

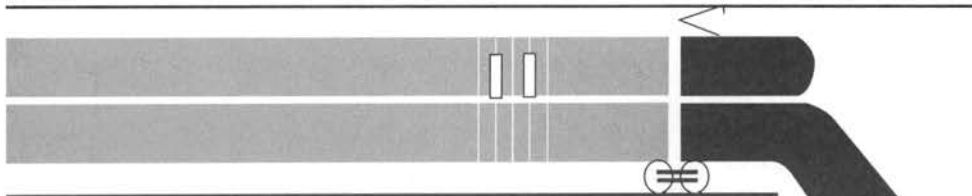


Ramsey County Regional Railroad Authority.  
Records.

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05/08/07 work  
Session



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**Ramsey County Regional Railroad Authority**

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6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

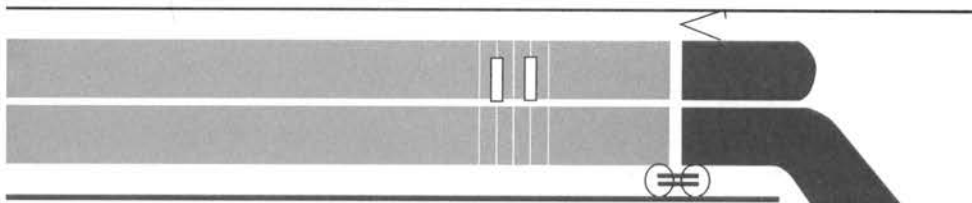
## **AGENDA**

### **Regional Railroad Authority Work Session**

**May 8, 2007**

**Room 220 Courthouse  
Large Conference Room**

1. Central Corridor Funding Agreement.
2. Director's Report.



## **Ramsey County Regional Railroad Authority**

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

### **MEMORANDUM**

To: Ramsey County Regional Railroad Authority Commissioners  
Dave Twa, County Manager

From: Kathryn Fischer, Director

Subject: Intergovernmental Agreement with Metropolitan Council and Hennepin  
County Regional Railroad Authority for Central Corridor Preliminary  
Engineering

Date: May 4, 2007

In December, 2006, the Federal Transit Administration (FTA) gave permission to the Metropolitan Council to begin preliminary engineering (PE) on the Central Corridor light rail project. A copy of the letter granting that permission is Attachment 1 (December 13, 2006 to Brian Lamb).

In order for the Metropolitan Council to sign contracts with consultants who will perform the PE work, the funding for the project is required to be committed. It is anticipated that the contracts will be signed in June. The next Ramsey County Regional Railroad Authority meeting is scheduled for June 5. A cooperative funding agreement developed by Ramsey staff in consultation with Hennepin staff (Attachment 2) was discussed at a Rail Authority work session. At that work session, you identified several major principles to be addressed in the agreement. A major principle was that preliminary engineering be completed before any cuts are made to the project. Any trimming must be done at the conclusion of the process of preliminary engineering. A memorandum from David MacMillan (Attachment 3) addresses these issues in relation to a Metropolitan Council staff proposed agreement received this week (Attachment 4).

Three major issues need to be brought to your attention in relation to the Metropolitan Council proposed agreement:

- (1) Connection to the Union Depot concourse; and
- (2) Limiting the Rail Authority's financial contributions during PE.



- (3) Completion of preliminary engineering before cuts are made to the project.

#### **Connection to the concourse of Union Depot**

The draft agreement from the Metropolitan Council provides for analysis in PE of the terminus at the concourse level of Union Depot and for analysis of the Fourth Street station in front of Union Depot. The draft agreement does not require that the Depot or other components be analyzed to the full level of preliminary engineering, which is about a 70% level of engineering.

The agreement should specify that the concourse and Fourth Street Union Depot stations should be analyzed to the full 70% level of engineering and that the two stations will be fully addressed in the Federal Environmental Impact Statement.

#### **Financial Contributions of Rail Authorities**

The Memorandum of Understanding (MOU) executed in August, 2006 by the Rail Authorities and the Metropolitan Council provides that Ramsey County Regional Railroad Authority would be responsible for approximately 12% of the project cost (1/3 of local match to federal capital funds, divided 70/30% to Ramsey and Hennepin County Regional Railroad Authorities).

The shares of the \$45 million are anticipated to be:

|                                |                |
|--------------------------------|----------------|
| Federal Transit Administration | \$22.5 million |
| State                          | 15.0 million   |
| RCRRA                          | 5.25 million   |
| HCRRA                          | 2.25 million.  |

There is currently \$13.05 million in state funding and approximately \$7.8 million in federal funding available to conduct this work. Requests for additional federal and state funding have been made. Under the proposed agreement, the Rail Authority would provide cash flow for PE if additional federal or state funding did not become available. If no additional state or federal funds become available, the RCRRA would be responsible for an additional \$11.9 million and HCRRA for an additional \$5.1 million. In addition, there is no vehicle in the agreement to reimburse the Rail Authorities for the extra share if the project does not go forward. If the project proceeds, the up front amounts will count against the Rail Authorities' share of design and construction costs.

On the other hand, capping the RCRRA contribution at \$5.25 million may result in PE not being completed.

#### **Timing for project trimming**

The letter from the Federal Transit Administration to Brian Lamb which gives permission for the Central Corridor project to enter preliminary engineering, on page 3 says, "Given

the project development issues that have been identified so far, the MC must develop a viable project development strategy to resolve the issues related to scope, schedule, and cost within one year of the PE approval, or the project may be removed from PE status.”

Ramsey County staff had proposed that the agreement specify that projects’ elements would not be trimmed until the end of preliminary engineering. Metropolitan Council staff has indicated that the project trimming will occur by the end of 2007, in order to comply with the FTA letter and with subsequent conversations between Metropolitan Council Peter Bell and Federal Transit Administrator Simpson. In addition, the Federal Transit Administration is requesting a larger contingency amount be added to the project than was previously identified. The result is that the Metropolitan Council proposes to trim elements of the project, contrary to your current direction, before preliminary engineering is completed. Staff has indicated that there may be a reinstatement list to identify items that could be added back into the project if the cost effectiveness criterion is relaxed.

This reinforces the need to have Union Depot stations analyzed to the full 70% level during preliminary engineering, to be prepared for contingencies.

It would also be prudent for Ramsey County Regional Railroad Authority to continue to require inclusion of language in the agreement that any trimming of the project will occur at the end of preliminary engineering, when the full scope of costs has been identified.

**Recommendation:**

These issues will be discussed at the May 8 work session of Ramsey County Regional Railroad Authority. No vote is anticipated at this meeting. There are other issues in the agreement, but these are the major ones.



U.S. Department  
of Transportation  
Federal Transit  
Administration

REGION V  
Illinois, Indiana,  
Michigan, Minnesota,  
Ohio, Wisconsin

200 West Adams Street  
Suite 320  
Chicago, IL 60606-5253  
312-353-2789  
312-888-0351 (fax)

Mr. Brian Lamb  
Chief Executive Officer  
Metro Transit  
390 North Robert Street  
St. Paul, Minnesota 55101

December 13, 2006

Re: Preliminary Engineering Approval for Central Corridor Light Rail New Starts Project

Dear Mr. Lamb:

The Federal Transit Administration (FTA) is pleased to inform you that the Metropolitan Council's (MC) Central Corridor light rail transit (CCLRT) project has been approved into preliminary engineering (PE). This approval of the initiation of PE is a requirement of Federal transit laws governing the New Starts program (49 U.S.C. Section 5309(e)(6)), as amended by the Transportation Equity Act for the 21<sup>st</sup> Century and continued under its successor, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

The CCLRT project is an 11-mile double-tracked LRT line that would connect the downtowns of St. Paul and Minneapolis, while serving a number of other significant activity centers such as the University of Minnesota-St. Paul, the State Capitol and major venues. From Minneapolis, the proposed LRT service would operate along 1.2-miles of the existing Hiawatha LRT line in downtown before turning east in its own right-of-way, crossing the Mississippi River on the existing Washington Avenue Bridge to St. Paul, and following University Avenue to the State Capitol area, finally terminating at Union Depot in downtown St. Paul. The current project scope also includes a 0.6-mile tunnel through the University of Minnesota campus. The alignment would operate in an exclusive guideway with no mixed traffic operations. Sixteen new stations would be built and 31 light rail vehicles would be procured.

FTA is required by law to evaluate a proposed project's cost effectiveness and ensure that prospective grant recipients demonstrate the technical, legal, and financial capability to implement a proposed New Starts project. As a result of FTA's evaluation for PE approval, the CCLRT project has received an overall rating of *Medium* under the New Starts criteria. The project's current total capital cost estimate is \$932.2 million (year of expenditure dollars). The MC is seeking \$465.2 million (49.9 percent) in Section 5309 New Starts funds.

The MC must improve the project's cost estimate during PE, as well as meet other critical project development milestones that will minimize risks, provide sufficient information on the project's costs and merits for future New Starts evaluations, and ensure the delivery of a cost effective New Starts investment. The MC must also address the following milestones during PE:

- Complete the National Environmental Policy Act (NEPA) process satisfactorily so that FTA can issue an environmental Record of Decision; NEPA completion requires the engineering, technical work, and interagency coordination necessary to support decisions on the scope of the preferred alternative, evaluation and mitigation of adverse impacts, environmental permits and agreements, and responses to comments on draft NEPA documents;
- Ensure that any additional travel forecasts for the project adhere to FTA requirements and the state of the practice, and reflect the transportation network assumed for the appropriate design year in the region's financially constrained long range plan;
- Further develop the Project Management Plan (PMP) to include final design and construction; coordinate the PMP with the section of the FEIS on construction impacts and provide for mitigation monitoring during final design and construction phases in the PMP;
- Undertake value engineering;
- Further develop transit-supportive land-use plans consistent with the analysis of development impacts presented in the NEPA documents;
- Refine the Financial Plan and confirm commitments of non-Section 5309 New Starts financing;
- Update Fleet Management Plans;
- Develop a Real Estate Acquisition and Management Plan;
- Address other project-readiness issues identified by FTA as PE progresses; and
- Provide quarterly progress reports.

In August 2006 FTA initiated a scope, schedule and cost assessment of the Central Corridor's locally preferred alternative based on the April 2006 Alternatives Analysis/Draft Environmental Impact Statement. The review was completed in October 2006 and is included as an attachment to this letter. Based on the review's findings, please ensure that the following are addressed and resolved during PE:

- Finance charges must be included in the capital cost estimate.
- Since the MC plans to use design-build and design-bid-build project delivery methods, an updated schedule is needed that differentiates tasks between the two methods.
- Major risks (confined work zones, traffic impacts, and tunnel construction) have been identified with the design/construction of the tunnel at the University and track/station construction in downtown St. Paul. These risks must be addressed during PE.
- While the MC plans to use the current Hiawatha LRT shop and storage yard in Minneapolis for the CCLRT, it is unclear if the facility can handle the maintenance needs of both LRT lines. A layover facility is not planned at the project's St. Paul terminus. Further analysis must be done to ensure that the existing maintenance shop's capacity can effectively accommodate the maintenance needs of both LRT lines.
- The number of new stations included in the cost estimate (14) differs from the quantity shown on plan/profile drawings (16). This must be corrected.
- The current year cost estimate's escalation rate from 2002-2006 (2.7 percent) is too low given the current bidding climate for construction material and should be revisited.
- The major traffic and accessibility impacts of construction staging as part of the retrofit of the Washington Avenue Bridge (river crossing) must be addressed in the project's total capital cost estimate.
- The majority of the alignment traverses the median of University Avenue with at-grade intersections every few blocks. While these intersections would be signalized with LRT

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receiving signal prioritization, this could present major delays, particularly during peak hours, and create conflicts on the joint operations segment in Minneapolis. Traffic studies and LRT simulations must be performed at all major signalized intersections where LRT operations would occur adjacent to traffic lanes along University Avenue.

FTA is also concerned that the proposed system's planned passenger capacity, as currently designed, may not be sufficient to handle peak hour passenger demand at the maximum load points if MC's assumptions on nearly uniform passenger arrival patterns at stations and maximum allowable load factors are not achieved. The estimated end-to-end travel time depends on the reliability of the current assumptions regarding the delays occurring at the traffic signals and station dwell times. Therefore, as part of the PE effort, the MC must work with the cities of Minneapolis and St. Paul to develop an appropriate traffic signal timing plan to ensure successful LRT operations that meet the project's objectives with the least possible delays experienced by the LRT. An updated fleet management plan that effectively demonstrates how planned passenger capacity will be met must also be submitted to FTA within 60 days of this PE approval. The plan should be based on observed conditions on the existing Hiawatha LRT line and estimates of future (2030) demand on the CCLRT line and substantiated by data collected on current peak hour ridership by station; actual measured dwell times by station; and peak period passenger arrivals at each station in 15-minute intervals. FTA and the MC need to ensure that an effective operating strategy, including the required number of peak vehicles, is based on planned headways and railcars that meet the projected (2030) passenger demand.

The project's total capital cost estimate is based on early project design documents that are only minimally developed. Per FTA's *Reporting Instructions for the Section 5309 New Starts Criteria (May 2006)*, the capital cost estimate must include all applicable costs, including finance charges, PE, final design and construction costs. More definition of scope to produce a more detailed cost estimate and schedule is needed to increase cost and schedule reliability.

The MC must work with FTA to develop a project development strategy to resolve the issues identified above, along with others that have been identified in FTA's assessment of scope, schedule, and cost as well as any others that are identified as project development continues. The objectives of this strategy are to ensure that:

- All environmental impacts are identified and adequate provisions made for their mitigation in accordance with NEPA requirements;
- All major or critical project elements are designed to the level that no significant unknown impacts relative to their costs will result; and
- All cost estimating is complete to the level of confidence necessary for the MC to effectively implement the financing strategy, including establishing the maximum dollar amount of the New Starts financial contribution needed to implement the CCLRT project.

FTA expects the MC to use credible, relevant, identifiable and cost-effective industry or engineering practices that are uniformly and consistently applied so that FTA and the MC can successfully meet each of the above objectives. The resultant PE work scope must ensure that it specifically identifies the main components of the CCLRT project scope and addresses FTA's PE exit criteria, which is anticipated to be issued shortly. Given the project development issues that have been identified so far, the MC must develop a viable project development strategy to resolve the issues related to scope, schedule, and cost within one year of this PE approval or the project may be removed from PE status.

FTA is aware that the MC has identified a series of potential cost containment options that will be examined during PE to reduce the project's current total budget. Accordingly, FTA reminds the MC that any significant project scope changes (e.g., deferral of planned stations, at-grade versus tunnel alignment at the University of Minnesota, shorter operating segment) that would impact the project's estimated benefits will necessitate an updated New Starts submittal and subsequent evaluation by FTA.

While the project is rated "Medium" overall against the New Starts criteria, it has only achieved a rating of "Medium-Low" for cost effectiveness. In response to concerns raised by Congress, the Department's Office of Inspector General, the Government Accountability Office, and the Office of Management and Budget, as a general practice, the Administration will target its future funding recommendations only to those proposed New Starts projects that achieve a "Medium" or better rating for cost effectiveness. While this policy will not impact FTA's PE approval, it will prevent the Administration from recommending a Federal funding commitment for the project once additional project development milestones are completed. FTA is committed to working with the MC to help you achieve this cost effectiveness goal by identifying cost reductions, project modifications, value engineering opportunities, and other ways to improve the project's cost effectiveness.

Consistent with FTA's May 2006 *Guidance on New Starts Policies and Procedures*, the MC should submit to FTA all information - including methodologies, assumptions, and results, if not previously submitted, pertaining to the development of the project's: 1) scope; 2) transit service levels; 3) capital costs; 4) operating and maintenance costs; and 5) ridership patterns and revenues, within 60 days of this approval. This information will subsequently help inform a Before and After Study, as required by SAFETEA-LU for all executed Full Funding Grant Agreements (FFGA), should the CCLRT project result in an FFGA. FTA will work with the MC to further identify the requisite documentation and other information for the submission.

As part of FTA's project readiness evaluation, FTA will conduct a formal risk assessment of the project's estimated scope, schedule and costs. A final risk assessment, including a risk mitigation plan, is *not* a method to validate a specific budget number, but rather is a tool for FTA and the MC to determine areas of increased oversight for the project as it proceeds through implementation. FTA will work with the MC to determine a schedule for the initiation and completion of the risk assessment process for the CCLRT project.

With this approval, the MC has pre-award authority to incur costs for the PE activities discussed above prior to grant approval while retaining eligibility for future FTA grant assistance for the incurred costs. This pre-award authority does not constitute an FTA commitment that future Federal funds will be approved for the project. As with all pre-award authority, all Federal requirements must be met prior to incurring costs in order to retain eligibility of the costs for future FTA grant assistance. FTA's approval to initiate PE is not a commitment to approve or fund any final design or construction activities. Such a decision must await the outcome of the analyses to be performed during PE, including completion of the NEPA process.

FTA will continue to work with the MC during the development of the CCLRT project. If you have any questions regarding this letter, please contact me at (312) 353-2789.

Sincerely, .

Sincerely, 

**Marisol R. Simon**  
Regional Administrator

**Enclosure**

- FTA's Scope, Schedule and Cost Review Report, October 2006

2

RCRRA Contract No. \_\_\_\_\_  
HCRRA Contract No. A070414

**COOPERATIVE FUNDING AGREEMENT**  
**FOR PRELIMINARY ENGINEERING**  
**CENTRAL TRANSIT CORRIDOR**

THIS AGREEMENT is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (Met Council), the Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota (HCRRA), and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (RCRRA) on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSETH:

WHEREAS, the Met Council, HCRRA, and RCRRA are committed jointly to the design and construction of a light rail transit (LRT) line between downtown Minneapolis and the Union Depot in downtown St. Paul and connecting to and integrated with the existing Hiawatha LRT line in Minneapolis and Bloomington (the Project); and

WHEREAS, the parties anticipate and the Project requires contribution of funds from the United States Government through grants from the Federal Transit Administration (FTA) and other federal sources and programs; and

WHEREAS, such grants from the FTA and other federal sources will require funding participation from non-federal sources, including state and local governmental units (the Local Match); and

WHEREAS, the State of Minnesota, through the Met Council, and HCRRA, and RCRRA will provide funds for the Local Match in the following proportion: State of Minnesota, two-thirds (2/3) of the Local Match; HCRRA, thirty percent (30%) of one-third (1/3) of the Local Match; and RCRRA, seventy percent (70%) of one-third (1/3) of the Local Match required by the United States government; and

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WHEREAS, the parties have received approval from the FTA to proceed with Preliminary Engineering (PE) for the Project; and

WHEREAS, it is estimated that PE will cost Forty-five Million Dollars (\$45 million) for consultant and staff costs; and

WHEREAS, HCRRA and RCRRA will provide matching funds for their respective shares for PE; and

WHEREAS, the parties wish to enter into this Agreement to prescribe and delineate their respective rights and obligations in connection with the PE phase of the Project;

NOW, THEREFORE, in consideration of the mutual promises, agreements, benefits, and obligations herein, it is agreed between the parties as follows:

I. METROPOLITAN COUNCIL

- A. In consultation with HCRRA and RCRRA (the "RRAs"), Met Council shall negotiate and enter into all necessary grant agreements with the FTA or other federal funding agencies necessary to receive federal funding for PE.
- B. In consultation with the RRAs, Met Council shall prepare, negotiate, and enter into a contract with a consultant or consultants for PE ("PE Contracts"). The PE Contracts must include provisions in a form substantially as follows:
  - 1. The contractor must prepare regular progress reports, not less than monthly, which keep the Met Council and RRAs apprised of the specific location proposed for the LRT route; termini of the LRT route; general dimensions, elevation and alignment of the route and crossings; location of tracks at, below, or above grade; station locations; and projected costs of final design and construction of the lines.

2. The contract shall provide that the contractor shall consult with HCRRA and RCRRRA as to the matters stated in section I B (1) above for the purposes of review and comment by the RRAs.
  3. The contractor must provide to HCRRA and RCRRRA for informational purposes duplicates of all invoices and supporting documentation it provides the Met Council.
- C. The Met Council, through funding agreements with the State of Minnesota or any of its agencies or departments, shall pay two-thirds (2/3) of the non-federal Local Match for PE.
- D. The Met Council shall provide quarterly reports identifying all activities, in addition to consulting contracts, for which Project funds are to be expended, including the dollar amount attributable to the Project, the name of the individual conducting the activities, the hours spent and their rate of compensation.
- E. The parties agree that preliminary engineering will include for consideration, analysis, and design all features identified in the draft environmental impact statement (DEIS) which has been prepared in connection with the Central Corridor, and must include analysis of location of the downtown St. Paul terminus of the corridor at the St. Paul Union Depot Concourse.
- F. The parties agree that the RRA's obligation to contribute their respective shares as stated in Section II of this agreement is contingent upon completion of PE and inclusion in PE of the requirements of Section I E. The parties agree that PE will be completed in order to enable them to evaluate all design alternatives which will be included in final design and construction. It is agreed that no alternatives will be eliminated during PE without

the consent of all parties hereto. PE will not be terminated prior to completion without the consent of the RRAs.

## II. REGIONAL RAILROAD AUTHORITIES

- A. HCRRA shall pay thirty percent (30%) of one-third (1/3) of the non-federal Local Match for PE, to a maximum of two million two hundred fifty thousand dollars (\$2,250,000.00). RCRRA shall pay seventy percent (70%) of one-third (1/3) of the non-federal Local Match for PE, to a maximum of five million two hundred fifty thousand dollars (\$5,250,000.00). Payment shall be made at the times and according to the procedures described in this Agreement.
- B. In consideration of the obligations of the RRAs stated in Section IIA, the RRAs shall have the following rights:
1. The RRAs shall have the right to be consulted during negotiations between Met Council and the FTA as to any agreements with the FTA related to the Project and shall have the right of review and comment on any proposed agreements related to PE between Met Council and the FTA.
  2. The RRAs shall be provided copies of all bids or responses to Requests for Proposals ("RFP") for PE contracts obtained by the Met Council at least ten (10) days prior to the award of any contract or contracts and shall have the right to review and comment on such proposals prior to award of the contract by the Met Council.
  3. The RRAs shall have the right to review and comment on any proposed contract for PE. The contract must, at a minimum, contain the requirements provided in Section I B hereof.

### III. GENERAL PROVISIONS

#### A. Financial Management and Budget for Preliminary Engineering.

1. Quarterly the Met Council, after it receives invoices from its PE contractor and insures that the RRAs have received a copy of such invoices from the contractor, shall advise the RRAs of their respective shares of such invoice, as provided in IIA hereof.
2. Within thirty (30) working days after receipt of an invoice from the Met Council, the RRAs shall remit to the Met Council the amount stated as their respective shares of the invoiced amount.
3. Met Council is the Grantee of the federal funds. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of the grant application to the FTA. As Grantee, Met Council is required, irrespective of the participation of other parties, to ensure that the Project is carried out in compliance with federal requirements and regulations. Met Council, as Grantee, has the primary responsibility to comply with federal requirements. Accordingly, Met Council will ensure that the parties comply with applicable federal statutes, regulations and directives.
4. Met Council will have the sole responsibility for provision of Project expenditure reporting information to the FTA and the Parties. Met Council, the State Auditor, the Legislative Auditor and the MnDOT Auditor will have responsibility for audit functions.
5. For the PE portion of the Project, not later than September 1 of each calendar year, the Met Council will prepare a cash flow projection for contract payments which will enable the RRAs to budget for their respective shares of the contract

cost on an annual basis. The cash flow projection will show the annual appropriations needed to fund the fiscal year's expenditures under the PE contract; the mix of funds based upon funding source for the PE contract; and the anticipated timing of receipt and payment of these funds.

B. Miscellaneous.

1. Conflict Resolution. If a dispute should arise between or among the parties to this Agreement with respect to this Agreement or any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to initiation of the dispute resolution procedure in Minn. Stat. § 473.3994, Subd. 13 (regarding the parties' respective authority or responsibility); or prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Agreement entered into prior to mediation which specifically addresses the responsibility of each Party for the expenses of such mediation.
2. Employees. All employees of each party and all persons engaged by each party in the performance of any work or services required or provided for herein to be performed by each party shall not be considered employees of any other party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be



rendered herein, shall in no way be the obligation or responsibility of any other party.

3. Applicable Provisions of Law. The parties agree to comply with applicable provisions of Minnesota state law, federal law and regulations and of any applicable local ordinances which shall be considered a part of this Agreement as though fully set forth herein.
4. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
5. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties. One or more waivers by said party of any provision, term, condition or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by other parties.
6. Governing Law. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.

7. Notices. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified mail or delivered in person to the other parties as follows:

MET COUNCIL

Regional Administrator  
Metropolitan Council  
230 East Fifth Street  
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA

Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

8. Contract Administration. In order to coordinate the activities of the Parties so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the parties.

