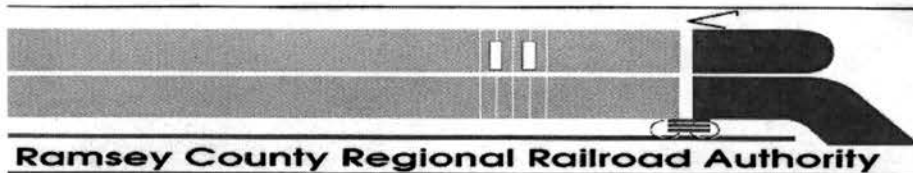




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

November 10, 2009

Immediately following the Housing and Redevelopment Authority Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the November 10, 2009 Board Meeting is presented for approval.

MINUTES of the October 27, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

- 1. Issue a Request for Proposals for an Economic Analysis and Development Potential study for St. Paul Union Depot Multimodal Transit and Transportation Hub**

Board Action Requested:

Authorize the County Manager to issue a Request for Proposals for an Economic Analysis and Development Potential Study of St. Paul Union Depot Multimodal Transit and Transportation Hub, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

- 2. Minnesota Comprehensive Statewide Freight and Passenger Rail Plan Update**

Board Action Requested:

None. For information and discussion only.

- 3. 2010-2011 Ramsey County Regional Railroad Authority Proposed Budgets**

Board Action Requested:

Discussion will occur on the 2010-2011 proposed budgets

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

October 27, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman – 6. Absent: McDonough -1.

Vice-Chair Parker called the meeting to order at 10:45 AM.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the October 27, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes from the October 6, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0.

1. Ratification of Report of Contracts

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0. (R09-43)

WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the County Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Quarterly Report of Contracts for the period of July 1, 2009 through September 30, 2009.

2. Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services.

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0. (R09-44)

WHEREAS, Ramsey County Regional Railroad Authority is developing the Union Depot concourse as a multi-modal transit hub; and

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS Corporation to provide conceptual engineering and environmental assessment services for the Union Depot; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contact amendment with URS Corporation to extend the contract termination date to December 31, 2009 at no increase in contract cost.

(Continued)

3. Approval of a Payment to On Board Midwest

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0. (R09-45)

WHEREAS, The Minnesota High Speed Rail Corridor "River Route" begins at the Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member of the Minnesota High Speed Rail Commission "Commission"; and

WHEREAS, The Commission is allowed to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor along with the associated land use and development impacts; and

WHEREAS, The River Route is also advocated for by On Board Midwest, a coalition of people, businesses, elected officials, and organizations who support the proposed high-speed rail line project connecting St. Paul to Chicago; and

WHEREAS, On Board Midwest has been recruiting supporters and developing public relations materials; and

WHEREAS, Continuation of these activities along the River Route requires additional funding; and

WHEREAS, On Board Midwest is asking its supporters for financial contributions to fund the additional activities; and

WHEREAS, the Ramsey County Regional Railroad Authority, as a supporter, has been asked to contribute \$20,000 to On Board Midwest for continued recruitment and public relations activities. Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves a contribution of \$20,000 to On Board Midwest for its continued recruitment of supporters and public relations activities, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

(Continued)

4. Request Bonding for Union Depot from the 2010 Legislative Session

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker – 6. Nays – 0. (R09-46)

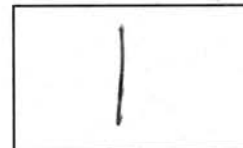
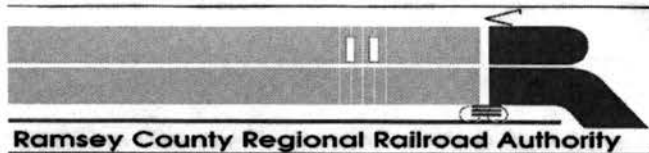
WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the St. Paul Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, Funding and policies that impact transit facilities like St. Paul Union Depot will be discussed in the 2010 state legislative session; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of a state bonding request for Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work.

