacy. The Contractor agrees to comply strictly with these statutes, rules and regulations.

14. Conflict of Interest.

The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify RCRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise RCRRA whether Contractor will or will not resign from the other engagement or representation.

15. Interpretation of Agreement; Venue.

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be

venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

16. Term.

This Agreement shall be in force and effect from the date approved by RCRRRA through _____ or until earlier terminated by the parties hereto pursuant to this Agreement.

17. Entire Agreement.

This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

ISSUE DATE (MM/DD/YY)

Certificate No. 00032675

CERTIFICATE OF INSURANCE

04/30/97

PRODUCER

COBB STRECKER DUNPHY & ZIMMERMANN, INC.
150 SO. 5th ST., SUITE 2000
MINNEAPOLIS, MN 55402

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER ACOMPANY
LETTER B

YOUR INSURANCE CARRIER

COMPANY
LETTER CHAS BEEN RATED "A"
BY A.M. BEST AND CO.COMPANY
LETTER DCOMPANY
LETTER E

CONTINENTAL CASUALTY COMPANY

INSURED

HANSEN, THORP, PELLINEN, OLSON
7565 OFFICE RIDGE CIRCLE
EDEN PRAIRIE MN 55344

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Liability Limits	
A	GENERAL LIABILITY				General Aggregate	\$.00
	[] Commercial General Liability				Products-Comp/Ops Aggregate	\$.00
	[] Claims Made				Personal & Advertising Injury	\$.00
	[] Occurrence				Each Occurrence	\$.00
	[] Owner's & Contractor's Prot.				Fire Damage (Any One Fire)	\$.00
					Medical Expense (Any One Person)	\$.00
B	AUTOMOBILE LIABILITY				CSL	\$.00
	[] Any Auto				Bodily Injury Per Person	\$.00
	[] All Owned Autos (Priv Pass.)				Bodily Injury Per Accident	\$.00
	[] All Owned Autos (Other)				Property Damage	\$.00
	[] Hired Autos					
	[] Non-Owned Autos					
	[] Garage Liability					
C	EXCESS LIABILITY				Each Occurrence \$.00	Aggregate \$.00
	[] Umbrella Form					
	[] Other Than Umbrella Form					
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory	
					\$.00 (Each Accident)	
					\$.00 (Disease Policy Limit)	
					\$.00 (Disease Each Employee)	
E	OTHER ARCHITECTS & ENGR'S PROF LIABILITY (Claims Made Basis)	AEN004315078	11/16/96	11/16/97	\$ 600,000.00 Any One Claim \$ 600,000.00 Annual Aggregate.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
LAND SURVEYING ON BURLINGTON NORTHERN SANTA FE RIGHT OF WAY

This policy covers the PROFESSIONAL SERVICES of the named insured for all projects
& the limit of liability shown shall not be construed to be applied to this project only.

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL RAIL AUTHORITY ATTN:
KATHRYN DESPIEGELAERE
50 WEST KELLOGG BLVD.
ST. PAUL MN 55102

CANCELLATION

Should Any Of The Above Described Policies Be Cancelled Before The
Expiration Date Thereof, The Issuing Company Will Mail 30 Days
Written Notice To The Certificate Holder Named To The Left.

AUTHORIZED REPRESENTATIVE

[Signature]

CERTIFICATE OF INSURANCE - WORKERS' COMPENSATION & LIABILITY ONLY

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below. Limits shown may have been reduced by paid claims.

Project: LAND SURVEYING ON BURLINGTON NORTHERN SANTA FE RIGHT OF WAY

Certificate Holder: RAMSEY COUNTY REGIONAL RAIL AUTHORITY ATTN: KATHRYN DESPIEGELAERE

AMENDED

Address: RCGC WEST, SUITE 665, 50 WEST KELLOGG BLVD. ST. PAUL MN 55102

Arch/Engr:

Insured: HANSEN, THORP, PELLINEN, OLSON

Address EDEN PRAIRIE MN 55344

Agent: COBB STRECKER DUNPHY & ZIMMERMANN, INC. Address 150 SO. 5th ST., SUITE 2000
MINNEAPOLIS, MN, 55402

WORKERS' COMPENSATION

Policy No. CWC0118109

Effective Date 09/29/96

Expiration Date 09/29/97

Insurance Company GENERAL CASUALTY COMPANY

COVERAGE - Workers' Compensation, Statutory. Employers' Liability Limit

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease Employee Limit

GENERAL LIABILITY

Policy No. CCI0118109

Effective Date 09/29/96

Expiration Date 09/29/97

Insurance Company GENERAL CASUALTY COMPANY

() Claims Made

(X) Occurrence

() Owner's & Contractor's Protective

() Other

LIMITS:

General Aggregate Limit (Other Than Products - Completed Operations) \$2,000,000

Products - Completed Operations Aggregate Limit \$2,000,000

Personal & Advertising Injury Limit \$1,000,000

Each Occurrence Limit \$1,000,000

COVERAGE PROVIDED:

Operations Of Contractor

YES

Governmental Immunity Is Waived

NO

Operations Of Sub-Contractor(Contingent)

YES

Property Damage Liability Includes:

Does Personal Injury Include

Damage Due To Blasting

YES

Claims Related To Employment?

YES

Damage Due To Collapse

YES

Completed Operations/Products

YES

Damage Due To Underground Facilities

YES

Contractual Liability (Broad Form)

YES

Broad Form Property Damage

YES

Exceptions: ADDITIONAL INSURED: RAMSEY COUNTY REGIONAL RAIL AUTHORITY

AUTOMOBILE LIABILITY

Policy No. CBA0118109

Effective Date 09/29/96

Expiration Date 09/29/97

Insurance Company GENERAL CASUALTY COMPANY

(X) Any Auto

(X) All Owned Autos

() Scheduled Autos

(X) Hired Autos

(X) Non-Owned Autos

LIMITS:

Bodily Injury

\$ Each Person

\$ Each Occurrence

-OR-

Property Damage

\$ Each Occurrence

Combined Single Limit

\$500,000 Each Occurrence

Exceptions:

UMBRELLA EXCESS LIABILITY

Policy No. CCI0118109

Effective Date 09/29/96

Expiration Date 09/29/97

Insurance Company GENERAL CASUALTY COMPANY

LIMITS:

Single Limit Bodily Injury

\$2,000,000

Each Occurrence

And Property Damage

\$2,000,000

Aggregate

COVERAGE PROVIDED:

Applies in excess of the coverages listed above for Employers' Liability, General Liability, and Automobile Liability.
YES

Are any deductibles applicable to bodily injury or property damage on any of the above coverages?

If so, list. NO

Amount

\$

AGENT CARRIES ERRORS AND OMISSIONS INSURANCE? YES

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the parties to whom this certificate is issued.

Dated at Minneapolis, MN

On 04/30/97

By

Authorized Insurance Representative

Certificate No. 00032674

C A T E L L U S



DUPLICATE LETTER AGREEMENT

June 20, 1997

Ms. Kathryn DeSpiegelaere
Director of Light Rail Transit Planning
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Re: Survey of BNSF Right of Way (Beam Avenue to CP Rail/BNSF Junction)

Dear Ms. DeSpiegelaere:

This refers to Ramsey County Regional Railroad Authority's request to perform a survey of the Burlington Northern and Santa Fe Railway Company's right of way lying between Beam Avenue in Maplewood to the junction of the BNSF and CP Rail System's railroad tracks in White Bear Lake, Minnesota. Total length of the right of way is approximately 5.3 miles, more or less. The purpose of the survey in connection with the potential transfer of the right of way.

Subject to Ramsey County Regional Railroad Authority assuming any and all risks and liabilities for all accidents to persons and/or losses to personal properties that may be caused or created by the survey activities, there is no objection to the county arranging to perform and complete a survey of the land. Permission to occupy the right of way for purposes of the survey activities shall expire 90 days after the date of this letter. Completing a survey of the right of way shall not imply that the railroad will agree to a transfer of the same land or any part thereof.

Ramsey County Regional Railroad Authority and any contractors involved in the survey activities shall become acquainted with and comply to the CONTRACTOR GENERAL SAFETY REQUIREMENTS which are attached hereto as Exhibit "A".

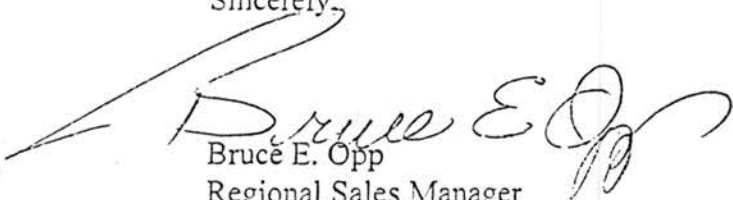
Assuming the above terms are acceptable, please arrange for acceptance of the agreement by signing both copies of this Letter Agreement and return one for my records.

C A T E L L U S



Catellus Management Corporation is acting as agent for the Burlington Northern Santa Fe Corporation.

Sincerely,


Bruce E. Opp
Regional Sales Manager

THE TERMS FOR PERFORMING SURVEY ACTIVITY ARE HEREBY AGREED
TO AND ACCEPTED:

Ramsey County Regional Railroad Authority

By: _____

Title: _____

Date: _____

CONTRACTOR GENERAL SAFETY REQUIREMENTS

CONTRACTOR GENERAL SAFETY REQUIREMENTS

Safety is of prime importance in performing any of the service under the Company's contract. The Company does not in any manner assume the control or responsibility of the Contractor to provide safe working conditions for the Contractor's employees or subcontractors in requiring the Contractor to follow the Company's general safety requirements. The Contractor is responsible for compliance with Federal and State laws and any government regulations, including those related to Track Work Protection when work is conducted around tracks.

Work in the proximity of a railroad track is potentially dangerous. The Contractor and its employees, subcontractors and invites are governed by the following Safety Rules and General Safety Requirements while on Company property. The Contractor is responsible for enforcement of these rules and requirements. The Company has the right to bar the Contractor, its employees, subcontractors and invites from working on Company property if the Company deems such persons are acting in an unsafe manner.

Safety rules cannot be all-inclusive. Workers must refrain from unsafe and improper practices, including both the violation of written rules and regulations, and rules of common sense.

1. The use of alcoholic beverages, intoxicants, narcotics, marijuana or other controlled substances by employees subject to duty or their possession or use while on duty or on Company property is prohibited. Workers must not report for duty under the influence of any alcoholic beverage, intoxicant, narcotic, marijuana or other controlled substance, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response or safety.
2. Scuffling, horseplay, practical jokes and all conduct of a similar nature is prohibited.
3. All vehicle accidents resulting in damage to Company property will be reported immediately to the Engineer.

Exhibit "A"

CONTRACTOR GENERAL SAFETY REQUIREMENTS

4. All persons are prohibited from having firearms or other deadly weapons, including knives with a blade in excess of three inches, in their possession while on duty or on Company property, except those authorized to have them in the performance of their duties or those given special permission.
5. Good housekeeping is of the utmost importance in the prevention of accidents, injuries and fires. Clean-up will be conducted on a daily basis.
6. Tools or work materials must not be left in close proximity to tracks.
7. Throwing waste, garbage, bottles, refuse, or other such materials on Company property or disposing of such at other than designated locations is prohibited. Each Contractor will provide refuse containers at the work site and empty them on a daily basis.
8. Objects which constitute a slipping or tripping hazard must not be left in walking areas.
9. Open fires or fires in barrels are not allowed on Company property unless appropriate permits are acquired.
10. In all cases, established route of travel in and about the property must be used.
11. Railroad vehicles have an unquestioned right-of-way in all circumstances relating to work on or about the track area.
12. Workers must not wear or use anything which impairs vision or hearing. Listening to personal radios or tape players is prohibited while on duty.
13. All contractor employees working on the Company's property will be required to wear OSHA approved safety glasses with side shields, hard hats and above-the-ankle, lace-up, safety toe boots with a defined heel and high visibility retro-reflective orange vests. During inclement weather, proper clothing to protect against frostbite, etc., will be worn. Particular attention to footing and the use of proper footwear is essential. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations. Office employees restricted to office work will not be required to comply.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

14. All workers will become familiar with and be capable of recognizing railroad equipment adjacent to the tracks.
15. Walking, stepping or standing on rails or ties, or sitting on any part of track structure except in performance of duty is prohibited. NOTE: The term "track structure" means the space between the rails and within eight feet outside the rails, unless otherwise specified.
16. Workers are prohibited from tampering with switches or any other railroad equipment unless it is necessary for work operation and only in the presence of an authorized railroad worker.
17. Workers must not go underneath rail cars. They must not occupy rail cars except in performance of their duty.
18. Workers must not cross tracks by crossing over or between cars that are coupled together.
19. Workers must not attempt to catch onto or ride any moving railroad equipment, even though it may be moving slowly.
20. Workers must not take refuge from rain, heat, etc., under or in cars or other rail equipment.
21. Workers are warned that trains, locomotives or cars may be expected at any time, on any track, in either direction, and that they must watch for and keep clear of such movements. Workers must take extra precaution to be on the lookout for approaching trains, especially when working in multiple track territory, when field of vision is limited, or when noisy equipment is in use. A portable air horn may be used by a designated person to warn workers of approaching trains or equipment. Under certain conditions, trains and equipment can approach without being heard. Proper attention and protection are essential to personal safety when working near railroad tracks.
22. Workers shall not work on the track, between tracks in multiple track territory, or nearer than 25 feet to the track without proper flag protection provided by the Company, unless the track is protected by track bulletin and work has been authorized by the Company.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

23. Any work within 25 feet of the rail, without consideration to height, must be stopped in the clear to acknowledge approaching and passing trains.
24. Work in tunnels, on bridges and overpasses must be done in accordance with a safety plan agreed upon by the Engineer or his representative prior to beginning work in these areas. When work is being done in tunnels, specific requirements must be met and work done under the Company's supervision.
25. Do not wave arms or objects violently except in an emergency; this is a STOP signal.
26. Workers must not make any movement toward an approaching train or operate machinery in a manner that would cause the engineer to believe that the track is going to be fouled.
27. Crossing tracks immediately in front of moving equipment is prohibited.
28. When necessary to cross any track, look both ways and keep at least 25 feet from the nearest end of stationary rail cars.
29. Machines may be operated across tracks only at established grade crossings. If it is necessary to do so at any other location, it may be done only with permission of and under the supervision of the Engineer or his representative on site.
30. Some rails are conductors of electrical current and are integral parts of the railroad's operating system. Devices that could shunt this electrical current must not be laid across rails. No hand or portable tools will be left on the rails at any time. Use a wooden lath to provide separation when making measurements adjacent to the tracks.
31. Machines or vehicles must not be left unattended with the engine running. If a machine is left unattended, it must be in gear with brakes set. If it is equipped with blade, pan or bucket, that must be lowered to the ground.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

32. All machinery and equipment left unattended on the right-of-way must be left inoperable and secured against movement.
33. When leaving work site areas at night and over weekends, the areas must be left in a condition that will ensure that railroad employees who might be working in the area are protected from all hazards. Any open pits or holes shall be covered securely and a physical barrier such as a fence placed around the opening.
34. Machinery or equipment shall not be stored or left temporarily near a highway grade crossing in such a manner as to interfere with the sight distances of persons approaching that crossing. Prior to beginning work, the Contractor, with concurrence of the Engineer or his representative on site, will establish a storage area.
35. Cutting or knocking down trees or moving rocks and other materials that might fall on the track structure or on communications or power lines is prohibited, unless done with the approval and supervision of the Engineer or his representative.
36. Workers must not create and leave any condition at the work site that would interfere with water drainage.
37. Safeguards and safety signs must be kept in place and in good condition. It is the responsibility of the Contractor to provide same.
38. Each person in charge of a work party must be familiar with the Mile Post location of the area in which work is being performed so that in cases of emergencies the exact location may be given to Company personnel.
39. In cases of emergency, it may be necessary for the Contractor's employees or agents to flag and stop approaching trains. Flagging equipment should consist of red fuseses and/or red flags.
40. When emergency flagging is necessary, Workers should protect against trains moving in both directions.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

41. If required to perform emergency flagging, Workers must understand that a great distance is required in which to stop a moving train. The railroad flagger must be at least 1.5 miles from the point being protected in order to provide minimum distance for the locomotive engineer to stop the train. A stop signal is given by swinging the lighted fusee or red flag at right angle to the track, but the engineer will recognize the stop signal if given violently in any manner from a point near the track. Workers, when giving a stop signal, must not stand on or within fouling distance of the track, as normally the engineer will not have the required stopping distance to stop short of the point where the signal is being given.
42. When an emergency exists or if any hazard is noticed on passing trains, the Engineer or his representative on site must be notified immediately.
43. High frequency radios (not CB's) shall be used by all crews for emergency communications between crews.
44. Radio transmitters must not be operated when located less than 250 feet from blasting operations.
45. When it is necessary to create a hazardous condition in performing work on or in the vicinity of a track, proper protection must be afforded in accordance with a safety plan submitted to and approved by the Engineer or his representative prior to creating the hazardous condition, as well as taking any other precautions that may be necessary to protect the condition.
46. Before excavating, it must be ascertained by the Contractor if there are underground electric wires, cables, or pipe lines in the vicinity. Excavating on the right of way could result in damage to buried cables resulting in delay to railroad traffic. Before any excavation commences, contact the BNSF signal and track representative in charge of the area. All underground and overhead wires are to be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area before excavating.