MET COUNCIL

Regional Administrator  
Metropolitan Council  
230 East Fifth Street  
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA

Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

9. Availability of Records. The parties agree that each party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.
10. Data Privacy. The parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations.
11. This Agreement shall take effect upon execution by all of the parties hereto and by proper state officials and shall remain in effect until completion of PE, or such earlier time by agreement of the parties, if it becomes apparent that adequate state and federal funding will not be available for the Project.
12. The parties to this Agreement may mutually agree to cancel this Agreement prior to its termination.
13. The recitals in this Agreement are hereby incorporated into the Agreement and are binding obligations of the parties hereto.
14. Upon completion of PE or earlier cancellation of this Agreement as provided herein, this Agreement shall terminate and be of no further force or effect.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

METROPOLITAN COUNCIL

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by County Attorney's Office

Date: \_\_\_\_\_

HENNEPIN COUNTY REGIONAL  
RAILROAD AUTHORITY

By: \_\_\_\_\_

Its: Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Deputy/Executive Director

ATTEST:

\_\_\_\_\_  
Clerk of its Board

RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# OFFICE OF THE RAMSEY COUNTY ATTORNEY

Susan Gaertner, County Attorney

50 West Kellogg Boulevard, Suite 560 • St. Paul, Minnesota 55102-1556

Telephone (651) 266-3222 • Fax (651) 266-3032



Civil Division

## MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David MacMillan  
Ramsey County Attorney's Office

DATE: May 1, 2007

SUBJECT: Preliminary Engineering Cooperative Funding Agreement

### Background

As part of the Central Corridor light rail transit design and construction project (the Project), the Ramsey County Regional Railroad Authority (RCRRA), Hennepin County Regional Railroad Authority (HCRRA), and the State of Minnesota, through the Metropolitan Council (the Council), have been negotiating a cooperative funding agreement to delineate the parties' respective rights and responsibilities, including financial responsibilities, for completion of preliminary engineering (PE) for the project.

At a work session in early April 2007, the RCRRA outlined a series of principles it deemed essential to be included in any agreement.

These principles included the following provisions:

1. Preliminary Engineering (PE) is to be completed **before** any particular design elements were discarded. In other words, no design feature, in particular proposed termini of the project, are to be decided upon or fixed before completion of PE.
  2. Regional Railroad Authority contributions to the funding of PE are to be periodic payments over the life of the agreement, and not "up front" payments to be used before other sources of funds, particularly from the State and Federal governments, were used.
  3. The agreement is to be for PE only and was not to create an obligation for any other steps of the project. The obligations of the parties for subsequent stages of the Project, such as Final Design and Engineering and Construction, will be addressed by future agreements.
- 1

4. PE will consider all design features identified in the draft environmental impact statement (DEIS) and, specifically, included PE for the use of the Union Depot Concourse as a terminus for the line.

On April 30, 2007, the Council forwarded to the RRAs a draft PE Agreement (the Agreement). This proposal addresses (or fails to address) the above requirements as follows:

1. While not as explicit as desirable, and subject to interpretation and disagreement, the RCRRA principle that no design alternative be discarded **before** completion of PE appears to be addressed in Article I, Sections D and E of the Council's proposed agreement may, and, when taken together, may insure the results desired. Article I D requires that the scope of work for PE and Final Environmental Impact Statement (FEIS) must include all features included in the Draft Environmental Impact Statement (DEIS). Article I E provides that the RRA's obligation to provide funding is contingent upon this inclusion in the scope of work of all the design elements (including presumably, the use of the Union Depot Concourse as a terminus) in the DEIS, and the FEIS will address the design elements in the DEIS.

The weakness in the Council language is that it appears only to require inclusion of these elements in the scope of work but says nothing about whether any particular design elements can be discarded before completion of PE. The Council's proposed language provides some degree of assurance that all elements will remain on the table until the end of PE, but does not mandate such result, as required by the RCRRA.

2. The Council's proposal does not provide for RRA contributions to be staged, and in fact, explicitly provides that RRA funds will be used to cash flow PE if State and Federal funds are not allocated in a timely manner. While the Agreement provides that any cash flow funding provided by the RRAs which exceeds the share of design and construction agreed upon in the 2006 Memorandum of Understanding (MOU) between the parties is to be adjusted by lesser contributions during the construction phase, if construction does not occur, the RRAs will not receive any reimbursements of payments they make in excess of the MOU obligation.
3. The Council's agreement is for PE only and will not create any obligations for funding or shares of other phases of the project, such as final design and construction. Those parts of the project will require new agreements.
4. Finally, with respect to the RCRRA principle that PE consider all the elements identified in the DEIS, as indicated above, Article I D and E provide some level of assurance, but the language is not as clear as is desired.

The above discusses whether and how the Council's proposal satisfies the RCRRA's principles. The next section of this memorandum will address general concerns with the Council's draft.



A. Recitals:

1. The first recital in the Council's proposed agreement has deleted the reference to the Union Depot in downtown St. Paul as a terminus. This language should be reinstated into the agreement.
2. The fifth recital references that the RRAs and the State entered into an MOU which committed each party to make expenditures for construction for the project. Since this agreement deals only with preliminary engineering, I suggest that the scope of the statement be reduced to rather than saying construction, just say preliminary engineering.
3. Recital No. 7: This recital provides that the RRAs, at their risk, would contribute funds to PE greater than the percentage commitment in the MOU. I have added language that if the project is terminated prior to final design and engineering, the Council would reimburse the RRAs for excess funds they spent in connection with PE.

B. Article I,

Article I, paragraphs D and E. As indicated previously in this memorandum, paragraphs D and E do provide some comfort with respect to insuring that the PE process will consider all matters identified in the DEIS. However, as previously stated, this language is vague and subject to interpretation and does not clearly require that no element of design identified in the DEIS be discarded before completion of PE.

C. Article II

Article IIA is somewhat awkwardly worded but appears to require that the RRAs provide the funding for PE which exceed available, cash in hand, State and Federal project fund sources. State and Federal project fund sources are defined as monies unexpended and available at the Council from the State or Federal funds. In short, it is my view that this provision is to require the rail authorities to fund PE from their resources until such time as the State and Federal governments allocate sufficient funds to complete PE. It is my understanding that there are certain State and Federal monies which have, at this time, been allocated and which can be used and will be used to fund a portion of the \$45 million of the PE study. However, these funds are not sufficient at this time to fund the full \$45 million, even including the rail authority contributions. Therefore, it is possible that prior to completion of PE, the existing Federal and State funds will have been exhausted. Article IIA provides that rail authorities will, in essence, keep the project cash flowing until such time as additional State and Federal funds became available. I have added language which indicates that in the event rail authority funds are used to cash flow the project for some interim period of time, such cash flow would not operate to increase the proportionate share of preliminary engineering owed by the RRAs to a level greater than that agreed to in the MOU.

Article IIC: Once again, in an effort to insure that the RRA's contribution to PE does not exceed their proportionate share as agreed to in the MOU, I have included language which specifically states the dollar cap for the RRA's obligation for PE.

#### D. Article VI

Article VI, General Provisions: Article VI, paragraph P. As a consequence of difficulties identified with respect to the rail authorities assuming the financial obligation to complete PE even if there is a shortfall in State and Federal contributions, and thereby paying a greater share of the PE costs than envisioned in the MOU, the agreement that such overpayment would be credited against final design and construction is illusory if PE reveals the project has no financial future, and the project is abandoned. If this happens the rail authorities would not be able to recoup their excess contributions. In an attempt to deal with this issue, I have added language to Article VI P, which allows any rail authority or rail authorities, or any party, to withdraw from the PE agreement and terminate its obligations if, in the opinion of the party, it is unlikely that there will be sufficient funding made available to complete the project. The project is defined earlier in the agreement as the complete design and construction of the light rail transit line between Minneapolis and St. Paul. Thus, if at any point during PE, any party feels that the project will not be built, it may withdraw from the agreement and terminate its obligations to participate in PE. Such action would likely have the effect of ending PE, but it would enable a party to withdraw from the agreement before committing excess funds to a project that is not going to be constructed.

#### Summary

In summary, the Council's proposed agreement does not encompass the principles the forth by the Ramsey County Regional Railroad Authority and has some serious flaws which need to be corrected. The most serious of flaws is the funding mechanism which provides that the RRAs will meet the cash flow needs of PE with adjustments to be made if necessary during the final design and construction phases of the project. This method of funding will be successful only if the project is completed. If for some reason it becomes clear that funding for the project will not be available to complete final design and construction, the rail authorities would be at risk to having contributed a greater proportion of PE than required by the MOU.

**Reference Numbers**

CCLRT Project:

Metropolitan Council:

RCRRA Contract No.

HCRRA Contract No. A070414

**PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT**

**NAME: Cooperative Funding Agreement For Preliminary Engineering**

**PARTIES:**

- **Metropolitan Council**
- **Hennepin County Regional Railroad Authority**
- **Ramsey County Regional Railroad Authority**

**THIS AGREEMENT** ("Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council"), the Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota ("HCRRA"), and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA").

**WHEREAS:**

1. The Met Council, HCRRA, and RCRRA are committed jointly to the design and construction of a light rail transit ("LRT") line running between downtown Minneapolis and downtown St. Paul and connecting to and integrated with the existing Hiawatha LRT line in Minneapolis. Design and construction of the new light rail transit line is referred to in this Agreement as the "Central Corridor LRT Project" or the "Project".

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2. The Met Council has entered into an agreement with the Minnesota Department of Transportation whereby the Met Council will coordinate funding for the Project and, in consultation with the department, will be responsible for planning, preliminary and final design, and construction of the Project.
3. The parties anticipate and the Project requires contribution of funds from the United States Government through grants from the Federal Transit Administration ("FTA") and other federal sources and programs. Such grants from the FTA and other federal sources will require funding participation from non-federal sources, including state and local governmental units.
4. The Met Council has received certain appropriations from the State of Minnesota to fund design and construction of the Project. The parties anticipate additional future appropriations from the State of Minnesota for design and construction of the Project.
5. Pursuant to a Memorandum of Understanding between the parties entered into on or about August 29, 2006, HCRRA and RCRRRA each committed to make certain expenditures for construction of the Project. Such commitment was based on the contribution proportions of HCRRA and RCRRRA as set forth in Minnesota Laws 2006, Chapter 258, Section 17(4).
6. The Project has received approval from the FTA to proceed with Preliminary Engineering ("PE") for the Project. It is estimated that PE will cost approximately \$45 million for consultant and staff costs.
7. HCRRA and RCRRRA recognize that funding of Preliminary Engineering for the Project will require that HCRRA and RCRRRA, at their risk, contribute a proportion of funds for Preliminary Engineering greater than their percentage commitment in Minnesota Laws

2006, Chapter 258, Section 17(4), and the Memorandum of Understanding. This greater contribution for Preliminary Engineering is in anticipation that the contributions of HCRRA and RCRRRA for the entire Project will ultimately approximate the percentage commitment in Minnesota Laws 2006, Chapter 258, Section 17(4), and in the Memorandum of Understanding if and when the Project is completed and subject to future state legislation and/or agreement among the parties.

8. The parties wish to enter into this Agreement to prescribe and delineate their respective roles and obligations in connection with the PE phase of the Project and to provide a mechanism for the transfer of funds from the HCRRA and RCRRRA in partial funding for the PE portion of the Project.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, benefits, and obligations in this Agreement, it is agreed between the parties as follows:

## **ARTICLE I**

### **PRELIMINARY ENGINEERING PROCESS**

- A. **Federal Grant Funding.** In consultation with HCRRA and RCRRRA (individually referred to as an "RRA" and together referred to as the "RRAs" in this Agreement), Met Council shall negotiate and enter into all necessary grant agreements with the FTA or other federal funding agencies necessary to receive federal funding for PE.
- B. **Consultant Contracts.** In consultation with the RRAs, Met Council shall prepare, negotiate, and enter into one or more contracts with a consultant or consultants for PE ("PE Contracts"). The PE Contracts must include provisions substantially as follows:
  1. The consultants must prepare periodic reports, at the Met Council's request, that provide information on the consultants' progress in carrying out PE. As such

elements are determined and subject to the scope of work for the respective consultants, the reports shall include the specific alignment proposed for the LRT route; termini of the LRT route; general dimensions, elevation and alignment of the route and crossings; location of tracks at, below, or above grade; station locations; projected costs of final design and construction of the line; and the total budget for the Project. The reports shall also report on any changes to such information since the date of the last report.

2. Subject to the scope of work for the respective consultants, the contracts shall provide that the consultants shall consult with HCRRA and RCRRA as to the matters stated in section I(B)(1) above for the purposes of review and comment by the RRAs.

C. **Providing of Information to RRAs.** During the PE phase of the Project, the Met Council shall provide HCRRA and RCRRA with the following information:

1. periodic financial reports identifying all activities, in addition to consulting contracts, for which Project funds are to be expended;
2. upon request of the RRAs, copies of invoices and supporting documentation submitted by the consultants; and
3. copies of the progress reports of the consultants prepared as provided for in section I(B)(1) above.

D. **Scope of Work for PE and FEIS.** The parties agree that the scope of work for Preliminary Engineering and the Final Environmental Impact Statement will include for consideration and analysis those features identified in the draft environmental impact statement (DEIS) which has been prepared in connection with the Central Corridor,



including an analysis of the feasibility of locating the downtown St. Paul terminus of the corridor at the St. Paul Union Depot Concourse.

**E. PE and FEIS Requirements.** The parties agree as follows:

1. that the RRA's obligation to contribute funds for PE activities, as stated in Article II of this Agreement, is contingent upon inclusion in the scope of work for PE the consideration and analysis of the design elements described in section I(D);
2. that PE will be carried out in a manner that will allow evaluation of design alternatives for final design and construction; and
3. that the Final Environmental Impact Statement developed pursuant to PE will address the design elements referenced in section I(D).

**F. Termination of PE.** The Met Council agrees that it shall not terminate PE prior to completion without consultation between the parties to this Agreement. However, in any case termination of PE prior to completion shall not relieve the RRAs of the obligation to fund their share of costs, as specified in this Agreement, incurred by the Met Council for PE prior to such termination.

**ARTICLE II**

**REGIONAL RAILROAD AUTHORITIES RESPONSIBILITY FOR PRELIMINARY  
ENGINEERING COSTS**

- A. HCRRA and RCRRRA Responsibility for PE Costs.** HCRRA and RCRRRA shall be responsible for all Preliminary Engineering costs for the Project that exceed the State and Federal Project Fund Sources. "State and Federal Project Fund Sources" for the purposes of this Agreement means any funds unexpended and immediately available to the Met

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Council from either (i) State of Minnesota appropriations or (ii) federal grant funds, and specifically designated for the Project in the appropriation or grant. Payment shall be made at the times and according to the procedures described in this Article II of this Agreement.

- B. **Preliminary Engineering Budget.** The Met Council shall prepare, and periodically update, a budget for Preliminary Engineering for the Project. The budget shall include all costs anticipated to be expended for PE including, without limitation, staffing costs and costs for consultant and other necessary contracts.
- C. **Determination of Proportional Shares.** Based on the most recently updated budget for Preliminary Engineering, the Met Council shall determine on a monthly basis the current proportional contribution by HCRRA and RCRRA for Preliminary Engineering. The proportional contribution shall be equal to the difference between the remaining unspent amount then budgeted for Preliminary Engineering and the total amount of State and Federal Project Fund Sources, all divided by the remaining unspent amount then budgeted for Preliminary Engineering. Of such proportional amount, HCRRA shall be responsible for 30 percent and RCRRA shall be responsible for 70 percent. If, during Preliminary Engineering, additional funds shall become immediately available to the Met Council from State and Federal Project Fund Sources, such additional amounts shall be used in determining the proportional shares under this section for future months; however, no recalculation, adjustment, or repayment shall be made for payments made by HCRRA or RCRRA based on previous proportional determinations.
- D. **Payment of Shares.** On a monthly basis, the Met Council, after it receives final invoices from its PE consultants and contractors, shall provide each of the RRAs with a copy of

such invoices and advise the RRAs of their respective shares of each such invoice, as determined in section II(C) of this Agreement. Within fifteen working days after receipt of an invoice from the Met Council, the RRAs shall remit to the Met Council the amount stated as their respective shares of the invoiced amount. It is the intent of the parties that the Met Council shall not be required to finance any payments to be made by the RRAs pursuant to this section. Accordingly, time is of the essence with respect to the RRAs payments under this section and each RRA shall be liable for any interest charges, costs, or other penalties incurred by the Council as a result of late payment by such RRA under this section.

- E. **Staff Support.** With the continuing approval of the Council, either RRA may provide staff support from among its own employees to assist in Project activities. The value of any such staff support (including overhead and fringe benefits) shall constitute an in-kind contribution of the RRA providing the staff support and the value of such staff support shall be considered part of the RRA's financial contribution as required by section II(C).

### **ARTICLE III**

#### **ULTIMATE PROJECT CONTRIBUTION; NO COUNCIL OBLIGATION**

- A. The parties recognize and acknowledge that the proportional contribution of HCRRA and RCRRRA for Preliminary Engineering as determined in section II(C), and as based on funds currently available to the Met Council from state and federal sources, exceeds the contribution proportions as stated in Minnesota Laws 2006, Chapter 258, Section 17(4), and the commitment made by HCRRA and RCRRRA in the Memorandum of Understanding. The parties further recognize and acknowledge that their current intent is that the ultimate proportional contribution of HCRRA and RCRRRA for the entire Project

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shall approximate the proportional commitment as set forth in such legislation and Memorandum of Understanding.

- B. The parties further recognize and acknowledge that the parties' current intent is that the share of costs for HCRRA and RCRRRA for later phases of the Project after Preliminary Engineering shall be adjusted in such a manner that the ultimate proportional contribution of HCRRA and RCRRRA for the entire Project shall approximate the contribution proportions as stated in Minnesota Laws 2006, Chapter 258, Section 17(4), and the commitment made by HCRRA and RCRRRA in the Memorandum of Understanding.
- C. However, HCRRA and RCRRRA expressly recognize and acknowledge that the intentions set forth in paragraphs A and B above are dependent on the availability of funds for the Project from State of Minnesota appropriations and federal grant funds and are subject to modifications as expressed in future state legislation and/or agreements among the parties.
- D. Further, HCRRA and RCRRRA expressly recognize and acknowledge that their expenditures for Preliminary Engineering under this Agreement are solely and completely at their risk and that completion of the Project beyond Preliminary Engineering is dependent on the later commitment of state appropriations and federal grant funds, neither of which are currently committed. Nothing in this Agreement shall be construed or deemed to create any obligation or commitment on the part of the Met Council to either:
- make any expenditures on its own part for the Project except as may be available from State and Federal Project Fund Sources as defined above, or
  - reimburse HCRRA or RCRRRA for any Project expenditures.

**ARTICLE IV**

**CONSULTATION AND INFORMATION**

During the PE phase of the Project, the RRAs shall have the opportunity to participate as follows:

1. The Met Council shall periodically consult with the RRAs during negotiations between Met Council and the FTA as to any agreements with the FTA related to the Project and the Met Council shall provide a reasonable opportunity to the RRAs to review and comment on any proposed agreements related to PE between Met Council and the FTA, provided that such review and comment shall not in any manner delay the Met Council's timeline for entering into such agreements.
2. Upon request, the Met Council shall make available to the RRAs, for their inspection, copies of all bids or responses to Requests for Proposals ("RFP") for PE contracts obtained by the Met Council. The Met Council shall provide the RRAs with the opportunity to review and comment on such proposals prior to award of the contract by the Met Council, provided that such review and comment shall not in any manner delay the Met Council's timeline for award of the contract.
3. The Met Council shall provide the RRAs with the opportunity to review and comment on any proposed contract for PE, provided that such review and comment shall not in any manner delay the Met Council's timeline for award of the contract.

**ARTICLE V**

## FINANCIAL MANAGEMENT AND CASH FLOW

- A. **Met Council Federal Grantee.** Met Council is the Grantee of the federal funds for the Project. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of any grant application for the Project to the FTA. HCRRA and RCRRRA recognize and acknowledge that as Grantee, Met Council is required, irrespective of the participation of other parties, to ensure that the Project is carried out in compliance with federal requirements and regulations and the RRAs shall cooperate with the Council in carrying out that obligation.
- B. **Reporting Requirements.** Met Council will have the sole responsibility for provision of Project expenditure reporting information to the FTA and the parties. Met Council, the State Auditor, the Legislative Auditor and the MnDOT Auditor will have responsibility for audit functions.
- C. **Cash Flow Projections.** For the PE portion of the Project, not later than September 1 of each calendar year, the Met Council will prepare and provide to the RRAs a cash flow projection for Project contract payments (and staff support costs as provided in section II(E)) during the following calendar year which will enable the RRAs to budget for their respective shares of the contract and staff costs on an annual basis. The cash flow projection will show the annual amounts anticipated to be needed to fund the calendar year's expenditures under the PE contract or contracts and for staff support; the mix of funds based upon funding source for the PE contract or contracts and staff support; and the anticipated timing of receipt and payment of these funds. The cash flow projection may include a contingency amount to address expenditures at a greater than anticipated rate during the calendar year.



**ARTICLE VI**

**GENERAL PROVISIONS**

- A. **Consultation.** In all cases where the Met Council agrees to consult with the RRAs under this Agreement, the Met Council retains the ultimate decision-making authority with respect to the matter at issue.
- B. **Memorandum of Understanding.** Except with respect to provisions regarding the proportional contribution of HCRRA and RCRRA for Preliminary Engineering, nothing in this Agreement is intended or shall be construed to amend, modify, or supercede in any manner the Memorandum of Understanding between the parties entered into on or about August 29, 2006 regarding the ultimate commitment on the part of RCRRA and HCRRA to make certain expenditures for the Project as a whole or to carry out other obligations.
- C. **Conflict Resolution.** If a dispute should arise between or among the parties to this Agreement with respect to this Agreement or any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to initiation of the dispute resolution procedure in Minnesota Statutes, Section 473.3994, Subdivision 13 (regarding the parties' respective authority or responsibility); or prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared equally among those parties participating in such mediation. Nothing in this paragraph shall be construed or deemed to modify the Council's statutory authority to finally resolve disputes pursuant to Minnesota Statutes, section 473.3994, subdivision 13.

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- D. **Employees.** All employees of each party and all persons engaged by each party in the performance of any work or services required or provided for in this Agreement to be performed by each party shall not be considered employees of any other party and any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered in this Agreement, shall in no way be the obligation or responsibility of any other party.
- E. **Applicable Provisions of Law.** The parties agree to comply with applicable provisions of federal and state laws and regulations, which shall be considered a part of this Agreement as though fully set forth in this Agreement.
- F. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. All items referred to in this Agreement are incorporated and are deemed to be part of this Agreement. However, nothing in this section shall be deemed to affect the terms and conditions of the Memorandum of Understanding except as set forth in section VI(B) above.
- G. **Amendment.** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties to this Agreement.

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- H. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- I. **Non-Waiver.** One or more waivers by any party of any provision, term, condition or covenant of this Agreement shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.
- J. **Non-Waiver of Municipal Immunity and Limits.** Nothing in this Agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, section 471.59, subdivision 1a, specifically apply to this Agreement.
- K. **Governing Law.** This Agreement is entered into under the laws of the State of Minnesota and shall be interpreted in accordance with those laws.
- L. **Notices.** Any notice or demand, which may or must be given or made by a party to this Agreement, under the terms of this Agreement or any law or regulation, shall be in writing and shall be sent certified mail or delivered in person to the other parties as follows:

MET COUNCIL  
Regional Administrator  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

HCRRA  
Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA

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Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

or to such other person or address as a party may designate in writing to the other parties.

- M. **Contract Administration.** In order to coordinate the activities of the parties so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the parties.

MET COUNCIL  
Regional Administrator  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

HCRRA  
Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA  
Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

Any party may designate an alternative person (along with his/her address) to act for that party for the purposes of this section by written notice to the other parties.

- N. **Availability of Records.** The parties agree that each party to this Agreement, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and

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procedures of the other parties to this Agreement and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.

- O. **Data Privacy.** The parties agree to abide by all applicable state and federal laws and regulations with respect to confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations.
- P. **Effective Date and Termination; Cancellation.** This Agreement shall take effect upon execution by all of the parties to this Agreement and shall remain in effect until completion of PE, or such earlier time by agreement of the parties, if it becomes apparent that adequate state and federal funding will not be available for the Project. The parties to this Agreement may mutually agree to cancel this Agreement prior to its termination.
- Q. **Effect of Termination or Cancellation.** Notwithstanding termination or cancellation of this Agreement as provided above, the RRAs shall remain liable to the Council for their respective shares of the costs of PE incurred prior to the effective date of termination or cancellation.