ADJOURNMENT

There being no further business, Vice-Chair Parker declared the meeting adjourned at 10:47 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 11/10/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for an Economic Analysis and Development Potential study for St. Paul Union Depot Multimodal Transit and Transportation Hub

EXECUTIVE SUMMARY

Background

The Ramsey County Regional Railroad Authority (RCRRA) has identified the completion of the Union Depot Multi-Modal Hub (Depot) as a high priority and has expressed an interest in maximizing its development and economic output potential. In order to accomplish this interest, an Economic Analysis and Development Potential Study needs to be completed. This study will describe the economic environment in which the Depot will operate as a regional multi-modal transit hub and develop specific strategies that optimize future development opportunities within and adjacent to the Depot. The financial success of the Depot will benefit Ramsey County, the State and the Region.

The RCRRA has secured federal funding in the amount of \$170,000 to cover 80% of the cost of the study. The 20% local match of \$42,500 will be provided by RCRRA levy funds in accordance with Resolutions R09-12 approved on April 14, 2009 and R09-32 on September 1, 2009. These resolutions formalized the provision of Red Rock Corridor funds to the RCRRA for the completion of this study along with future studies that impact the Red Rock Corridor and Ramsey County.

RCRRA was assisted by representatives from the City of St. Paul Community Planning and Economic Development division, Metropolitan Council, and the Saint Paul Area Chamber of Commerce in drafting the RFP.

ACTION REQUESTED

Authorize the County Manager to issue a Request for Proposals for an Economic Analysis and Development Potential Study of St. Paul Union Depot Multimodal Transit and Transportation Hub, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

SUBJECT: Issue a Request for Proposals for St. Paul Union Depot Multimodal Transit and Transportation Hub Economic Analysis and Development Potential study

ATTACHMENTS:

1. Request for Proposals for St. Paul Union Depot Multimodal Transit and Transportation Hub Economic Analysis and Development Potential Study
2. RCRRA Resolution R09-12
3. RCRRA Resolution R09-32
4. RRCC Resolution 2009-14
5. RCRRA Resolution R09-39

PREVIOUS ACTION:

RCRRA Resolution R09-12, approved the acceptance of Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provided RRA levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning and to provide up to \$762,500 in levy funds to match federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, the East Metro Railroad Capacity Analysis, East Metro Travel Time Benefit and Coordination of Corridors into Downtown St. Paul studies on April 14, 2009.

RCRRA Resolution R09-32 approved a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study on September 1, 2009.

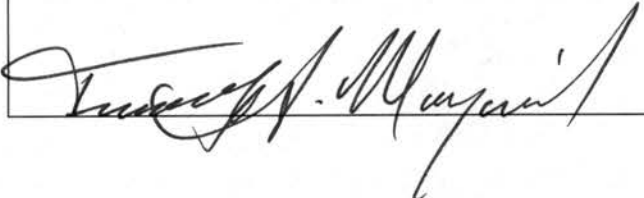
RRCC Resolution 2009-14 on August 27, 2009 authorized the RCRRA to enter into a Grant Agreement with the Metropolitan Council to access 5339 federal funds for the completion of this study.

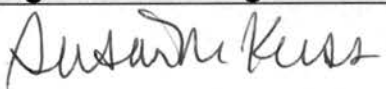
RCRRA Resolution R09-39 approved Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: the Economic Analysis for the Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis on October 6, 2009.

COUNTY MANAGER'S COMMENTS:

Issuing a Request for Proposals is consistent with County Board Policies for a competitive solicitation process.

SUBJECT: Issue a Request for Proposals for St. Paul Union Depot Multimodal Transit and Transportation Hub Economic Analysis and Development Potential study

Regional Railroad Authority – Authorized Signature	Date
	11/4/09

Budgeting & Accounting – Authorized Signature	Date
	11/3/09

County Attorney – Authorized Signature	Date
	11/3/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for St. Paul Union Depot Multimodal Transit and Transportation Hub Economic Analysis and Development Potential study

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 St. Paul Union Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the
3 citizens of Ramsey County; and
4

5 WHEREAS, The Ramsey County Regional Railroad Authority has expressed an interest in
6 examining the economic impact and development potential of the Depot; and
7

8 WHEREAS, the Economic Analysis and Development potential study describe the economic
9 environment in which the Depot will operate as a regional multi-modal transit hub and develop
10 specific strategies that optimize future development opportunities within and adjacent to the Depot,
11 and
12

13 WHEREAS, the Red Rock Corridor Commission in Resolution 2009-14 authorized the
14 Ramsey County Regional Railroad Authority the use of \$170,000 in 5339 federal funds for the
15 completion of this study, and
16