CONTRACTOR GENERAL SAFETY REQUIREMENTS

47. If obstructions are encountered that do not appear on drawings, the Engineer must be notified immediately before continuing excavation in the area. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.
48. All excavations regardless of depth will be shored where there is any danger to track structure or personnel.
49. No excavation will be left uncovered or unprotected overnight.
50. Holes or trenches in the vicinity of the track must be covered, guarded and protected when not being worked on.
51. Excavations, trenches or pits on or adjacent to public roads will be physically protected and denoted by highway barriers with flashing lights when not in use.
52. All excavations will be backfilled as soon as possible.
53. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For lines rated 50KV or below, minimum clearance between the lines and any part of the equipment or load shall be 10 feet. For lines rated over 50KV, minimum clearance between the line and any part of equipment or load shall be 10 feet plus 0.4 inches for each 1KV over 50KV. If the capacity of the line is not known, minimum clearance of 20 feet must be maintained. A person shall be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.
54. All work over water will meet State and Federal regulations.
55. When Contractor employees are required to work on the Company property after normal working hours or on weekends, the Company representative in charge of the project must be notified. No one will be allowed to work alone during the times specified above. When it is necessary to work during these times, a minimum of two employees are required to be present. This could be a Company employee with a Contractor employee or two Contractor employees.

7

CONTRACTOR GENERAL SAFETY REQUIREMENTS

56. Equipment and vehicles must operate at a safe speed, being aware of operating conditions as well as other equipment and persons working in close proximity. Extreme caution must be exercised at all grade crossings.
57. IN ALL CASES OF DOUBT OR UNCERTAINTY, THE SAFEST COURSE MUST BE TAKEN.

CONTRACTOR'S ACKNOWLEDGEMENT:

Company

By: _____
Title: _____
Date: _____

WORK SITE LOCATION:

Town: _____
State: _____
Project # _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/30/97
Date

Board Action Requested

Transit and Transportation
Legislative Update

Discussion Only

Request Justification

- See attached (1) Memorandum from T. Lindeke and N. Riley
(2) Memorandum from K. DeSpiegelaere on Transit and Welfare Reform

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

7/8/97 Board Date *K. DeSpiegelaere* Signature 6/30/97 Date



Office of the County Manager

Terry Schutten, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 612-266-8000
Fax: 612-266-8039

MEMORANDUM

=====

TO: Honorable Commissioners, Regional Rail Authority
FROM: Terry Lindeke *Terry*
Nick Riley *Nick*
DATE: June 30, 1997
SUBJECT: Transit and Transportation Legislation

At the July 8, 1997, Regional Rail Authority meeting, staff are prepared to present an overview of 1997 state legislation affecting transit and transportation. Attached is a summary of accomplishments and issues still to be resolved.

Purposes for this discussion with Commissioners are:

- o To present an overview of outcomes from the 1997 legislative session in the areas of transit and transportation.
- o To solicit ideas for the 1998 legislative session in these areas.

This material has been prepared by staff from the County Manager's Office, the Regional Rail Authority, and the Department of Public Works. Staff who prepared the material will be available to present the information and answer questions regarding it.

cam

Attachment

TRANSIT AND TRANSPORTATION POLICY

LEGISLATIVE DISCUSSION

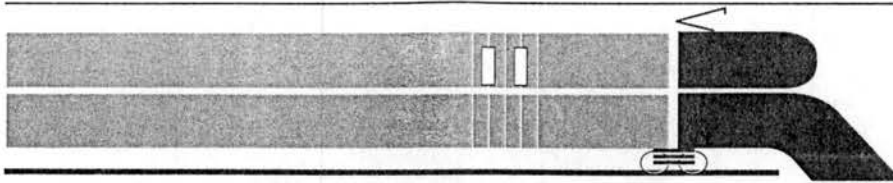
1997 LEGISLATIVE SESSION

- What was accomplished
 - **State Aid Bonding for Maintenance Facilities**
 - **Remove Noise Standard for Counties**
 - **Allow MN/DOT to Loan Funds to the Turn-back Account**
 - **Fully fund Transit in the Metro Area**
 - **Transit Funding for Welfare Reform**
- What remains unresolved
 - **Dedicated Transit Funding**
 - **CSAH Formula Change**
 - **More Highway Funding**

1998 UNRESOLVED ISSUES

- **Ford Bridge Funding**
- **State Aid to Whitebear Township and other small cities in Ramsey County**
- **CSAH Formula Change**
- **More Highway Funding**
- **Dedicated Funding for Transit**
- **Riverview Corridor Funding**
- **Funding for Welfare Related Transit**

6/30/97



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere *KD*

Subject: Transit/Welfare Reform Update

Date: June 30, 1997

As a result of state legislation enacted in 1997, an appropriation of \$2 million for the biennium was made available to counties in the metro area for welfare-related transportation. Ramsey County's annual allocation is likely to be slightly more than \$300,000, which is based on the number of clients in each county. The state funding would need to be augmented with other funds.

The Metropolitan Council, beginning in March, convened work groups of county, nonprofit, employers and other groups and developed a proposed approach to welfare reform that includes:

1. Fare assistance -- transit passes would be able to be purchased at a 50% discount for clients for the first three months of their employment.
2. Employer incentives -- employers would be assisted with \$100 per month for the first three months for each new employee who was previously on welfare and needs transportation to work.
3. Hire a driver -- clients interested in a driving career would be trained and would transport clients to work for a period of up to six months to earn work experience. Drivers would be paid through county training funds, welfare to work funds and other funding sources.
4. Agency trip reimbursement -- welfare to work funds would reimburse trips provided by agencies for their clients to get to training or to jobs up to \$2 per trip for up to three months.

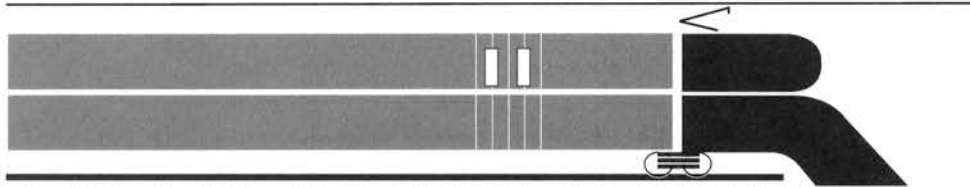
5. Flexible -- a portion of the allocation to counties is proposed to be flexible, and could be used for any of the previously listed programs or other programs.

A county liaison is to be appointed by each county. Tim Mayasich is Ramsey County's liaison to the Council on this issue.

At the same time that a program is being developed for the \$2 million distribution, Ramsey County is participating in an Action Team that resulted from the June Future Search conference. The Action Team is planning to apply for a McKnight grant for transit and is developing information on how best to meet transit needs of welfare clients. The Action Team includes consumer representatives, employers, job placement agency representatives, Metropolitan Council and Ramsey County. I am the convener of the group for now, and expect that permanent co chairs will be selected some time in the future.

Recommendation:

For your information.



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Agenda

Ramsey County Regional Railroad Authority Meeting

Tuesday, July 22, 1997

1:00 PM or after Board Meeting

Third Floor Council Chambers

1. * Minutes of July 8, 1997
 2. * Riverview Corridor Study ---
 - A. Authorize Director to approve a budget adjustment in the amount of \$115,000;
 - B. Approve the contract with SRF for an amount not to exceed \$115,000 for Riverview Corridor work;
 - C. Authorize the Chair of the Regional Railroad Authority to execute the contract;
 - D. Authorize the Director to execute funding agreements or contracts with other contributing governmental units subject to approval by County Attorney, Risk Management and Budgeting and Accounting
- * Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BOARD MEETING

JULY 8, 1997

The Ramsey County Regional Railroad Authority met on Tuesday, July 8, 1997, in Council Chambers.

MEMBERS PRESENT: Chairman Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Victoria Reinhardt
Commissioner Jan Wiessner
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Dino Guerin

OTHERS PRESENT: Dave MacMillan, County Attorney;
Terry Schutten, County Manager;
Terry Lindeke, County Manager
Staff; Karen Tero, County Manager
Staff; Vern Wehlage, B&A; Tim
Benetti, RCRRA (R/W specialist);
Jeanne Walz, Commissioner Wiessner's
Assistant; Kathy DeSpiegelaere,
Ramsey County RRA; Judy Procai,
Administrative Assistant.

Chairman Ortega called the meeting to order at 3:40 PM.

1. Accept the minutes of the Ramsey County Regional Railroad Authority Board meetings of June 24, 1997

Motion by Commissioner Bennett, seconded by Commissioner Haigh to accept the minutes from the June 3, 1997 RCRRA meeting.

Ayes - 6, Nays - 0
Motion accepted.

2. Approve the survey contract with Hansen, Thorp, Pellinen & Olsen for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in

White Bear Lake and authorize the Chair to execute the contract, and authorize the Director to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

Motion by Commissioner Bennett, seconded by Commissioner Haigh to accept the following resolution:

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has by resolution expressed an interest in acquisition of property owned by Burlington Northern Santa Fe Railroad from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake; and

WHEREAS, A land survey of the BNSF property is needed from a professional land surveyor, including the preparation of certificates of survey and legal descriptions, and

WHEREAS, On February 27, 1997, a request for proposals was issued for survey services to 14 surveying firms; and

WHEREAS, Proposals were received from three surveying firms:

Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie - \$29,500

Comstock & Davis, Minneapolis - \$64,000

Stransky & Associates, Inc. Roseville - \$147,500; and

WHEREAS, The proposal from Hansen, Thorp, Pellinen & Olson, Inc. (HTPO) meets the requirements of the Ramsey County Regional Railroad Authority and is clearly the lowest cost proposal; Now, Therefore, Be It

RESOLVED, That a contract with HTPO is approved by the Railroad Authority; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract on behalf of the Authority; And Be It Further

RESOLVED, That the Director of Ramsey County Regional Authority is authorized to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

The motion passed with Commissioner Reinhardt abstaining

because she is acquainted with one of the respondents.

Commissioner Rettman asked that at a subsequent meeting information be provided on the connection of this proposed line to Hinckley.

Commissioner Wiessner asked for a work session with an overview of planning issues before the Regional Railroad Authority. Other Commissioners agreed.

3. Transit and transportation legislation.

Terry Lindeke outlined some of the transit and transportation issues in the last legislative session. Kathy DeSpiegelaere discussed transit and welfare reform. There is \$2 million available for the biennium for transit/welfare reform for the seven county metro area.

Commissioners offered the following suggestions:

- Make sure there is a match between clients and provider proposals -- are they serving the population we know has needs? The county has to help say who needs help.
- Check on community based programs -- Summit U/Frogtown Youth Enrichment runs vans -- talk to them about local solutions.
- Look at school buses.
- Contact Roseville Family Collaborative.
- Talk to RAP, SPRC, Children's Initiative -- the challenge is coordination.
- Try to come up with a model that works. We need to go back to the legislature and tell them our results.

Caseworkers might connect clients to community services, in some cases by driving them or giving them a bus pass.

Additional transit legislative suggestions were:

- Bonding should be sought for the Riverview Corridor. Costs will be needed.
- Diking for the airport.
- Dedicated funding for transit. Call together a meeting of elected officials, city and others, plus legislators through the Metro LRT Joint Powers Board. Another forum

is the Ramsey County League meeting in October. Commissioner Bennett suggested a smaller meeting of St. Paul, Washington and Ramsey Counties might suffice.

- Consider a park/ride in New Brighton at the old MacGillis site. Add several other points of access to transit throughout the metro area and county.
- Address the loss of inner city bus routes and the need for additions.
- Have a longer term program, bigger than the bonding program.
- Look at what came out of the strategic plan on transit.
- Ford bridge -- Comm. Ortega is working on a proposal with that group.
- Ask for additional funding for transit related to welfare reform.
- Bring a proposal back to the Railroad Authority.

Commissioner Bennett moved that the Railroad Authority Chair send thank you letters to those involved with the commuter rail demonstration project, including Commissioners Rettman and Reinhardt.

The meeting adjourned at 4:25 PM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/11/97
Date

Board Action Requested

Riverview Corridor Study:

- A. Authorize budget adjustment of \$115,000
- B. Approve contract with SRF for amount not to exceed \$115,000
- C. Authorize Chair to execute the contract
- D. Authorize Director to execute funding agreements with other governmental units subject to approval by County Attorney, Risk Management and Budgeting and Accounting

Request Justification

See attached:

- 1. Proposed resolution
- 2. Memorandum from K. DeSpiegelaere
- 3. Proposed contract

Budgeting and Accounting

County Attorney

Risk Management

Mailee Jones 7/12/97

Deborah K. Miller

James G. Kapler 7-15-97

Documentation certified complete for:

July 22, 1997

Board Date

Edith Kowalski
Signature

July 15, 1997

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

(page 1 of 2)

WHEREAS, Ramsey County Regional Railroad Authority authorized its staff to issue a request for proposals for a transit study of the Riverview Corridor and for transit patronage forecasts for the Hiawatha Corridor; and

WHEREAS, Four proposals were received and were reviewed by staff from the Metropolitan Council, Hennepin County Regional Railroad Authority and Ramsey County Regional Railroad Authority; and the staff recommendation is that a contract be executed with the firm of SRF, Minneapolis, Minnesota, for an amount not to exceed \$115,000; and

WHEREAS, Funding for the project is proposed to come from:

Metropolitan Council	\$24,750
Hennepin County Regional Railroad Authority	\$10,400
Ramsey County Regional Railroad Authority	\$32,750
Minnesota Department of Transportation	\$47,100
TOTAL	\$115,000

AND, WHEREAS, The Ramsey County Regional Railroad Authority will be the contracting entity for both elements of the project;

NOW, THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of the Authority to approve a budget adjustment in the amount of \$115,000 which includes the transfer of \$32,750 as Ramsey County's share of the project from the Authority's match in the Phase II preliminary engineering study of the Midway Corridor (59105) budget to fund the Riverview Corridor Study and Hiawatha Corridor patronage forecasts; and Be It Further

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

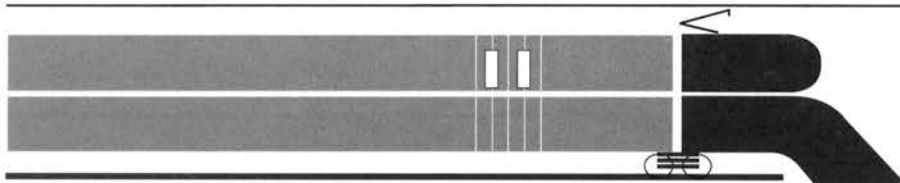
(page 2 of 2)

RESOLVED, That the Ramsey County Regional Railroad Authority approves the contract with SRF for an amount not to exceed \$115,000 and authorizes its Chair to execute the contract; and

BE IT FURTHER RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of the Authority to execute any funding agreements or contracts with the other governmental units that will be participating in the cost of the project, subject to approval by the County Attorney, Risk Management and Budgeting and Accounting.

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere

Subject: Riverview Transit Corridor Study

Date: July 11, 1997

In April, you authorized staff to issue a request for proposals for the Riverview Transit Corridor study and Hiawatha Corridor ridership forecasts. Proposals were received from the following firms:

BRW, Minneapolis	\$245,632
Parsons Transportation Group, Minneapolis	\$138,800
Parsons Brinckerhoff, Minneapolis	\$260,780
SRF, Minneapolis, MN.....	\$115,000

Staff of the City of St. Paul, Metropolitan Council, Hennepin County Regional Railroad Authority and Ramsey County received copies of the proposals. The recommendation of staff was to negotiate a contract for the work with SRF.

SRF has experience in related projects. It is the consulting firm that has worked on Shepard Road, Hiawatha Avenue, Ramsey County Comprehensive LRT Plan, Dakota County Comprehensive LRT Plan, St. Paul Access to Transit Study and Comprehensive Operations Analysis for Metropolitan Council Transit Operations. The firm has experience in transit forecasting, a specialized area of expertise.

This contract now includes work being done on the Hiawatha Corridor, as well as the Riverview Corridor. Ramsey County will be the contracting entity for both elements of work.

The funding for the project is proposed to come from:

Metropolitan Council	\$24,750
Hennepin County Regional Railroad Authority	\$10,400
Minnesota Department of Transportation	\$47,100
Ramsey County Regional Railroad Authority	\$32,750

The proposed contract and work program are Attachment 1.

Recommendation:

A resolution which authorizes the Chair to enter into the contract and approves a budget adjustment for the Ramsey County Regional Railroad Authority's portion of the funding is attached.

CONTRACT

This agreement is entered into between the RAMSEY COUNTY REGIONAL RAIL AUTHORITY (hereafter RCRRA) and SRF CONSULTING GROUP, INC. (hereafter Contractor) on this _____ day of _____, 1997.
WITNESSETH:

WHEREAS, the RCRRA desires to obtain professional consulting services to assess needs, determine objectives and evaluation measures, to measure the results of transit improvements in the Riverview Transit Corridor.

NOW, THEREFORE, the RCRRA and the Contractor, in consideration of the mutual promises and covenants herein set forth, agree as follows.

SECTION I: BASIC SERVICES OF THE CONTRACTOR

1. The Contractor agrees to perform professional services in connection with this agreement as hereinafter stated.
2. The Contractor shall serve as the RCRRA's professional representative in the consulting phase of the project to which this agreement applies, and shall give consultation and professional advice to the RCRRA during the performance of these services.
3. The Contractor shall perform the projects tasks identified in Section II hereof, in accordance with the schedule stated therein and in conjunction with the general conditions outlined in section III hereof.

SECTION II: PROJECT TASKS

1. Contractor shall perform all tasks identified in the attached Exhibit A, which is incorporated herein and made a part hereof by reference.