**IN TESTIMONY WHEREOF**, the parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

### METROPOLITAN COUNCIL

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By: \_\_\_\_\_

Its: Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

**DRAFT 4-30-07**

Its: Deputy/Executive Director

ATTEST:

\_\_\_\_\_  
Clerk of its Board

Reviewed by County Attorney's Office

Date: \_\_\_\_\_

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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### 473.3994, Minnesota Statutes 2006

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#### 473.3994 LIGHT RAIL TRANSIT; DESIGN PLANS.

Subdivision 1.[Repealed, 1989 c 339 s 24]

Subd. 2. **Preliminary design plans; public hearing.** Before final design plans are prepared for a light rail transit facility, the commissioner of transportation and the regional railroad authority or authorities in whose jurisdiction the line or lines are located must hold a public hearing on the physical design component of the preliminary design plans. The commissioner of transportation and the regional railroad authority or authorities in whose jurisdiction the line or lines are located must provide appropriate public notice of the hearing and publicity to ensure that affected parties have an opportunity to present their views at the hearing. The commissioner shall summarize the proceedings and testimony and maintain the record of a hearing held under this section, including any written statements submitted.

Subd. 3. **Preliminary design plans; local approval.** At least 30 days before the hearing under subdivision 2, the commissioner of transportation shall submit the physical design component of the preliminary design plans to the governing body of each statutory and home rule charter city, county, and town in which the route is proposed to be located. The city, county, or town shall hold a public hearing. Within 45 days after the hearing under subdivision 2, the city, county, or town shall review and approve or disapprove the plans for the route to be located in the city, county, or town. A local unit of government that disapproves the plans shall describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval. Failure to approve or disapprove the plans in writing within 45 days after the hearing is deemed to be approval, unless an extension of time is agreed to by the city, county, or town and the commissioner of transportation.

Subd. 4. **Preliminary design plans; council referral.** If the governing body of one or more cities, counties, or towns disapproves the preliminary design plans within the period allowed under subdivision 3, the commissioner of transportation may refer the plans, along with any comments of local jurisdictions, to the Metropolitan Council. The council shall hold a hearing on the plans, giving the commissioner of transportation, any disapproving local governmental units, and other persons an opportunity to present their views on the plans. The council may conduct independent study as it deems desirable and may mediate and attempt to resolve disagreements about the plans. Within 90 days after the referral, the council shall review the plans submitted by the commissioner of transportation and the council shall decide what amendments to the plans, if any, must be made to accommodate the objections presented by the disapproving local governmental units. The commissioner shall make the amendments to the plans before continuing the planning and designing process.

Subd. 5. **Final design plans.** (a) If the final design plans incorporate a substantial change from the preliminary design plans with respect to location, length, or termini of routes; general

dimension, elevation, or alignment of routes and crossings; location of tracks above ground, below ground, or at ground level; or station locations, before beginning construction, the commissioner shall submit the changed component of final design plans to the governing body of each statutory and home rule city, county, and town in which the changed component is proposed to be located. Within 60 days after the submission of the plans, the city, county, or town shall review and approve or disapprove the changed component located in the city, county, or town. A local unit of government that disapproves the change shall describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval. Failure to approve or disapprove the changed plans in writing within the time period is deemed to be approval, unless an extension is agreed to by the city, county, or town and the commissioner.

(b) If the governing body of one or more cities, counties, or towns disapproves the changed plans within the period allowed under paragraph (a), the commissioner may refer the plans, along with any comments of local jurisdictions, to the Metropolitan Council. The council shall review the final design plans under the same procedure and with the same effect as provided in subdivision 4 for preliminary design plans.

Subd. 6.[Repealed, 1993 c 353 s 20]

Subd. 7. **Council review.** Before proceeding with construction of a light rail transit facility, the commissioner must submit preliminary and final design plans to the Metropolitan Council. The council must review the plans for consistency with the council's development guide and approve the plans.

Subd. 8. **Metropolitan significance.** This section does not diminish or replace the authority of the council under section 473.173.

Subd. 9. **Light rail transit operating costs.** (a) Before submitting an application for federal assistance for light rail transit facilities in the metropolitan area, the applicant must provide to the Metropolitan Council estimates of the amount of operating subsidy which will be required to operate light rail transit in the corridor to which the federal assistance would be applied. The information provided to the council must indicate the amount of operating subsidy estimated to be required in each of the first ten years of operation of the light rail transit facility.

(b) The council must review and evaluate the information provided under paragraph (a) with regard to the effect of operating the light rail transit facility on the currently available mechanisms for financing transit in the metropolitan area.

Subd. 10. **Corridor Management Committee.** A Corridor Management Committee shall be established to advise the commissioner of transportation in the design and construction of light rail transit in each corridor to be constructed. The Corridor Management Committee shall consist of the following members:

- (1) one member appointed by each city and county in which the corridor is located;
- (2) the commissioner of transportation or a designee of the commissioner;
- (3) two members appointed by the Metropolitan Council, one of whom shall be designated as the chair of the committee;
- (4) one member appointed by the Metropolitan Airports Commission, if the designated corridor provides direct service to the Minneapolis-St. Paul International Airport; and
- (5) one member appointed by the president of the University of Minnesota, if the designated corridor provides direct service to the university.

The Corridor Management Committee shall advise the commissioner of transportation on issues relating to the alternatives analysis, environmental review, preliminary design, preliminary

engineering, final design, implementation method, and construction of light rail transit.

Subd. 11.[Repealed, 1998 c 404 s 84]

Subd. 12.[Repealed, 1999 c 230 s 46]

Subd. 13. **Dispute resolution.** In the event of a dispute between any of the parties arising from the parties' respective authority and responsibility under this section, the dispute shall be submitted to the Metropolitan Council for final resolution by any party to the dispute. The Metropolitan Council shall establish by July 1, 1993, a process to ensure a prompt and speedy resolution of the dispute. This process shall allow the parties to provide evidence and testimony in support of their positions.

**History:** 1987 c 405 s 2; 1989 c 339 s 3-6; 1991 c 291 art 4 s 9; 1993 c 353 s 7-15; 1994 c 628 art 3 s 99; 1997 c 7 art 2 s 59; 1998 c 404 s 57-59; 1999 c 230 s 40-42; 2000 c 260 s 68

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Please direct all comments concerning issues or legislation  
to your [House Member](#) or [State Senator](#).

For Legislative Staff or for directions to the Capitol, visit the [Contact Us](#) page.

[General questions or comments.](#)

DRAFT DRAFT DRAFT

May 8, 2007

Ms. Arlene McCarthy  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101

Dear Arlene,

You have requested information for the update of the transit master plan. The information requested is potential corridors for major transit investments in the region. You've also asked for a description of the right of way and its length, and the technology we'd like to see analyzed.

We strongly urge that the Metropolitan Council not rely solely on the cost effectiveness index (CEI) of the corridors as a gatekeeper measure to prioritize them. It is likely that the CEI will be modified in the next few years. Additionally, not all major transit investments are likely to be funded with federal new starts funds. Potential for economic development benefits should be one of the criteria considered, as should service to the downtowns.

In the east metro area, we suggest that the following corridors be included in the transit master plan:

- (1) **Central** from Union Depot to the Minneapolis multi modal hub --- light rail transit.
- (2) **Riverview** from Union Depot to the MSP airport and Mall of America --- busway or light rail transit along combinations of Shepard Road, 35E or the Canadian Pacific right of way. Note that the CP right of way primarily serves the Ford plant, and the train service there is likely to cease when the Ford plant is no longer in operation.
- (3) **Red Rock** Corridor from Hastings to Union Depot to Minneapolis multi modal hub for commuter rail, passenger rail or busway, along rail lines for rail, other alternatives for busway.
- (4) **Rush** Line from Union Depot to Hinckley. Various rights of way and technologies are being considered in an alternatives analysis currently underway, including right of way already owned by regional railroad authorities near Highway 61.
- (5) **I-94 East** from Union Depot to St. Croix County, WI. Various combinations of rights of way and technologies should be examined, including a possible extension of Central LRT into Maplewood or Woodbury, combined with a busway beyond the LRT line.

Ms. Arlene McCarthy  
May 8, 2007  
Page 2

- (6) **35W** from Minneapolis multi modal hub to Forest Lake. Various rights of way and technologies should be examined.
- (7) **Robert Street** from Union Depot to Rosemount. Various rights of way and technologies are being examined in a feasibility study currently underway.
- (8) **Northeast Diagonal** from downtown Minneapolis to White Bear Lake. Various rights of way, including the portion of rail right of way that was recently purchased by Hennepin and Ramsey Counties, should be examined, and various technologies should be considered. It would be reasonable to consider right of way locations other than rail rights of way to bring the corridor into downtown Minneapolis.
- (9) **Arden Hills/New Brighton** to both downtowns. A rail line is about to be abandoned in the Twin Cities Army Ammunition site and in New Brighton. This line connects to other rail lines or street rights of way and thus to both downtown Minneapolis and St. Paul. Various technologies and rights of way from metro north should be examined.
- (10) **Streetcar** technology should be considered in the transit plan. It may be suitable in some linear corridors and as a circulator. This technology will require a major investment of transit funds, and thus it is appropriate to include it.
- (11) Various **railroad rights of way**, particularly east of St. Paul, should be considered for their transit potential for commuter rail, busway or light rail potential.
- (12) The transit plan should include major **downtown multi modal transit hubs**.
- (13) The potential for **high speed rail** to Chicago, part of the Midwest Regional rail plan, should be included in the plan.

Thank you for your consideration of our requests, and we look forward to working with you on the transit master plan.

Sincerely,

Kathryn Fischer  
Director

cc: Carol Becker, Metropolitan Council  
Dan Krom, Dakota County  
Michael Rogers, Washington County  
Katie Walker, Hennepin County

May 8, 2007

Peter Bell, Chair  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

Dear Chair Bell,

Ramsey County Regional Railroad Authority recently had a work session to discuss how the Central Corridor project might be expedited. We know that strong project leadership and management are essential to reduce the capital costs of the project, escalated due to inflationary factors.

The proposed reductions in the elements of the Central Corridor project, if reductions are necessary, must be done at the conclusion of preliminary engineering, when the full scope of the project is better understood.

We understand that delays add to the cost, and are committed to working very hard to have an agreement with Hennepin County and the Metropolitan Council in a timely manner about the funding for preliminary engineering. This agreement, however, must include having Central Corridor connections to Union Depot throughout the preliminary engineering process.

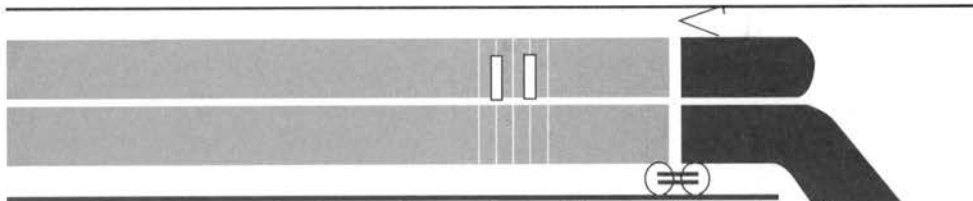
We understand the importance of good communication between our organizations and wanted to let you know about our recent discussions.

Sincerely,

Rafael E. Ortega, Chair  
Ramsey County Regional Railroad Authority

cc: Ramsey County Commissioners  
David Twa, County Manager  
Kathryn Fischer, Director, RCRRA





## **Ramsey County Regional Railroad Authority**

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

### **AGENDA**

#### **Regional Railroad Authority Meeting**

**May 1, 2007**

**Immediately following the  
Housing and Redevelopment Authority Meeting**

**Third Floor Council Chambers Courthouse**

#### **ADMINISTRATIVE**

1. \* Approve minutes from April 17, 2007 meeting.
2. \* Authorize chair to execute contract with URS for Union Depot environmental and engineering work at a cost not to exceed \$1,272,210.

#### **POLICY**

3. City of St. Paul Central Corridor strategy.
4. Communications plan.
5. Director's report.

\*Action required



Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on April 17, 2007, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega  
Commissioner Tony Bennett  
Commissioner Tony Carter  
Commissioner Jim McDonough  
Commissioner Jan Parker  
Commissioner Victoria Reinhardt  
Commissioner Janice Rettman

OTHERS PRESENT: Terry Speiker, Kathy Fischer, Kathy Kapoun, Julie Kleinschmidt, Art Coulson, Sarah Penman, Alicia Vap, Angie Taylor, Mark Voerding, Terry Speiker, Dave MacMillan, Connie Catlin, Jay Shen, and Jane McClure.

Chair Ortega called the meeting to order at 11:20 A.M.

1. Approve minutes April 3, 2007 meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to approve the minutes from the April 3, 2007 meeting.

Roll call vote was taken:

Ayes – 7; Nays – 0  
Motion accepted.

2. Approve quarterly report of contracts for January 1, 2007 to March 31, 2007

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to approve quarterly report of contracts for January 1, 2007 to March 31, 2007.

Roll call vote was taken:

Ayes – 7; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority Resolution No. R98-34 authorizes the Director of the Ramsey County Regional Railroad Authority to approve contracts up to \$10,000; and

WHEREAS, The Ramsey County Board at their March 20, 2007 Board Meeting requested a regular report of all contracts approved by the Director of the Ramsey County Regional Railroad Authority; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Quarterly Report of Contracts for the period of January 1, 2007 through March 31, 2007.

3. Ratify report of payments for January 1, 2007 to March 31, 2007

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to Ratify report of payments for January 1, 2007 to March 31, 2007.

Roll call vote was taken:

Ayes – 7; Nays – 0  
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of January 1, 2007 through March 31, 2007 and a record of these disbursements is attached; Now, Therefore, Be It

RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

4. Approve extension of a contract with Colle McVoy to December 31, 2007, at no additional cost, and authorize RCRRA Chair to execute the contract

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to approve extension of a contract with Colle McVoy to December 31, 2007, at no additional cost, and authorize RCRRA Chair to execute the contract.

Roll call vote was taken; Janice Rettman voted no.

Ayes – 6; Nays – 1

Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has a goal of ensuring that the Central Corridor light rail transit project is constructed well, because it is a 100 year investment and will serve generations to come; and

WHEREAS, Ramsey County Regional Railroad Authority has an existing contract with Colle & McVoy that expires on April 30, 2007; and

WHEREAS, funding remains available in the existing contract; Now, Therefore, Be It

RESOLVED, That the contract with Colle & McVoy, a communications firm, at an amount not to exceed \$100,000 from February 13, 2007 through April 30, 2007, be extended to December 31, 2007 by the Regional Railroad Authority at no increase in total amount; and Be It Further

RESOLVED, That the Chair of the Regional Railroad Authority is authorized to execute the attached contract extension.

5. Authorize staff to negotiate a contract with URS for Rush Line Alternatives Analysis Study

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to authorize staff to negotiate a contract with URS for Rush Line Alternatives Analysis Study.

Roll call vote taken:

Ayes – 7; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposals for a Rush Line Corridor Alternatives Analysis study; and

WHEREAS, One proposal was received and one firm was interviewed by the members of the Rush Line Corridor Evaluation Committee, and

WHEREAS, the Rush Line Task Corridor Evaluation Committee recommends to Ramsey County Regional Railroad Authority that staff be authorized to negotiate a contract with the firm of URS; NOW, THEREFORE BE IT

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to negotiate a contract with URS in an amount not to exceed \$450,000.00.

6. Communications Activity Update

Art Coulson reported on communications activities.

7. Other

Chair Ortega distributed a draft letter to Peter Bell of the Met Council outlining the Ramsey County Regional Railroad Authority's position regarding the preliminary engineering process for the Central Corridor. Commissioners discussed modifications to the letter.

The meeting adjourned at 11:50 A.M.

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Fischer

Authorized Signature

04/25/07

Date

### Board Action Requested

Authorize chair to execute contract with URS for Union Depot environmental and engineering work at a cost not to exceed \$1,272,210.

### ACTION REQUESTED

### Request Justification

1. Proposed Resolution;
2. Memorandum from Kathy Fischer, dated April 24, 2007; and
3. Proposed Contract.

Budgeting and Accounting

Kathleen Alf

County Attorney

W. L. MacNeil

Risk Management

\_\_\_\_\_

Documentation certified complete for:

May 1 2007

Board Date

Angelique Taylor

Signature

4/26/07

Date

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 1, 2007 No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority is leading the Union Depot Multi-modal Hub project to improve transportation opportunities in the east metro area; and

WHEREAS, \$50 million in federal funding under the SAFETEA-LU Act has been awarded to the project, and

WHEREAS; Conceptual engineering and an Environmental Assessment is required to advance the project and receive the federal funding, and

WHEREAS, A selection process was conducted to select the firm best able to conduct the work, Now, Therefore Be It

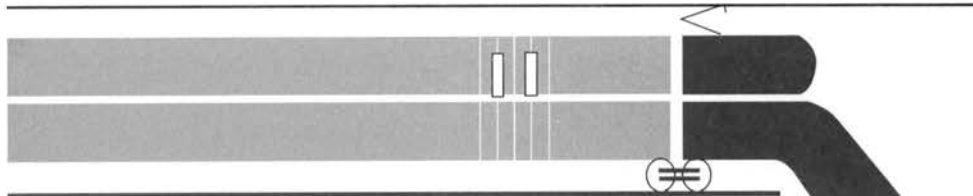
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute a contract with URS Corporation for an amount not to exceed \$1,272,210 for the conceptual engineering and environmental assessment of the Union Depot Multi-modal Transit Hub.

## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

|                    | YEA   | NAY   | OTHER |
|--------------------|-------|-------|-------|
| Tony Bennett       | _____ | _____ | _____ |
| Toni Carter        | _____ | _____ | _____ |
| Jim McDonough      | _____ | _____ | _____ |
| Rafael E. Ortega   | _____ | _____ | _____ |
| Jan Parker         | _____ | _____ | _____ |
| Victoria Reinhardt | _____ | _____ | _____ |
| Janice Rettman     | _____ | _____ | _____ |

Rafael E. Ortega, Chair

By: \_\_\_\_\_  
Tony Bennett, Secretary



## **Ramsey County Regional Railroad Authority**

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard  
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

### **MEMORANDUM**

**To:** Ramsey County Regional Railroad Authority Commissioners  
David Twa, County Manager

**From:** Kathryn Fischer *KF*

**Subject:** Contract for Environmental Assessment and Conceptual Engineering Services

**Date:** April 24, 2007

Ramsey County Regional Railroad Authority authorized staff to issue requests for proposals for environmental assessment and conceptual engineering services for Union Depot multimodal transit hub in 2006. This work must be completed before the \$50 million in federal funding under SAFETEA-LU is available for the project.

Proposals were received and evaluated by FIND, a subcommittee of LOCATE, who recommended that URS Corporation be selected to perform the work. On April 3, 2007, the Authority authorized staff to negotiate a contract with URS Corporation.

The contract has been negotiated and a not-to-exceed amount of \$1,272,210 has been agreed upon. Federal and state funding will be used to perform this work.

### **Recommendation:**

Consider the resolution attached which approves the contract with URS Corporation and authorizes the Chair to execute the contract with URS to perform the environmental assessment for the Union Depot Multi-modal Transit Hub.



**Agreement between Ramsey County Regional Railroad Authority  
and URS Corporation**

This is an agreement between URS Corporation., ("Contractor") and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, (RCRRA) on this 1<sup>st</sup> day of May, 2007.

The RCRRA and the Contractor agree as follows:

**1. Scope of Services**

The Contractor shall provide the services specified in **Addendum 1**, attached hereto and made a part of this Agreement.

**2. RCRRA Roles and Responsibilities**

The RCRRA shall provide the facilities, equipment, and participants, as specified in **Addendum 1**.

**3. Time**

The contract shall be in effect through May 2008.

**4. Cost/Payment**

Contractor shall submit invoices monthly for services as set forth in **Addendum 1** and **ADDENDUM 2**. The total costs shall not exceed \$1,272,210.00. The RCRRA shall make payment within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**5. Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the RCRRA for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the RCRRA. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

**6. Indemnification**

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, employees and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**7. Insurance**

It is the responsibility of the Contractor to purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from operations of the Contractor under the terms of this Agreement.

However, the Contractor shall purchase and maintain the following coverages if required as indicated below:

- a. Auto Liability -- including hired and non-owned, if the Contractor is driving on behalf of the RCRRA as part of the Contractor's services under this Agreement.
- b. Professional Liability/Errors and Omissions, if the Contractor is providing architectural, engineering, legal, or medical services.
- c. Workers' Compensation as required by Minnesota Statutes

The Contractor shall not commence work until the RCRRA has executed this Agreement; the RCRRA will not execute this Agreement until the Contractor has submitted proof of coverage in compliance with the requirements of this paragraph to the RCRRA. Such coverage is to remain in effect throughout the term of this Agreement and evidence of such shall be provided throughout the term of the Agreement. The Contractor shall provide copies of all insurance policies to the RCRRA upon written request of the RCRRA. Nothing in this Agreement shall constitute a waiver by the RCRRA of any of its statutory or common law immunities, limits, or exceptions on liability.

**8. 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 Agreement 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.

**9. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRA, the State Auditor, or the RCRRA's ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**10. Cancellation**

The RCRRA may cancel this Agreement without cause by thirty (30) days' written notice to the Contractor. The County may cancel this Agreement for cause by five days' written notice to the Contractor. Upon receipt of such notice of cancellation the Contractor shall cease its work under this Agreement and shall incur no further expense or fees payable under this Agreement.

**11. Non-Discrimination**

The Contractor agrees that, in the hiring of all labor for the performance of any work under this Agreement, that it will not, by reason of race, creed, color, gender, sexual orientation, marital status, status with regard to public assistance, age, religion, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. When required by law or requested by the RCRRA, the Contractor shall furnish a written affirmative action plan.

**12. Data Practices**

All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Statutes Chapter 13, or any other applicable State statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices.

**13. Workplace Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**14. Workforce Diversity**

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the RCRRA, submit a written report to the RCRRA regarding the efforts and result of such efforts, including employment by job classification.

**15. Subcontractor Payment**

The Contractor shall pay subcontractors within ten days of the Contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of one and one-half (1 ½) percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of

\$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**16. Unavailability of Funding**

The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The RCRRA may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the RCRRA. Upon receipt of the RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

**17. HIPAA Compliance**

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

**18. 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 appropriate State or Federal District Court in Ramsey County, Minnesota.

**19. Entire Agreement**

This Agreement, including **Addendum 1, Addendum 2, and Attachment D, Specific Federal Clauses**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Addendum 1 or 2**, the provisions of this Agreement shall prevail.

**20. Conflict of Interest**

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

**21. Disadvantaged Business Enterprise (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 17%. A separate contract goal of 17% DBE participation has been established for this procurement.

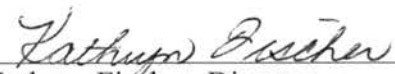
The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RCRRA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

\_\_\_\_\_  
Rafael Ortega, Chair

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Kathryn Fischer, Director  
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

  
\_\_\_\_\_  
Assistant County Attorney

Purchase Order or  
Aspen Vendor Contract Number:

  
\_\_\_\_\_

Funds are available

**URS CORPORATION**

By:   
Print Name: Jeffrey L. Benson  
Title: Vice President  
Date: 4/24/07

Employer Identification Number:

94-1716908

Account Number: \_\_\_\_\_

\_\_\_\_\_  
Budgeting and Accounting

## Addendum 1: Scope of Services



## Scope of Services

### TASK 1 EA/CE PROJECT MANAGEMENT AND COORDINATION

#### Task 1.1 Project Scoping

This task involves the development of a system for the management of the Saint Paul Union Depot EA/CE, including the Project Management Plan (PMP) and a system for project control including necessary procedures for conducting the work and managing the resources; communications; budget and schedule controls; reporting project status and progress; document control; quality assurance/quality control (QA/QC); and administration. The PMP, project administration, Quality Management Plan, and project coordination are described in more detail later in this section of our proposal.

This task demonstrates that the URS Team has the technical capability and capacity to assist the RCRRA in accomplishing a successful project. As specified in the RFP, this task refines the approach, policies, and procedures for the following elements:

- Scope of Services
- Project Schedule
- Project Budget
- Project Deliverables

#### Task 1.2 Project Management and Administration

Based on our experience with this type of assignment, part of our challenge throughout the course of this project will be making sure that the project team members never lose sight of the important issues. This will allow us to balance the critical and ever-changing relationship between the external and internal factors affecting this project.

To this end, the URS Team will:

- Work closely with RCRRA, the Union Depot Program Coordinator, the LOCATE Task Force, City of Saint Paul, and other project stakeholders to ensure that the development and design of this facility clearly meet RCRRA's expectations, including costs, benefits, and impacts.
- Work diligently to assist RCRRA and other project stakeholders by always providing relevant information and options in a timely manner, based on factual information, required to make educated decisions.
- Foster teamwork to ensure that every group and individual develops a sense of ownership and commitment to this project that will in turn produce a positive commitment to a community-based, consensus-driven plan.