17 WHEREAS, RCRRA approved a Subrecipient Agreement with the Metropolitan Council to
18 access federal 5339 funds from the Federal Transit Administration; and
19

20 WHEREAS, in resolution R09-12, the RCRRA agreed to contribute up to \$42,500 covering
21 the 20% match to federal funds for the completion of this study; and
22

23 WHEREAS, The services of a consultant(s) to complete an economic analysis and
24 development potential study is helpful in assuring Union Depot is an effective and sustainable
25 multimodal hub; Now Therefore Be It
26

27 RESOLVED, that the County Manager is authorized to issue a Request for Proposals for an
28 Economic Analysis and Development Potential study of St. Paul Union Depot Multimodal Transit
29 and Transportation Hub, in a form to be approved by the County Attorney's Office, in accordance
30 with the County Board policies and procedures on issuance of Requests for Proposals and
31 evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a
32 recommendation for selection of a proposer.

REQUEST FOR PROPOSALS (RFP)
ST. PAUL UNION DEPOT MULTIMODAL TRANSIT & TRANSPORTATION HUB
ECONOMIC ANALYSIS AND DEVELOPMENT POTENTIAL STUDY

November 10, 2009

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms for an Economic Analysis and Development Potential Study centered on the development of the St. Paul Union Depot (Depot) Multimodal Transit & Transportation Hub project in downtown St. Paul, Minnesota. In anticipation of the redevelopment of the Depot and the continued expansion of the regional transit system, the RCRRA is embarking on a major planning effort to examine the economic impacts of this regional multi-modal transit hub. The selected firm or team (CONSULTANT) will work closely with RCRRA, the RCRRA Project Manager, and local and regional interests in developing the necessary information to guide development of the project.

The disadvantaged business enterprise (DBE) goal for this project is 15% percent.

Each team must contain a prime proposing firm with an identified person as a single point of responsibility.

A. Project Definition

Ramsey County Regional Railroad Authority is soliciting proposals from qualified firms to carry out an Economic Analysis and Development Potential study (The Project) to identify the economic impacts, including but not limited to development of real estate, creation of jobs, etc. resulting from development of a regional multimodal transit hub at the Union Depot in downtown Saint Paul, Minnesota.

The selected CONSULTANT will work with RCRRA, the RCRRA Project Manager, and other interested groups to complete an economic impact/ market analysis and development potential study for the Depot. The overall objectives of this study are to better understand the economic environment in which the Depot will operate as a regional multi-modal transit hub, and to develop specific strategies that optimize future development opportunities within and adjacent to the Depot.

The selected CONSULTANT is expected to:

1. Complete an economic impact and market analysis of the Depot
2. Evaluate the development potential within the Depot and adjacent RCRRA owned land
3. Provide recommendations to revitalize the Depot in alignment with market realities

B. Geographic Limits

The project site, shown in Attachment A, includes the Union Depot Head House and Concourse and adjacent RCRRA owned land. This area is roughly bounded by Kellogg Boulevard on the

north, Sibley Street on the west, and the Canadian Pacific/Union Pacific railroads on the south and east.

C. Background

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including the Depot in downtown St. Paul.

Completed in 1925, the Depot provided passenger and freight railroad services for both the Twin Cities and the State of Minnesota. During the height of its usage, the Depot served 282 trains and 20,000 passengers daily. The Depot is located along the Mississippi River, in the heart of the capital city, Saint Paul, as well as in a busy downtown area. Union Depot is currently listed in the National Register of Historic Places since 1974.

The RCRRA purchased the Depot's Concourse and adjacent land in 2007 and the Head House in June 2009. The RCRRA released an Environmental Assessment for the Depot in 2009 and is anticipating a Finding of No Significant Impact from the Federal Highway Administration.

RCRRA plans to reestablish the Union Depot as the region's modern multimodal transit hub. The Central Corridor Light Rail will terminate at the Depot in 2014. At final build-out, the Depot will accommodate Amtrak, high speed rail from Chicago, regional commuter and light rail, inter-city and local bus service, as well as pedestrian and bicycle users.