SECTION III: GENERAL CONDITIONS

1. NONASSIGNABILITY

The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of RCRRA.

2. INDEPENDENT CONTRACTOR

In the performance of this agreement, the Contractor is an independent contractor, and neither it, its agents, employees, assigns, or other persons, while engaged in the performance of any work or services required to be performed by RCRRA under this agreement, shall be considered employees of RCRRA. Nothing contained in this agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between RCRRA and Contractor.

3. HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold RCRRA, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act, error or omission on the part of the Contractor, or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees, under the terms of this agreement.

4. ALTERATION

Any alteration, variation, modification, or waiver of the provisions of this agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

5. INSURANCE

- A. Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- B. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of insurance shall be issued evidencing such coverage to the RCRRA.

1) General Liability Insurance

Commercial General Liability Insurance (ISO CGL)

Minimum Limits:

\$1,000,000 each event limit
1,000,000 general aggregate
1,000,000 products/completed operations total limit

1,000,000 personal injury and advertising liability

The policy is to be written on an occurrence basis. Certificate of insurance must indicate if the policy is issued on a claims made or occurrence basis and coverage shall include contractual liability coverage either on a blanket basis or specifically naming this agreement. This should be indicated on a certificate of insurance.

2) Automobile Liability Insurance

- a. Minimum Limit:
\$1,000,000 combined single limit
- b. Coverage shall include hired, non-owned and owned automobiles.

3) Worker's Compensation & Employer's Liability

- a. Worker's compensation per Minnesota state statute
- b. Employer's liability shall have minimum limits:
 - \$ 500,000 per accident
 - \$ 500,000 per employee
 - \$ 500,000 per disease policy limit

4) Professional Liability Insurance on a Project Specific Basis

Minimum Limits
\$1,000,000 per claim
\$1,000,000 aggregate

- C. All certificates of insurance shall provide that the insurance company give RCRRRA 30 days prior written notice of cancellation, non-renewal or any material changes in the policy, with the exception of the professional liability coverage. SRF shall give RCRRRA 30 days prior written notice of cancellation, nonrenewal or any material changes in the professional liability policy.
- D. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.
- E. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable certificate of insurance with the county risk manager. Copies of insurance policies shall be submitted to the county upon request.
- F. Nothing in this contract shall constitute a waiver by the county

of any statutory limits or exceptions on liability.

- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a B+.
- H. On the certificate, agent shall certify that the agency carries error and omissions coverage.

6. NON-CONFORMING SERVICES

The acceptance by RCRRA of any non-conforming services under the terms of this agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of RCRRA provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.

7. WASTE REDUCTION

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications, and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

8. SETOFF

Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to RCRRA for damages sustained by RCRRA by virtue of any breach of this agreement by the Contractor. RCRRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRA from the Contractor is determined.

9. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law and requested by RCRRA, the Contractor shall furnish a written affirmative action plan.

10. TERMINATION

- A. With Cause. RCRRA reserves the right to suspend or terminate this agreement if the Contractor violates any of the terms or conditions of this agreement or does not fulfill in a timely and proper manner its obligations under this agreement as determined by RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this paragraph, it shall submit written notice to the Contractor specifying the extent of such suspension or termination under this paragraph; the reasons therefor, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this agreement.
- B. Without Cause. RCRRA may terminate this agreement without cause and for any reason whatsoever upon giving at least 30 days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

11. COMPLIANCE WITH APPLICABLE LAW

The Contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Contractor's performance of the provisions of this agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. ACCESS TO DOCUMENTS

- A. The RCRRA, its authorized representative, or the state auditor shall have full access to all records relating to the performance of this agreement.
- B. Contractor agrees to maintain records relative to all services provided by it under the terms of this agreement and shall retain all such documentation for seven (7) years following the termination of this agreement. Such records shall be made available for audit or inspection at any time upon request of RCRRA or its authorized representative.

13. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of Contractor's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, other applicable state statutes, any state rules adopted to implement the act or other statutes, and any federal statutes and regulations on data privacy. Contractor agrees to comply strictly with these statutes, rules and regulations.

14. CONFLICT OF INTEREST

Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify RCRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise RCRRA whether Contractor will or will not resign from the other engagement or representation.

15. INTERPRETATION OF AGREEMENT; VENUE

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the district court of the County of Ramsey, Second Judicial District, State of Minnesota.

16. TERM

This agreement shall be in full force and effect from the date approved by RCRRA through March 31, 1998, or until earlier terminated by the parties hereto pursuant to this agreement.

17. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

SECTION IV: PAYMENT

1. As and for payment to Contractor for completion of the project tasks stated in Section II hereof, the RCRRA shall pay to the Contractor no more than One Hundred Fifteen Thousand Dollars (\$115,000). In the event this agreement is terminated by either party prior to completion of all tasks in section II, the Contractor shall be paid for actual work performed on the basis of the hourly rates identified in the attached Exhibit B.

2. The Contractor shall be paid monthly upon receipt of invoice and supporting documentation by the RCRRA. Professional service fees shall be documented with a payroll cost breakdown including the name of the employee, his or her classification, hourly billing rate per Exhibit B, hours worked, and total cost for each period. Overtime or premium pay for work or services performed is not authorized.
3. All payments to the Contractor shall be subject to a retainage of 5% pending final acceptance of the technical reports, supporting documentation, and products identified in section II hereof. Upon final approval of Contractor's work by the RCRRA, all sums retained under the provisions of this section shall be remitted to Contractor.

RAMSEY COUNTY
REGIONAL RAIL AUTHORITY

SRF CONSULTING GROUP, INC.

By: _____
Rafael Ortega, Chair
Ramsey County Regional
Railroad Authority

By: Robert B. Rose
Its: President

APPROVED AS TO FORM:

By: [Signature]
Assistant County Attorney

RECOMMEND FOR APPROVAL

By: [Signature]
Director
Light Rail Transit Planning

RISK MANAGEMENT

By: [Signature]
7/15/97

BUDGETING & ACCOUNTING

Funds Available: ~~45~~ \$32,750
Account No. 59105 020102

By: [Signature]

Task 1: Project Initiation, Data Collection and Coordination

Purpose:

The purpose of this task is to define in detail the scope of work, the schedule for completing the work, and the responsibilities of each agency and the consultant. Agreement will be reached on the methodologies that will be used and the data required for the study. Meeting schedules and locations will be determined and a product review process will be established. The background data required for consultant work tasks will be collected and reviewed.

Task Elements:

1. Meet with the RCRRA Project Manager and appropriate staff from the Metropolitan Council and the HCRRA to agree on the scope of services, agency responsibilities, methodologies and schedule.

The Riverview alignment options that will be evaluated are:

- I-35E
- Shepard Road
- Railroad corridor
- West 7th Street
- A combination or hybrid of the above

2. Collect and review previous studies relevant to the Riverview Corridor, and existing data needed for the consultant work tasks (any new data collection is assumed to be the responsibility of the agencies).
3. Prepare base maps for each corridor using existing mapping. If available, GIS data and mapping files will be used.

The Riverview transit options that will be evaluated initially for the alternative alignments include:

- Light rail transit (I-35E, Shepard Road and Railroad)
- Bus in exclusive right-of-way, HOV lane or on shoulder (I-35E, Shepard Road and Railroad)
- Express bus in mixed traffic lanes (7th Street)

4. Prepare a brief memorandum summarizing the above decisions.
5. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution to the PMT and Community Task Force (CTF).

6. Prepare for and attend a meeting of the CTF to discuss background information, scope of services, methodologies and schedule.

Products:

Technical Memorandum (one review)
Base Maps for Riverview and Hiawatha Corridors (GIS if available)
Schedule of Meetings and Product Delivery

Agency Responsibilities:

New data collection
Provision of all relevant previous studies and existing data
Selection of alternative alignments and transit options
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

To be completed by July 15.

Task 2: Objectives, Desired Outcomes and Evaluation Criteria

Purpose:

The purpose of this task is to determine the objectives or desired outcomes for transit service in the Riverview Corridor and the criteria for evaluating the alternatives. The role of transit in implementing urban policies will be addressed in this task including: remediation and reuse of brownfields, parking management policies, transit service connecting homes and jobs for welfare clients and low-income people, livable community goals, new urbanism opportunities, growth management policies, and opportunities for enhanced urban design.

The consultant's role in this task will be limited to review and comment as a member of the PMT.

Task Elements:

1. Meet with the PMT to discuss issues related to objectives, outcomes and evaluation criteria; and review technical memorandum prepared by agency staff.
2. Prepare for and attend meeting of CTF to participate in discussion of objectives, outcomes and evaluation criteria.

Products:

Technical Memorandum (prepared by agency staff).

Agency Responsibilities:

All substantive work on this task.
Preparation of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

To be completed by July 15.

Task 3: Assess Engineering Feasibility of the Riverview Alignment Alternatives

The purpose of this task is to determine the feasibility of constructing light rail transit, exclusive busways or separate transit or HOV lanes in the alternative alignment corridors. Work will be based on the assumption that, to be feasible, a transit option must be able to be accommodated with a minimal amount of acquisition (primarily in station locations or to accommodate design requirements such as grades or curvature). This evaluation will be based on the accepted guidelines in the Twin Cities for the design of light rail lines, exclusive busways and HOV or bus lanes. An initial evaluation of each alignment option will be done based on a typical cross-section width for each transit option. This "first cut" evaluation will determine the basic feasibility of each alignment for the various transit options. The alignment alternatives will then be reviewed for the remaining transit options to identify potential "fatal flaws" related to physical problems such as topography, bridges and protected land uses. These problem areas will be evaluated in somewhat greater detail to determine if there are likely to be feasible design solutions for the remaining transit options. Where needed, sketches will be prepared to illustrate possible design approaches or realignment options. The end result of this task will be an initial screening of alternatives based on engineering feasibility.

Task Elements:

1. Map the physical features of four alignments including existing right-of-way width, existing land uses and typical structure setbacks, topographic conditions, natural resources, cultural resources, bridges, station opportunities, and other unique physical features. This task will be based on available information with limited field verification.
2. Document operational features of four alignments including existing vehicle use (automobiles, trucks, trains, buses, bicycles, pedestrians), on-street parking, signalized and non-signalized intersections, loading areas, bus stops and other unique operational

features. This task will be based on available information. Any new data collection will be completed by the agencies.

3. Develop typical cross-sections for transit options including light rail transit, exclusive transitway, HOV lane. Cross-sections will be based on currently accepted guidelines for the design of transit facilities in the Twin Cities area.
4. Determine typical dimensions for other transit option features such as clearances, grade requirements, station footprints, minimum curvatures. Currently accepted guidelines for the design of these facilities in the Twin Cities area will be used to complete this task.
5. Using the typical cross-sections and typicals for other design features, determine which transit options can be accommodated in each alignment alternative without extensive right-of-way acquisition. Identify potential fatal flaws in each alignment alternative requiring additional feasibility study (up to five locations). Examples of areas of concern include:
 - Crossing of the Mississippi River
 - Transitions between top and bottom of the river bluff
 - Connection to the Hiawatha Corridor
 - Penetration of the downtown area
 - Historic structures and roadway network in Fort Snelling area
6. Meet with the PMT to review corridor inventories and findings of engineering evaluation. The PMT will determine which alignments and transit options should be dropped due to engineering constraints and will determine which problem areas require additional feasibility study.
7. Develop sketch concepts illustrating location and design options for addressing up to five problem areas. If any transit options cannot be accommodated, the alternatives considered and the reasons the option cannot be constructed will be documented. In some cases, a hybrid alignment may be developed to address a particular design problem.
8. Identify potential hybrid alignments.
9. Meet with the PMT to review design options for problem areas and consultant recommendations. The PMT will select up to four major and four minor alternatives for preparation of ridership forecasts.
10. Prepare technical memorandum documenting corridor inventories, feasibility evaluations, design concepts for up to five problem areas, and PMT recommendations for alignment and transit option screening.

11. Revise technical memorandum based on one PMT review and prepare 25 copies for distribution.
12. Prepare for and meet with the CTF to discuss corridor inventories, feasibility evaluations, design concepts for problem areas, and PMT recommendations for alignment and transit option screening.

Products:

Technical memorandum
Presentation graphics for corridor inventories, alignment alternatives, typical cross-sections, and sketch design concepts

Agency Responsibilities:

Provision of all existing data regarding the physical and operational characteristics of the alignment alternatives
Screening of alignment alternatives and transit options based on feasibility evaluation
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Can be started as soon as basic alignments and transit options are identified (Task 1).
To be completed by August 1.

Task 4: Land Use and Redevelopment Potential

Purpose:

The purpose of this task is to "develop information on short term and long term plans for redevelopment in the Riverview Corridor and the potential for transit-friendly land uses." The consultant does not have any responsibilities for this work task.

Task Elements:

Task elements to be determined by the responsible agencies.

Products:

Technical memorandum.

Agency Responsibilities:

This task is completely the responsibility of the City of St. Paul, the St. Paul Port Authority, the Riverfront Commission and the Metropolitan Council. In addition, project staff will be responsible for:

Preparation and review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Can be started immediately.
To be completed by July 15.

Task 5: Define Transit Service Characteristics for Alternative Alignments

Purpose:

The purpose of this task is to specify the service assumptions for ridership forecasts. Service characteristics that will be defined include: (1) feeder bus service network, (2) transit stops in corridor, (3) transit vehicle type, size, speed, (4) transit fares, (5) park/ride availability and locations. Short-term (2010) and long-term (2020) assumptions regarding transit service in the corridor will be determined. The appropriateness of commuter rail or personal rapid transit will also be addressed. However, given many previous transit studies in the Twin Cities metropolitan area, it is assumed that these transit modes will not be applicable to the Riverview Corridor and, therefore, no forecasts, service planning or detailed evaluation will be done for these transit options.

Task Elements:

1. Review regional guidelines for light rail and bus transit service planning, existing and planned fare structures and previous service planning for the Hiawatha and Riverview Corridors.
2. In cooperation with agency staff, determine appropriate regional assumptions as input into the ridership forecasting relative to transit fares, parking costs, park/ride locations and size, regional transit system, etc.
3. Based on regional guidelines, determine transit service assumptions for up to four major and four minor alternatives including type of vehicle, frequency of service, location of stops, and vehicle speeds.

4. Based on regional guidelines and with assistance from MCTO, develop feeder bus system assumptions and code a feeder bus system configuration for forecasting purposes. Minor variations in the system will be made as necessary for up to four major and four minor alternatives.
5. Meet with the PMT to review the transit service assumptions for the alternatives and revise as appropriate based on their review and comment.
6. Prepare a draft technical memorandum summarizing the transit service assumptions for the alternatives. Review with PMT.
7. Revise technical memorandum based on one PMT review and prepare 25 copies for distribution.
8. Prepare for and meet with the CTF to review transit service assumptions for the alignment/transit option alternatives.

Products:

Technical memorandum
Presentation graphics illustrating the feeder bus service and transit service characteristics of each alignment and transit concept

Agency Responsibilities:

Review and approval of transit service characteristics and feeder bus network
Assist in preparing feeder bus network plans (MCTO)
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Can be started as soon as basic alignments and transit options are identified (Task 1).
To be completed by August 15.
Must be completed before ridership forecasts can be done for alternatives.

Task 6: Prepare Ridership Forecasts

Purpose:

The purpose of this task is to set up the regional travel forecasting model and to prepare transit ridership forecasts for the Hiawatha Corridor between downtown Minneapolis, the airport and the Mall of America, and forecasts for the Riverview Corridor between the lower east side and

the Mall of America. Forecasts will be prepared for the years 2010 and 2020 for up to four major and four minor alternatives in the Riverview Corridor and two options in the Hiawatha Corridor.

Forecasts for the Hiawatha Corridor will be prepared for two options: (1) light rail transit to the airport and Mall of America, and (2) bus in exclusive transitway to Crosstown. South of the Crosstown, the bus option alignment will be determined by the PMT and may be a transitway, on shoulder, in mixed traffic or a hybrid. Forecasts will be prepared for service to the MOA with a stop at the airport.

Forecasts for the Riverview Corridor will be prepared for up to four major alternatives and four minor alternatives. Transit service plans for the Riverview Corridor will be developed by the PMT for the corridor.

The existing 1995 transit network used by the Metropolitan Council in its forecasts reflects conditions in existence in 1994. Since that time, the regional transit system has undergone extensive fare restructuring and service modifications. These changes must be incorporated into the modeling process to ensure that application of the models realistically reflects the system as it now operates. The work program assumes that the consultant will be responsible for coding these changes into the models but that the MCTO will be responsible for identifying appropriate changes based on current and future transit policies.

A thorough review of current transit services in the Hiawatha and Riverview corridors is needed to ensure that transit ridership changes due to the various alternatives reflect the effect of those alternatives and not some spurious effect caused by mis-representation of current transit service.

The Metropolitan Council will provide 1995, 2010 and 2020 zonal level socioeconomic data and highway network information and will do any coding necessary to update TAZ and network information. The demographic forecasts should include existing and planned development and redevelopment along both the Riverview and Hiawatha Corridors.

Task Elements:

1. Review the existing models and existing transit service in the Riverview and Hiawatha Corridors. Generalized service and fare changes will be made in the models for the areas outside the corridors under study. Transit service changes within the Hiawatha and Riverview corridors will be made within the models as determined by the MCTO. Following review of the model inputs and coding the required changes, the model will be run to estimate current transit volumes. This will provide a baseline comparison to actual route-level transit ridership
2. Review future highway network and demographic inputs. The 2010 and 2020 zonal socioeconomic data and highway networks will be set up by Metropolitan Council for use in the transit forecasts. Once 2020 forecasts are prepared, year 2010 forecasts will be prepared using a combination of the regional model and pivot-point analysis of other

model runs. These forecasts will reflect planned development and redevelopment of sites along the corridor as identified by the PMT.