The nature of this type of assignment is an evolving process and, as such, we need to ensure that our approach to control and assure the quality of the services provided under this contract is based on fundamental, proven and yet pragmatic principles. The URS Team will accomplish this by drawing on past local, regional, and national experience. Our team is experienced at creating a forum for innovative and time-efficient solutions. To this end, we encourage and promote an open environment by conducting working sessions along with formal review and strategy sessions with RCRRA, the LOCATE Task Force, City of Saint Paul, and other resource agencies stakeholders. This will reduce the time required for reviews by allowing an open dialogue between our team, RCRRA, and other project stakeholders throughout the project development process.

In addition, a Quality Review Team will assist by providing input throughout the project, as deemed necessary. These team members will also be available for peer reviews, QA/QC sessions, and working sessions throughout the project's duration.

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## Scope of Services

The URS Team's Project Manager, Mr. Richard Nau, AICP, will be ultimately responsible for the management, performance, and quality of all work for the project tasks. He will be responsible to RCRRA for the overall performance of the project work. As such, Mr. Nau will be the primary point of contact for RCRRA and responsible for the overall planning, organization, staffing requirements, and approved scopes of work and services, schedules, and budgets. This responsibility will also include the proper exercise of his authority to ensure achievement of high quality products and deliverables.

The URS Team's project approach responds to RCRRA's guidance for this scope of work. URS and its team members are nationally recognized for our ability to effectively integrate public and agency input with technical information in the formulation and evaluation of facility design alternatives.

For this undertaking, URS has assembled a team that includes highly qualified senior professionals, a senior-level Quality Review Team, and discipline leaders required for the successful development of this facility. This is a balanced approach and reflects our commitment to the successful development of this project.

### Project Management Plan

The PMP, to be developed within one month of Notice to Proceed, will serve as the blueprint for the project's success. It will clearly and comprehensively describe all anticipated activities, processes for open and clear communication, and schedule for all aspects of this project. We have prepared PMPs for many similar projects, so we will build on our previous work in those areas.

The PMP will include the following major elements and work items:

- A complete description of the roles and responsibilities of the major participants in the study, including the URS Team and the RCRRA Project Management Team (PMT), along with an advance preliminary schedule of meetings. These activities will need to be carefully coordinated to ensure maximum participation and benefit for the project. It is our intention to establish regular meeting days so that participants will be able to plan far in advance and ensure the widest possible range of participation. Internally, the key members of the consultant team will meet on a weekly basis. Externally, we anticipate monthly meetings with the PMT, the Technical Advisory Committee, and the LOCATE Task Force.
- A detailed schedule of all project activities. We have developed a detailed schedule based on our work plan, including major tasks and subtasks. Soon after the Notice to Proceed, we will work with the study managers to refine and enhance this schedule to an even more detailed level.
- A quality assurance program. The URS Project Manager will be responsible for providing overall direction to task managers on project approach and assumptions and to ensure consistency among project tasks. Task managers are then responsible for producing deliverables that meet that direction, as well as adhering to budget and schedule requirements. In addition, task managers are responsible for ensuring that adequate time and budget are allocated for thorough product review. Quality control review is to be considered an integral part of document production. To ensure ongoing adherence to QA guidelines, the Project Manager will be responsible for maintaining standards and reviewing schedules, and for identifying personnel appropriate to carry out and document QC review. Under the Quality Management Plan, a document may not be released to the client until cleared by the Project Manager. To ensure a consistent look to project documents, the Project Manager, before preparation of project documents begins, will establish formatting standards for reports and drawings.
- A description of processes for accessing an internal project web site to ensure maximum communications among all participants. We have established numerous web sites for similar projects, both for internal participation and for public consumption. The URS Team will establish a password-protected site so all project participants can have convenient access to schedules, documents, and public comments.

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- A process for tracking contacts and issues for the project. We have developed a comprehensive issues and contact reporting system for several of our major transportation projects around the country, and we will build on the experience to develop an even more comprehensive system for this project. The contacts and issues tracking process will be directly tied to our community involvement/agency coordination program, described in Tasks 1.4 (Project Coordination) and 2.0 (Environmental Assessment).

Overall, our approach is to ensure the smoothest possible project with the aim of encountering no surprises. We will be comprehensive and anticipatory in our activities to make sure we produce a high-quality, consensus-driven project finished on time and within budget.

Upon Notice to Proceed, the URS Project Manager will coordinate a kick-off meeting with the PMT. The primary purpose of this session will be to address the overall issues, expectations, and requirements for this project, including the project schedule. We expect to collect information from RCRRA related to critical milestones, stakeholder reviews, agency coordination, etc. Based on input from RCRRA and the PMT, the URS Team will review and revise the schedule developed for this proposal and submit a revised copy of it to RCRRA within 15 business days of the Notice to Proceed. This revised schedule will be developed using scheduling software (Primavera or Microsoft Project) and be made available electronically to RCRRA. All key milestones, including reviews by RCRRA and the FHWA, committee meetings, stakeholder meetings, public hearings, coordination activities with the railroads and other agencies will be shown on the schedule and be used to confirm the critical path activities for the successful development and completion of this project. This project schedule will become one of the tools to measure progress through the course of the project. It will be used to generate progress updates on a monthly basis, as outlined below. Contingent upon the direction of the Union Depot Program Coordinator, this schedule could be resource-loaded to allow for expenditure monitoring along with progress updates. Based on prior experience, although this is standard practice for construction efforts, we have successfully used this methodology for large-scale planning and preliminary engineering efforts in the past.

### Project Progress

Progress will be measured by using the schedule outlined above. Each month a progress report will be submitted to RCRRA for review and approval. The progress report will include and clearly highlight the following:

- A summary of all activities started and completed, the percentage of completion will be included for each of these activities
- A summary of all activities projected to start in the next period, by task
- Key milestones achieved
- A budget summary, including budget distribution by task, utilization of hours, changes to the scope of work, approved changes to the scope of work, invoice information, percent work complete, percent budget expended, etc. (this information will also be provided by task)
- Schedule of critical deliverables
- Scope of work changes, contract changes, by task
- Critical issues, by task
- Action item list summary
- Meeting minutes for the entire period
- Document control update reports using database developed for the project, etc.

The progress report will clearly document the hours spent by task during the previous month, the cumulative hours to date, a comparison to the budgeted hours, and a description of tasks or deliverables completed during the month. Although this is an important part of our project management effort, the report will also include a statement of

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resolutions or actions for identified problems that may have been encountered during the reporting period. This will allow us and RCRRA to identify potential problems early in the process and enable us to jointly identify strategic steps required to reach successful resolutions to each problem and/or issue.

As noted above, the progress report will document the complete financial picture with dollars spent during the month, total dollars spent, and a comparison to the original budget. Progress reports will be issued in the first week of each month for the preceding month.

URS will host progress meetings regularly-monthly with the PMT and with support staff as deemed appropriate. These meetings will be used to exchange information, review progress, identify problems, and determine adjustments in the work plan. Our proposal includes internal weekly meetings to be held throughout the duration of the project, as well as monthly PMT meetings, as previously stated.

### Project Documentation

The URS Team will take notes and keep records for all progress meetings conducted and/or attended by members of our project team. These records will serve as input to meeting minutes and/or action lists developed by the RCRRA. Whenever members of our team are not present at a particular meeting, we expect to have critical information distributed in the form of meeting minutes and/or action items, via the document control database and other management tools. In the event that RCRRA and any stakeholders are not present at a particular meeting, we will make meeting minutes available via our project control database.

The URS Team fully understands the responsibility of coordinating the Union Depot effort with federal, state, and local agencies. Moreover, as a result of successfully completing numerous similar projects in the Twin Cities area, we are very familiar with the federal and local officials who will be reviewing our progress. Our Project Manager will take a proactive approach to this coordination effort. We will also include these coordination activities in a project schedule. This will allow us to identify critical coordination information that may be required for specific issues in a timely manner.

We will request information from them to ensure that their issues are resolved in a timely and positive manner. At the same time, we will also, upon RCRRA's consent, share information with them regularly to make sure they are always informed of critical decisions. This will help us reach consensus on critical issues and allow us to build trust with these critical constituency groups.

### Document Control

Document Control will be a critical activity through the length of this program coordination effort. The URS Team is structured to ensure this step is not overlooked during the execution of the contract.

One of the roles of the Project Manager will be to implement the URS-adopted Document Control Plan. This plan will be a comprehensive approach to dealing with the flow of information typical for this type of assignment and will include controlling the following:

- Correspondence
- Meeting Minutes
- Reports
- Drawings
- Plans and Worksheets
- Schedules
- Estimates



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- Change to Scope of Work
- Action Item Lists, etc.

The monitoring and control of this information will be performed using traditional hard copy techniques as well as modern techniques used to monitor electronic files. This latter one is of particular importance for monitoring changes to drawings, design criteria, etc.

Making use of its Document Control Plan, the URS Team will develop and adopt a Document Control Plan for operation and application hereunder. It will reflect the scope and activities described in the Scope of Services. As an adjunct to document control, the URS office will operate and maintain a technical library of reference materials pertaining to the project for both those documents developed in connection with the project and those documents developed otherwise that have pertinence.

### Task 1.3 Quality Assurance/Quality Control

In undertaking this Environmental Assessment and Conceptual Design effort, RCCRA is seeking to identify key project opportunities and challenges prior to initiating the substantial effort associated with final design and construction of the facility. Deliverables generated under this contract will form the foundation for preliminary engineering, final design and construction contracts, and eventual construction of new transportation infrastructure. The URS Team understands the importance of establishing a firm foundation for the remainder of the work; we also understand the processes required to deliver a solid effort in this first phase of your project.

The Quality Management system that URS will implement will ensure and verify the deliverables RCCRA receives meet or exceed project requirements and provide the solid basis for future work.

Within 30 days of Notice to Proceed, URS will deliver a comprehensive Quality Management Plan (QMP) defining Quality Assurance (QA) and Quality Control (QC) activities to be implemented on work associated with this project. The QMP, including the procedures and forms, will define a system that complies with the international quality standard ANSI/ISO 9001-2000, Quality Management Systems – Requirements. Upon receipt of Notice to Proceed we will provide to the RCCRA a draft Table of Contents for our Quality Management Plan, including a listing of all the forms and procedures that will define the quality system URS will implement.

The QMP will be issued initially in draft form for review and approval by RCCRA prior to final release. URS will accept comments and incorporate RCCRA-specific requirements prior to final release of the deliverable.

The Quality Management System implemented by URS focuses on trained staff implementing Quality Control procedures and processes that enable us to deliver work that meets predetermined, and in the case of the Union Depot EA/CE project, rigorous standards. Using checklists and tracking procedures, the process is also easily verifiable as the procedures are well-documented. The focus, however, remains on the deliverables and the work products rather than the documentation, which is streamlined to ensure that it does not impede the main effort.

The Quality Management System is comprised of two separate sets of activities, conducted by separate teams: Quality Control is implemented by the Project Manager and production team as they develop the project deliverables; Quality Assurance is implemented by the Quality Assurance Manager, who works with the project team to integrate the Quality program into everyday operations and the production of deliverables. The Quality Assurance Manager is typically not responsible for any technical work on the project and reports to someone other than the Project Manager.

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### **Quality Control**

Effective Quality Control (QC) is based on consistently implementing established checking and verification procedures to alleviate discrepancies and find points of conflict before they impact schedule or quality of deliverables. Quality Control is implemented by everyone contributing to the project. It includes nontechnical tasks, like establishing effective communications and efficient transmission of information, as well as operational tasks, like accurate record keeping and invoicing.

Specific to the technical deliverables URS will produce for this project, the Quality Control program focuses on a series of reviews conducted before each deliverable is accepted for transmittal to the client. These formal reviews form the heart of the Quality program and include the following:

- Detail Checks by peer staff of each document, focusing on accuracy and completeness of each step involved in producing the document. These procedures includes checking, correcting, and verifying corrections before the process is considered complete.
- Discipline Coordination Reviews (DCRs) are conducted to assess impact on the work of other disciplines. Through DCRs, multi-disciplinary data acquisition and design efforts are coordinated and addressed. For instance, staff completing the Environmental Assessment will conduct DCR's with each engineering discipline Team Leader at predetermined stages of the EA process to assure that their assumptions are correct and in conformance with the Conceptual Engineering plans. Comments are made in written form and tracked until they are resolved.
- Independent Technical Reviews (ITRs) are conducted by senior staff who are not connected with day-to-day work on the project. An ITR reviewer is typically familiar with the client, the rules, regulations and standards that apply to the work and he or she brings several years of experience to a review focusing on the design approach, results and alternatives. ITR reviewers also verify that all required standards and applicable rules and regulations are addressed or met. In the case of the Union Depot project, it is the responsibility of ITR reviewers to verify that all environmental and design attributes meet established industry or agency standards and comply with all applicable jurisdictional codes and requirements. Though this compliance remains the primary responsibility of the Design Discipline or Technical Leads, the ITR reviewer provides a fresh look at the bigger picture. These reviewers often identify "value engineering" improvements or alternative approaches that resolve specific challenges.
- Client Reviews are conducted after the other review processes have been completed. These reviews typically include review meetings before or after the reviews. URS would be happy to provide RCCRA staff with our Review Comment Form so that we can document the resolution of each comment as it is incorporated into the work.

Through a design process that incorporates these elements, the URS Team will gather data and assess its accuracy, coordinate effectively between disciplines, produce a deliverable that is accurate based on realistic, documented assumptions. Project Manager, Discipline Team Leads, and Independent Technical Reviewers will review the work to verify that it is sufficiently complete to serve as the basis for a reliable, well-defined cost estimate as well as the basis for conclusions set forth in the Environmental Assessment.

### **Quality Assurance**

The Quality Assurance (QA) Manager is responsible for verifying and supporting the implementation of the Quality Control program. Prior to delivering a work product to the client, the document and its supporting records will be audited to assure that all Quality Control procedures were effectively followed and comments resolved. Should issues arise with the quality of work completed, the QA Manager will address these with the Project Manager to resolve them before the work moves forward.

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### ***Quality Management Plan***

URS will prepare a project-specific Quality Management Plan (QMP) for the Union Depot Environmental Assessment and Conceptual Engineering project. As stated previously, we will provide a draft outline of the QMP upon receipt of Notice to Proceed. All quality management systems are defined by Quality Policy, the Quality Plan, and Quality Procedures. The Quality Policy and the Quality Plan make up the QMP itself. The QMP includes the Project Organization Chart and a Project Quality Organization Chart, a description of the Scope of Work, and definition of the Project Goals and Objectives.

The Quality Procedures and Quality Forms used to implement the Plan make up the rest of the document. The Quality Procedures and Quality Forms are organized into seven categories and cover the items required for the Saint Paul Union Depot Quality Multimodal Transit Terminal program:

General – These procedures establish a format for written manuals and documents associated with managing the project.

Project Management - Names and contact information of key project staff and stakeholders will be compiled as part of the preparation of the Quality Management Plan, as indicated in Quality Procedure QP101 and the associated forms. This section also defines procedures for invoicing and providing monthly status reports for the project. The Quality Management Plan will include a draft invoice and status report for RCCRA review and approve prior to receiving our first invoice.

Document Management – The project filing system will be defined in Quality Procedures QP301 (project record files) and QP302 (electronic files).

Production of Deliverables - Procedures for reviews of deliverables, include checking of plans, calculations, reports and other documents are defined in Quality Procedures QP400 through QP413.

Training – Training of staff in use of project-specific procedures is key to making the project go smoothly and URS has successfully implemented early training to the benefit of several large projects in the past.

Quality Assurance – This section defines the auditing and reporting functions of the Quality Assurance Manager.

Continual Improvement – In accordance with the ANSI/ISO 9001:2000 standards, this section defines the incorporation of efforts to continually improve project procedures and increase client satisfaction with our work product and their experience working with the URS team.

### Deliverable:

- Project-specific Quality Management Plan

### **Task 1.4 Project Coordination**

The URS Team fully understands the responsibility of coordinating the Union Depot effort with federal, state, and local agencies. Moreover, as a result of successfully completing numerous similar projects in the Twin Cities area, we are very familiar with the federal and local officials who will be reviewing our progress. Our Project Manager will take a proactive approach to this coordination effort. We will also include these coordination activities in a Project Schedule. This will allow us to identify critical coordination information that may be required for specific issues in a timely manner.



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We will request information from them to ensure that their issues are resolved in a timely and positive manner. At the same time, we will also, upon RCRRA's consent, share information with them regularly to make sure they are always informed of critical decisions. This will help us reach consensus on critical issues and allow us to build trust with these critical constituency groups.

Our specific work activities include:

- **PMT**  
The URS Team will work with the PMT which members include:
  - RCRRA
  - LOCATE Task Force
  - FIND – a subcommittee of LOCATE
  - Saint Paul Union Depot Program Coordinator

As indicated in the RFP, the URS Team will meet with the PMT monthly for the duration of the project.

- Develop a Project Coordination Plan: The URS Team will develop a Project Coordination Plan that will outline in detail the community/agency participation activities planned for the project in addition to a detailed schedule. It will include more details on the elements described below.
- Identify Key Participants: The URS Team will work with the PMT to identify stakeholders who have an interest in the project and who can be helpful in its success.
- Development and Implement Process: The URS Team knows the Saint Paul area and understands the perspectives of different agencies, groups, and the public. We have successfully brought complex projects fraught with controversy through sound decision-making processes. This ability is crucial to making this project successful.
- Technical Advisory Committee: We will work with the primary agencies involved in the EA/CE to develop mutual trust that will insure that we meet project deadlines and expectations. The first task is to create a Technical Advisory Committee composed of key agencies that the URS Team and RCRRA have identified as being critical to the success of this project and to meet with the committee to agree on a working methodology and schedule. The Technical Advisory Committee will need a management methodology that:
  - Creates a common nomenclature for discussion of complex issues
  - Includes an evaluation tool that can be used to measure ideas within a common context
  - Focuses the discussion on resolving the issues at hand and does not get side-tracked into resolving larger inter-agency issues
  - Has clear "rules of engagement" that allow all participants to express their views and surface disagreements in an atmosphere where they can be addressed equitably
  - Defines a clear path of progress that includes milestones along the timeline.

As specified in the RFP, the URS Team will meet with the Technical Advisory Committee monthly for the duration of the project.

- RCRRA Board Presentations: As specified in Addendum #1 to the RFP, the URS Team's budget and schedule include up to four presentations to the RCRRA Board during the project's duration. We propose to present to the RCRRA Board at the following points in time:
  - Project kick-off: December 2006/January 2007
  - Definition of Alternatives: February 2007

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- Draft EA: July 2007
- Project Findings/Conclusion: November 2007.

### **TASK 2 ENVIRONMENTAL ASSESSMENT**

URS will prepare an Environmental Assessment (EA) for the Saint Paul Union Depot that satisfies National Environmental Protection Act (NEPA) requirements. All analyses will be conducted in accordance with applicable federal, state and local laws governing all natural, social and transportation resources in the project area. The document will be formatted and processed in accordance with FHWA environmental guidelines contained in 23 CFR Part 771 title "Environmental Impact and Related Procedures."

It is anticipated that the federal environmental documentation prepared for this project will adequately cover any applicable requirements of the Minnesota Environmental Policy Act (MEPA) as governed by thresholds established by the Minnesota Environmental Quality Board (EQB). The applicability of any specific MEPA requirements will be determined during the scoping phase of the project, when project details are better defined and any thresholds can be properly evaluated. If MEPA requirements apply, the federal document will be circulated as such to fulfill those requirements.

URS has assembled a Project Team of technical experts covering all impact areas required to complete the EA analysis. Throughout the project process, we will work together across disciplines to achieve consistent methodology, sound technical analysis, and an EA which resonates with one voice. The following tasks describe our commitment and approach to completing all steps in the Scoping and EA processes.

#### **Task 2.1 Project Scoping**

To begin the scoping process, the URS Team will identify a framework for agency consultation that will include a list of agencies and municipalities with governance and/or interest in resources in the project area. Anticipated agencies with interest in the project area include the State Historic Preservation Office (SHPO), Minnesota Department of Natural Resources (MDNR), U.S. Army Corps of Engineers (COE), Minnesota Pollution Control Agency (MPCA), National Park Service – Mississippi National River and Recreation Area (NPS-MNRRRA), Environmental Protection Agency (EPA), Metropolitan Council, Ramsey County, City of Saint Paul and others as identified through coordination with RCRRA, LOCATE, and FIND. An agency "call sheet" will also be prepared to track agency contacts and comments throughout the project process. The framework will also include a plan for timing of agency consultation, agency responsibilities, and anticipated/required outcome of agency consultation. The framework will also outline a strategy for working with FHWA to begin Native American consultation to meet the requirements of Section 106 of the National Historic Preservation Act of 1966.

The URS Team proposes scoping-related meetings as outlined in Task 1.0, Project Management and Coordination. One interagency scoping meeting and one public scoping meeting will be held, and each will include an open house followed by a formal presentation and opportunity for comment. Meeting materials and the formal presentation will be prepared to comply with the requirements of NEPA and also Section 106. The URS Team will coordinate with RCRRA on logistics of these meetings. Prior to the meetings, we will prepare a project summary document that will be made available to attendees. Written comments will also be collected during the scoping period.

All public and agency comments received during the scoping period will be tracked and summarized in an Excel spreadsheet for consideration in selecting alternatives that will move forward for evaluation in the environmental document. Environmental issues will be prioritized based on comments and potential concerns raised during the scoping process. Other anticipated outcomes of scoping are identification of critical resources, input on purpose and

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need for the project, input on potential alternatives, and early and active coordination with the public and agencies to engage them in the environmental process. This information will also help to confirm the overall NEPA strategy for the project, which is anticipated to include an EA, but will be confirmed with FHWA and documented at the end of the scoping process. Every attempt will be made by the URS Team to meet or exceed project schedule expectations. Further opportunities for streamlining the environmental process will be discussed with RCRRA and FHWA.

In conjunction with the scoping process, the URS Team will also prepare a data collection plan to prepare for the documentation of existing conditions. We will conduct research and coordinate with RCRRA, Ramsey County, the City of Saint Paul, and others to identify available data sources and any data deficiencies. The URS Team will also rely on its own in-house aerial photography, census and other available data, and will employ Geographic Information Systems (GIS) technology to analyze and illustrate the data. The plan will also describe recommendations for addressing deficiencies, and available options for obtaining missing information. Any assumptions regarding data that will be provided by RCRRA or other agencies will also be documented in the plan.

Deliverables (For all the deliverables listed under this task, it is assumed that two drafts and one final version will be prepared):

- Agency coordination framework, to be coordinated with FHWA, RCRRA, LOCATE and FIND
- Agency Call Sheet
- Execution of one (1) interagency scoping meeting and one (1) public scoping meeting, to be coordinated with RCRRA (assume up to four (4) URS team members in attendance)
- PowerPoint presentation for interagency and public scoping meetings
- Scoping meeting materials, including comment sheets, sign-in sheets, and up to six (6) display boards
- Scoping meeting notice to be published in the local newspaper
- Agency scoping meeting invitation letters
- Up to fifty (50) Project summary documents to be distributed in advance of meetings
- Excel database of comments received during scoping process and meetings
- Memo on Class of Action coordination and determination
- Data collection plan

### Task 2.2 Statement of Purpose and Need

This statement of purpose and need is an integral part of the project process that drives future steps of the EA and all associated analyses. It must be a technically sound document that meets FHWA requirements, and carefully and completely describes all technical justifications for the project. At the same time, it must be a document that is easily understood by the general public. A good purpose and need helps build the case, and offers a solid foundation for public and agency confidence in the project. To achieve this, the URS Team will work closely with the PMT, LOCATE, and FIND to collect input on transit needs in the project area. In addition, comments collected during the scoping process will assist in the development of the purpose and need for the project. The URS Team will also collect historical, demographic, and other data for transit-dependent populations, current and anticipated transit ridership, traffic, intermodal uses, regional and local goals and plans, and other information to develop the document.

The purpose and need document will be reviewed by RCRRA and FHWA, and will be drafted in a format that can be easily incorporated into the EA. This will facilitate further streamlining of the environmental process by essentially achieving sign-off early in the process, which should make subsequent reviews easier. The purpose and need will include the project area setting and limits; a description of the proposed action; the purpose of the action; the history of the area; the relationship of the project to other plans and pertinent goals for the study area; the relationship of

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the project to the existing and future transportation system; and analysis of future travel demand and transit ridership.

### Deliverables:

- Draft Purpose and Need chapter for internal review
- Draft Purpose and Need chapter for interagency review
- Document Final Purpose and Need chapter for incorporation into the EA.