The Red Rock Corridor Commission (RRCC) is a joint powers board consisting of local elected officials from regional railroad authorities and communities along the 30-mile Red Rock Corridor extending from Hastings, through St. Paul, to Minneapolis. The corridor's downtown St. Paul station will be located at Union Depot. The RRCC is anticipated to be a major user of the Depot and is financially contributing to this study. As such, the RRCC will be advised of analysis and findings throughout the study.

The following studies may be beneficial to the completion of this project:

- Union Depot Construction Manager/Design Team Services, study begins late 2009
- Union Depot Environmental Assessment, 2009
- St. Paul Union Depot Analysis, 2003
- Saint Paul Multimodal Terminal Evaluation Study, 2002
- St. Paul Comprehensive Plan, 2009
- St. Paul Downtown Station Area Plan, 2009
- Bruce Vento Regional Trail Master Plan, 2008
- Central Corridor Development Strategy, 2007
- Report of the Diamond Products Taskforce, 2005
- St. Paul Downtown Development Strategy, 2005
- Saint Paul on the Mississippi Development Framework, 1997

D. Project Information Contact

Proposers may not contact department staff or elected officials directly. Noncompliance will disqualify the Proposer. All questions related to the specific project requirements must be submitted in writing to the RFP administrator by 4:00 PM on Wednesday, November 19, 2009 to:

Ruth Richardson
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be submitted via facsimile at (651) 266-8919, or e-mailed to: ruth.richardson@ci.stpaul.mn.us.

Proposers must comply with the provisions of the County's *Evaluation of Proposals: Rules and Guidelines*, attached hereto and made part of this RFP as **Appendix A**. Contract General Terms and Conditions are attached as **Appendix B**.

II. Scope of Services

A. General

1. Project and Governance Structure

The Union Depot (Depot) Multimodal Transit and Transportation Hub Economic Analysis and Development Potential Study contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA) on behalf of the Red Corridor Commission. The CONSULTANT will report to the RCRRA Project Manager and coordinate with established project committees and groups as appropriate.

2. Schedule and Budget

A combination of federal and local funding not to exceed \$212,500 is available to support the RCRRA planning efforts.

The RCRRA intends to have the study completed six months from the date of contract award.

3. Inter-Agency Coordination

While the RCRRA retains the responsibility for overall coordination and contact with the interested agencies and entities including but not limited to City of St. Paul, Metropolitan Council, local interest groups, transit providers, etc., it is recognized that the CONSULTANT will require certain information from these agencies in order to properly complete certain of the Project tasks. All briefing of the agencies, requests for information from the agencies, and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

B. Technical Elements

1. Project Management and Stakeholder Involvement

The CONSULTANT will actively manage the project and support stakeholder involvement activities including the staffing and administering the Technical Analysis Group (TAG). The TAG will be made up of staff from cities, counties, and agencies. Its role will be to assist the RCRRA project manager in guiding consultant work during the course of the study and to provide guidance to the consultants on data sources, agency policies, etc. CONSULTANT will schedule, coordinate, and facilitate the *Roundtable with Real Estate Professionals* found in **Task 3**. CONSULTANT may be required to coordinate tasks with, at minimum, the following stakeholders:

Ramsey County Regional Railroad Authority	St. Paul Port Authority
Ramsey County	Saint Paul Convention and Visitors Bureau
City of St. Paul	Capital River Council
Minnesota Department of Transportation	St. Paul Riverfront Corporation
Metropolitan Council	St. Paul- BOMA
Red Rock Corridor Commission	Metro Transit
St. Paul Area Chamber of Commerce	AMTRAK
Lowertown Development Group	Jefferson Lines
Lowertown Entertainment District	Greyhound
<i>Other entities as required</i>	

Deliverables:

- Regular communication with the RCRRA Project Manager discussing progress or issues arising with the project
- Prepare and submit monthly invoicing
- Attendance, staffing, and administration of the Technical Analysis Group (once a month)
- Attendance, scheduling and coordination of the real estate development roundtable
- Attendance and presentation of project milestones at RCRRA Board meetings, Red Rock Corridor Commission meetings, and other meetings as directed by RCRRA
- Prepare presentation materials for use at meetings, including but not limited to electronic PowerPoint presentations, presentation boards, transparencies, and handouts
- Final reports shall include an executive summary. Produce 25 draft final reports in color and a web-ready version, 50 final reports in color, 50 cd-roms, a reproducible full color version, and a web-ready version

2. Economic and Market Analysis

The following tasks are included to guide the proposing teams in the development of project approaches, schedules, and budgets associated with the development of the Economic Impact and Market Analysis.