Task 6A: Ridership Forecasts for the Hiawatha Corridor

Task Elements:

1. Code the Hiawatha busway alternative. Update transit line and link cards from the previous Hiawatha LRT work, as necessary. The existing LRT feeder bus and guideway TRANPLAN network can serve as the initial basis for the Hiawatha busway alternative. The busway transit service configuration will be identified by the PMT for the corridor. Prepare new transit links and line changes to reflect the desired busway network. One busway alternative will be modeled for the Hiawatha Corridor.
2. Model the ridership on the Hiawatha Corridor busway alternatives using the regional travel forecast model. The full battery of regional forecast model components, including auto ownership, trip generation, trip distribution, mode choice, and highway and transit assignment will be run to take advantage of the model's sensitivity to transit service changes and congestion in estimating travel choices.
3. Refine Hiawatha busway forecast to reflect forecast demand. Following the initial model runs, a single iteration with revised service frequencies will be run. One busway sub-alternative will be modeled for the Hiawatha Corridor.
4. Code Hiawatha LRT alternative. Review the TRANPLAN-based transit networks previously coded for the Hiawatha LRT corridor for compatibility with the busway alternative transit service plan and the existing regional model transit network. The main difference between the busway network and LRT network will be that some busway routes will be converted into LRT feeder routes. Modify the TRANPLAN busway network, as necessary, to reflect the LRT service configuration.
5. Model the ridership on the Hiawatha Corridor LRT alternative using the regional travel forecast model. One LRT service configuration will be modeled for the Hiawatha Corridor.
6. Refine the Hiawatha LRT forecast. Following the initial model runs, a single iteration with revised service frequencies will be run. One LRT sub-alternative will be modeled for the Hiawatha Corridor.
7. Meet with the PMT to review the Hiawatha forecasts and make refinements as appropriate.

8. Prepare a technical memorandum summarizing the transit ridership forecasts for the Hiawatha Corridor.
 - Daily ridership on guideway
 - Daily guideway boardings and alignments by station
 - Daily ridership by feeder route
 - Peak and off-peak maximum volume on guideway
 - Park-and-ride demand by parking site
9. Revise the technical memorandum based on one PMT review and make 25 copies for distribution.

Products:

2010 and 2020 ridership forecasts for Hiawatha Corridor (two major and two minor alternatives)
Technical Memorandum
Presentation graphics and tables illustrating the 2010 and 2020 ridership forecasts
Presentation graphic illustrating assumed locations for park/ride lots

Agency Responsibilities:

Review and approval of all forecasting parameters (networks, fares, etc.)
Determination of appropriate park/ride sites and assumed sizes
Review and approval of the 2010 and 2020 ridership forecasts
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Model updating can be started immediately.
Ridership forecasts cannot be started until alignment alternatives and transit options for each alignment are defined (Tasks 1, 3 and 5)
To be completed by September 15

Task 6B: Prepare Forecasts for Riverview Corridor

Task Elements:

1. Code up to four major and four minor alternatives. Prepare transit links and line changes to reflect the desired transit network and code for the TRANPLAN-based regional model. Bus alternatives will include both guideway and mixed use operation, and will be appropriately coded. Modify the TRANPLAN networks, as necessary, to reflect LRT,

busway or mixed use configurations. It is assumed that the main difference between the busway network and LRT network will be that some busway routes will be converted into LRT feeder routes.

2. Model the 2010 and 2020 transit ridership on the Riverview Corridor LRT and busway alternatives using the regional travel forecast model. The full battery of regional forecast model components, including auto ownership, trip generation, trip distribution, mode choice, highway and transit assignment will be run to take advantage of the model's sensitivity to transit service changes and congestion in estimating travel choices.
3. Refine the major Riverview alternatives.
4. Code model and analyze up to four minor Riverview alternatives. Following the initial model runs, a single iteration with revised service frequencies (to reflect forecast demand) will be made. Forecasts will be prepared for up to four sub-alternatives, reflecting minor variations on the main alternatives. These forecasts will be made using a combination of the regional model and pivot-point analysis of the various model runs.
5. Meet with the PMT to review ridership forecasting results for the Riverview Corridor and refine as needed.
6. Prepare a technical memorandum summarizing the transit ridership forecasts for the Riverview Corridor.
 - Daily ridership on guideway
 - Daily guideway boardings and alightings by station
 - Daily ridership by feeder route
 - Peak and off-peak maximum volume on guideway
 - Park and ride demand by parking site
7. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution.
8. Prepare for and meet with the Community Task Force to discuss the ridership forecasts for the Riverview Corridor alternatives.

Products:

2010 and 2020 ridership forecasts for Riverview Corridor (four major and four minor alternatives)
Technical Memorandum
Presentation graphics and tables illustrating the 2010 and 2020 ridership forecasts
Presentation graphic illustrating assumed locations for park/ride lots

Agency Responsibilities:

- Review and approval of all forecasting parameters (networks, fares, etc.)
- Determination of appropriate park/ride sites and assumed sizes
- Review and approval of the 2010 and 2020 ridership forecasts
- Review of technical memorandum
- Meeting arrangements, coordination and minutes
- Mailings and distribution of technical memorandum

Schedule:

- Model updating can be started immediately.
- Ridership forecasts cannot be started until alignment alternatives and transit options for each alignment are defined (Tasks 1, 3 and 5)
- To be completed by September 15.

Task 7: Estimate Construction and Operating Costs

Purpose:

The purpose of this task is to prepare general cost estimates for the alignment/transit alternatives for which ridership forecasts were completed. Cost estimates will be based on current unit costs for transit system elements based on information from Mn/DOT, RCRRA, HCRRA, MC, MCTO. Cost estimates will be inclusive of vehicles, park/ride facilities, stations, right-of-way, a share of yards-and-shops cost, and a share of the cost of the downtown circulation system. Unit costs are proposed as follows:

- Cost per lane mile or track mile
- Cost per station based on standard RRA specifications
- Cost per square foot of bridge and retaining wall (gross estimate of square footage)
- Cost per vehicle
- Cost per parking space for park/ride lots
- Cost per intersection for at-grade intersection operation

Per mile unit costs will be applied where typical costs are expected based on the feasibility evaluation in Task 3. The more specific unit costs will be applied where there are unique conditions such as at the crossing of the Mississippi River. These costs will then be totaled and a percentage contingency factor will be applied to account for items such as engineering costs and traffic management during construction. Right-of-way and vehicle costs will be added to construction costs for a total generalized estimate of expected implementation cost.

Task Elements:

1. Assemble currently used unit costs for light rail, transitway and HOV lane from Mn/DOT, MC, HCRRA, RCRRA, MCTO. Review these unit costs to ensure that they are consistent with current Minnesota construction and material costs.
2. Identify those areas that can be estimated using a per lane mile or track mile unit cost. Develop a generalized estimate of quantities (e.g., estimated square footage of bridge, number of stations, etc.) for the special areas. Estimate number of vehicles based on expected ridership. Develop a spreadsheet for cost estimates and input quantities and unit costs.
3. Develop a generalized estimate of right-of-way requirements and estimate right-of-way cost based on assessment records. The work program assumes that right-of-way costs will be estimated by the County or the City using existing Assessor records.
4. Prepare operating cost estimates based on expected ridership, headways and other transit operating characteristics for each alignment/transit option, using unit operating cost per vehicle mile of travel. Operating cost estimates should include any increases or decreases in feeder bus costs based on increases or decreases in feeder bus miles. The work program assumes that MCTO will be responsible for the development of operating cost estimates.
5. Estimate annual cost per annual transit rider based on annualized capital costs plus annual operating costs divided by annual ridership.
6. Review construction and operating cost estimates with the PMT and make revisions as needed.
7. Prepare technical memorandum documenting the construction and operating cost estimates for the alignment/transit option alternatives.
8. Meet with the CTF to review construction and operating cost estimates for the alternatives.

Products:

Construction and operating cost estimates
Technical memorandum
Presentation materials regarding construction and operating unit costs and cost estimates

Agency Responsibilities:

Provision of unit costs currently being used by MCTO and the RRAs for transit facility construction, right-of-way acquisition, vehicle acquisition, operating costs, etc.
Review and approval of unit costs and construction and operating cost estimates

Preparation of operating cost estimates (MCTO)
Preparation of right-of-way cost estimates (County or City)
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Can be started as soon as alignment alternatives and transit service characteristics are defined.

Cannot be completed until ridership forecasts are completed.

To be completed by September 15.

Task 8: Evaluate Riverview Alternatives

Purpose:

The purpose of this task is to evaluate the alignment/transit service alternatives based on the objectives, desired outcomes and evaluation criteria identified in previous tasks. This information will then be used to develop recommendations on additional analysis that is needed, recommendations on short-term and long-term transit improvements, and a recommendation on the need for a federal Major Investment Study. A "sketch level" evaluation will be completed and is appropriate for this stage in the planning process.

Task Elements:

1. Review the objectives, desired outcomes and evaluation criteria and determine the data required to complete the evaluation. The work program assumes that this evaluation will be completed using existing data. If new data is required, it is assumed that the lead agencies will collect the data.
2. Evaluate the alignment/transit service alternatives based on desired outcomes:
 - Transit ridership
 - Congestion/accidents
 - Economic development potential
 - Cost/subsidy
3. Identify any potential "fatal flaws" for alternatives:
 - Impact on access
 - Safety and/or congestion impacts
 - Environmental impacts

- Development impacts
 - Right-of-way requirements and availability
 - Land use compatibility
 - Connections to major trip generators
 - Construction impacts
 - Linkages to other transportation modes (particularly Hiawatha Corridor)
4. Develop an evaluation matrix that compares the benefits and costs of the transit alternatives. Meet with the PMT to review the findings of the evaluation and develop short-term and long-term recommendations for transit improvements.
 5. Revise the evaluation matrix based on one PMT review. Prepare a draft technical memorandum for one PMT review.
 6. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution.
 7. Prepare for and meet with the CTF to review the findings of the evaluation and PMT recommendations.

Products:

Evaluation matrix
Technical memorandum
Presentation materials regarding evaluation of alternatives

Agency Responsibilities:

Determination of objectives, outcomes and evaluation criteria (Task 2)
Review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

Can be started as soon as alignment inventories are completed (Task 3)
Cannot be completed until Tasks 1-7 have been completed.
To be completed by October 15.

Task 9: Determine Next Steps

Purpose:

The purpose of this task is to develop short range and long range transit improvement recommendations for the Riverview Corridor. Issues requiring additional analysis will be identified; and recommendations will be made regarding the next steps which should be taken to move toward implementation. These steps will vary depending on the recommendations but may include a recommendation for preparation of a federal Major Investment Study. This task will be primarily the responsibility of the RCRRA and the MC. However, the consultant will assist in developing recommendations on both improvements and next steps.

Task Elements:

1. Based on the evaluation of alignment/transit alternatives and the likelihood of funding, develop recommendations for short range and long range transit improvements. Identify issues that require additional analysis and develop recommendations for addressing those issues. Identify other tasks that need to be accomplished to implement the transit recommendations and develop a recommended schedule for implementation. Determine if a federal Major Investment Study is needed.
2. Meet with the PMT to discuss staff/consultant recommendations and refine recommendations as needed.
3. Prepare a technical memorandum summarizing implementation recommendations.
4. Meet with the CTF to discuss the recommended implementation strategy and schedule.

Products:

Recommendations on short term and long term transit improvements in the Riverview Corridor
Schedule of recommended future tasks
Technical memorandum
Presentation materials illustrating short term and long term transit improvement recommendations and schedule of recommended future tasks

Agency Responsibilities:

Recommendations on short term and long term transit improvements in the Riverview Corridor
Schedule of recommended future tasks
Preparation and review of technical memorandum
Meeting arrangements, coordination and minutes
Mailings and distribution of technical memorandum

Schedule:

To be completed by November 1.

Task 10: Prepare Draft and Final Reports

Purpose:

A draft report providing detailed documentation of the ridership forecasts, engineering feasibility studies and alternatives evaluation will be prepared. The intended audience of the project report is agency staff who will need a greater level of detail to complete comparable studies in the future and to answer technical questions that may arise during the implementation process. In addition, a draft executive summary of not more than 30 pages will be prepared. The executive summary will highlight the study process, especially the Community Task Force involvement, and will briefly outline the findings of the ridership forecasting, engineering feasibility studies, cost estimates and alternatives evaluation. The intended audience of the executive summary is both decision-makers and the general public. For this audience, it is important that the document be very readable, short and to the point. These reports will be reviewed by the PMT and CTF with revisions as appropriate following their review.

Task Elements:

1. Meet with project staff to determine the focus, content and organization of the draft report and executive summary.
2. Revise draft report and executive summary and review with Project Management Team.
3. Revise draft report and executive summary and review with Community Task Force.
4. Complete final report and final executive summary and distribute as appropriate.

Products:

Draft report (10 copies)
Draft executive summary (10 copies)
Final report (10 copies)
Final executive summary (10 copies)

Agency Responsibilities:

Review of draft report and draft executive summary
Approval of final report and executive summary
Meeting arrangements, coordination and minutes
Mailings and distribution of draft and final reports and executive summaries

Schedule:

Draft report and draft executive summary to be completed by October 30.
PMT and CTF reviews to be completed by November 30.
Final report and final executive summary to be completed by December 31.

Task 11: Agency Coordination and Community Participation

Purpose:

The purpose of this task is to ensure that there is broad community participation in the development of transit recommendations for the Riverview Corridor and broad community support for those recommendations over both the short term and long term. The agencies will have primary responsibility for this task with assistance by the consultant in preparing presentation materials and in presenting technical information.

This task will revolve around work with the Community Task Force which, according to the RFP, will have representatives from at least the following groups:

Capitol River Council
Highland Area Community Council
West Seventh Federation
Lowertown Redevelopment Corporation
West Seventh Community Center
Dayton's Bluff Community Council
St. Paul Area Chamber of Commerce
Building Owners and Managers Association
Capitol City Partnership
Highland Business Association
West End Commercial Club

The RFP also states that there will be a "transportation fair" as part of the community participation plan. It is our understanding that the transportation fair is conceived as being an educational forum on transit and may include a number of other agencies as well as the agencies participating in this project. For the work plan, it is assumed that we would not be involved in the transportation fair except to provide presentation aids used as part of CTF meetings.

It is anticipated that the CTF will meet approximately monthly during the course of the proposed project. Our proposal is based on the assumption that we will prepare for and participate in up to eight CTF meetings as stated in the RFP.

Task Elements:

1. Establish calendar for CTF meetings and any organizational issues, such as identifying a Task Force Chair.
2. Prepare meeting notices and agendas and send in advance of each meeting along with materials prepared for review at that CTF meeting.
3. Prepare for, including presentation materials and handouts, and attend CTF meetings as directed by the project staff.
4. Prepare meeting notes and mail to the CTF, PMT and others as appropriate.

Products:

Meeting notices and agendas
Meeting handouts and presentation materials
Meeting minutes

Agency Responsibilities:

Determination of Task Force membership and organization
Preparation of meeting notices and agendas
Review of meeting handouts and presentation materials
Meeting arrangements, coordination and minutes
Mailings and distribution of materials

Schedule:

Ongoing activity.
Staff meetings to be held approximately bi-weekly.
PMT meetings to be held approximately monthly.
CTF meetings to be held approximately monthly.

CLIENT: RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONSULTANT: SRF CONSULTING GROUP, INC.

PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
1.0	PROJECT INITIATION, DATA COLLECTION AND COORDINATION						
1.1	Meet with PMT to refine scope and schedule	3	3	0	0	0	6
1.2	Collect and review previous studies	0	0	4	0	0	4
1.3	Prepare base maps (GIS if available)	0	4	0	16	0	20
1.4	Prepare technical memo	0	4	0	0	2	6
1.5	Revise technical memo	0	1	0	0	1	2
1.6	Prepare for and attend CTF	3	3	0	0	2	8
	SUBTOTAL TASK 1	6	15	4	16	5	46
2.0	DETERMINE OBJECTIVES, DESIRED OUTCOMES AND EVALUATION CRITERIA						
2.1	Meet with PMT	3	3	0	0	0	6
2.2	Prepare for and attend CTF	3	3	0	0	0	6
	SUBTOTAL TASK 2	6	6	0	0	0	12
3.0	ASSESS ENGINEERING FEASIBILITY OF RIVERVIEW ALIGNMENT ALTERNATIVES						
3.1	Map physical features for up to four alignments	0	0	4	16	0	20
3.2	Document operational features based on existing data	0	4	16	0	0	20
3.3	Develop typical cross-sections	0	2	0	4	0	6
3.4	Review and confirm design concept guidelines	0	2	0	0	0	2
3.5	Determine ability of up to four alignments to accommodate transit options; identify areas with design problems	4	16	32	8	0	60
3.6	Meet with PMT	3	3	0	0	0	6
3.7	Develop sketch concepts for up to five problem areas such as: - Mississippi River Crossing - Transitions at Bluff - Hiawatha connections - Penetration into downtown - Fort Snelling area	8	40	40	24	0	112
3.8	Identify potential hybrid alignment alternatives	2	4	4	0	0	10
3.9	Meet with PMT to select up to five alignment alternatives and modes for forecasting purposes (assumes 2 exclusive bus, 2 bus in mixed traffic, 2 LRT and one hybrid)	3	3	0	0	0	6
3.10	Prepare technical memo	2	4	0	0	2	8
3.11	Revise technical memo	1	2	0	0	2	5
3.12	Prepare for and meet with CTF	3	3	0	4	2	12
	SUBTOTAL TASK 3	26	83	96	56	6	267



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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	
4.0	LAND USE AND REDEVELOPMENT POTENTIAL	0	0	0	0	0	0
	Task is agency responsibility						
	SUBTOTAL TASK 4	0	0	0	0	0	0
5.0	DEFINE TRANSIT SERVICE CHARACTERISTICS FOR ALTERNATIVE ALIGNMENTS						
5.1	Review bus and LRT service planning guidelines	0	2	0	0	0	2
5.2	Determine regional assumptions	2	4	0	0	0	6
	- Transit fares						
	- Parking costs						
	- Regional transit system						
	- Circulation systems for downtown St. Paul and downtown Minneapolis						
5.3	Determine transit service assumptions for each alignment/transit alternative (MCTO will update to 1997)	0	4	4	0	0	8
5.4	Develop feeder bus networks (one basic network with small variations for alignments and modes) in coordination with MCTO	4	16	0	0	0	20
5.5	Code feeder bus networks (assumes intern hired by SRF)	0	40	0	120	0	160
5.6	Meet with PMT	3	3	0	0	0	6
5.7	Prepare technical memo	2	4	8	0	4	18
5.8	Revise technical memo	1	2	0	0	2	5
5.9	Prepare for and meet with CTF	3	3	0	0	2	8
	SUBTOTAL TASK 5	15	78	12	120	8	233
6A.0	PREPARE RIDERSHIP FORECAST FOR HIAWATHA CORRIDOR						
6A.1	Review existing model	0	8	4	8	0	20
6A.2	Review future highway network and demographic inputs (MC will update TAZ files)	0	8	4	0	0	12
6A.3	Code Hiawatha busway (one alignment from downtown to MOA)	0	8	8	20	0	36
6A.4	Refine Hiawatha busway model	0	4	0	16	0	20
6A.5	Code Hiawatha LRT (one alignment from downtown to MOA)	0	4	0	16	0	20
6A.6	Model and analyze Hiawatha LRT and busway	2	8	4	8	0	22
6A.7	Refine models	0	8	0	8	0	16
6A.12	Meet with PMT	4	4	0	0	0	8
6A.13	Prepare technical memo	2	8	8	0	4	22

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
6A.14	Revise technical memo	2	4	4	0	2	12
6A.15	Prepare for and meet with CTF	4	4	0	0	0	8
SUBTOTAL TASK 6A		14	68	32	76	6	196
6B.0 PREPARE FORECASTS FOR RIVERVIEW CORRIDOR							
6B.1	Review existing model	0	8	4	8	0	20
6B.2	Review future highway network and demographic inputs	0	8	4	0	0	12
6B.3	Code four major Riverview alternatives (7th Street, railroad, I35E, Shepard Road)	0	24	24	80	0	128
6B.4	Model and analyze four major Riverview alternatives	8	24	16	24	4	76
6B.5	Refine major Riverview alternatives	0	12	12	40	4	68
6B.6	Code model and analyze four minor Riverview alternatives (examples are: modal variations, hybrids, park/ride, combined Riverview and Hiawatha)	0	24	16	40	4	84
6B.7	Meet with staff & PMT	4	4	0	0	0	8
6B.8	Prepare technical memo	2	8	8	0	4	22
6B.9	Revise technical memo	2	4	4	0	2	12
6B.10	Prepare for and meet with CTF	4	4	0	0	2	10
SUBTOTAL TASK 6B		20	120	88	192	20	440
7.0 ESTIMATE CONSTRUCTION AND OPERATING COSTS							
7.1	Assemble current unit costs	0	0	4	0	0	4
7.2	Develop generalized quantity estimates	0	2	8	0	0	10
7.3	Develop generalized estimate of right-of-way costs (agency responsibility)	0	0	0	0	0	0
7.4	Assist MCTO in preparing operating cost estimates	2	4	0	0	0	6
7.5	Estimate annual cost per rider	0	2	2	0	0	4
7.6	Review cost estimates with PMT	3	3	0	0	0	6
7.7	Prepare technical memo	2	0	4	0	2	8
7.8	Revise technical memo	0	2	2	0	2	6
7.9	Prepare for & meet with CTF	3	3	0	0	2	8
SUBTOTAL TASK 7		10	16	20	0	6	52

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	
8.0	EVALUATE RIVERVIEW ALTERNATIVES						
8.1	Review objectives, desired outcomes and evaluation criteria	0	2	0	0	0	2
8.2	Evaluate alternatives based on desired outcomes	4	12	32	0	0	48
	- Transit ridership						
	- Congestion / accidents						
	- Economic development potential						
	- Cost and subsidy						
8.3	Identify any potential "fatal flaws" such as:	4	12	32	0	0	48
	- Access impacts						
	- Safety and congestion impacts						
	- Environment impacts						
	- Development (from Task 4) impacts						
	- Right-of-way (agency) acquisition						
	- Land use compatibility (Task 4)						
	- Connections to major trip generators						
	- Construction impacts						
	- Linkages to other modes and Hiawatha Corridor						
8.4	Meet with PMT	3	3	0	0	0	6
8.5	Develop evaluation matrix and prepare technical memo	2	4	8	0	4	18
8.6	Revise technical memo and evaluation matrix	0	2	4	0	2	8
8.7	Prepare for and meet with CTF	3	3	0	4	2	12
	SUBTOTAL TASK 8	16	38	76	4	8	142
9.0	DETERMINE NEXT STEPS						
9.1	Assist project staff in developing recommendations	2	4	0	0	0	6
9.2	Meet with PMT	3	3	0	0	2	8
9.3	Prepare technical memo	2	4	0	4	2	12
9.4	Prepare for and meet with CTF	3	3	0	0	2	8
	SUBTOTAL TASK 9	10	14	0	4	6	34
10.0	PREPARE DRAFT AND FINAL REPORTS						
10.1	Meet with project staff to develop outline and report focus	3	3	0	0	0	6
10.2	Prepare first draft of report and executive summary	8	16	40	40	8	112
10.3	Revise draft report and executive summary; meet with PMT	4	8	8	8	4	32
10.4	Complete final report and executive summary	2	4	4	8	8	26



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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
10.5	Meet with CTF	3	3	0	0	0	6
SUBTOTAL TASK 10		20	34	52	56	20	182
11.0	AGENCY COORDINATION AND COMMUNITY PARTICIPATION (Included in previous tasks)						
11.1	Assist staff in developing meeting calendar and guidelines (included in previous tasks)	0	0	0	0	0	0
11.2	Prepare and mail meeting notices & agendas (agency responsibility)	0	0	0	0	0	0
11.3	Prepare for and attend up to 8 CTF meetings (included in previous tasks)	0	0	0	0	0	0
11.4	Prepare and mail meeting notes (agency responsibility)	0	0	0	0	0	0
SUBTOTAL TASK 11		0	0	0	0	0	0
TOTAL ESTIMATED PERSON HOURS		143	472	380	524	85	1604
AVERAGE HOURLY BILLING RATES		\$110	\$85	\$60	\$60	\$53	
ESTIMATED LABOR AND OVERHEAD		\$15,730	\$40,120	\$22,800	\$31,440	\$4,505	\$114,595
ESTIMATED DIRECT NON-SALARY EXPENSES:							\$2,130
TOTAL ESTIMATED FEE							\$116,725

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CLIENT: RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	ASSOCIATE		PROF.	TECHNICAL	CLERICAL	TOTALS
		PRINCIPAL	SR. PROF.				
~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~	~~~~~
*****							
ESTIMATE OF DIRECT NON-SALARY EXPENSES:							
	MILEAGE:		3000 Miles @		\$0.31		\$930
	REPRODUCTION:		2000 Copies @		\$0.10		\$200
	PRINTING:						\$500
	Draft Report (10 copies)						
	Draft Exec Summ (10 copies)						
	Final Report (10 copies)						
	Final Exec Summ (10 copies)						
	COMMUNICATIONS/DELIVERIES:						\$300
	MISCELLANEOUS SUPPLIES:						\$200
	ESTIMATED DIRECT NON-SALARY EXPENSES						\$2,130
							=====

**SRF CONSULTING GROUP, INC.**  
**RANGE OF HOURLY RATES**  
**APRIL 1997 THROUGH MARCH 1998**

<u>CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Principal	\$110.00 - \$135.00
Senior Associate	\$ 90.00 - \$100.00
Associate	\$ 68.00 - \$ 90.00
Senior Professional	\$ 58.00 - \$ 85.00
Professional	\$ 45.00 - \$ 65.00
Principal Technician	\$ 57.00 - \$ 70.00
Senior Technician	\$ 48.00 - \$ 58.00
Technician	\$ 28.00 - \$ 48.00
Clerical/Word Processor	\$ 27.00 - \$ 52.00

Mileage shall be reimbursed at the IRS rate allowable (currently \$0.31 per mile).

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
SRFCO-1

DATE (MM/DD/YY)  
06/11/97

## PRODUCER

Twin City Group  
4500 Park Glen Road  
Minneapolis MN 55416

Mark R. Sheehan  
Phone No. 612-924-6900 Fax No.

## INSURED

SRF Consulting Group, Inc.  
One Carlson Pkwy N #150  
Minneapolis MN 55447

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A St Paul Co's

COMPANY  
B

COMPANY  
C

COMPANY  
D

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CK06308344	06/30/96	06/30/97	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab				FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	CK06308344	06/30/96	06/30/97	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CK06308344	06/30/96	06/30/97	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Deduct \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA6302053	06/30/96	06/30/97	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 100,000
	<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Riverview & Hiawatha Corridors; Contractual Liability Included

## CERTIFICATE HOLDER

Ramsey County Regional  
Railroad Authority  
665 Ramsey County Govt Ctr W  
50 West Kellogg Blvd  
St Paul MN 55102

CTYRAMS

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Mark R. Sheehan*

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
SRFCO-1DATE (MM/DD/YY)  
06/11/97

## PRODUCER

Twin City Group  
4500 Park Glen Road  
Minneapolis MN 55416

Mark R. Sheehan

Phone No. 612-924-6900 Fax No.

## INSURED

SRF Consulting Group, Inc.  
One Carlson Pkwy N #150  
Minneapolis MN 55447

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A

Reliance Ins Co of Illinois

## COMPANY

B

## COMPANY

C

## COMPANY

D

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	Professional Liability	NPC012313801 DEDUCTIBLE - \$100,000	06/30/96	06/30/97	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

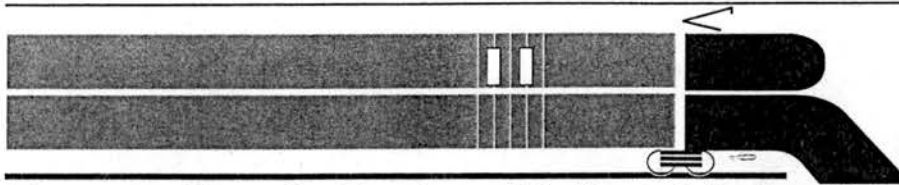
Ramsey County Regional  
Railroad Authority  
665 Ramsey County Govt Ctr W  
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CTYRAMS

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AUTHORIZED REPRESENTATIVE



## **Ramsey County Regional Railroad Authority**

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

### **Agenda**

#### **Ramsey County Regional Railroad Authority Meeting**

**Tuesday, July 22, 1997**

**1:00 PM or after Board Meeting**

**Third Floor Council Chambers**

1. * Minutes of July 8, 1997
2. * Riverview Corridor Study ---
  - A. Authorize Director to approve a budget adjustment in the amount of \$115,000;
  - B. Approve the contract with SRF for an amount not to exceed \$115,000 for Riverview Corridor work;
  - C. Authorize the Chair of the Regional Railroad Authority to execute the contract;
  - D. Authorize the Director to execute funding agreements or contracts with other contributing governmental units subject to approval by County Attorney, Risk Management and Budgeting and Accounting

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BOARD MEETING

JULY 8, 1997

The Ramsey County Regional Railroad Authority met on Tuesday, July 8, 1997, in Council Chambers.

MEMBERS PRESENT: Chairman Rafael Ortega  
Commissioner Tony Bennett  
Commissioner Susan Haigh  
Commissioner Victoria Reinhardt  
Commissioner Jan Wiessner  
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Dino Guerin

OTHERS PRESENT: Dave MacMillan, County Attorney;  
Terry Schutten, County Manager;  
Terry Lindeke, County Manager  
Staff; Karen Tero, County Manager  
Staff; Vern Wehlage, B&A; Tim  
Benetti, RCRRA (R/W specialist);  
Jeanne Walz, Commissioner Wiessner's  
Assistant; Kathy DeSpiegelaere,  
Ramsey County RRA; Judy Procai,  
Administrative Assistant.

Chairman Ortega called the meeting to order at 3:40 PM.

1. Accept the minutes of the Ramsey County Regional Railroad Authority Board meetings of June 24, 1997

Motion by Commissioner Bennett, seconded by Commissioner Haigh to accept the minutes from the June 3, 1997 RCRRA meeting.

Ayes - 6, Nays - 0  
Motion accepted.

2. Approve the survey contract with Hansen, Thorp, Pellinen & Olsen for Burlington Northern right of way from Beam Avenue in Maplewood to Bald Eagle Junction in



White Bear Lake and authorize the Chair to execute the contract, and authorize the Director to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

Motion by Commissioner Bennett, seconded by Commissioner Haigh to accept the following resolution:

Ayes - 6, Nays - 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has by resolution expressed an interest in acquisition of property owned by Burlington Northern Santa Fe Railroad from Beam Avenue in Maplewood to Bald Eagle Junction in White Bear Lake; and

WHEREAS, A land survey of the BNSF property is needed from a professional land surveyor, including the preparation of certificates of survey and legal descriptions, and

WHEREAS, On February 27, 1997, a request for proposals was issued for survey services to 14 surveying firms; and

WHEREAS, Proposals were received from three surveying firms:

Hansen, Thorp, Pellinen & Olson, Inc., Eden Prairie - \$29,500

Comstock & Davis, Minneapolis - \$64,000

Stransky & Associates, Inc. Roseville - \$147,500; and

WHEREAS, The proposal from Hansen, Thorp, Pellinen & Olson, Inc. (HTPO) meets the requirements of the Ramsey County Regional Railroad Authority and is clearly the lowest cost proposal; Now, Therefore, Be It

RESOLVED, That a contract with HTPO is approved by the Railroad Authority; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract on behalf of the Authority; And Be It Further

RESOLVED, That the Director of Ramsey County Regional Authority is authorized to execute an agreement with Catellus Management Corporation for permission to occupy right of way for survey purposes.

The motion passed with Commissioner Reinhardt abstaining

because she is acquainted with one of the respondents.

Commissioner Rettman asked that at a subsequent meeting information be provided on the connection of this proposed line to Hinckley.

Commissioner Wiessner asked for a work session with an overview of planning issues before the Regional Railroad Authority. Other Commissioners agreed.

### 3. Transit and transportation legislation.

Terry Lindeke outlined some of the transit and transportation issues in the last legislative session. Kathy DeSpiegelaere discussed transit and welfare reform. There is \$2 million available for the biennium for transit/welfare reform for the seven county metro area.

Commissioners offered the following suggestions:

- Make sure there is a match between clients and provider proposals -- are they serving the population we know has needs? The county has to help say who needs help.
- Check on community based programs -- Summit U/Frogtown Youth Enrichment runs vans -- talk to them about local solutions.
- Look at school buses.
- Contact Roseville Family Collaborative.
- Talk to RAP, SPRC, Children's Initiative -- the challenge is coordination.
- Try to come up with a model that works. We need to go back to the legislature and tell them our results.

Caseworkers might connect clients to community services, in some cases by driving them or giving them a bus pass.

Additional transit legislative suggestions were:

- Bonding should be sought for the Riverview Corridor. Costs will be needed.
- Diking for the airport.
- Dedicated funding for transit. Call together a meeting of elected officials, city and others, plus legislators through the Metro LRT Joint Powers Board. Another forum

is the Ramsey County League meeting in October. Commissioner Bennett suggested a smaller meeting of St. Paul, Washington and Ramsey Counties might suffice.

- Consider a park/ride in New Brighton at the old MacGillis site. Add several other points of access to transit throughout the metro area and county.
- Address the loss of inner city bus routes and the need for additions.
- Have a longer term program, bigger than the bonding program.
- Look at what came out of the strategic plan on transit.
- Ford bridge -- Comm. Ortega is working on a proposal with that group.
- Ask for additional funding for transit related to welfare reform.
- Bring a proposal back to the Railroad Authority.

Commissioner Bennett moved that the Railroad Authority Chair send thank you letters to those involved with the commuter rail demonstration project, including Commissioners Rettman and Reinhardt.

The meeting adjourned at 4:25 PM.