### **Task 2.3 No Action Alternative**

The No Action Alternative provides a baseline condition against which all project alternatives will be compared and analyzed. For this reason it is very important to develop a complete and accurate account of current and planned projects in the area.

To develop the No Action Alternative, the URS Team will coordinate closely with transportation planning agencies including the Metropolitan Council, Minnesota Department of Transportation, the City of Saint Paul, and the RCRRA to identify all transportation-related projects realistically anticipated to be in place by the design year of the project. This will include all transportation improvements identified in the long-range plan for the region supplemented with other projects that are planned in the City of Saint Paul. These projects will serve as the basis of the No Action Alternative. In addition to a technical memorandum describing how the No Action Alternative was derived, a text description of the No Action Alternative will be drafted to comply with the format of the EA, and will provide sufficient detail to act as a baseline alternative that will anchor the analysis of all alternatives. A graphical representation of this alternative will also be prepared and used in the EA. The PMT and LOCATE will also be involved in the development of this alternative.

### Deliverables:

- Draft technical memorandum for definition of the No Action Alternative
- Final technical memorandum for definition of the No Action Alternative
- Draft text and graphic summary of the No Action Alternative for inclusion into the EA
- Final text and graphic summary of the No Action Alternative for inclusion into the EA

### **Task 2.4 Evaluation Criteria**

The URS Team will develop evaluation criteria for use in evaluating potential Build Alternatives. The criteria will be based on the identification of critical resource issues as developed through the agency and public coordination and initial data collection efforts. Environmental criteria will be combined with other criteria (e.g., system connectivity, transportation congestion, financial) in order to perform a complete evaluation of all potential Build Alternatives. Each criterion will be measured against project goals and objectives, which the URS Team will develop with the PMT and LOCATE. The URS Team will prepare a Technical Memorandum detailing the development of the evaluation criteria, and the results of applying the criteria. This will include a discussion of alternatives that did not meet minimum criteria and were eliminated from further consideration. This discussion will be drafted as such that it will be easy to incorporate into the NEPA document for the section on "Alternatives Considered but Eliminated."

### Deliverables:

- Draft Technical Memorandum for evaluation criteria for internal review
- Draft Technical Memorandum for evaluation criteria for inter-agency review
- Final Technical Memorandum for evaluation criteria



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### Task 2.5 Screening and Evaluation of Alternatives

Based on the evaluation criteria developed as Task 2.6, the URS Team will evaluate each of the various alternative land use and transportation scenarios with respect to environmental and other factors. A preliminary "fatal flaw" analysis will be conducted, which will quantify estimated impacts under a variety of environmental and other categories. The result of this analysis will be the identification of up to four (4) Build Alternatives to be carried forward for analysis in the EA.

#### Deliverables:

- Draft Technical Memorandum for the results of alternatives screening analysis for internal review
- Draft Technical Memorandum for the results of alternatives screening analysis for inter-agency review
- Final Technical Memorandum for the results of alternatives screening analysis

### Task 2.6 Build Alternatives

The URS Team will develop and prepare a description of up to four (4) Build Alternatives for the project. The universe of alternatives will be developed based on the project purpose and need, input from agencies, the public, LOCATE, FIND and RCRRA, available data, and previous feasibility reports conducted for the project. We will coordinate closely the RCRRA and other agencies and will employ an alternatives screening process to narrow the field to no more than four (4) Build Alternatives. In addition to a technical memorandum describing how the Build Alternatives were derived, a text description of the Build Alternatives will be drafted to comply with the format of the environmental document, and will provide sufficient detail to analyze environmental impacts. A graphical representation of the Build Alternatives will also be prepared and used in the EA.

Bloom will assist URS Corporation in developing up to four Build Alternatives for the project, specifically as the alternatives relate to work Bloom previously performed on the Union Depot.

#### Deliverables:

- Draft technical memorandum for definition of the Build Alternative(s)
- Final technical memorandum for definition of the Build Alternative(s)
- Draft text and graphic summary of the Build Alternative(s) for inclusion into the EA
- Final text and graphic summary of the Build Alternative(s) for inclusion into the EA

### Task 2.7 Existing Conditions

The URS Team will conduct the work under this task to establish existing conditions in accordance with the Data Collection Plan developed under Task 2.1. The intensity of data collection efforts for any particular resource will be based on the critical resources identified and comments received during the scoping process. Existing resources to be described in the NEPA document include, but are not necessarily limited to the following:

- Land use, demographics, and economic activity
- Socioeconomic conditions
- Communities and neighborhoods
- Environmental justice and Title VI
- Visual/urban design/landscaping and aesthetics
- Historic and archaeological resources
- Parklands
- Section 4(f)/6(f) Lands
- Transportation
- Air quality

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- Noise and vibration
- Ecosystems
- Threatened and endangered species
- Prime and unique farmlands
- Floodplains
- Water quality and wetlands
- Contaminated and hazardous materials
- Utilities
- Public safety and security
- Right-of-way
- Secondary and cumulative effects
- Construction-related impacts

The URS Team is composed of experts covering each of these resource areas. The existing conditions will be drafted in a format that can be easily incorporated the EA. The existing conditions will paint a picture of the current situation at the project site, and will work in concert with the No Action Alternative to provide an environmental baseline for evaluating impacts.

### Deliverables:

- Draft existing conditions chapter of the EA for internal review
- Draft existing conditions chapter of the EA for interagency review
- Final existing conditions chapter for incorporation into the EA

### **Task 2.8 Impact Assessment of the Build and No Action Alternatives**

The URS Team will prepare an EA that addresses specific impacts associated with each potential Build Alternative as compared to the No-Build, or baseline, alternative.

For each of the environmental assessment categories anticipated to be required for the EA, the URS Team will develop an impact assessment methodology and coordinate this methodology with RCRRRA, FHWA, and any appropriate resource agencies. We will identify and assist in all coordination requirements to address applicable federal, state, and local laws and regulations affecting each category. This coordination with federal, state, and local agencies and organizations will assist in the identification of sensitive resources, and the development of any necessary mitigation measures. The URS Team will incorporate the results of each impact assessment into the EA document, along with documentation of coordination that took place throughout the process.

Following is a summary of the environmental assessment categories anticipated to be required for the EA, and a description of activities to complete each assessment. As part of the project, the URS Team will develop specific methodology for the analysis of each impact area (with the exception of historic properties). A description of impacts and necessary mitigation will also be drafted in a format for easy incorporation into the EA document. We will coordinate closely across all disciplines to address overlapping issues.

- Land Use, Zoning, Demographics, Socioeconomic, and Economic Activity. The URS Team will collect land use and socioeconomic data for the study area from Ramsey County, the City of Saint Paul, and any applicable local land development and social agencies. Current aerial photography and field survey will also be used to document land use patterns and existing facilities. Areas of analysis will include but will not be limited to population and housing growth; employment; displacements; tourism; community tax base; planned development; consistency with local and regional plans; compliance with zoning ordinances; and effects on community facilities and



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services. We will also use GIS to acquire project data and perform applicable spatial and social analyses on both community and site-specific levels for each alternative.

The URS Team will also coordinate with the Metropolitan Council, RCRRA, local and community planning groups, and local governmental agencies to specify project elements that might enhance the relationship between the surrounding land use and the use of the transit facilities and joint development. This may include landscaping, pedestrian amenities, and other design elements among other methods. Analysis will also include long-term and short-term effects of construction-related project activities on the local economy; specifically, the direct and secondary economic benefit that construction activities will pump into the local economy on a short-term basis.

- **Communities and Neighborhoods:** Neighborhoods and any special communities will be identified through URS Team coordination with the City of Saint Paul, and analysis of potential community and neighborhood effects will be conducted in accordance with the Community Impact Assessment methodology developed for USDOT projects. Communities and neighborhoods surrounding the project area will be evaluated based on the potential for direct physical impacts and indirect effects (positive and negative) associated with increased transportation options, potential for traffic congestion, noise, and other impacts.
- **Environmental Justice and Title VI:** This subject area will be fully evaluated for Environmental Justice or Title VI impacts in accordance with appropriate federal guidelines, including requirements of Executive Order 12898 on Environmental Justice. Potential disproportionate impacts on minority and low income populations will be identified using US Census and city and county demographic data, and will be applied using GIS. The URS Team will take care to identify both negative and positive impacts to any potential populations governed under this assessment category, and will identify mitigation for any disproportionately impacted populations.
- **Visual/Urban Design/Landscaping and Aesthetics:** The historic nature of the facility demands that we integrate our new structures with deference to the character inherent in this classic facility. Just as new baseball stadiums such as the Baltimore Orioles at Camden Yards and the Colorado Rockies in Denver have created new designs inspired from the old traditional materials, shapes, details and scale, we will create new imagery inspired from the neoclassical headhouse.

Our design will mandate the appropriate use of materials for both the structure and finish materials. The goal is to use contemporary materials for cost and durability in a manner representative of historic features.

- **Historic and Archaeological Resources:** The URS Team understands that historic and archaeological resources will be evaluated under separate contracts and that we will be responsible only for summarizing the findings in the EA. The URS Team will provide the subconsultants conducting the historic properties analysis with the conceptual engineering for the four alternatives to allow the subconsultants to evaluate the effects on these resources (including use of the Headhouse and any effects on historic properties in the surrounding area). We also understand that RCRRA and its historic resources subconsultants will develop a Memorandum of Agreement (MOA) with the appropriate parties to mitigate any adverse effects associated with the preferred alternative. Our schedule identifies the date when the URS Team requires documentation to complete the draft EA on schedule. It is significant to note that a signed MOA must be completed before FHWA will issue the FONSI for the project.
- **Parklands, Section 4(f), Section 6(f) Lands:** The use of resources protected under Section 4(f), including the depot and any other historic resources identified by the subconsultants Cultural Resources team, will be addressed by the URS Team. We will use the findings of the Cultural Resources team to prepare the 4(f) analysis and develop mitigation measures to avoid the proposed uses if possible. Although Section 4(f) impacts are anticipated to cover historic resources only at this time, aerial photography and recreational mapping will also be reviewed to identify any recreational resources in the project area that may qualify under the provisions of 4(f). The analysis and

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mitigation measures will be incorporated into a document that will meet all requirements of Section 4(f), and will demonstrate that the project has incorporated all possible planning measures to minimize harm. The URS Team will also provide information needed to foster consideration of the de minimis provisions of Section 4(f) as applicable. Land and Water Conservation Act (LAWCON) databases will also be reviewed to identify any Section 6(f) lands in the project area, and the URS Team will analyze impacts and identify mitigation as required. This scope of work assumes up to three (3) Section 4(f) resources, and one (1) Section 6(f) resource will be evaluated.

- *Transportation and Traffic:* To effectively use the Union Depot, it will be critical to provide convenient connections to all nearby major transportation facilities, without introducing new safety or congestion impacts to the existing surrounding facilities. The major connections include I-94, I-35E, Lafayette Road, Wabasha Street, Robert Street, Shepard Road, Warner Road, and Central Corridor. Additional connections for consideration will be bicycle and pedestrian facility connections.

The Metropolitan Council's travel demand modeling will provide guidance for evaluating ridership and traffic demands associated with various scenarios for the transportation system. The traffic impact analyses will demonstrate what impacts will occur and whether any mitigation is required. This will be an iterative process of including any mitigation measures into the travel demand model for final scenario selection.

The Union Depot site will also provide on-site services, and will have vehicle trip generation beyond just transit connections. These impacts will include moving the Amtrak Depot to the Union Depot site.

The development of the Union Depot site will also lead to the potential of increased density adjacent to the site. The improved services provided by the site will be evaluated for their relationship in ridership benefits and effectiveness of the overall system.

The Metropolitan Council Travel Demand Model will be refined in the immediate project area to ensure the model's precision meets the needs that will be required to evaluate the transit and highway elements of the project. The initial model validation will include documenting current transit and highway networks. As future scenarios are developed, modeling will be conducted to evaluate ridership and traffic impacts for the project.

The future 2015 and 2030 models will require changes of the land use at the Union Depot Site, including the Amtrak activities and other commercial activities.

Traffic impacts will be evaluated on roadways impacted by the project. This will include the connections from the major regional connections, as well as local traffic generated by the project. Our traffic analysis will include documentation of existing, No Action, and Build alternatives. The documentation will include travel times and Level of Service within the project area. We will use Synchro to demonstrate intersection operations. Mitigation measures will be developed for any impacts, and will include a diverse set of potential measures to improve both non-transit vehicular traffic flow and transit travel times. Mitigation measures could include transit priority measures to assist in the project's ability to provide excellent transit service.

The following tasks will be completed:

- Refine transit and highway networks in immediate project area
- Validate existing model for both highway and transit
- Develop future No Action and Build highway and transit networks
- Refine socioeconomic data for future site details
- Determine No Action and Build alternatives 2015 and 2030 ridership and traffic volumes

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- Calibrate existing traffic operations model
- Model 2015 and 2030 No Action traffic operations
- Model 2015 and 2030 Build traffic operations
- Develop and evaluate mitigation measures for any traffic impacts and deficiencies

We anticipate the following intersections will be evaluated for screening and traffic operational analysis:

- All intersections bound by Kellogg Boulevard, Broadway Street, 7<sup>th</sup> Street and Jackson Street
- Kellogg Boulevard at Robert Street
- Warner Road at Sibley Street
- Jackson Street at
  - Shepard Road
  - 9<sup>th</sup> Street
  - 10<sup>th</sup> Street
  - 11<sup>th</sup> Street
  - 12<sup>th</sup> Street

Mitigation measures and operational analyses will include review for any transit priority measures.

These intersections that have been identified include all major intersections anticipated to experience impacts due to traffic impacts. However, the chosen alternative may have bus routes that will require screening of additional intersections. This may include routes along Kellogg Boulevard to the west and other connections to I-94 and I-35E west of the Union Depot site.

- *Air Quality:* The Twin Cities is designated as a Maintenance Area for air quality. Because of the Maintenance Area designation, if any federal funding is used for the project, the project will need to be included in the Transportation Conformity Analysis, or demonstrate that the project does not increase air quality emissions. While it is anticipated that some localized impacts may occur as a part of the project, it is very unlikely that any hot spot air quality violations will be created by the project. The MPCA currently allows screening of intersections for analysis, and if the total AADT of all approaches to an intersection are below 77,000, a detailed air quality analysis is generally not required. Regional impacts will be summarized based on regional Vehicle Miles Traveled, demonstrating the magnitude of project impacts.
- *Noise and Vibration:* The URS Team will review existing plans, studies, and available information for the project area to determine the extent and utility of any data that could be used in the present analysis.

### Noise and Vibration Measurements

Using aerial photographs of the project area, the URS Team will identify sensitive receptors within the project area and select representative locations for the noise and vibration monitoring program. Locations that represent special noise sensitivity will include residences, schools, hospitals, and places of worship. The final set of sites will be selected and presented to the PMT and RCRRA for review and concurrence prior to the start of the noise and vibration measurement program.

The noise measurement program is made up of two components. The first component consists of 24 hours of continuous monitoring to obtain an average day-night level or Ldn. This level will be used to define the existing condition and to set the allowable FHWA limits for noise from the proposed project. We have allowed for 24-hour monitoring at up to three residential receptor locations. CEL model 593 or Larson Davis Model 820A sound level meters (or their equivalents) will be used for the noise measurements. These meters meet ANSI Standards for Type 1 accuracy and quality.

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The second component of the noise measurements will consist of short-term (20 minute) peak-hour measurements at up to six locations. The results will be presented as hourly Leqs in dBA which can readily be compared with the FHWA noise criteria. During each of the noise measurements, concurrent traffic volumes disaggregated into automobiles, medium trucks (vehicles with two axles and six tires), heavy trucks (vehicles with three or more axles), buses, and motorcycles, and average travel speeds will be obtained for use in the model calibration.

Vibration measurements will be obtained at up to three locations to document existing vibration levels in the project area. In addition, a traverse at three distances from the vibration source will be obtained at one of these locations to provide site-specific ground propagation characteristics of the area. These measurements will be used to develop a vibration propagation curve that can be used to adjust the vibration data contained in the FHWA guidance manual.

Vibration measurements will be obtained using PCB Model 393C accelerometers. The measured vibration levels will be reported in RMS (root-mean-square) velocity in VdB (relative to 1 micro inch per second).

### Noise and Vibration Modeling Analyses

A detailed traffic noise analysis will be performed in accordance with the *FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise* (23 CFR 772, 1982; revised 1997). According to these procedures, an impact condition will occur if the predicted noise from a highway project approaches within 1 dBA, meets, or exceeds the FHWA's Noise Abatement Criteria (NAC) of 67 dBA at a residential receptor, and 72 dBA at a commercial receptor.

The traffic noise analysis will examine the potential impact on the same set of sensitive receptor locations that was used in the monitoring program. In addition, all sensitive receptors that may be affected by the project will be identified and inventoried. The FHWA's Traffic Noise Model (TNM) version 2.5 will be used to estimate noise levels at all receptors within the project area. Selected short-term noise measurement sites will be used to calibrate the TNM noise model. The existing measured noise levels will be compared with the predicted noise levels using the same traffic data (as observed during the time of the measurements) as a basis for verifying assumptions used in the computer model.

The worst-hour noise levels will be estimated consistent with the FHWA's *Procedures for Abatement of Highway Traffic Noise and Construction Noise*, FHPM 7-7-3. The TNM noise model will be used to predict both the worst-hour traffic noise levels for comparison with the FHWA Noise Abatement Criteria and the 24-hour Ldn noise level from the bus operations for comparison with the FHWA noise impact criteria for residential receptors. Impacts from any light rail will be assessed using FTA procedures. The FTA noise impact criteria are determined from the measured noise levels as described in the FTA's *Transit Noise and Vibration Impact Assessment* guidance manual (revised May 2006). Estimates of noise levels will be made for the future No-Build condition, and up to four Build Alternatives in the design year.

Vibration levels will be predicted using FTA vibration procedures and adjusted, if necessary, for the propagation characteristics of the project area established from our vibration measurements. The predicted vibration levels will be compared with the FTA criteria limits to determine impact.

If the noise and vibration analyses were to result in an impact condition, the URS Team will identify candidate mitigation measures for the PMT and RCRRA to consider. If noise barriers are feasible mitigation measures, the



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URS Team will identify their locations and assess their effectiveness in reducing the impact at the affected receptors.

Temporary impacts for noise and vibration during construction will be addressed qualitatively, focusing on mitigation measures that should be taken to minimize the potential for adverse impacts.

The results of the noise and vibration analyses will be documented in a draft technical report that can be integrated into a Draft EA. Details of the analysis, the modeling assumptions, the input data used, the measured noise and vibration levels, and necessary discussions to substantiate our findings will be provided.

- *Ecosystems/Threatened and Endangered Species:* The URS Team will conduct review of aerial photography and biological resource mapping to determine presence of any potential vegetative areas or other natural areas requiring further analysis in the EA. If areas are identified, field investigation by a qualified biologist will be conducted within the project area. URS will also initiate Section 7 of the Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS), and will request review of the site by the Minnesota Department of Natural Resources (MDNR) Natural Heritage Program (NHP) to determine the possible occurrence and likely locations of federal and state listed endangered or threatened species and habitats. If endangered or threatened species or significant habitats are found to occur, we will work with governing agencies to identify mitigating measures such as the timing of construction or other mechanisms. These measures will be documented in the EA and will be incorporated into the project construction plans.
- *Prime and Unique Farmlands:* The URS Team will consult with the Natural Resource Conservation Service (NRCS) and will prepare farmland evaluations (AD-1006 form) to fulfill the requirements of the U.S. Natural Resource Conservation Service. Due to the urban nature of the project site, this is not anticipated to required significant coordination or effort.
- *Floodplains/Surface and Groundwater/Soils:* Floodplain analysis will be based on hydrologic and hydraulic analysis performed for adjacent projects and/or Flood Insurance Rate Maps (FIRMs) and studies for the project area. Water quality resource evaluations will be based on historic background data tabulation and will include an assessment of potential violations of water quality standards, physical impacts to aquatic systems, and potential impacts to aquatic biota as appropriate. In addition to the utility efforts in previous tasks, the URS Team will identify potential major existing and proposed utilities within and immediately adjacent to the site. The locations will be obtained by field survey and supplemented with system mapping obtained from the utility companies.
- *Special Designation Districts (impact area added):* The project area lies within the boundaries of the Mississippi National River and Recreation Area (MNRRA), which will require specific coordination with the National Park Service (NPS) and documentation of specific MNRRA impacts in the EA. The URS Team will conduct early consultation with the NPS to identify potential impacts and concerns, and to identify mitigation measures that meet MNRRA requirements. Results of the analysis will be incorporated into the EA.
- *Wetlands:* Aerial photography will be reviewed and overlain within GIS data from the National Wetland Inventory (NWI) to determine the presence of wetlands on the project site. If wetlands are present, impacts will be assessed in accordance with Section 404 of the Clean Water Act (as coordinated through the U.S. Army Corps of Engineers) and other state and local requirements. No field investigations are included as part of this task.
- *Hazardous Materials:* The potential presence of hazardous materials will be determined by conducting a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E1527-05. The Phase I ESA will be accomplished under the Conceptual Engineering, Task 6, Hazardous Material Requirements task. The findings of this report will be summarized in the EA.

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- *Utilities:* Utilities present in the project area will be identified through coordination with the Gopher State One Call system and direct contact with the utility owners, as appropriate. The URS Team will contact utility owners, obtain their available utility maps, and establish a utility contact list and file system. The current scope does not include surveying Gopher State One Call markings.
- *Public Safety and Security.* The No Action and Build Alternatives will be evaluated to determine the potential effect on public safety and security. In addition to RCRRA security impacts, evaluation of the impact regarding medical emergencies, accidents, police, and fire resources will be provided. The findings of the analysis described under Task 3.9 (Safety and Security Design Requirements) will be incorporated into the EA.
- *Right-of-Way.* Environmental and engineering staff will work closely together to examine impacts to right-of-way, and the amount, location, and type of property proposed for acquisition. This will be achieved using available aerial photography and GIS parcel data, and will be supplemented by conducting windshield surveys within the project area. Additionally, the estimated cost to acquire any additional property and relocate impacted residential or business structures will be calculated. A summary of this analysis will be included in the EA.
- *Secondary and Cumulative Effects:* The URS Team will use Environmental Protection Agency (EPA) guidance to evaluate the potential for the No Action and Build alternatives to spur secondary development or result in cumulative effects in the project area. We will coordinate with the City of Saint Paul, Ramsey County, and local development agencies to identify other projects in the area that may contribute to the cumulative impact of the project.
- *Construction Related Impacts:* Short-term impacts associated with construction activities will be evaluated for all applicable resource types. Though often temporary in nature, construction impacts must be documented in the EA and mitigation measures for unacceptable impacts shall be identified for further analysis and implementation prior to, or during, construction. Given the historic nature of the existing Depot potential construction impacts will need to be carefully considered and documented.

### Deliverables:

- Draft Impact Assessment Methodologies for each impact category
- Final Impact Assessment Methodologies for each impact category
- Draft Impact summaries for each impact category
- Final Impact Summaries for each impact category

### **Task 2.9 Prepare and Finalize the EA**

Following completion of the analysis of the No Action and Build Alternatives, the URS Team will prepare the Draft EA in accordance with NEPA and FHWA guidelines. The document will include the following sections:

- Executive Summary
- Purpose and Need
- Alternatives Considered
- Affected Environment/Existing Conditions
- Environmental Consequences and Mitigation
- Section 4(f) Evaluation
- Comments and Coordination
- Supporting Appendices

The EA review process will be streamlined by incorporating final versions of chapters developed and reviewed under previous tasks. Once the document has undergone internal review, a meeting may be held to discuss any comments



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on the document. The URS Team will incorporate internal changes prior to submitting for interagency review. Once interagency comments are incorporated and FHWA gives clearance, the Draft EA will be considered ready for public distribution.

### Deliverables:

- Preliminary Draft EA for internal review
- Preliminary Draft EA for interagency review
- Final Draft EA for public distribution

### **Task 2.10 EA Publication and Review.**

The URS Team will prepare an EA for the Saint Paul Union Depot that satisfies NEPA requirements. All analyses will be conducted in accordance with applicable federal, state, and local laws governing all natural, social, and transportation resources in the project area. The document will be formatted and processed in accordance with FHWA/FTA environmental guidelines contained in 23 CFR Part 771 title "Environmental Impact and Related Procedures."

It is anticipated that the federal environmental documentation prepared for this project will adequately cover any applicable requirements of the Minnesota Environmental Policy Act (MEPA) as governed by thresholds established by the Minnesota Environmental Quality Board (EQB). The applicability of any specific MEPA requirements will be determined during the scoping phase of the project, when project details are better defined and any thresholds can be properly evaluated. If MEPA requirements apply, the federal document will be circulated as such to fulfill those requirements.