Task A: Economic Impact Analysis: In consultation with RCRRA and other stakeholders, as appropriate, the CONSULTANT will conduct an economic impact analysis of current local and regional economic indicators as well as forecast future impact of these indicators generated by the revitalization of St. Paul Union Depot.

Deliverables:

- An Economic Impact Analysis Report identifying the Depot's impact on local and regional economic indicators including, but not limited to, real estate development, property values and rents (commercial, industrial, owned housing, rental apartments, institutional), vacancy and absorption rates, retail spending and employment and income generation
- A supporting technical memorandum identifying recent trends (past 3-5 years) economic conditions including property sales and development
- A supporting technical memorandum detailing the methodology used to complete the economic impact analysis
- A supporting technical memorandum identifying forecasting assumptions

Task B: Market Study: In consultation with RCRRA and other stakeholders, as appropriate, the CONSULTANT will complete a complete a market study for public/private uses located within the Depot and on RCRRA-owned property, identifying all assumptions and approaches used. It will also include assumptions to be used in forecasting possible commercial opportunities at the Depot. As part of the Market Study, CONSULTANT is expected to perform case studies of relevant multimodal stations and transit-oriented development projects, both nationally and internationally. The first case study should identify transit supportive businesses and uses, and best-practices in maximizing revenue within multimodal hubs. A subsequent case study of relevant transit-oriented development projects should be completed to assist in the completion of a market study for RCRRA's owned properties east of the Depot.

Deliverables:

- A case study identifying complimentary business and, as well as financial best-practices at relevant national/international multimodal hubs
- A case study of relevant transit oriented projects
- A technical memorandum identifying the market demands for transit supportive uses located within the Depot
- A technical memorandum identifying the market demands for transit-oriented development on adjacent RCRRA-owned properties
- A technical memorandum identifying forecasting assumptions

3. Development Potential Assessment

The following is included to guide the proposing teams in the development of project approaches, schedules, and budgets associated with development of the Development Potential Assessment.

Based on the results of the **Economic and Market Analysis**, CONSULTANT will commence an analysis of potential development alternatives for the Depot and RCRRA owned land. CONSULTANT should consider numerous scenarios based on feasibility and future revenue generation of the Depot and adjacently RCRRA- owned property. The development potential assessment should also include the fiscal impact of development scenarios on Ramsey County.

To assist in formulation of development alternatives, the CONSULTANT is expected to schedule, coordinate, and facilitate an informational *Roundtable with Real Estate Professionals*. The roundtable will discuss innovative multi-modal mixed-use and transit-oriented developments including a focus on public-private partnerships, best practices and lessons learned.

Deliverables:

- Prepare summary report of roundtable comments, concerns, and recommendations
- A technical memorandum should include identification of development alternatives, a feasibility analysis of the development alternatives, and analysis of fiscal impacts
- Schematic drawings, maps, and/or diagrams showing short-and long-term development scenarios within the Depot
- Schematic drawings, maps, and/or diagrams showing short-and long-term development scenarios and project phasing on adjacent RCRRA owned properties

4. Recommendations

Upon completion of **Tasks 2 and 3**, CONSULTANT will provide 1 or 2 recommendation(s) for development alternatives to revitalize the Depot. The recommendation(s) should provide short- and long-term implementation strategies and discuss the appropriate phasing of potential uses/tenants in order for the RCRRA to create a vibrant and sustainable multimodal hub.

Deliverables:

- A final technical memorandum containing the 1-2 recommendations, and a description short- and long-term implementation strategies and project phasing

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	November 10, 2009
Pre-Proposers Conference (9:00am)	November 17, 2009
Written Questions Received (4:00pm)	November 19, 2009
Response to Questions Released (4:00pm)	November 25, 2009
Proposals Due (2:00pm)	December 9, 2009
Proposal Review & Oral Interviews (if necessary)	December 10- January 8, 2009
RCRRA Approval	January 12, 2010
Initiation of Negotiations	January 12, 2010
Contract Award and Notice to Proceed	January 2010

B. Project Schedule & Budget

A combination of federal and local funding not to exceed \$212,500 is available to support the RCRRRA planning efforts.