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere  
Authorized Signature

7/11/97  
Date

### Board Action Requested

Riverview Corridor Study:

- A. Authorize budget adjustment of \$115,000
- B. Approve contract with SRF for amount not to exceed \$115,000
- C. Authorize Chair to execute the contract
- D. Authorize Director to execute funding agreements with other governmental units subject to approval by County Attorney, Risk Management and Budgeting and Accounting

### Request Justification

See attached:

- 1. Proposed resolution
- 2. Memorandum from K. DeSpiegelaere
- 3. Proposed contract

Budgeting and Accounting

County Attorney

Risk Management

Maile Jones 7/17/97  
Pat McNeil  
James H. Kaplan 7.15.97

Documentation certified complete for:

July 22, 1997  
Board Date

E. J. Nowak  
Signature

July 15, 1997  
Date

# RESOLUTION

## Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

(page 1 of 2)

WHEREAS, Ramsey County Regional Railroad Authority authorized its staff to issue a request for proposals for a transit study of the Riverview Corridor and for transit patronage forecasts for the Hiawatha Corridor; and

WHEREAS, Four proposals were received and were reviewed by staff from the Metropolitan Council, Hennepin County Regional Railroad Authority and Ramsey County Regional Railroad Authority; and the staff recommendation is that a contract be executed with the firm of SRF, Minneapolis, Minnesota, for an amount not to exceed \$115,000; and

WHEREAS, Funding for the project is proposed to come from:

Metropolitan Council	\$24,750
Hennepin County Regional Railroad Authority	\$10,400
Ramsey County Regional Railroad Authority	\$32,750
Minnesota Department of Transportation	\$47,100
TOTAL	\$115,000

AND, WHEREAS, The Ramsey County Regional Railroad Authority will be the contracting entity for both elements of the project;

NOW, THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of the Authority to approve a budget adjustment in the amount of \$115,000 which includes the transfer of \$32,750 as Ramsey County's share of the project from the Authority's match in the Phase II preliminary engineering study of the Midway Corridor (59105) budget to fund the Riverview Corridor Study and Hiawatha Corridor patronage forecasts; and Be It Further

Rafael E. Ortega, Chairman

By: _____  
Tony Bennett, Secretary

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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(page 2 of 2)

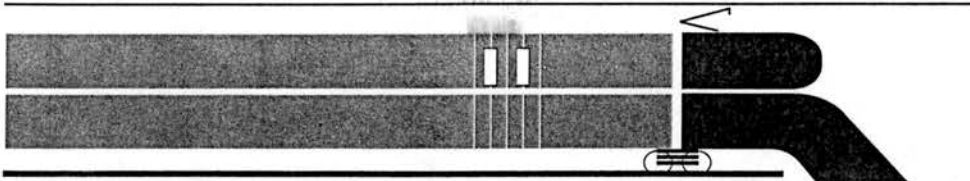
RESOLVED, That the Ramsey County Regional Railroad Authority approves the contract with SRF for an amount not to exceed \$115,000 and authorizes its Chair to execute the contract; and

BE IT FURTHER RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of the Authority to execute any funding agreements or contracts with the other governmental units that will be participating in the cost of the project, subject to approval by the County Attorney, Risk Management and Budgeting and Accounting.

Rafael E. Ortega, Chairman

By: _____  
Tony Bennett, Secretary





## **Ramsey County Regional Railroad Authority**

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

### Memorandum

To: Ramsey County Regional Railroad Authority  
Commissioners  
Terry Schutten, County Manager

From: Kathryn DeSpiegelaere

Subject: Riverview Transit Corridor Study

Date: July 11, 1997

In April, you authorized staff to issue a request for proposals for the Riverview Transit Corridor study and Hiawatha Corridor ridership forecasts. Proposals were received from the following firms:

BRW, Minneapolis .....	\$245,632
Parsons Transportation Group, Minneapolis .....	\$138,800
Parsons Brinckerhoff, Minneapolis .....	\$260,780
SRF, Minneapolis, MN.....	\$115,000

Staff of the City of St. Paul, Metropolitan Council, Hennepin County Regional Railroad Authority and Ramsey County received copies of the proposals. The recommendation of staff was to negotiate a contract for the work with SRF.

SRF has experience in related projects. It is the consulting firm that has worked on Shepard Road, Hiawatha Avenue, Ramsey County Comprehensive LRT Plan, Dakota County Comprehensive LRT Plan, St. Paul Access to Transit Study and Comprehensive Operations Analysis for Metropolitan Council Transit Operations. The firm has experience in transit forecasting, a specialized area of expertise.

This contract now includes work being done on the Hiawatha Corridor, as well as the Riverview Corridor. Ramsey County will be the contracting entity for both elements of work.

The funding for the project is proposed to come from:



Metropolitan Council	\$24,750
Hennepin County Regional Railroad Authority	\$10,400
Minnesota Department of Transportation	\$47,100
Ramsey County Regional Railroad Authority	\$32,750

The proposed contract and work program are Attachment 1.

Recommendation:

A resolution which authorizes the Chair to enter into the contract and approves a budget adjustment for the Ramsey County Regional Railroad Authority's portion of the funding is attached.

## CONTRACT

This agreement is entered into between the RAMSEY COUNTY REGIONAL RAIL AUTHORITY (hereafter RCRRA) and SRF CONSULTING GROUP, INC. (hereafter Contractor) on this _____ day of _____, 1997.  
WITNESSETH:

WHEREAS, the RCRRA desires to obtain professional consulting services to assess needs, determine objectives and evaluation measures, to measure the results of transit improvements in the Riverview Transit Corridor.

NOW, THEREFORE, the RCRRA and the Contractor, in consideration of the mutual promises and covenants herein set forth, agree as follows.

### SECTION I: BASIC SERVICES OF THE CONTRACTOR

1. The Contractor agrees to perform professional services in connection with this agreement as hereinafter stated.
2. The Contractor shall serve as the RCRRA's professional representative in the consulting phase of the project to which this agreement applies, and shall give consultation and professional advice to the RCRRA during the performance of these services.
3. The Contractor shall perform the projects tasks identified in Section II hereof, in accordance with the schedule stated therein and in conjunction with the general conditions outlined in section III hereof.

### SECTION II: PROJECT TASKS

1. Contractor shall perform all tasks identified in the attached Exhibit A, which is incorporated herein and made a part hereof by reference.

### SECTION III: GENERAL CONDITIONS

#### 1. NONASSIGNABILITY

The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of RCRRA.

## 2. INDEPENDENT CONTRACTOR

In the performance of this agreement, the Contractor is an independent contractor, and neither it, its agents, employees, assigns, or other persons, while engaged in the performance of any work or services required to be performed by RCRRA under this agreement, shall be considered employees of RCRRA. Nothing contained in this agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between RCRRA and Contractor.

## 3. HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold RCRRA, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act, error or omission on the part of the Contractor, or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees, under the terms of this agreement.

## 4. ALTERATION

Any alteration, variation, modification, or waiver of the provisions of this agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

## 5. INSURANCE

- A. Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- B. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of insurance shall be issued evidencing such coverage to the RCRRA.

### 1) General Liability Insurance

Commercial General Liability Insurance (ISO CGL)

#### Minimum Limits:

\$1,000,000 each event limit  
1,000,000 general aggregate  
1,000,000 products/completed operations total limit

6

1,000,000 personal injury and advertising liability

The policy is to be written on an occurrence basis. Certificate of insurance must indicate if the policy is issued on a claims made or occurrence basis and coverage shall include contractual liability coverage either on a blanket basis or specifically naming this agreement. This should be indicated on a certificate of insurance.

2) Automobile Liability Insurance

- a. Minimum Limit:  
\$1,000,000 combined single limit
- b. Coverage shall include hired, non-owned and owned automobiles.

3) Worker's Compensation & Employer's Liability

- a. Worker's compensation per Minnesota state statute
- b. Employer's liability shall have minimum limits:
  - \$ 500,000 per accident
  - \$ 500,000 per employee
  - \$ 500,000 per disease policy limit

4) Professional Liability Insurance on a Project Specific Basis

Minimum Limits  
\$1,000,000 per claim  
\$1,000,000 aggregate

- C. All certificates of insurance shall provide that the insurance company give RCRA 30 days prior written notice of cancellation, non-renewal or any material changes in the policy, with the exception of the professional liability coverage. SRF shall give RCRA 30 days prior written notice of cancellation, nonrenewal or any material changes in the professional liability policy.
- D. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.
- E. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable certificate of insurance with the county risk manager. Copies of insurance policies shall be submitted to the county upon request.
- F. Nothing in this contract shall constitute a waiver by the county

of any statutory limits or exceptions on liability.

- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a B+.
- H. On the certificate, agent shall certify that the agency carries error and omissions coverage.

#### 6. NON-CONFORMING SERVICES

The acceptance by RCRRA of any non-conforming services under the terms of this agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of RCRRA provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.

#### 7. WASTE REDUCTION

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications, and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

#### 8. SETOFF

Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to RCRRA for damages sustained by RCRRA by virtue of any breach of this agreement by the Contractor. RCRRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRA from the Contractor is determined.

#### 9. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law and requested by RCRRA, the Contractor shall furnish a written affirmative action plan.



## 10. TERMINATION

- A. With Cause. RCRRA reserves the right to suspend or terminate this agreement if the Contractor violates any of the terms or conditions of this agreement or does not fulfill in a timely and proper manner its obligations under this agreement as determined by RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this paragraph, it shall submit written notice to the Contractor specifying the extent of such suspension or termination under this paragraph; the reasons therefor, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this agreement.
- B. Without Cause. RCRRA may terminate this agreement without cause and for any reason whatsoever upon giving at least 30 days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

## 11. COMPLIANCE WITH APPLICABLE LAW

The Contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Contractor's performance of the provisions of this agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

## 12. ACCESS TO DOCUMENTS

- A. The RCRRA, its authorized representative, or the state auditor shall have full access to all records relating to the performance of this agreement.
- B. Contractor agrees to maintain records relative to all services provided by it under the terms of this agreement and shall retain all such documentation for seven (7) years following the termination of this agreement. Such records shall be made available for audit or inspection at any time upon request of RCRRA or its authorized representative.

## 13. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of Contractor's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, other applicable state statutes, any state rules adopted to implement the act or other statutes, and any federal statutes and regulations on data privacy. Contractor agrees to comply strictly with these statutes, rules and regulations.

#### 14. CONFLICT OF INTEREST

Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify RCRRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise RCRRRA whether Contractor will or will not resign from the other engagement or representation.

#### 15. INTERPRETATION OF AGREEMENT; VENUE

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the district court of the County of Ramsey, Second Judicial District, State of Minnesota.

#### 16. TERM

This agreement shall be in full force and effect from the date approved by RCRRRA through March 31, 1998, or until earlier terminated by the parties hereto pursuant to this agreement.

#### 17. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

### SECTION IV: PAYMENT

1. As and for payment to Contractor for completion of the project tasks stated in Section II hereof, the RCRRRA shall pay to the Contractor no more than One Hundred Fifteen Thousand Dollars (\$115,000). In the event this agreement is terminated by either party prior to completion of all tasks in section II, the Contractor shall be paid for actual work performed on the basis of the hourly rates identified in the attached Exhibit B.



2. The Contractor shall be paid monthly upon receipt of invoice and supporting documentation by the RCRRA. Professional service fees shall be documented with a payroll cost breakdown including the name of the employee, his or her classification, hourly billing rate per Exhibit B, hours worked, and total cost for each period. Overtime or premium pay for work or services performed is not authorized.
3. All payments to the Contractor shall be subject to a retainage of 5% pending final acceptance of the technical reports, supporting documentation, and products identified in section II hereof. Upon final approval of Contractor's work by the RCRRA, all sums retained under the provisions of this section shall be remitted to Contractor.

RAMSEY COUNTY  
REGIONAL RAIL AUTHORITY

SRF CONSULTING GROUP, INC.

By: _____  
Rafael Ortega, Chair  
Ramsey County Regional  
Railroad Authority

By: Robert B. Brown  
Its: President

APPROVED AS TO FORM:

By: [Signature]  
Assistant County Attorney

RECOMMEND FOR APPROVAL

By: [Signature]  
Director  
Light Rail Transit Planning

RISK MANAGEMENT

By: [Signature]  
7/15/97

BUDGETING & ACCOUNTING

Funds Available: ~~45~~ \$32,750  
Account No. 59105 020102

By: [Signature]

**Task 1: Project Initiation, Data Collection and Coordination***Purpose:*

The purpose of this task is to define in detail the scope of work, the schedule for completing the work, and the responsibilities of each agency and the consultant. Agreement will be reached on the methodologies that will be used and the data required for the study. Meeting schedules and locations will be determined and a product review process will be established. The background data required for consultant work tasks will be collected and reviewed.

*Task Elements:*

1. Meet with the RCRRA Project Manager and appropriate staff from the Metropolitan Council and the HCRRA to agree on the scope of services, agency responsibilities, methodologies and schedule.

The Riverview alignment options that will be evaluated are:

- I-35E
- Shepard Road
- Railroad corridor
- West 7th Street
- A combination or hybrid of the above

2. Collect and review previous studies relevant to the Riverview Corridor, and existing data needed for the consultant work tasks (any new data collection is assumed to be the responsibility of the agencies).
3. Prepare base maps for each corridor using existing mapping. If available, GIS data and mapping files will be used.

The Riverview transit options that will be evaluated initially for the alternative alignments include:

- Light rail transit (I-35E, Shepard Road and Railroad)
- Bus in exclusive right-of-way, HOV lane or on shoulder (I-35E, Shepard Road and Railroad)
- Express bus in mixed traffic lanes (7th Street)

4. Prepare a brief memorandum summarizing the above decisions.
5. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution to the PMT and Community Task Force (CTF).

6. Prepare for and attend a meeting of the CTF to discuss background information, scope of services, methodologies and schedule.

*Products:*

Technical Memorandum (one review)  
Base Maps for Riverview and Hiawatha Corridors (GIS if available)  
Schedule of Meetings and Product Delivery

*Agency Responsibilities:*

New data collection  
Provision of all relevant previous studies and existing data  
Selection of alternative alignments and transit options  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

To be completed by July 15.

**Task 2: Objectives, Desired Outcomes and Evaluation Criteria**

*Purpose:*

The purpose of this task is to determine the objectives or desired outcomes for transit service in the Riverview Corridor and the criteria for evaluating the alternatives. The role of transit in implementing urban policies will be addressed in this task including: remediation and reuse of brownfields, parking management policies, transit service connecting homes and jobs for welfare clients and low-income people, livable community goals, new urbanism opportunities, growth management policies, and opportunities for enhanced urban design.

The consultant's role in this task will be limited to review and comment as a member of the PMT.

*Task Elements:*

1. Meet with the PMT to discuss issues related to objectives, outcomes and evaluation criteria; and review technical memorandum prepared by agency staff.
2. Prepare for and attend meeting of CTF to participate in discussion of objectives, outcomes and evaluation criteria.

*Products:*

Technical Memorandum (prepared by agency staff).

*Agency Responsibilities:*

All substantive work on this task.  
Preparation of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

To be completed by July 15.

**Task 3: Assess Engineering Feasibility of the Riverview Alignment Alternatives**

The purpose of this task is to determine the feasibility of constructing light rail transit, exclusive busways or separate transit or HOV lanes in the alternative alignment corridors. Work will be based on the assumption that, to be feasible, a transit option must be able to be accommodated with a minimal amount of acquisition (primarily in station locations or to accommodate design requirements such as grades or curvature). This evaluation will be based on the accepted guidelines in the Twin Cities for the design of light rail lines, exclusive busways and HOV or bus lanes. An initial evaluation of each alignment option will be done based on a typical cross-section width for each transit option. This "first cut" evaluation will determine the basic feasibility of each alignment for the various transit options. The alignment alternatives will then be reviewed for the remaining transit options to identify potential "fatal flaws" related to physical problems such as topography, bridges and protected land uses. These problem areas will be evaluated in somewhat greater detail to determine if there are likely to be feasible design solutions for the remaining transit options. Where needed, sketches will be prepared to illustrate possible design approaches or realignment options. The end result of this task will be an initial screening of alternatives based on engineering feasibility.

*Task Elements:*

1. Map the physical features of four alignments including existing right-of-way width, existing land uses and typical structure setbacks, topographic conditions, natural resources, cultural resources, bridges, station opportunities, and other unique physical features. This task will be based on available information with limited field verification.
2. Document operational features of four alignments including existing vehicle use (automobiles, trucks, trains, buses, bicycles, pedestrians), on-street parking, signalized and non-signalized intersections, loading areas, bus stops and other unique operational

features. This task will be based on available information. Any new data collection will be completed by the agencies.

3. Develop typical cross-sections for transit options including light rail transit, exclusive transitway, HOV lane. Cross-sections will be based on currently accepted guidelines for the design of transit facilities in the Twin Cities area.
4. Determine typical dimensions for other transit option features such as clearances, grade requirements, station footprints, minimum curvatures. Currently accepted guidelines for the design of these facilities in the Twin Cities area will be used to complete this task.
5. Using the typical cross-sections and typicals for other design features, determine which transit options can be accommodated in each alignment alternative without extensive right-of-way acquisition. Identify potential fatal flaws in each alignment alternative requiring additional feasibility study (up to five locations). Examples of areas of concern include:
  - Crossing of the Mississippi River
  - Transitions between top and bottom of the river bluff
  - Connection to the Hiawatha Corridor
  - Penetration of the downtown area
  - Historic structures and roadway network in Fort Snelling area
6. Meet with the PMT to review corridor inventories and findings of engineering evaluation. The PMT will determine which alignments and transit options should be dropped due to engineering constraints and will determine which problem areas require additional feasibility study.
7. Develop sketch concepts illustrating location and design options for addressing up to five problem areas. If any transit options cannot be accommodated, the alternatives considered and the reasons the option cannot be constructed will be documented. In some cases, a hybrid alignment may be developed to address a particular design problem.
8. Identify potential hybrid alignments.
9. Meet with the PMT to review design options for problem areas and consultant recommendations. The PMT will select up to four major and four minor alternatives for preparation of ridership forecasts.
10. Prepare technical memorandum documenting corridor inventories, feasibility evaluations, design concepts for up to five problem areas, and PMT recommendations for alignment and transit option screening.