The URS Team is composed of technical experts covering all impact areas required to complete the EA analysis. Throughout the project process, we will work together across disciplines to achieve consistent methodology, sound technical analysis, and an EA that resonates with one voice. The following tasks describe our commitment and approach to completing all steps in the Scoping and EA processes.

The URS Team will print and distribute up to fifty (50) copies of the EA for review to appropriate agencies, stakeholders, and the general public. We will prepare a draft distribution list that includes all required agencies local jurisdictions and stakeholders. This list will be provided to RCRRA for review prior to distribution. To kick off the EA comment period, the URS Team will prepare a Notice of Availability and a press release to inform the public of document availability, begin and end dates of the comment period, date of the public hearing, and details for submitting comments. All participants in the environmental scoping process, coordinating agencies, and other interested parties will be provided a copy of the EA.

To further streamline the environmental process, the URS Team proposes to include a draft FONSI with the draft EA. This will be at the discretion of FHWA, and the URS Team will facilitate that coordination to determine if this is a feasible option.

### Deliverables:

- Draft distribution list for RCRRA review
- Printing and distribution of up to fifty (50) copies of the EA and Draft FONSI
- Draft Notice of Availability and press release for internal review
- Draft Notice of Availability and press release for inter-agency review
- Final Notice of Availability and press release for publication

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### Task 2.11 Agency Review and Public Hearing Process

The URS Team anticipates a 45-day EA comment period to accommodate review requirements for an EA/Section 4(f) Evaluation. During this period, we will prepare for and conduct one public hearing. The meeting will include an open house followed by a formal presentation and opportunity for formal public and agency comment. Prior to the meeting, the URS Team will prepare meeting materials consisting of a PowerPoint presentation, sign-in sheets, comment sheets, and project summary flyers. Meeting materials and the presentation will be prepared to comply with the requirements of NEPA and also Section 106. The URS Team will coordinate with RCRRA on logistics for the hearing.

In addition to the public hearing, the URS Team will also conduct up to four (4) agency/stakeholder meetings during the EA review period, to ensure that all interested stakeholders, organizations, and individuals are aware of the review process and have the opportunity to comment. These meetings will use the same or similar meeting materials as the public hearing. Specific agencies or groups to be targeted will be discussed with RCRRA, PMT, and the LOCATE Task Force prior to the start of the EA review period.

All public and agency comments received during the scoping period will be tracked and summarized in an Excel spreadsheet, to facilitate the comment response effort in Task 2.12.

#### Deliverables:

- Draft public hearing materials for internal review – including PowerPoint presentation, comment sheets, sign-in sheets, and up to six (6) display boards
- Draft public hearing materials for interagency review
- Final public hearing materials for public distribution
- Execution of EA public hearing (assumes up to four (4) URS Team staff present)
- Excel database of comments received during EA review period and public hearing

### Task 2.12 EA Revision and Preparation of NEPA Environmental Finding

The URS Team will collect and formulate responses to comments received on the EA. It is likely that some comments will require close coordination with RCRRA to formulate an adequate response. We will revise the EA as necessary and include responses to comments. The URS Team will also revise the FONSI based on RCRRA and FHWA comment. At the conclusion of this task, RCRRA will have a final FONSI for distribution.

#### Deliverables:

- Draft revised EA/FONSI for internal review
- Draft revised EA/FONSI for interagency review
- Final revised EA/FONSI

## TASK 3 CONCEPTUAL ENGINEERING

### Task 3.1 Data Management and Coordination

It is important that all project data be easily accessible to all team members and that the storage and dissemination of such data be managed to insure compatibility, completeness, and currency. To this end, the URS Team has developed a data management system that includes both electric and hard copy storage procedures that use standard filing and naming conventions. Electronic data are stored on URS' intranet and is readily accessible to all office staff. Access to team members outside the office will be through e-mail or URS' secure FTP site. All data will be assembled, organized, and delivered to RCRRA at the conclusion of the project.

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One of the most important deliverables for this project is a basemap. This document, produced in AutoCAD, will aggregate a wide range of data to be collected from a variety of sources including:

- Existing aerial photographs and topography
- Ramsey County and City of Saint Paul GIS
- Construction drawings for the Union Depot and subsequent facility modifications implemented by various entities such as the United States Postal Service
- City and utility company as-builts, stormwater plans, and the supplemental field survey to be completed by the URS Team.

This basemap will be the foundation on which much of the conceptual engineering will be produced. It will include locations of existing roadways, parking areas, rail lines, pathways, utilities, buildings, property lines, contours, and other significant topographic features.

### Deliverables:

- Aerial Imagery
- Existing transportation infrastructure (adjacent to project study area)
  - Rail Lines
  - Roads
  - Trails/Bike Paths
  - Light rail transit lines
  - Bus Routes
- Design Drawings
- Wetlands
- Floodway and floodplain boundaries
- Location of borings for geotechnical or environmental investigations
- Existing Utilities
- Permits, plats, legal filings

### **Task 3.2 Geotechnical Design**

The URS Team will coordinate with RCRRA and other necessary agencies to obtain historical background soils information and any available foundation plans for the existing structures. We will prepare a Preliminary Soils Report, which will include a description of soil and groundwater conditions and recommendations for foundations, based upon the historical background soils information obtained.

A detailed geotechnical investigation involving drilling of soil borings and laboratory testing is not proposed at this time. Additionally, this geotechnical analysis will not include any environmentally related assessment of the site or existing structures located thereon.

### Deliverable:

- Preliminary Soils Report

### **Task 3.3: Survey**

This project will require topographic survey information that meets or exceeds National Mapping Standard accuracy for 1"=50' mapping. *To this end, we propose to utilize the recently flown aerial mapping data (completed in 2006) compiled by Ramsey County.* This data will provide one-half foot vertical accuracy and will provide planimetric data that sufficiently locates topographic features visible on the aerial photograph. The URS Team proposes to supplement

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this information with field surveys to collect data under existing decks, verify as-built utility information, and to record significant topographic features not contained in other available data. The field survey will also verify the location of critical points such as important drainage outfalls, building entrances, driveways, and rail connections. While the field survey will collect the location of visible property monuments, it is not intended to establish property boundaries to land surveying accuracy. We anticipate that much of the field survey will need to be accomplished during the winter.

### Deliverable:

- Digital Terrain Model (CDTM) with 1 foot contours prepared using Autodesk Land Development Desktop, existing topography, drainage structures and utilities (from utility locates by utility companies), vertical and horizontal contour points used to establish control, invert elevations for manholes and vaults, signs, a survey control diagram, and control for aerial photography. This information shall be provided in AutoCAD 2000 format.

### **Task 3.4 Aerial Photography**

As stated on Page 4 of Addendum #1 of the RFP, the RCRRA will work with the URS Team to determine if existing 2006 aerial photography is adequate and to determine the needs and schedule for any required new photography. It is the URS Team's understanding that Ramsey County has 2006 digital aerial photography available for the Union Depot study area. As of this writing, this new photography is due for release in September 2006. This orthographic photography has a ground accuracy of one-half foot. The URS Team will use this photography for the purpose of preparing meeting materials for the PMT, LOCATE committee, public hearing, stakeholders, RCRRA board, and resource agencies. We may also use this base mapping to augment materials prepared for the EA.

As an option, the URS Team also looked at other potential sources of free digital aerial photography. They include the following:

- 1999/2000 Central Corridor AA/DEIS – Color digital orthographic photography with a resolution of 1 inch = 100 feet
- 2003/2004 Farm Service Administration – Color digital orthographic photography with one meter resolution (1 inch = 200 feet).

We assume that the 2006 aerial photograph collected by Ramsey County will be made available to the URS Team for use on this project. We have included a small amount of time in our cost estimate for additional field work, if necessary, to further rectify and improve the planimetric accuracy of the original air photos.

### Deliverable:

- Aerial photographic map, rectified to ground controls, delivered in electronic TIFF file format.

### **Task 3.5 Right-of-Way**

URS will produce data and mapping, based largely on the mapping produced for the conceptual engineering effort, to assist RCRRA in its early ROW identification and negotiations. This effort will include exhibits that depict land use, existing conditions, proposed improvements and potential ROW impacts. Such documentation will also identify potential relocation and property ownership.

### Deliverables:

- Conceptual relocation statement
- Land use mapping
- Property ownership map(s)



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### Task 3.6 Hazardous Materials

The URS Team will conduct a Phase I ESA according to ASTM Standard E1527-05. This standard incorporates the "all appropriate inquiry" requirements effective November 1, 2006. Personnel conducting the ESA will be qualified environmental professionals as described in the standard. Work will include a visual inspection of the property, which entails:

- Walking over the entire site, ideally with the client present to answer questions
- Photographic log
- Interviews with the appropriate site and adjacent properties personnel
- Thorough review of all "practically reviewable" records pertaining to the property and surrounding properties within ASTM radii
- Comprehensive written report.

Per the task requirements, the URS Team will describe construction impacts associated with the various proposed transportation modes relating to environmental issues. The environmental issues of concern include:

- Solid waste generation,
- Construction dewatering and treatment,
- Developing a list of anticipated construction permits,
- Discussion of issues related to Resource, Conservation, and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Clean Water Act (CAA), the Toxic Substance Control Act (TSCA), and the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

#### Deliverable:

- Phase I Environmental Assessment

### Task 3.7: Structures Evaluation and Design

This task entails the evaluation and design of transit facilities and supporting structures for the Union Depot.

#### A. Facilities

- *Previous Study Evaluation:* Prior to beginning programming and together with the RCRRA URS will evaluate studies previously conducted for the facility, in particular the 2003 Saint Paul Union Depot Analysis. This review will set in place an operational understanding of the goals of the Union Depot and past approaches to transit concepts, vertical and horizontal circulation, and space utilization.
- *Evaluation of Existing Facilities:* We will perform an extensive evaluation of the existing facilities to understand the current condition of the Union Depot and the existing physical structures. This evaluation will include buildings, ramps, docks, pedestrian, vehicular and rail circulation, as well as all facilities and transportation ways available for use or reuse. We will also seek to learn as much as possible about the utility services. This evaluation will result in the determination of applicable reuse from a space planning and transportation perspective and will identify individual components that may be used or demolished.
- *Facility Programming:* After evaluation of the existing structures and in conjunction with potential transportation options under consideration, we will analyze the requirements and space needs in support of the Multimodal Transit Terminal. Programming will take into account current spaces and future needs based on projections provided by the RCRRA. Programming will be based on our extensive knowledge of transit facilities that have been designed across the United States, the Hiawatha Light Rail Line, programmatic ratios based on square foot relationships of uses, and code requirements.

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We will take into consideration future needs and requirements for transit operations including public uses such as ticketing, baggage handling, platform requirements, toilets, food service or vending, circulation—horizontal and vertical, security, accessibility, and parking. We will also consider the operational requirements of management and employees including general offices, traffic/transportation management centers and offices, lockers, showers, toilets, waiting/break areas, and storage.

- *Proposed New Facilities:* The result of programming will be defining new facilities that may include new buildings, additions, minor and major remodeling. We will transfer the program elements into block diagram footprints to meet the needs of the RCRRA. They will include the specific uses and size of each element.

These new facilities will include a detailed discussion and graphic representation of routes of travel and accessibility to meet ADA requirements.

- *Utility Needs and Locations:* After defining new structures, we will establish utility needs and locations. These utilities will include main services for electrical, sanitary sewer, water, storm water, and telecommunications. Conceptual sizing of major utilities will be determined and the specific routing within and between facilities will be demonstrated.
- *Aesthetics:* The historic nature of the facility demands that we integrate our new structures with deference to the character inherent in this classic facility. Just as new baseball stadiums such as the Baltimore Orioles at Camden Yards and the Colorado Rockies in Denver have created new designs inspired from the old traditional materials, shapes, details and scale, we will create new imagery inspired from the neoclassical headhouse.

Our design will mandate the appropriate use of materials for both the structure and finish materials. The goal is to use contemporary materials for cost and durability in a manner representative of historic features.

- *Constructability - Material Selection and Availability:* The URS Team has a dedicated construction services group that will perform a constructability review. This review will primarily encompass material selection and availability, structural evaluation, and procurement methodologies. The result will be a conclusive evaluation of the proposed options with recommendations and cost-benefit analysis for consideration by the RCRRA.
- *Cost Estimate:* Based on the programming effort, definition of new structures and establishing utilities, we will prepare a rough order of magnitude cost estimate. We will base our estimate on cost histories, Means Building Construction Cost Data, and Square Foot Costs (as appropriate) to establish construction costs.

### B. Support Structures

The purpose of this conceptual engineering phase is to conduct more detailed analysis of the structural adequacy of existing structures, as well as provide conceptual engineering for all proposed structures within the project limits. The result of the conceptual engineering phase will be a Structure Evaluation and Selection Report. As a result of the 2003 analysis, the URS Team feels that the Union Depot Concourse and Bridge and the track-level railroad deck are structurally sound. However, the original plans for these structures were not complete and the material properties and current condition are unknown. In addition, many parts of the structures were not accessible for visual inspection. For this reason, the URS Team recommend physical testing during this conceptual engineering phase. This testing would include sampling the concrete and structural steel to determine their physical properties, as well as determining the spacing of the reinforcement in the concrete.

This proposal also includes the structural evaluation and design for two proposed new structures that will be defined during the alternative analysis.



## Scope of Services

### Deliverables:

- Space program indicating additional space program requirements and uses
- Site plan showing program land requirements
- Site map identifying site access and relationship with other structures
- Utility needs and locations
- Aesthetics – one overall image for each option (4 total)
- Constructability
- Material type and availability
- Cost estimate

### **Task 3.8: Traffic Analysis**

The Metropolitan Council Travel Demand Model will be refined in the immediate project area to ensure the model's precision meets the needs that will be required to evaluate the transit and highway elements of the project. The initial model validation will include documenting current transit and highway networks. As future scenarios are developed, modeling will be conducted to evaluate ridership and traffic impacts for the project.

The future 2015 and 2030 models will require changes of the land use at the Union Depot Site, including the Amtrak activities and other commercial activities.

Traffic impacts will be evaluated on roadways impacted by the project. This will include the connections from the major regional connections, as well as local traffic generated by the project. Our traffic analysis will include documentation of existing, No Action, and Build alternatives. The documentation will include travel times and Level of Service within the project area. We will use Synchro to demonstrate intersection operations. Mitigation measures will be developed for any impacts, and will include a diverse set of potential measures to improve both non-transit vehicular traffic flow and transit travel times. Mitigation measures could include transit priority measures to assist in the project's ability to provide excellent transit service.

The following tasks will be completed:

- Refine transit and highway networks in immediate project area
- Validate existing model for both highway and transit
- Develop future No Action and Build highway and transit networks
- Refine socioeconomic data for future site details
- Determine No Action and Build alternatives 2015 and 2030 ridership and traffic volumes:
- Calibrate existing traffic operations model
- Model 2015 and 2030 No Action traffic operations
- Model 2015 and 2030 Build traffic operations
- Develop and evaluate mitigation measures for any traffic impacts and deficiencies

We anticipate the following intersections will be evaluated for screening and traffic operational analysis:

- All intersections bound by Kellogg Boulevard, Broadway Street, 7<sup>th</sup> Street and Jackson Street
- Kellogg Boulevard at Robert Street
- Warner Road at Sibley Street
- Jackson Street at
  - Shepard Road
  - 9<sup>th</sup> Street
  - 10<sup>th</sup> Street

## Scope of Services

- 11<sup>th</sup> Street
- 12<sup>th</sup> Street

Mitigation measures and operational analyses will include review for any transit priority measures.

These intersections that have been identified include all major intersections anticipated to experience impacts due to traffic impacts. However, the chosen alternative may have bus routes that will require screening of additional intersections. This may include routes along Kellogg Boulevard to the west and other connections to I-94 and I-35E west of the Union Depot site.

### Task 3.9 Safety and Security Design Requirements

Establishing safety and security design requirements is fundamental to evaluating conceptual design and engineering for the multimodal facility. All design and engineering alternatives for the facilities will need to be evaluated as to how well they meet an extensive range of federal, state, regional, and local requirements. Provision for standard design criteria have been established for all of the transportation technologies anticipated in the Union Depot Phase II Analysis. In addition, Union Depot must accommodate the safety and security requirements of each transportation system as they interact at this station. These include passenger and freight rail, light rail transit, regional commuter rail, high speed rail, local and express bus, interstate passenger bus, and commercial vehicles. Design and operations criteria will be based on requirements of the following agencies and legislation:

- US Department of Transportation
- Federal Railroad Administration
- FTA and FHWA
- American National Standards Institute
- National Fire Protection Association Standards
- AASHTO
- Manual of Uniform Traffic Control DevicesUTCD
- Americans With Disabilities Act
- Minnesota Department of Transportation
- State of Minnesota Uniform Building and Fire Codes
- Metropolitan Council and Metro Transit

The criteria established in this task and modified through stages of subsequent detailed design and engineering will eventually be used by designers and builders of the facility to complete Safety Certification reports. These tracking/reporting/documentation features establish a continuous chain of responsibility on federally funded transit projects. The URS Team will establish criteria that can be readily used for conceptual design and which will form the basis for completing future Safety Certifications.

Since 9/11 the US Departments of Transportation and Homeland Security have added new dimensions to previous design and operations criteria. The FTA established state-based Safety Oversight programs to help ensure the safety and security of rail transit systems. These programs are typically administered through a state department of transportation. Fundamental to this work is conducting safety and security audits of transit agencies. Previous analysis of transit systems indicate they are an extremely safe mode, with total per passenger-mile fatality rates approximately one-tenth that of automobile travel. Best practices for increased safety and security currently include closed circuit television monitoring, expanded communications, and system operations monitoring, GPS tracking of vehicles, and broad disaster readiness tests at the local responder level. Based upon both our national and local

## Scope of Services

experience, the URS Team will review current best practices and emerging ideas to develop criteria which strengthen safety and security at the Union Depot.

### Facility Security

In addition to the Safety and Security requirements specified in the RFP, the URS Team recommends that the RCRRA consider assessing the probability of risk of any threat along with mitigation strategies. To this end, we offer the following risk assessment for inclusion in the Saint Paul Union Depot EA/CE:

Unlike an office building or even an airport, public transit systems, including multi-modal terminals, cannot simply be closed off or tightly controlled without compromising their fundamental character. Security must be created in other ways, through physical modifications that do not impinge upon the openness of the system, through employee training and watchfulness, passenger awareness and participation, and careful planning for coordinated, efficient, and life-saving response. Each of these security-oriented elements must be knit together with the others, and with the other policies and procedures of the agency, so that security becomes a network, reflecting the integrated nature of public transit.

Despite differences of size, scale, and location, all transit agencies share the macro-level commonality of managing integrated systems and facilities, and all share the vulnerabilities inherent in that connectivity. At a multi-modal terminal, there will be:

- Multiple physical assets, some owned, some leased, and some shared;
- A regulatory and legal framework that defines relationships with employees, riders, and the rest of the transportation network;
- Unique layouts, architectural designs, and engineering considerations; and
- A range of technologies.

To begin with, the RCRRA needs to consider the "probability" of risk for any of the possible threats, along with vulnerabilities and then weigh the possible mitigation strategies against its mission, policies, infrastructure and investment priorities for moving forward with the conversion of Union Depot to a multi-modal terminal.

This assessment should consider all aspects of the depot, its interaction with all modes of transportation, and the urban context in which it is situated. This includes tunnels and other underground structures, ramps, bridges, and roadway access points. In addition, the assessment needs to consider existing and proposed development close to or adjacent to the depot's footprint, including parking facilities, and transit-oriented developments. This will lead to identifying a range of feasible retrofits and new infrastructure design and construction projects that could be undertaken to harden the facility. It will also lead to the identification of technology applications (e.g., CCTV and intrusion detection equipment) and policies and procedures that would need to be adopted to further secure the facility and the various modal operations.

The development of the safety and security design requirements report will be based on a walk-through of Union Depot, a review of the proposed structure reports, which will outline general spatial, structural and engineering requirements, and the traffic analyses to be conducted. In preparing this deliverable, the URS Team will also rely on the FTA's recently released Transit Security Design Guidelines, in particular the chapters on infrastructure, access management, and systems integration (which were prepared by URS through the US Department of Transportation's Volpe Center). With the development of design and engineering oriented mitigation strategies, the opportunity also exists to consider operations management and control, interoperable communications, and the scalability of the existing information architecture for the purpose of adding technology over time.

## Scope of Services

### Deliverable:

- Safety and Security Design Requirements Report

### **Task 3.10 Civil Design Drainage Analysis and Design**

To support the EA, an adequate drainage study is required. This study will be used to articulate the existing drainage patterns on the site, identify potential drainage pattern changes as a result of the alternatives identified in the project, identify the impacts to downstream facilities of drainage from the site, and propose conceptual mitigation measures, if needed, to address drainage impacts. This effort will require a detailed inventory of existing drainage systems both on-site and of the outfall to the Mississippi River. While the majority of this information is expected to be available from as-built drawings, storm water planning documents, agencies identified in the RFP and other existing sources, some field investigation may be necessary to gain a complete understanding of in-place systems.

Prior to beginning the conceptual design for each of the alternatives identified in the project, the URS Team will contact applicable agencies, including the Urban Drainage and Flood Control District (UDFCD), COE, City of Saint Paul, and Federal Emergency Management Agency to determine the design criteria and regulatory requirements applicable to the project. This information will be used to guide the conceptual design of drainage systems for each of the alternatives studies as part of this project. A preliminary drainage model, acceptable to UDFCD and the City of Saint Paul, will be developed to allow the analysis of both proposed on-site and off-site improvements and to review potential impacts to upstream and downstream properties for both major and minor storm events.

We will prepare preliminary drainage plans that identify the location of all major drainage facilities and the location and elevation of the 100-year floodplain boundary. The Preliminary Drainage Plans will include the plan and profile of all pipes 24-inch and larger in diameter and the location and conceptual design of any needed detention areas, water quality facilities and/or control structures. Plans will show such locations relative to other existing and proposed infrastructure.

### **Grading / Cross Sections**

The URS Team will prepare conceptual profiles and cross sections, for up to four separate alternatives, along the track and runningway alignments, roadways, significant bicycle paths and pedestrian paths proposed for the site. For this conceptual design, the cross sections shall be cut at 100-foot intervals and will be annotated with the proposed slope of the final grade and proposed reference line elevation. Multiple proposed layers shall not be included in the cross sections but will be considered when calculating the earthwork volumes.

Conceptual grading plans, for up to four separate alternatives, will be prepared for the site that will incorporate the aforementioned modeled linear features into the overall site plan in addition to the overall grading. These grading plans will include approximate slope intercepts, proposed one-foot interval contours, proposed spot elevations, and proposed grades, as necessary to convey the grading concept. Cut and fill volumes, with a summary of the balance will be prepared for the site.

### **Utilities**

In addition to the utility efforts in previous tasks, we will identify potential major existing and proposed utilities within and immediately adjacent to the site. The locations will be obtained by field survey and supplemented with system mapping obtained from the utility companies.



## Scope of Services

The URS Team will complete a conceptual design of impacted and proposed sanitary sewer and water lines. This design shall be limited to horizontal layout in plan view. Vertical design shall be limited to rough slope and grade calculations and identification of significant conflicts to verify the feasibility of the relocated utilities. We will also identify required improvements to existing gas, power, and communications utilities and the agencies or companies responsible for constructing these facilities. Applicable standards and criteria will be referenced.

We will prepare an existing utility map for use during the engineering phase of the project. This existing map will show existing utility locations obtained in the above paragraph from field survey and system mapping obtained from the utilities.

### Deliverables:

- Preliminary Plans and Drainage Report
- Conceptual Hydrological Basin Analysis
- Preliminary Utility Plans and Report

### **Task 3.11 Trackwork/Running Way Design**

To support the EA process, The URS Team will develop conceptual level plans for various options proposed for the Union Depot site. The plans will evaluate existing conditions and develop designs to best fit the project needs while maintaining the project scope and understanding. To facilitate the design, the URS Team will develop plans and cross-sections to show the relationship between the various modes and the site to better understand the impacts and mitigations approved for advancement. The conceptual designs will use design criteria and guidelines from various institutions, including Metro Transit (e.g., bus facilities and Hiawatha LRT), Mn/DOT, AREMA, and FHWA. As a start, the concept designs will also reflect the transit facility program defined in recent studies for the Union Depot.

The URS Team will:

- Develop horizontal and vertical alignments for the transportation modes defined in this first phase of the Union Depot's transit program
- Develop cross sections for the Phase I transportation modes
- Develop locations for storage tracks
- Develop conceptual track structures
- Develop conceptual special trackwork needs
- Develop conceptual track charts.