11. Revise technical memorandum based on one PMT review and prepare 25 copies for distribution.
12. Prepare for and meet with the CTF to discuss corridor inventories, feasibility evaluations, design concepts for problem areas, and PMT recommendations for alignment and transit option screening.

*Products:*

Technical memorandum  
Presentation graphics for corridor inventories, alignment alternatives, typical cross-sections, and sketch design concepts

*Agency Responsibilities:*

Provision of all existing data regarding the physical and operational characteristics of the alignment alternatives  
Screening of alignment alternatives and transit options based on feasibility evaluation  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

Can be started as soon as basic alignments and transit options are identified (Task 1).  
To be completed by August 1.

#### **Task 4: Land Use and Redevelopment Potential**

*Purpose:*

The purpose of this task is to "develop information on short term and long term plans for redevelopment in the Riverview Corridor and the potential for transit-friendly land uses." The consultant does not have any responsibilities for this work task.

*Task Elements:*

Task elements to be determined by the responsible agencies.

*Products:*

Technical memorandum.



*Agency Responsibilities:*

This task is completely the responsibility of the City of St. Paul, the St. Paul Port Authority, the Riverfront Commission and the Metropolitan Council. In addition, project staff will be responsible for:

- Preparation and review of technical memorandum
- Meeting arrangements, coordination and minutes
- Mailings and distribution of technical memorandum

*Schedule:*

- Can be started immediately.
- To be completed by July 15.

**Task 5: Define Transit Service Characteristics for Alternative Alignments**

*Purpose:*

The purpose of this task is to specify the service assumptions for ridership forecasts. Service characteristics that will be defined include: (1) feeder bus service network, (2) transit stops in corridor, (3) transit vehicle type, size, speed, (4) transit fares, (5) park/ride availability and locations. Short-term (2010) and long-term (2020) assumptions regarding transit service in the corridor will be determined. The appropriateness of commuter rail or personal rapid transit will also be addressed. However, given many previous transit studies in the Twin Cities metropolitan area, it is assumed that these transit modes will not be applicable to the Riverview Corridor and, therefore, no forecasts, service planning or detailed evaluation will be done for these transit options.

*Task Elements:*

1. Review regional guidelines for light rail and bus transit service planning, existing and planned fare structures and previous service planning for the Hiawatha and Riverview Corridors.
2. In cooperation with agency staff, determine appropriate regional assumptions as input into the ridership forecasting relative to transit fares, parking costs, park/ride locations and size, regional transit system, etc.
3. Based on regional guidelines, determine transit service assumptions for up to four major and four minor alternatives including type of vehicle, frequency of service, location of stops, and vehicle speeds.



4. Based on regional guidelines and with assistance from MCTO, develop feeder bus system assumptions and code a feeder bus system configuration for forecasting purposes. Minor variations in the system will be made as necessary for up to four major and four minor alternatives.
5. Meet with the PMT to review the transit service assumptions for the alternatives and revise as appropriate based on their review and comment.
6. Prepare a draft technical memorandum summarizing the transit service assumptions for the alternatives. Review with PMT.
7. Revise technical memorandum based on one PMT review and prepare 25 copies for distribution.
8. Prepare for and meet with the CTF to review transit service assumptions for the alignment/transit option alternatives.

*Products:*

Technical memorandum  
Presentation graphics illustrating the feeder bus service and transit service characteristics of each alignment and transit concept

*Agency Responsibilities:*

Review and approval of transit service characteristics and feeder bus network  
Assist in preparing feeder bus network plans (MCTO)  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

Can be started as soon as basic alignments and transit options are identified (Task 1).  
To be completed by August 15.  
Must be completed before ridership forecasts can be done for alternatives.

**Task 6: Prepare Ridership Forecasts**

*Purpose:*

The purpose of this task is to set up the regional travel forecasting model and to prepare transit ridership forecasts for the Hiawatha Corridor between downtown Minneapolis, the airport and the Mall of America, and forecasts for the Riverview Corridor between the lower east side and

the Mall of America. Forecasts will be prepared for the years 2010 and 2020 for up to four major and four minor alternatives in the Riverview Corridor and two options in the Hiawatha Corridor.

Forecasts for the Hiawatha Corridor will be prepared for two options: (1) light rail transit to the airport and Mall of America, and (2) bus in exclusive transitway to Crosstown. South of the Crosstown, the bus option alignment will be determined by the PMT and may be a transitway, on shoulder, in mixed traffic or a hybrid. Forecasts will be prepared for service to the MOA with a stop at the airport.

Forecasts for the Riverview Corridor will be prepared for up to four major alternatives and four minor alternatives. Transit service plans for the Riverview Corridor will be developed by the PMT for the corridor.

The existing 1995 transit network used by the Metropolitan Council in its forecasts reflects conditions in existence in 1994. Since that time, the regional transit system has undergone extensive fare restructuring and service modifications. These changes must be incorporated into the modeling process to ensure that application of the models realistically reflects the system as it now operates. The work program assumes that the consultant will be responsible for coding these changes into the models but that the MCTO will be responsible for identifying appropriate changes based on current and future transit policies.

A thorough review of current transit services in the Hiawatha and Riverview corridors is needed to ensure that transit ridership changes due to the various alternatives reflect the effect of those alternatives and not some spurious effect caused by mis-representation of current transit service.

The Metropolitan Council will provide 1995, 2010 and 2020 zonal level socioeconomic data and highway network information and will do any coding necessary to update TAZ and network information. The demographic forecasts should include existing and planned development and redevelopment along both the Riverview and Hiawatha Corridors.

#### *Task Elements:*

1. Review the existing models and existing transit service in the Riverview and Hiawatha Corridors. Generalized service and fare changes will be made in the models for the areas outside the corridors under study. Transit service changes within the Hiawatha and Riverview corridors will be made within the models as determined by the MCTO. Following review of the model inputs and coding the required changes, the model will be run to estimate current transit volumes. This will provide a baseline comparison to actual route-level transit ridership
2. Review future highway network and demographic inputs. The 2010 and 2020 zonal socioeconomic data and highway networks will be set up by Metropolitan Council for use in the transit forecasts. Once 2020 forecasts are prepared, year 2010 forecasts will be prepared using a combination of the regional model and pivot-point analysis of other

model runs. These forecasts will reflect planned development and redevelopment of sites along the corridor as identified by the PMT.

#### **Task 6A: Ridership Forecasts for the Hiawatha Corridor**

##### *Task Elements:*

1. Code the Hiawatha busway alternative. Update transit line and link cards from the previous Hiawatha LRT work, as necessary. The existing LRT feeder bus and guideway TRANPLAN network can serve as the initial basis for the Hiawatha busway alternative. The busway transit service configuration will be identified by the PMT for the corridor. Prepare new transit links and line changes to reflect the desired busway network. One busway alternative will be modeled for the Hiawatha Corridor.
2. Model the ridership on the Hiawatha Corridor busway alternatives using the regional travel forecast model. The full battery of regional forecast model components, including auto ownership, trip generation, trip distribution, mode choice, and highway and transit assignment will be run to take advantage of the model's sensitivity to transit service changes and congestion in estimating travel choices.
3. Refine Hiawatha busway forecast to reflect forecast demand. Following the initial model runs, a single iteration with revised service frequencies will be run. One busway sub-alternative will be modeled for the Hiawatha Corridor.
4. Code Hiawatha LRT alternative. Review the TRANPLAN-based transit networks previously coded for the Hiawatha LRT corridor for compatibility with the busway alternative transit service plan and the existing regional model transit network. The main difference between the busway network and LRT network will be that some busway routes will be converted into LRT feeder routes. Modify the TRANPLAN busway network, as necessary, to reflect the LRT service configuration.
5. Model the ridership on the Hiawatha Corridor LRT alternative using the regional travel forecast model. One LRT service configuration will be modeled for the Hiawatha Corridor.
6. Refine the Hiawatha LRT forecast. Following the initial model runs, a single iteration with revised service frequencies will be run. One LRT sub-alternative will be modeled for the Hiawatha Corridor.
7. Meet with the PMT to review the Hiawatha forecasts and make refinements as appropriate.

8. Prepare a technical memorandum summarizing the transit ridership forecasts for the Hiawatha Corridor.
  - Daily ridership on guideway
  - Daily guideway boardings and alignments by station
  - Daily ridership by feeder route
  - Peak and off-peak maximum volume on guideway
  - Park-and-ride demand by parking site
9. Revise the technical memorandum based on one PMT review and make 25 copies for distribution.

*Products:*

2010 and 2020 ridership forecasts for Hiawatha Corridor (two major and two minor alternatives)  
Technical Memorandum  
Presentation graphics and tables illustrating the 2010 and 2020 ridership forecasts  
Presentation graphic illustrating assumed locations for park/ride lots

*Agency Responsibilities:*

Review and approval of all forecasting parameters (networks, fares, etc.)  
Determination of appropriate park/ride sites and assumed sizes  
Review and approval of the 2010 and 2020 ridership forecasts  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

Model updating can be started immediately.  
Ridership forecasts cannot be started until alignment alternatives and transit options for each alignment are defined (Tasks 1, 3 and 5)  
To be completed by September 15

**Task 6B: Prepare Forecasts for Riverview Corridor**

*Task Elements:*

1. Code up to four major and four minor alternatives. Prepare transit links and line changes to reflect the desired transit network and code for the TRANPLAN-based regional model. Bus alternatives will include both guideway and mixed use operation, and will be appropriately coded. Modify the TRANPLAN networks, as necessary, to reflect LRT,

busway or mixed use configurations. It is assumed that the main difference between the busway network and LRT network will be that some busway routes will be converted into LRT feeder routes.

2. Model the 2010 and 2020 transit ridership on the Riverview Corridor LRT and busway alternatives using the regional travel forecast model. The full battery of regional forecast model components, including auto ownership, trip generation, trip distribution, mode choice, highway and transit assignment will be run to take advantage of the model's sensitivity to transit service changes and congestion in estimating travel choices.
3. Refine the major Riverview alternatives.
4. Code model and analyze up to four minor Riverview alternatives. Following the initial model runs, a single iteration with revised service frequencies (to reflect forecast demand) will be made. Forecasts will be prepared for up to four sub-alternatives, reflecting minor variations on the main alternatives. These forecasts will be made using a combination of the regional model and pivot-point analysis of the various model runs.
5. Meet with the PMT to review ridership forecasting results for the Riverview Corridor and refine as needed.
6. Prepare a technical memorandum summarizing the transit ridership forecasts for the Riverview Corridor.
  - Daily ridership on guideway
  - Daily guideway boardings and alightings by station
  - Daily ridership by feeder route
  - Peak and off-peak maximum volume on guideway
  - Park and ride demand by parking site
7. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution.
8. Prepare for and meet with the Community Task Force to discuss the ridership forecasts for the Riverview Corridor alternatives.

*Products:*

2010 and 2020 ridership forecasts for Riverview Corridor (four major and four minor alternatives)

Technical Memorandum

Presentation graphics and tables illustrating the 2010 and 2020 ridership forecasts

Presentation graphic illustrating assumed locations for park/ride lots



*Agency Responsibilities:*

- Review and approval of all forecasting parameters (networks, fares, etc.)
- Determination of appropriate park/ride sites and assumed sizes
- Review and approval of the 2010 and 2020 ridership forecasts
- Review of technical memorandum
- Meeting arrangements, coordination and minutes
- Mailings and distribution of technical memorandum

*Schedule:*

- Model updating can be started immediately.
- Ridership forecasts cannot be started until alignment alternatives and transit options for each alignment are defined (Tasks 1, 3 and 5)
- To be completed by September 15.

**Task 7: Estimate Construction and Operating Costs**

*Purpose:*

The purpose of this task is to prepare general cost estimates for the alignment/transit alternatives for which ridership forecasts were completed. Cost estimates will be based on current unit costs for transit system elements based on information from Mn/DOT, RCRRA, HCRRA, MC, MCTO. Cost estimates will be inclusive of vehicles, park/ride facilities, stations, right-of-way, a share of yards-and-shops cost, and a share of the cost of the downtown circulation system. Unit costs are proposed as follows:

- Cost per lane mile or track mile
- Cost per station based on standard RRA specifications
- Cost per square foot of bridge and retaining wall (gross estimate of square footage)
- Cost per vehicle
- Cost per parking space for park/ride lots
- Cost per intersection for at-grade intersection operation

Per mile unit costs will be applied where typical costs are expected based on the feasibility evaluation in Task 3. The more specific unit costs will be applied where there are unique conditions such as at the crossing of the Mississippi River. These costs will then be totaled and a percentage contingency factor will be applied to account for items such as engineering costs and traffic management during construction. Right-of-way and vehicle costs will be added to construction costs for a total generalized estimate of expected implementation cost.

*Task Elements:*

1. Assemble currently used unit costs for light rail, transitway and HOV lane from Mn/DOT, MC, HCRRA, RCRRA, MCTO. Review these unit costs to ensure that they are consistent with current Minnesota construction and material costs.
2. Identify those areas that can be estimated using a per lane mile or track mile unit cost. Develop a generalized estimate of quantities (e.g., estimated square footage of bridge, number of stations, etc.) for the special areas. Estimate number of vehicles based on expected ridership. Develop a spreadsheet for cost estimates and input quantities and unit costs.
3. Develop a generalized estimate of right-of-way requirements and estimate right-of-way cost based on assessment records. The work program assumes that right-of-way costs will be estimated by the County or the City using existing Assessor records.
4. Prepare operating cost estimates based on expected ridership, headways and other transit operating characteristics for each alignment/transit option, using unit operating cost per vehicle mile of travel. Operating cost estimates should include any increases or decreases in feeder bus costs based on increases or decreases in feeder bus miles. The work program assumes that MCTO will be responsible for the development of operating cost estimates.
5. Estimate annual cost per annual transit rider based on annualized capital costs plus annual operating costs divided by annual ridership.
6. Review construction and operating cost estimates with the PMT and make revisions as needed.
7. Prepare technical memorandum documenting the construction and operating cost estimates for the alignment/transit option alternatives.
8. Meet with the CTF to review construction and operating cost estimates for the alternatives.

*Products:*

Construction and operating cost estimates  
Technical memorandum  
Presentation materials regarding construction and operating unit costs and cost estimates

*Agency Responsibilities:*

Provision of unit costs currently being used by MCTO and the RRAs for transit facility construction, right-of-way acquisition, vehicle acquisition, operating costs, etc.  
Review and approval of unit costs and construction and operating cost estimates



Preparation of operating cost estimates (MCTO)  
Preparation of right-of-way cost estimates (County or City)  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

Can be started as soon as alignment alternatives and transit service characteristics are defined.

Cannot be completed until ridership forecasts are completed.

To be completed by September 15.

**Task 8: Evaluate Riverview Alternatives**

*Purpose:*

The purpose of this task is to evaluate the alignment/transit service alternatives based on the objectives, desired outcomes and evaluation criteria identified in previous tasks. This information will then be used to develop recommendations on additional analysis that is needed, recommendations on short-term and long-term transit improvements, and a recommendation on the need for a federal Major Investment Study. A "sketch level" evaluation will be completed and is appropriate for this stage in the planning process.

*Task Elements:*

1. Review the objectives, desired outcomes and evaluation criteria and determine the data required to complete the evaluation. The work program assumes that this evaluation will be completed using existing data. If new data is required, it is assumed that the lead agencies will collect the data.
2. Evaluate the alignment/transit service alternatives based on desired outcomes:
  - Transit ridership
  - Congestion/accidents
  - Economic development potential
  - Cost/subsidy
3. Identify any potential "fatal flaws" for alternatives:
  - Impact on access
  - Safety and/or congestion impacts
  - Environmental impacts

- Development impacts
  - Right-of-way requirements and availability
  - Land use compatibility
  - Connections to major trip generators
  - Construction impacts
  - Linkages to other transportation modes (particularly Hiawatha Corridor)
4. Develop an evaluation matrix that compares the benefits and costs of the transit alternatives. Meet with the PMT to review the findings of the evaluation and develop short-term and long-term recommendations for transit improvements.
  5. Revise the evaluation matrix based on one PMT review. Prepare a draft technical memorandum for one PMT review.
  6. Revise the technical memorandum based on one PMT review and prepare 25 copies for distribution.
  7. Prepare for and meet with the CTF to review the findings of the evaluation and PMT recommendations.

*Products:*

Evaluation matrix  
Technical memorandum  
Presentation materials regarding evaluation of alternatives

*Agency Responsibilities:*

Determination of objectives, outcomes and evaluation criteria (Task 2)  
Review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

Can be started as soon as alignment inventories are completed (Task 3)  
Cannot be completed until Tasks 1-7 have been completed.  
To be completed by October 15.

## Task 9: Determine Next Steps

### *Purpose:*

The purpose of this task is to develop short range and long range transit improvement recommendations for the Riverview Corridor. Issues requiring additional analysis will be identified; and recommendations will be made regarding the next steps which should be taken to move toward implementation. These steps will vary depending on the recommendations but may include a recommendation for preparation of a federal Major Investment Study. This task will be primarily the responsibility of the RCRRA and the MC. However, the consultant will assist in developing recommendations on both improvements and next steps.

### *Task Elements:*

1. Based on the evaluation of alignment/transit alternatives and the likelihood of funding, develop recommendations for short range and long range transit improvements. Identify issues that require additional analysis and develop recommendations for addressing those issues. Identify other tasks that need to be accomplished to implement the transit recommendations and develop a recommended schedule for implementation. Determine if a federal Major Investment Study is needed.
2. Meet with the PMT to discuss staff/consultant recommendations and refine recommendations as needed.
3. Prepare a technical memorandum summarizing implementation recommendations.
4. Meet with the CTF to discuss the recommended implementation strategy and schedule.

### *Products:*

Recommendations on short term and long term transit improvements in the Riverview Corridor  
Schedule of recommended future tasks  
Technical memorandum  
Presentation materials illustrating short term and long term transit improvement recommendations and schedule of recommended future tasks

### *Agency Responsibilities:*

Recommendations on short term and long term transit improvements in the Riverview Corridor  
Schedule of recommended future tasks  
Preparation and review of technical memorandum  
Meeting arrangements, coordination and minutes  
Mailings and distribution of technical memorandum

*Schedule:*

To be completed by November 1.

**Task 10: Prepare Draft and Final Reports**

*Purpose:*

A draft report providing detailed documentation of the ridership forecasts, engineering feasibility studies and alternatives evaluation will be prepared. The intended audience of the project report is agency staff who will need a greater level of detail to complete comparable studies in the future and to answer technical questions that may arise during the implementation process. In addition, a draft executive summary of not more than 30 pages will be prepared. The executive summary will highlight the study process, especially the Community Task Force involvement, and will briefly outline the findings of the ridership forecasting, engineering feasibility studies, cost estimates and alternatives evaluation. The intended audience of the executive summary is both decision-makers and the general public. For this audience, it is important that the document be very readable, short and to the point. These reports will be reviewed by the PMT and CTF with revisions as appropriate following their review.

*Task Elements:*

1. Meet with project staff to determine the focus, content and organization of the draft report and executive summary.
2. Revise draft report and executive summary and review with Project Management Team.
3. Revise draft report and executive summary and review with Community Task Force.
4. Complete final report and final executive summary and distribute as appropriate.

*Products:*

Draft report (10 copies)  
Draft executive summary (10 copies)  
Final report (10 copies)  
Final executive summary (10 copies)

*Agency Responsibilities:*

Review of draft report and draft executive summary  
Approval of final report and executive summary  
Meeting arrangements, coordination and minutes  
Mailings and distribution of draft and final reports and executive summaries

*Schedule:*

Draft report and draft executive summary to be completed by October 30.

PMT and CTF reviews to be completed by November 30.

Final report and final executive summary to be completed by December 31.

**Task 11: Agency Coordination and Community Participation**

*Purpose:*

The purpose of this task is to ensure that there is broad community participation in the development of transit recommendations for the Riverview Corridor and broad community support for those recommendations over both the short term and long term. The agencies will have primary responsibility for this task with assistance by the consultant in preparing presentation materials and in presenting technical information.

This task will revolve around work with the Community Task Force which, according to the RFP, will have representatives from at least the following groups:

- Capitol River Council
- Highland Area Community Council
- West Seventh Federation
- Lowertown Redevelopment Corporation
- West Seventh Community Center
- Dayton's Bluff Community Council
- St. Paul Area Chamber of Commerce
- Building Owners and Managers Association
- Capitol City Partnership
- Highland Business Association
- West End Commercial Club

The RFP also states that there will be a "transportation fair" as part of the community participation plan. It is our understanding that the transportation fair is conceived as being an educational forum on transit and may include a number of other agencies as well as the agencies participating in this project. For the work plan, it is assumed that we would not be involved in the transportation fair except to provide presentation aids used as part of CTF meetings.

It is anticipated that the CTF will meet approximately monthly during the course of the proposed project. Our proposal is based on the assumption that we will prepare for and participate in up to eight CTF meetings as stated in the RFP.

*Task Elements:*

1. Establish calendar for CTF meetings and any organizational issues, such as identifying a Task Force Chair.
2. Prepare meeting notices and agendas and send in advance of each meeting along with materials prepared for review at that CTF meeting.
3. Prepare for, including presentation materials and handouts, and attend CTF meetings as directed by the project staff.
4. Prepare meeting notes and mail to the CTF, PMT and others as appropriate.

*Products:*

Meeting notices and agendas  
Meeting handouts and presentation materials  
Meeting minutes

*Agency Responsibilities:*

Determination of Task Force membership and organization  
Preparation of meeting notices and agendas  
Review of meeting handouts and presentation materials  
Meeting arrangements, coordination and minutes  
Mailings and distribution of materials

*Schedule:*

Ongoing activity.  
Staff meetings to be held approximately bi-weekly.  
PMT meetings to be held approximately monthly.  
CTF meetings to be held approximately monthly.





CLIENT: RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONSULTANT: SRF CONSULTING GROUP, INC.

PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	
1.0	PROJECT INITIATION, DATA COLLECTION AND COORDINATION						
1.1	Meet with PMT to refine scope and schedule	3	3	0	0	0	6
1.2	Collect and review previous studies	0	0	4	0	0	4
1.3	Prepare base maps (GIS if available)	0	4	0	16	0	20
1.4	Prepare technical memo	0	4	0	0	2	6
1.5	Revise technical memo	0	1	0	0	1	2
1.6	Prepare for and attend CTF	3	3	0	0	2	8
	SUBTOTAL TASK 1	6	15	4	16	5	46
2.0	DETERMINE OBJECTIVES, DESIRED OUTCOMES AND EVALUATION CRITERIA						
2.1	Meet with PMT	3	3	0	0	0	6
2.2	Prepare for and attend CTF	3	3	0	0	0	6
	SUBTOTAL TASK 2	6	6	0	0	0	12
3.0	ASSESS ENGINEERING FEASIBILITY OF RIVERVIEW ALIGNMENT ALTERNATIVES						
3.1	Map physical features for up to four alignments	0	0	4	16	0	20
3.2	Document operational features based on existing data	0	4	16	0	0	20
3.3	Develop typical cross-sections	0	2	0	4	0	6
3.4	Review and confirm design concept guidelines	0	2	0	0	0	2
3.5	Determine ability of up to four alignments to accommodate transit options; identify areas with design problems	4	16	32	8	0	60
3.6	Meet with PMT	3	3	0	0	0	6
3.7	Develop sketch concepts for up to five problem areas such as: - Mississippi River Crossing - Transitions at Bluff - Hiawatha connections - Penetration into downtown - Fort Snelling area	8	40	40	24	0	112
3.8	Identify potential hybrid alignment alternatives	2	4	4	0	0	10
3.9	Meet with PMT to select up to five alignment alternatives and modes for forecasting purposes (assumes 2 exclusive bus, 2 bus in mixed traffic, 2 LRT and one hybrid)	3	3	0	0	0	6
3.10	Prepare technical memo	2	4	0	0	2	8
3.11	Revise technical memo	1	2	0	0	2	5
3.12	Prepare for and meet with CTF	3	3	0	4	2	12
	SUBTOTAL TASK 3	26	83	96	56	6	267

CLIENT: RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

CONSULTANT: SRF CONSULTING GROUP, INC.

PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	
4.0	LAND USE AND REDEVELOPMENT POTENTIAL	0	0	0	0	0	0
	Task is agency responsibility						
	SUBTOTAL TASK 4	0	0	0	0	0	0
5.0	DEFINE TRANSIT SERVICE CHARACTERISTICS FOR ALTERNATIVE ALIGNMENTS						
5.1	Review bus and LRT service planning guidelines	0	2	0	0	0	2
5.2	Determine regional assumptions	2	4	0	0	0	6
	- Transit fares						
	- Parking costs						
	- Regional transit system						
	- Circulation systems for downtown St. Paul and downtown Minneapolis						
5.3	Determine transit service assumptions for each alignment/transit alternative (MCTO will update to 1997)	0	4	4	0	0	8
5.4	Develop feeder bus networks (one basic network with small variations for alignments and modes) in coordination with MCTO	4	16	0	0	0	20
5.5	Code feeder bus networks (assumes intern hired by SRF)	0	40	0	120	0	160
5.6	Meet with PMT	3	3	0	0	0	6
5.7	Prepare technical memo	2	4	8	0	4	18
5.8	Revise technical memo	1	2	0	0	2	5
5.9	Prepare for and meet with CTF	3	3	0	0	2	8
	SUBTOTAL TASK 5	15	78	12	120	8	233
6A.0	PREPARE RIDERSHIP FORECAST FOR HIAWATHA CORRIDOR						
6A.1	Review existing model	0	8	4	8	0	20
6A.2	Review future highway network and demographic inputs (MC will update TAZ files)	0	8	4	0	0	12
6A.3	Code Hiawatha busway (one alignment from downtown to MOA)	0	8	8	20	0	36
6A.4	Refine Hiawatha busway model	0	4	0	16	0	20
6A.5	Code Hiawatha LRT (one alignment from downtown to MOA)	0	4	0	16	0	20
6A.6	Model and analyze Hiawatha LRT and busway	2	8	4	8	0	22
6A.7	Refine models	0	8	0	8	0	16
6A.12	Meet with PMT	4	4	0	0	0	8
6A.13	Prepare technical memo	2	8	8	0	4	22

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	
6A.14	Revise technical memo	2	4	4	0	2	12
6A.15	Prepare for and meet with CTF	4	4	0	0	0	8
SUBTOTAL TASK 6A		14	68	32	76	6	196
6B.0	PREPARE FORECASTS FOR RIVERVIEW CORRIDOR						
6B.1	Review existing model	0	8	4	8	0	20
6B.2	Review future highway network and demographic inputs	0	8	4	0	0	12
6B.3	Code four major Riverview alternatives (7th Street, railroad, I35E, Shepard Road)	0	24	24	80	0	128
6B.4	Model and analyze four major Riverview alternatives	8	24	16	24	4	76
6B.5	Refine major Riverview alternatives	0	12	12	40	4	68
6B.6	Code model and analyze four minor Riverview alternatives (examples are: modal variations, hybrids, park/ride, combined Riverview and Hiawatha)	0	24	16	40	4	84
6B.7	Meet with staff & PMT	4	4	0	0	0	8
6B.8	Prepare technical memo	2	8	8	0	4	22
6B.9	Revise technical memo	2	4	4	0	2	12
6B.10	Prepare for and meet with CTF	4	4	0	0	2	10
SUBTOTAL TASK 6B		20	120	88	192	20	440
7.0	ESTIMATE CONSTRUCTION AND OPERATING COSTS						
7.1	Assemble current unit costs	0	0	4	0	0	4
7.2	Develop generalized quantity estimates	0	2	8	0	0	10
7.3	Develop generalized estimate of right-of-way costs (agency responsibility)	0	0	0	0	0	0
7.4	Assist MCTO in preparing operating cost estimates	2	4	0	0	0	6
7.5	Estimate annual cost per rider	0	2	2	0	0	4
7.6	Review cost estimates with PMT	3	3	0	0	0	6
7.7	Prepare technical memo	2	0	4	0	2	8
7.8	Revise technical memo	0	2	2	0	2	6
7.9	Prepare for & meet with CTF	3	3	0	0	2	8
SUBTOTAL TASK 7		10	16	20	0	6	52

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CONSULTANT: SRF CONSULTING GROUP, INC.

PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	ASSOCIATE					TOTALS
		PRINCIPAL	SR. PROF.	PROF.	TECHNICAL	CLERICAL	
8.0	EVALUATE RIVERVIEW ALTERNATIVES						
8.1	Review objectives, desired outcomes and evaluation criteria	0	2	0	0	0	2
8.2	Evaluate alternatives based on desired outcomes	4	12	32	0	0	48
	- Transit ridership						
	- Congestion / accidents						
	- Economic development potential						
	- Cost and subsidy						
8.3	Identify any potential "fatal flaws" such as:	4	12	32	0	0	48
	- Access impacts						
	- Safety and congestion impacts						
	- Environment impacts						
	- Development (from Task 4) impacts						
	- Right-of-way (agency) acquisition						
	- Land use compatibility (Task 4)						
	- Connections to major trip generators						
	- Construction impacts						
	- Linkages to other modes and Hiawatha Corridor						
8.4	Meet with PMT	3	3	0	0	0	6
8.5	Develop evaluation matrix and prepare technical memo	2	4	8	0	4	18
8.6	Revise technical memo and evaluation matrix	0	2	4	0	2	8
8.7	Prepare for and meet with CTF	3	3	0	4	2	12
	SUBTOTAL TASK 8	16	38	76	4	8	142
9.0	DETERMINE NEXT STEPS						
9.1	Assist project staff in developing recommendations	2	4	0	0	0	6
9.2	Meet with PMT	3	3	0	0	2	8
9.3	Prepare technical memo	2	4	0	4	2	12
9.4	Prepare for and meet with CTF	3	3	0	0	2	8
	SUBTOTAL TASK 9	10	14	0	4	6	34
10.0	PREPARE DRAFT AND FINAL REPORTS						
10.1	Meet with project staff to develop outline and report focus	3	3	0	0	0	6
10.2	Prepare first draft of report and executive summary	8	16	40	40	8	112
10.3	Revise draft report and executive summary; meet with PMT	4	8	8	8	4	32
10.4	Complete final report and executive summary	2	4	4	8	8	26

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

		***** ESTIMATED PERSON-HOURS *****					
TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
10.5	Meet with CTF	3	3	0	0	0	6
SUBTOTAL TASK 10		20	34	52	56	20	182
11.0	AGENCY COORDINATION AND COMMUNITY PARTICIPATION (Included in previous tasks)						
11.1	Assist staff in developing meeting calendar and guidelines (included in previous tasks)	0	0	0	0	0	0
11.2	Prepare and mail meeting notices & agendas (agency responsibility)	0	0	0	0	0	0
11.3	Prepare for and attend up to 8 CTF meetings (included in previous tasks)	0	0	0	0	0	0
11.4	Prepare and mail meeting notes (agency responsibility)	0	0	0	0	0	0
SUBTOTAL TASK 11		0	0	0	0	0	0
TOTAL ESTIMATED PERSON HOURS		143	472	380	524	85	1604
AVERAGE HOURLY BILLING RATES		\$110	\$85	\$60	\$60	\$53	
ESTIMATED LABOR AND OVERHEAD		\$15,730	\$40,120	\$22,800	\$31,440	\$4,505	\$114,595
ESTIMATED DIRECT NON-SALARY EXPENSES:							\$2,130
TOTAL ESTIMATED FEE							\$116,725

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PROJECT: TRANSIT SERVICES FOR HIAWATHA AND RIVERVIEW CORRIDORS

TASK NO.	WORK TASK DESCRIPTION	***** ESTIMATED PERSON-HOURS *****					TOTALS
		PRINCIPAL	ASSOCIATE SR. PROF.	PROF.	TECHNICAL	CLERICAL	

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## ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	3000 Miles @	\$0.31					\$930
REPRODUCTION:	2000 Copies @	\$0.10					\$200
PRINTING:							\$500
Draft Report (10 copies)							
Draft Exec Summ (10 copies)							
Final Report (10 copies)							
Final Exec Summ (10 copies)							
COMMUNICATIONS/DELIVERIES:							\$300
MISCELLANEOUS SUPPLIES:							\$200
ESTIMATED DIRECT NON-SALARY EXPENSES							\$2,130 =====

SRF CONSULTING GROUP, INC.  
RANGE OF HOURLY RATES  
APRIL 1997 THROUGH MARCH 1998

<u>CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
Principal	\$110.00 - \$135.00
Senior Associate	\$ 90.00 - \$100.00
Associate	\$ 68.00 - \$ 90.00
Senior Professional	\$ 58.00 - \$ 85.00
Professional	\$ 45.00 - \$ 65.00
Principal Technician	\$ 57.00 - \$ 70.00
Senior Technician	\$ 48.00 - \$ 58.00
Technician	\$ 28.00 - \$ 48.00
Clerical/Word Processor	\$ 27.00 - \$ 52.00

Mileage shall be reimbursed at the IRS rate allowable (currently \$0.31 per mile).



# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
SRFCO-1

DATE (MM/DD/YY)  
06/11/97

## PRODUCER

Twin City Group  
4500 Park Glen Road  
Minneapolis MN 55416

Mark R. Sheehan  
Phone No. 612-924-6900 Fax No.  
INSURED

SRF Consulting Group, Inc.  
One Carlson Pkwy N #150  
Minneapolis MN 55447

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A St Paul Co's  
COMPANY  
B  
COMPANY  
C  
COMPANY  
D

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CK06308344	06/30/96	06/30/97	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab				FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	CK06308344	06/30/96	06/30/97	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CK06308344	06/30/96	06/30/97	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Deduct \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA6302053	06/30/96	06/30/97	<input checked="" type="checkbox"/> WVC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 100,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 100,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Riverview & Hiawatha Corridors; Contractual Liability Included

## CERTIFICATE HOLDER

Ramsey County Regional  
Railroad Authority  
665 Ramsey County Govt Ctr W  
50 West Kellogg Blvd  
St Paul MN 55102

CTYRAMS

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Mark R. Sheehan*

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06/11/97

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## COMPANIES AFFORDING COVERAGE

COMPANY  
A Reliance Ins Co of Illinois

COMPANY  
B

COMPANY  
C

COMPANY  
D

## COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	Professional Liability	NPC012313801 DEDUCTIBLE - \$100,000	06/30/96	06/30/97	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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AUTHORIZED REPRESENTATIVE

*Mark R. Sheehan*

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