The URS Team will draw on experience working on the EA/Conceptual-level work related to the Central Corridor specifically in the area of downtown Saint Paul and early concept designs for the North Star Commuter and Hiawatha LRT. These efforts required constant communication with the Ramsey County, Metro Transit, City of Saint Paul, and Mn/DOT. We will also draw on our transit design experience nationwide to develop concepts that would facilitate the Union Depot's return as a major multimodal transit facility in the Twin Cities. Additionally, the URS Team includes DPLSolutions' Ms. Jolene Molitoris, who will lead the railroad coordination portion of this project. Ms. Molitoris is a former Federal Railroad Administrator, appointed by former President Bill Clinton.

### Deliverables:

- Trackwork and running way deliverables will include the following:
  - Typical sections
  - Track alignment plans (non-mathematized alignment)
  - Track Charts

## Scope of Services

- Plan and profile - horizontal scale 1-inch = 100-feet and vertical scale 1-inch = 10-feet.

### Task 3.12 Cost Estimating

As part of the concept engineering work, preliminary development cost estimates will be prepared for each of the alternatives included in the EA. Such cost estimates will include the full anticipated cost including permits, construction quantities, and cost of all improvements, design, construction supervision, administration, and contingencies. The cost estimates will be prepared to conform to standard cost categories and will be suitable for use in the projects financial plan.

The URS Team will use a three-tiered approach for the cost estimate:

- **Tier 1** - A comparative cost analysis between the various options and similar projects to determine the economic benefit of each option.
- **Tier 2** - A more detailed estimate for the desired option that is quantifiable and represents a more accurate cost estimate and approved contingencies.
- **Tier 3** - Translating to FTA's new Standard Cost Categories, as follows:

- 10 Guideway and Track Elements
- 20 Stations, Stops, Terminals, Intermodals
- 30 Support Facilities: Yards, Shops, Administration Buildings
- 40 Sitework and Special Conditions
- 50 Systems
- 60 Right-of-way, Land, Existing Improvements
- 80 Professional Services
- 90 Unallocated Contingency
- 100 Finance Charges

#### Deliverables:

- Capital cost estimate conforming to FTA standard cost categories and suitable for inclusion in the Financial Plan

## TASK 4 FINANCIAL ANALYSIS

### Background and Approach

The financial plan will include three basic sections: (1) a capital funding plan; (2) an operating funding plan; and (3) an integrated cash flow projection and simulation, combining sources and uses for both capital and operating needs. The plan will be based on reasonable and defensible estimates of project costs, revenues, and related economic and financial market factors.

Peer-reviewed, multi-step estimating processes are used for cost and revenue forecasting. An integrated financial simulation (cash flow) model is then employed to conduct the overall financial capacity assessment and facilitate analysis of alternative cost and revenue scenarios. The model summarizes the financial condition of the project sponsors on an annual basis. Interim results of the cash flow analysis can be evaluated to identify a preferred financing plan or strategy.

The URS Team will work closely with the RCRRA to provide technical support for their efforts to secure local funding for the proposed Union Depot project. Our financial planners are skilled at working with officials at all levels of government to determine what funding sources are potentially available, and how they might be secured to maximize



## Scope of Services

the project's attractiveness. These can potentially include local dedicated and discretionary revenue streams, as well as state capital and operating support.

### **Task 4.1      Scope and Methodology**

The objective of the financial analyses will be to document the financial capability of the project sponsors to fund, construct, and operate the project through a review of capital and operations and maintenance cost estimates, review of local and state funding projections, and an analysis of relevant cash flows to determine year-by-year feasibility. The scope this task will include the following activities:

- Review, validate, and/or adjust cost and revenue assumptions;
- Develop cost and revenue estimation models;
- Coordinate with participating agencies to assemble and integrate agency-level financial plans;
- Define integrated financial simulation (cashflow) model;
- Complete the financial plan template for New Starts submittal; and
- Prepare a task report.

As requested, the URS Team will prepare a scope and methodology report that will detail all assumptions and approaches to be used in developing the Funding Plan. This memorandum will include an assessment of available financial data, both operating and capital expenditures, as well as future revenue sources. It will also include assumptions to be used in developing the plan, as well as forecasting methodologies proposed for projecting future costs and revenues associated with the project.

#### Deliverable:

- Methodology Technical Memorandum

### **Task 4.2      Data Collection**

Immediately following approval of the technical methodology identified in Task 4.1, the following activities will occur:

- Compile and review relevant reports and other data
- Identify existing and potential new funding sources
- Prepare revenue forecasts.

The URS Team will meet with the RCRRA and other affected agencies to discuss existing financial conditions and any existing financial plans regarding the Union Depot project. We will also review existing cost and revenue models and identify initial financing scenarios to be explored. Following the initial meeting(s) and review of available analysis, a master list of data and questions will be prepared and sent to specific agencies and people having access to required information.

#### Deliverable:

- Data Availability and Collection Technical Memorandum

### **Task 4.3      Capital Plan**

The URS Team will prepare a capital funding plan for the project. This task will include the following activities:

- Review and evaluate project capital costs and schedules
- Define and refine one or more capital funding strategies
- Prepare or update capital fund revenue forecasts
- Document agency-level long range capital plans.

## Scope of Services

Work will begin with a review of any estimates prepared in the past by RCRRA or others, with attention focused on describing the cost estimation process and derivation of segment costs by major cost category. Funding needs by cost category will be scheduled to determine annual cash flow requirements to be met with revenue from sources identified in Task 2. The URS Team will prepare both a project-level and agency-level capital sources and uses forecast to demonstrate the sponsors' abilities to meeting all identified funding requirements.

In capital cost estimating, physical quantities are estimated for logical elements and segments. Unit costs are based on actual local experience and then applied to each cost item. Finally, constant dollar estimates (e.g., 2007) are escalated to year-of-expenditure (YOE) dollars based on an anticipated drawdown schedules and inflation. Capital costs associated with all project elements, as well as all relevant capital projects identified in the No Action Alternative, will be provided for review.

### Deliverables:

- Capital Cost Technical Memorandum
- Draft Capital Plan, for internal review
- Draft Capital Plan, for interagency review

### **Task 4.4      Operating Plan**

The URS Team will employ a multi-step process to estimate annual operating and maintenance costs methodology that specifies productivity measures and unit costs used for key activities, positions, and other cost items (e.g., revenue hours per full-time operator, fuel, or power consumption rates). The team's operations and maintenance cost model also specifies and aggregates costs by NTD standard accounts.

For existing services, the cost model will be developed by obtaining actual costs for several prior years. Staffing levels will be generated, and an analysis of the reasonableness of the estimates with respect to measures of effectiveness and labor productivity measures will be completed. For any new services, unit costs will be derived from data provided by other operators with existing, similar services, and from an analysis of existing RCRRA operations designed to identify similar cost items such as operating labor, vehicle maintenance, facilities maintenance, etc.

The URS Team will leave the final operations and maintenance cost model (operating on a Microsoft Access platform) with RCRRA staff for use and adaptation during subsequent project development. We will, of course, be available to support that use when requested.

If useful and appropriate, the URS Team will employ its own operations and maintenance cost estimating framework, originally developed for use by rail and bus service providers in San Diego, California. A copy of the model (operated via Microsoft Access™) can be provided on CD to RCRRA upon request. Selections from the model documentation are provided in this proposal.

The URS Team will prepare both a project-level and agency-level operating forecast and plan. As with Task 4.3, a detailed operating plan will be initially documented in a memorandum for review and comment. A final version of the plan will be incorporated as a chapter in the final financial plan document (Task 4.6).

In addition, we will employ to an integrated financial simulation (cash flow) model to conduct the overall financial capacity assessment, but – perhaps even more important – to allow for analysis of alternative cost and revenue scenarios. The model summarizes the financial condition of the Union Depot project on a year by year basis throughout the analysis period, and includes the following components:

## Scope of Services

- Operating Revenues and Expenses
- Capital Outlays
- Supplementary funding (capital and operating)
- Debt Financing Scenarios (as required)

Interim results of the cash flow analysis will be evaluated to identify a preferred financing plan or strategy. The results of the financial capacity analysis will be documented in the Financial Plan report (Task 4.6)

### Deliverables:

- Operating and Maintenance Cost Technical Memorandum
- Draft Operating Plan, for internal review
- Draft Operating Plan, for interagency review
- Cash Flow Simulation Model (Microsoft Excel™ Spreadsheet)
- Summary of Simulations and Results Technical Memorandum

### **Task 4.5 Risk Assessment**

The URS Team will conduct a risk assessment of the various financial scenarios developed in Task 4.4, quantifying the degree of uncertainty surrounding each key estimate and assumption, and testing the sensitivity of final results to changes in these key values.

Specific risk factors evaluated may include, but not be limited to:

- Capital cost quantities
- Capital unit costs
- Capital cost inflation
- Operations and maintenance service quantities
- Operations and maintenance unit costs
- Operations and maintenance cost inflation
- Revenue yields (by source)
- Project implementation schedule
- Debt financing costs (if applicable)

As requested, the risk assessment will provide RCRRA and its project funding partners with a description of relative risks associated with these factors and present approaches to minimize those risks.

### Deliverable:

- Risk Assessment Technical Memorandum

### **Task 4.6 Funding Plan**

Simultaneous with development of project alternatives, we will work with the RCRRA to formulate one or two funding scenarios to cover system capital and operating needs through the planning horizon (20 years). Attention will be focused on revenue sources other than federal funding support (assumed based on current federal policy). Local and state revenue forecasts will be reviewed and updated as necessary.

The results of the financial capacity analysis will be documented in a Financial Plan Report for the Union Depot project. Subsequently, these results will be summarized for inclusion in environmental documents and also New Starts funding application templates.

## Scope of Services

The URS Team will prepare a draft report summarizing the methodology, assumptions, results, and conclusions obtained while preparing the financial plan and capability assessment. The report will include a description of model functionality, input data, assumptions, as well as revenue, capital, and operating expenses projections. The financial plan will seek to demonstrate that the sponsoring agencies have adequate resources to complete the project as planned, and to continue to operate their existing transit services as well.

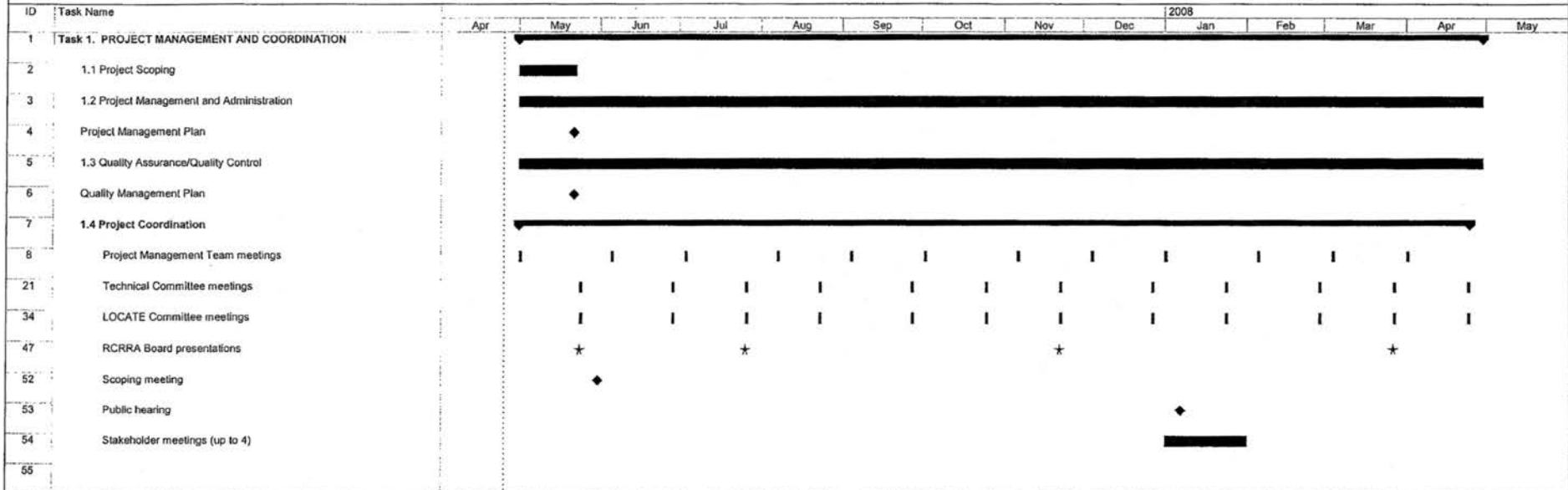
The URS Team will assist, as required, in compiling an appendix of supporting documentation by gathering additional supporting documentation required by the financial plan. After receipt of comments on the draft document, we will prepare a final document in suitable hard copy and electronic format.

As requested, the URS Team will work closely with RCRRA staff to provide technical support for their efforts to secure local funding for the Union Depot project. Our financial planners are skilled at working with officials at all levels of government to determine what funding sources are potentially available, and how they might be secured to maximize the project's attractiveness. These can potentially include local dedicated and discretionary revenue streams, as well as state capital and operating support.

### Deliverables:

- Draft Funding Plan, for internal review
- Draft Funding Plan, for interagency review
- Draft Funding Plan, for public comment
- Final Funding Plan

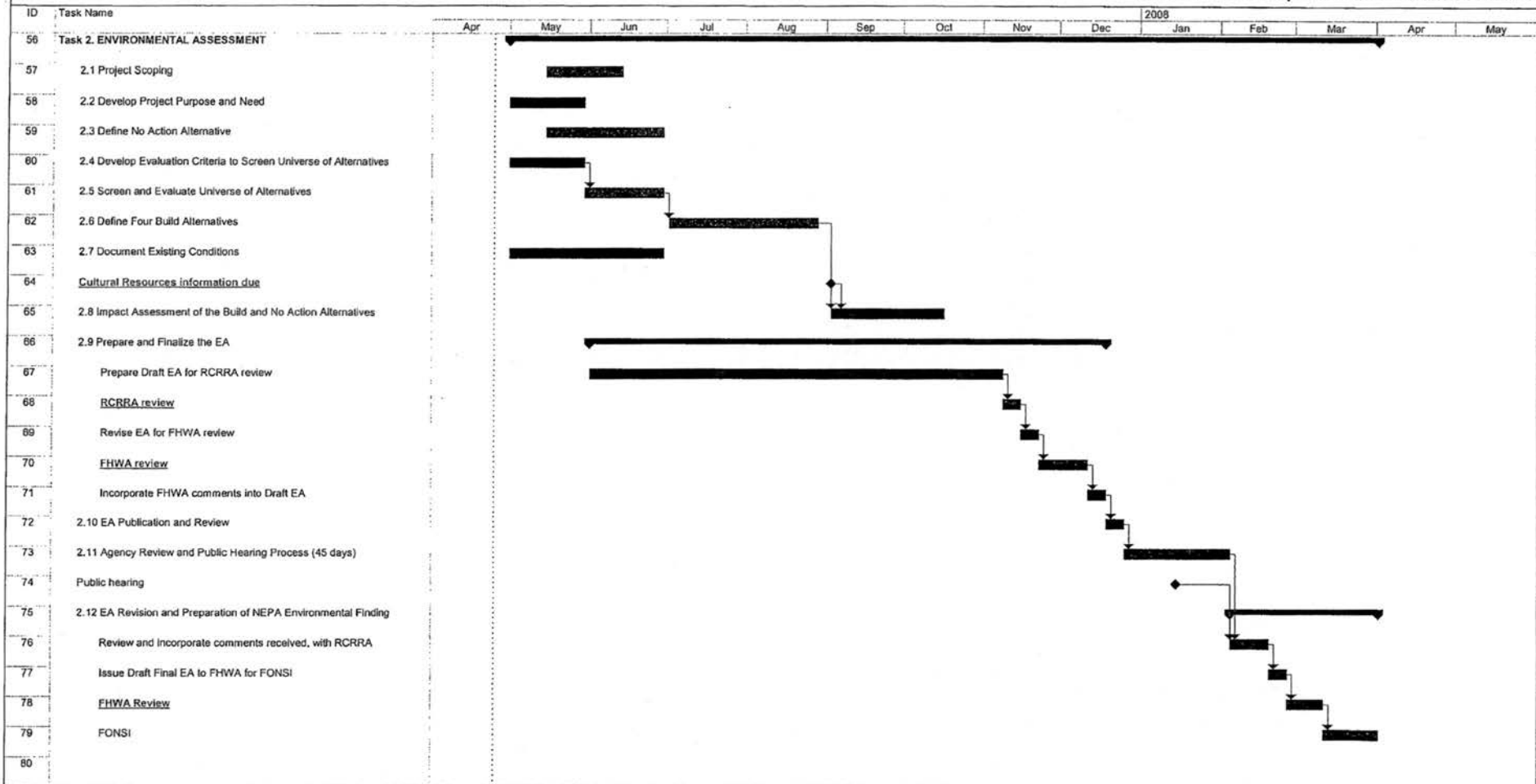
**PROPOSED PROJECT SCHEDULE**  
**ENVIRONMENTAL ASSESSMENT AND CONCEPTUAL ENGINEERING**  
**Saint Paul Union Depot Multimodal Transit Terminal**



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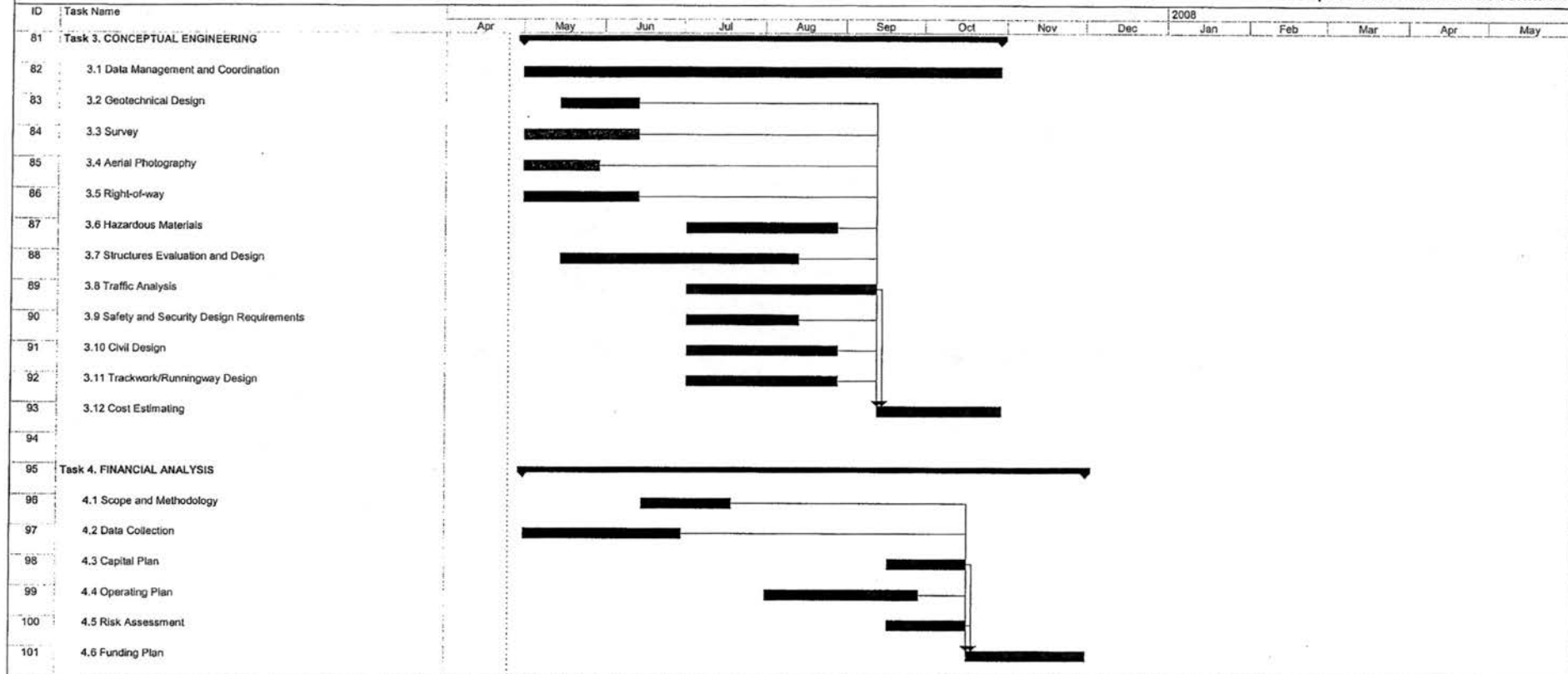


**PROPOSED PROJECT SCHEDULE**  
**ENVIRONMENTAL ASSESSMENT AND CONCEPTUAL ENGINEERING**  
**Saint Paul Union Depot Multimodal Transit Terminal**



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**PROPOSED PROJECT SCHEDULE**  
**ENVIRONMENTAL ASSESSMENT AND CONCEPTUAL ENGINEERING**  
**Saint Paul Union Depot Multimodal Transit Terminal**



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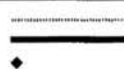
**PROPOSED PROJECT SCHEDULE**  
**ENVIRONMENTAL ASSESSMENT AND CONCEPTUAL ENGINEERING**  
**Saint Paul Union Depot Multimodal Transit Terminal**

Project: Union Depot Project Schedule  
 Date: Wed 4/25/07

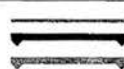
Critical  
 Critical Split  
 Task



Split  
 Progress  
 Milestone



Slippage  
 Summary  
 Project Summary



Rolled Up Critical  
 Rolled Up Critical Split  
 External Tasks



External Milestone  
 Deadline



September 25, 2006

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

04/25/07  
Date

Board Action Requested

Central Corridor Development Strategy.

**DISCUSSION ONLY**

**Request Justification**

City of St. Paul staff will conduct a presentation on the Central Corridor Development Strategy at the May 1, 2007 meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 1 2007  
Board Date

Angelique Taylor  
Signature

4/26/07  
Date

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

04/25/07  
Date

### Board Action Requested

Communications plan.

**DISCUSSION ONLY**

### Request Justification

Art Coulson and Sarah Penman will discuss the communications plan at the May 1, 2007 meeting.

Budgeting and Accounting

County Attorney

Risk Management

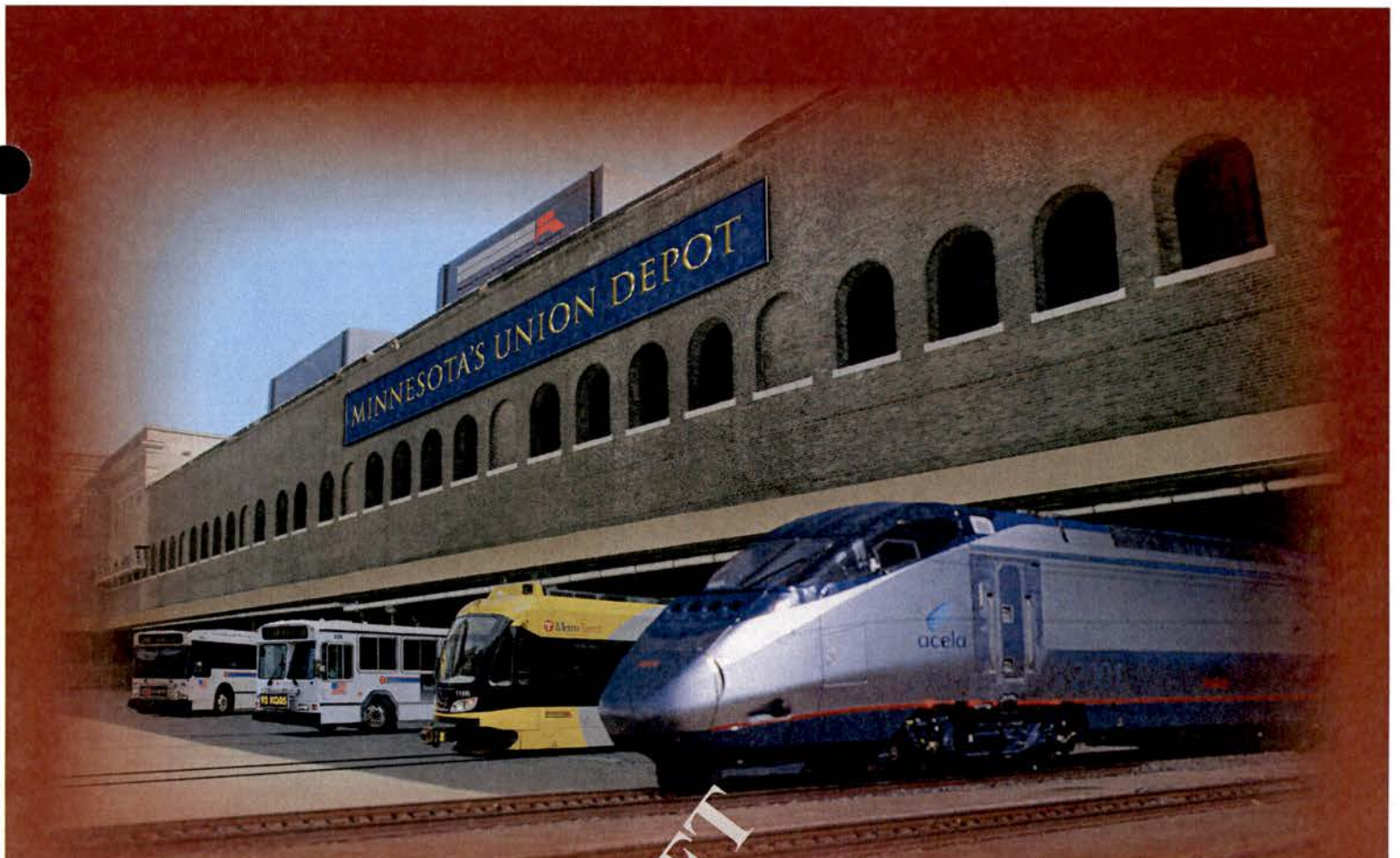
Documentation certified complete for:

May 1 2007  
Board Date

Angelique Taylor  
Signature

4/26/07  
Date





DRAFT

Ramsey County Regional Railroad Authority

*Public Engagement & Communications Strategic Plan*

June 2007





# Public Involvement Plan

## Introduction

The Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations. RCRRA is shaping the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. In cooperation with other agencies, RCRRA is responding to the changing transit needs of the County's citizens by planning integrated transportation services and developing a comprehensive regional system.

The Rail Authority's public engagement and communications strategy is based on these principles:

- ➔ True public engagement, not mere involvement.
- ➔ The Rail Authority staff is committed to listening to the public it serves, sharing information as it becomes available and providing the tools that will help the public become empowered, allowing them to participate in projects to the extent they choose.
- ➔ We believe that it is essential for members of the public to have a voice in projects that affect them *before* key decisions are made, so that by their engagement, projects are completed in a way that will bring the public we serve maximum benefit.

## RCRRA Projects

The Ramsey County Regional Railroad Authority is actively involved in planning and implementing many mass transit projects designed to better serve the citizens and businesses of Ramsey County. The Rail Authority is committed to flexibility in its planning efforts and ready to add new projects as they arise. Among the projects currently in the planning stages:

### CENTRAL CORRIDOR

This 11-mile transit way connects downtown St. Paul's Union Depot to downtown Minneapolis and the Hiawatha Light Rail Line. Light rail transit has been selected as the mode and the Federal Transit Administration has granted permission to the Metropolitan Council to enter preliminary engineering, a process that will take about two years.

### UNION DEPOT

The Union Depot in St. Paul has been identified as a multi-modal facility where Amtrak, high-speed rail, commuter rail, light rail transit, local and inter-city buses, bicycles and pedestrians

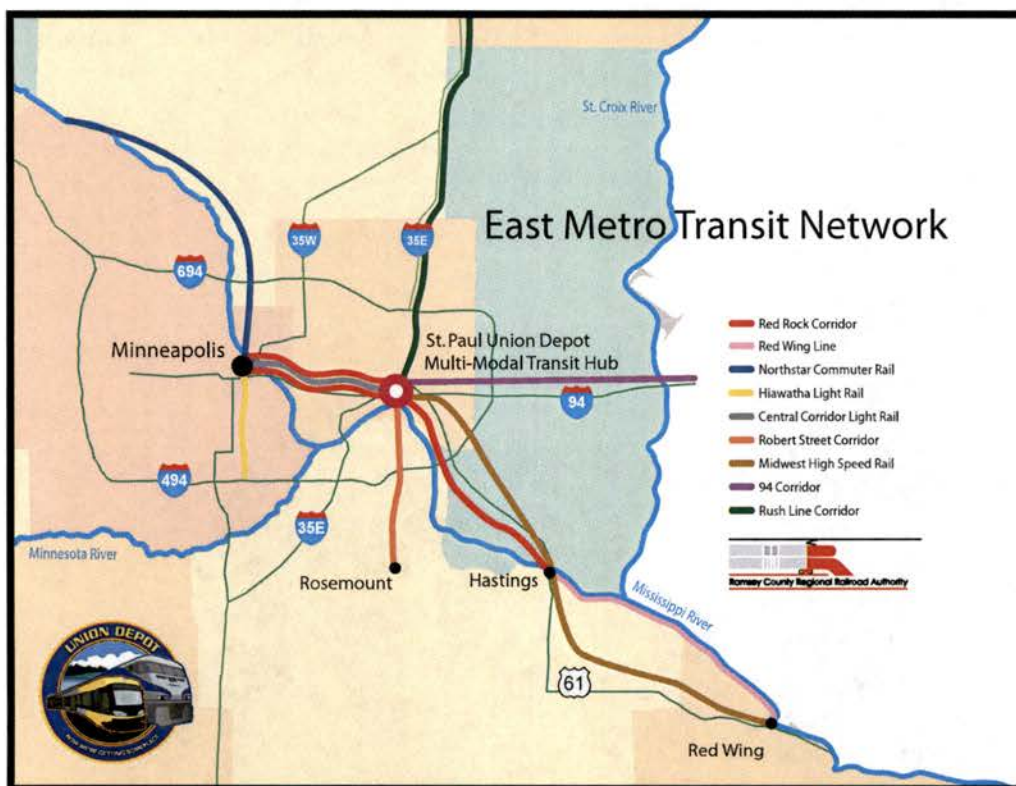
would come together. Property acquisition, coordination with other agencies, and planning and engineering work are the next steps in this project.

### RUSH LINE CORRIDOR

A transit study has been completed identifying interim (within 5 years) and longer-term transit improvements for this 80-mile corridor that extends from downtown St. Paul's Union Depot to Hinckley. An alternatives analysis study of the transit corridor will begin in early 2007 and take about 18 months to complete. In line with the project's public outreach goals, meetings with community members and other stakeholders are being held to identify issues, educate the community about the transit alternatives being studied, and engage the public in discussions about the transit options.

### RED ROCK CORRIDOR

This transit project runs from Hastings to downtown Minneapolis, with a stop at St. Paul's Union Depot multi-modal transit hub. A commuter rail feasibility study has been conducted



and the corridor deemed feasible for future analysis. An alternatives analysis has begun on this project, and will examine commuter rail and bus-way in the corridor and will also evaluate different alignments for the corridor.

### NORTHEAST DIAGONAL LAND USE/TRANSIT STUDY

This land-use and transit study concluded that if the communities along the corridor use



moderate or intensive Smart Growth principles in the development of the 15 identified opportunity sites, a 20 to 30 percent increase in transit use could result, increasing the viability of a future transitway/busway.

#### **INTERSTATE 94 CORRIDOR**

Legislators from Washington County have expressed an interest in improved transit service in the Interstate 94 corridor from Union Depot in St. Paul to Hudson, Wisconsin. Other work may be undertaken on TH 36 or TH 5 corridors from Union Depot to Wisconsin.

#### **ROBERT STREET CORRIDOR**

A feasibility study, beginning in early 2007, will assess transit improvements and locations from Union Depot to Rosemount in the Robert Street/Highway 52 corridor bounded by Interstate 35E on the west and the Mississippi River on the east.

#### **MIDWEST HIGH-SPEED RAIL**

High-speed passenger rail service between St. Paul's Union Depot and Chicago, as part of a system serving the upper Midwest, is the focus of a multi-state planning effort. Ramsey County Regional Rail staff is supporting the work being done by this coalition.



## Purpose of the Public Engagement Program

Public engagement in transportation decision-making is integral to the success of RCRRA's mission. Involving the public in transportation planning and development can pose major challenges. Many people perceive transportation plans as too long-term and too abstract. They are skeptical about whether their involvement is worthwhile and if they can truly influence the outcome of a project. However, the benefits of involving the public in a participatory process are manifold. Meaningful public engagement is central to good decision-making, and enhances the agency's ability to implement transportation solutions that improve safety and efficiency, protect natural and human environments, and contribute to the community vision.

Public engagement gives the affected public the opportunity to be involved at every stage of decision-making, including the development and design of the public involvement plan, through defining purpose and need or planning principles, the development of a range of solutions, and the implementation of a particular recommendation. It enables identification of community issues early in the project-development process and taking action on their input produces a considerably more popular and sustainable result.

No two projects are alike; therefore, each approach to RCRRA's public involvement challenges will be unique. By actively seeking input from the public throughout all phases of the various projects, RCRRA seeks to facilitate successful completion of its transit projects and to incorporate that input to maximize the benefit of the system to the region.







## Informing people through outreach and organization

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### STAKEHOLDERS

Stakeholders are individuals and members of organizations affected by the project, including neighborhood and business organizations immediately affected by the project. They can generally be described as property owners, business tenants, homeowners and residents located directly adjacent to the alignment plus those owning or leasing property within a half-mile of the alignment. This group is a component of the general public but with a higher degree of need for information and opportunity to provide input because of their proximity to the project.

### GENERAL PUBLIC

This group is all-encompassing, including all individuals in Ramsey County. It includes individuals more indirectly affected by the project than stakeholders, for example someone who might live outside the immediate project alignment but either drives through the corridor and/or plans to use transit projects in the future, and groups with a general interest in the project.

Due to its size and diversity, the general public is typically the most difficult group to engage. As RCRRA is developing a comprehensive regional system involving multiple projects and agencies, public involvement activities have been designed to reach the public and stakeholders within the region.

Some members of this group will also be members of the stakeholders group and vice versa.

### PEOPLE WHO ARE UNDERSERVED BY TRANSPORTATION

People underserved by transportation often do not participate in decision-making. However,



they have greater difficulty getting to jobs, schools, recreation, and shopping than the population at large. Underserved people include those with cultural, racial or ethnic characteristics. Cultural differences sometimes hamper full participation in transportation planning and development. People with disabilities find access to transportation more difficult and therefore their ability to participate is constrained. Low-income people may lack access and time to participate. These groups are a rich source of ideas that can improve transportation services for themselves and the entire community.

RCRRA is committed to ensuring that every effort is made to engage these groups in the planning and decision-making process.

### **MINORITY, DISADVANTAGED, DISABLED AND LOW-INCOME GROUPS**

Individuals from minority and ethnic groups, and low-income households, women, children, and disabled people often find participation difficult and are also traditionally underserved by transportation. While these groups form a growing portion of the population, particularly in urban areas, historically they have experienced barriers to participation in the public-decision-making process and are therefore underrepresented. These barriers arise both from the nature of the system and from cultural, linguistic and economic differences.

Language differences are only the most immediate hurdle to overcome in order to work effectively with various cultural groups. Economic barriers such as the costs of childcare or transportation to meetings also hinder participation. More important, understanding and accommodating the deeper psychological and cultural differences — such as the various ways people interact with one another to make decisions, or their belief in their own power to do so — is the major challenge of getting people to work together successfully toward common goals. In some cultures, it is considered improper to disagree with authority. In other cultures, the elders must be approached respectfully and they facilitate access to the community. In some groups, speaking up is interpreted as “making trouble.” In communities where there is reluctance to disagree or criticize, opinions might only be expressed after prolonged consideration or in very indirect ways.

Through thoughtful consultation with minority, ethnic, disabled and low-income people, RCRRA seeks to identify specific barriers to participation and find effective ways to overcome them.

The Public Involvement Plan will incorporate guidelines established by current federal statutes and is built on the following principles:

- ➔ Provide adequate opportunities for public involvement and time for public review and comment.
- ➔ Seek out those traditionally underserved by existing transportation systems to ensure their involvement in decision-making, and help prevent adverse impacts on these communities. Traditionally underserved populations include but are not limited to, low income and minority households, immigrant and ethnic communities, Americans with Disabilities Act (ADA) populations, and Native Americans.
- ➔ Provide access to technical and policy information.
- ➔ Demonstrate consideration and response to public input obtained.
- ➔ Link public involvement activities to project milestones, technical activities and decision-making.

- ➔ Review the effectiveness of the public involvement program to ensure full and open access is being provided to all who are interested or who could be interested in the project. Plan updates will be based on information gathered and lessons learned throughout the project.
- ➔ Provide information to partner agencies and individuals in a timely manner.



## Goals and Objectives of the Public Engagement Program

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This Public Engagement Plan was developed based on issues identified and public input received from the Central Corridor DEIS hearing processes, and from large-group and one-on-one meetings with stakeholders.

The goals of the plan and the objectives for meeting those goals are as follows:

### DEVELOP PUBLIC UNDERSTANDING OF THE PROJECT

#### OBJECTIVES:

1. Engage the public through one-on-one meetings, community meetings, public workshops, web site, exhibits, attendance at community events, and other techniques.
2. Develop public information materials in multiple languages, as applicable, including Hmong, Vietnamese, Khmer, Somali, Oromo and Spanish.
3. Solicit feedback through activity comment cards, question and answer periods, and



informal interviews.

4. Provide opportunities for early and continuing public participation in the decision-making process and encourage participation.
5. Maintain and regularly update the comprehensive list of stakeholders developed in earlier phases of the project. Use experience and best practice public involvement methods to determine the most effective method of communication/participation for each.
6. Provide timely and regular notice of public involvement activities and Project developments.
7. Provide timely responses to stakeholder inquiries.
8. Coordinate and attend meetings of transit task forces and committees representing a variety of interest groups, businesses, and neighborhoods to provide ongoing input through final design and construction.

## DEVELOP AND MAINTAIN ACCOUNTABILITY, CREDIBILITY AND ACCESSIBILITY OF THE PROJECT TEAM

### OBJECTIVES:

1. Actively pursue speaking engagements with stakeholder groups.
2. Provide regular opportunities for information exchange.
3. Prepare public involvement summary reports for distribution to transit project managers and agency staff.
4. Implement documentation and response process to include "action taken" feedback on specific comments from the public.

## OBTAIN INPUT FROM A BROAD RANGE OF CITIZENRY

### OBJECTIVES:

1. Utilize non-traditional methods of soliciting participation and input.
2. Regularly monitor participation and evaluate for range of citizen representation.
3. Present information in a manner that overcomes potential language, economic or cultural barriers and use media that reach beyond the mainstream.
4. Anticipate and provide for the needs of people with varying physical abilities.

## MAXIMIZE THE POTENTIAL FOR INFORMED MEDIA COVERAGE

### COMMUNICATIONS OBJECTIVES:

1. Regularly brief publication editors/reporters on project plans, status and milestones.
2. Prepare press releases, and other materials for distribution to the media.
3. Respond to media inquiries in a timely, consistent manner.
4. Actively pursue speaking engagements.

## SOLICIT AND INCORPORATE PUBLIC INPUT ON SPECIFIC TECHNICAL ISSUES

### OBJECTIVES:

1. Work with stakeholders along the corridors to get input on station design and public art.
2. Keep the public informed of specific project milestones, solicit input on outstanding issues, identify and solicit input on other issues and report this information to the project management and design teams.

## Structure of the Program

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The structure of the public engagement plan has been designed to encourage public input and comment and provide opportunities for meaningful, two-way communication between RCRRA and the public.

The first step in the process was to identify stakeholders. The next step was to establish relationships with stakeholders and request input into the public information plan.

Stakeholders include individuals and members of organizations affected by the project, including neighborhood groups and organizations, District Councils, residents, business and property owners, ethnic and cultural groups, immigrant organizations, non-profit and business organizations.



## Channels for Outreach and Communications

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### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY WEB SITE

The web site is currently being redesigned. All content has been upgraded, re-written and re-organized to make it more usable and useful for the public we serve.

### DISPLAYS

- ➔ Ramsey County Regional Railroad Authority has standing displays of the Rush Line Corridor, Union Depot Multi-Modal Hub and the Central Corridor LRT project that provide summary information and graphics about proposed transit improvements. These displays, which are regularly updated with current information, are designed to provide introductory information to members of the general public.
- ➔ The displays were used at the RCRRA Open House at the State Capitol in conjunction with Congressman Oberstar's speech in March 2007. They have also been used during tours of the Union Depot concourse, and other community events, including the Minnesota Transportation Museum's 100-year anniversary event and various RCRRA sponsored open houses along the Rush Line Corridor.

### FACT SHEETS

The following fact sheets have been created to share on the web site and at community outreach meetings:

- ➔ A general Central Corridor project overview fact sheet, which has been translated into Hmong, Khmer, Somali, Spanish, and Vietnamese.
- ➔ A Corridor Update fact sheet highlighting regional transit projects including Central Corridor, Union Depot, Rush Line, Metro East, Red Rock, Robert Street, Northstar, Cambridge, Southwest, Cedar Avenue and Northwest Corridor.
- ➔ State and federal versions of a Rush Line Corridor fact sheet.
- ➔ State and federal versions of a Union Depot fact sheet detailing the history of Union Depot as a transit hub and the next steps in the process of acquisition, planning, engineering and construction.

### POWERPOINT PRESENTATION

An updated presentation about the Central Corridor LRT Project has been created and translated into various languages, including Hmong, Khmer, Somali, Spanish and Vietnamese. It includes:

- ➔ An overview of the project.
- ➔ A video of a light rail transit simulation along the corridor. This simulation has been extremely effective in helping audiences visualize what the project will look like.
- ➔ Next steps in the planning process.
- ➔ How people can become involved.



## **PLAN IMPLEMENTATION**

Through a series of activities and events from May 2006 through present RCRRA has continued to raise awareness of the Central Corridor LRT Project. Community outreach informational meetings have been planned and held with hundreds of key individuals and organizations in the Central Corridor. These activities are ongoing.

## **CONTINUE DELIVERING INFORMATION THROUGH COMMUNITY GROUPS**

While there are individuals and organizations with varying degrees of knowledge about the Central Corridor project, there is still a need to provide information through overall project fact sheets, and presentations about the project.

## **CONTINUE TO ACKNOWLEDGE REAL ISSUES EMERGING FROM COMMUNITY**

The project has entered the preliminary engineering phase and design-related questions are beginning to emerge from the community.

RCRRA is reassuring stakeholders that their questions will be answered and their concerns will be heard. Community members are being directed to attend Metropolitan Council sponsored meetings such as the Community Advisory Committee, Business Advisory Committee and Central Corridor Management Committee and/or the District Councils' Collaborative.

Community members are concerned about the timeline and when and how decisions will be made. Other concerns include the impact of the project on affordable housing, property tax values, senior housing, and how to maintain cultural diversity along the corridor.

## **FOCUS ON BUILDING LONG-TERM RELATIONSHIPS IN THE COMMUNITY**

Many questions are still being raised and RCRRA is working to build long-term relationships with its stakeholders. This is being accomplished by meeting with stakeholder leaders to gain a deeper understanding of their goals and concerns while sharing information about how they can get involved.





# Project-Specific Plans



## Central Corridor

In the past year, the Communications Office has been heavily involved in public engagement along the Central Corridor. The Metropolitan Council is the lead agency in the Central Corridor project, partnering with Ramsey County, the City of St. Paul, the City of Minneapolis, Hennepin County, the state of Minnesota and the Federal Transit Administration. Ramsey County remains committed to engaging affected communities in transportation decision-making by implementing a comprehensive public involvement strategy to ensure that communities and businesses along the Central Corridor have input into the project on an ongoing basis.

The purpose of RCRRA's public engagement program is to actively seek input from the public throughout the design phases of the project, to keep the public informed of project developments, and to share the information gathered with policy-makers. During the construction phase of the project, the purpose of the program is to work closely with stakeholders along the light rail alignment to keep them apprised of the construction schedule and progress and ensure that their



issues and concerns are addressed by project and contractor staff.

#### OBJECTIVES:

- ➔ Generate meaningful, documented public participation in the planning and design processes.
- ➔ Maintain and expand understanding of the goals and timelines of the Central Corridor Transit Project among stakeholders, opinion leaders, and affected communities.
- ➔ Create communications channels to connect the design team and RCRRA with stakeholders in the communities to be served.
- ➔ Ensure that the public we serve, opinion leaders, influential people, and others who will play a significant role in the project's success understand the purpose of, need for, and issues involved in developing a transit solution for the Central Corridor.

In line with the project's public outreach goals, meetings with community members, groups and other stakeholders are being held to educate the community about the project, and engage the public in discussions to identify issues and concerns. These efforts include creating specific plans and strategies to reach out to communities and groups that do not traditionally become involved in transit decision-making including diverse minority groups such as Southeast Asian communities, African American communities, African communities, senior citizen groups, and low income-groups.

Community outreach efforts have included:

- ➔ Individual meetings with leaders of diverse community groups to establish relationships with community members and listen to their concerns and ideas.
- ➔ Informational presentations to community groups, community councils, ethnic business associations, cultural groups, residents' councils of public housing developments, and attendance at various cultural gatherings — for example, Hmong Soccer, Rondo Days, Hmong Resource Fair and Diversity celebration at Ravoux Public Housing Hi-Rise.
- ➔ Working with established groups along the corridor to engage residents. For example, organizing a series of tours to the Hiawatha LRT for low-income residents in partnership with Aurora St. Anthony CDC.
- ➔ Identification of additional opportunities for outreach activities.

Members of the African-American community continue to be concerned that the Central Corridor project does not divide their community in the same way that the Interstate 94 project negatively affected the Rondo neighborhood 40 years ago. Homeowners are extremely concerned that rising property taxes will make their homes unaffordable. Renters fear being forced out of the project area as a result of gentrification. Similarly, small business owners want to minimize negative impacts during construction and due to increases in property taxes.

A coalition of non-profit organizations has formed to investigate how transit development can be leveraged to create living-wage jobs for community members in all stages of transit planning, implementation and day-to-day operations, to increase opportunities for new small businesses to succeed, and to ensure that housing remains affordable for current residents.



## Union Depot

In the comprehensive long-range transit vision laid out by the Ramsey County Regional Rail Authority, many modes of transit will come together at the refurbished Union Depot.

At this regional transit hub, passengers will transfer seamlessly from passenger rail to buses and light rail trains. Commuters and visitors arriving on trains will connect with local transit lines to get to jobs, pro sports and entertainment venues, shopping and restaurants.

Thanks to generous federal funding and far-sighted county investment in the project to date, work on the multi-modal transit center will be ready to begin when the U.S. Postal Service moves its depot mail-sorting operations to Eagan by the end of 2010.

Modes of transit using the hub will include:

- Light Rail
- Regional and Inter-City Buses
- Commuter Rail
- Passenger Rail
- Midwest High-Speed rail
- Bicycles and pedestrians

A communications and outreach plan for the Union Depot is being developed separately with the consultant hired by Ramsey County and will be incorporated here in the final public engagement and strategic communications plan.





## Rush Line

### OBJECTIVE

To engage the public and stakeholders along the 80-mile Rushline Corridor, between St. Paul and Hinckley. Ramsey County Regional Railroad Authority public communications staff will meet with residents, businesses and officials along the route to gather information and to keep them informed about the latest developments during the alternatives analysis and commuter bus studies expected to commence in early 2007. Staff will also provide information to business and residents about how to make comments about the project and participate in the process.

### DELIVERABLES

#### NEWSLETTERS

Two, 4-page, full-color newsletters to be produced by RCRRA staff, in spring and winter 2007.

#### FACT SHEETS

Creation of full-color federal and state fact sheets about the project and study.

#### WEBSITE UPDATES

Regular update of project website, including posting of public meeting notices, fact sheets, FAQs. No redesign anticipated.



#### LIST-SERV

Send out regular updates to subscribers to RCRRA GovDelivery list-serv. Maintain subscriber list for list-serv.

#### UPDATE DATABASE

Work with clerical staff to update database of citizen and business stakeholders, elected officials, residents, businesses and other interested parties.

#### PUBLIC MEETINGS

Informational open houses to be held along the corridor in spring 2007 and near conclusion of study in 2008, a total of eight meetings — two in each county. Suggested sites:

- White Bear Lake, Ramsey County
- Forest Lake, Washington County
- North Branch, Chisago County
- Hinckley, Pine County

#### CREATION OF POWERPOINT PRESENTATIONS

Creation of PowerPoint presentations to impart updated information about the project and the two studies.

#### ADVERTISING DESIGN AND PLACEMENT

Design public meeting advertisements and place them in dailies and community newspapers along the route. Work with agency, depending on budget, to create and place radio ads.

#### PRESS RELEASES/MEDIA RELATIONS

Write and send out press releases to dailies, community newspapers and electronic media along corridor. Help Task Force members place op-ed columns and letters to the editor relating to the project. Follow up with media outlets.

#### MEETINGS WITH STAKEHOLDERS ALONG THE ROUTE

Meetings with elected officials, businesses and citizen stakeholders during study period. Estimated number of meetings over 18 months, based on 15 cities, three counties, one tribal government along Corridor: 20.

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

04/25/07  
Date

Board Action Requested

Director's Report.

DISCUSSION ONLY

Request Justification

Kathryn Fischer will provide a report at the May 1, 2007 meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 1 2007  
Board Date

Angeleine Taylor  
Signature

4/26/07  
Date