The RCRRRA intends to have the study completed within six months after contract award. (Approx. completion date: July 2010) Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

IV. Proposal Submission

A. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed bid process of the Division of Contract and Analysis Services, and be signed by an officer of the company who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

- 1. An Executive Summary of not more than 6 pages**
- 2. Profile of proposed team including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.**

The RCRRRA reserves the right to exclude Proposers that have an organizational conflict of interest, which is defined by federal procurement guidelines as "An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage."

- 3. Description of proposer's overall approach.**
- 4. Breakdown of project by tasks. For each task listed, identify:**
 - a. All specific staff to be involved, roles, responsibilities;
 - b. Time commitment for each person; and
 - c. Schedule
- 5. Description of proposed team's past experience providing similar services, including:**
 - a. Names and addresses of contact persons;
 - b. Description (history and experience) of proposed team members' role in each project;
 - c. Key staff with experience in completing economic studies for multi-modal hubs
 - d. Key staff with experience evaluating major infrastructure projects on real estate development and employment
 - e. Key staff with experience in completing defined analytical tasks in a timely fashion for public agencies.
 - f. Depth of staff resources to work on multiple projects at the same time.

- g. Key staff with expertise in mixed-use/ transit oriented development market analyses.
- h. Experience with public transit facilities

6. Project Personnel Profile

- a. Resumes of key project personnel including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the RCRRA's project, and the status and outcome of any lawsuits brought against team member firms in the past five years.
- b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions.
- c. Confirm that key personnel will be fully engaged in the project as described for the duration of the contract.
- d. Description of current assignment and time commitment to that assignment for all key personnel.

7. DBE History

- a. Description of the proposers history of compliance with DBE requirements on projects of comparable size within the last 5 years
- b. Description of how proposer expects to achieve or exceed the goal on this project

8. Budgets

- a. Hourly budget broken down by specific staff, by firm, and by task
- b. Current audited hourly rates for staff
- c. Current audited overhead rates for all team member firms
- d. Include an estimate of reimbursable direct expenses and specify the expenses.

9. Financial Status

Evidence of adequate financial stability is a prerequisite to the award of the contract. Therefore, the proposer must submit the following financial reports:

- a. For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the company's principle financial or banking organization and its auditor.
- b. For a privately held corporation, proprietorship or partnership, financial information similar to that included in an annual report, to include at a minimum the most recent three years: an income statement, a statement of cash flow, a balance sheet and number of years in business, as well as the name, address, and telephone number of a contact in the company's principle financial or banking organization and its auditor.

All such financial reports shall be detailed, not condensed or summarized, versions of the report. RCRRA reserves the right to request such other information or reports necessary to establish evidence of adequate financial stability.

10. Conflict of Interest

Please identify any potential conflicts of interest.

B. Proposal Submission Process

Notice to Proposer:

- Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
- The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- The RCRRA is not bound to accept the lowest cost proposal.
- Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
- The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.

1. Questions

Proposers are to submit questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on November 19, 2009 to:

Ruth Richardson
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to: ruth.richardson@ci.stpaul.mn.us.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on Wednesday, November 25, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

2. Pre-Proposal Conference

A Pre-Proposal Conference will be held at 9:00am at St. Paul Union Depot on November 17, 2009. Attendance at this Conference will be non-mandatory.

Proposers must comply with the provisions of **Appendix A**, the County's *Evaluation of Proposals: Rules and Guidelines*.

C. Submission

Proposals are due by 2:00 p.m. on Wednesday, December 9, 2009, and must be submitted to:

Division of Contract and Analysis Services
280 City Hall/Court House Building
15 West Kellogg Boulevard
Saint Paul, MN 55102

Faxed proposals will not be accepted.

The response must include an original and 15 copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals will be considered invalid.

Proposals shall be prepared using 8 ½ x 11 paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. The proposal should be clear when reproduced in black and white.

To facilitate proposal opening, the original only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

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

The RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- preparing its proposal in response to this RFP;
- submitting that proposal to the RCRRA;
- negotiating with the RCRRA any matter related to this proposal; or
- any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.

Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

A. Evaluation

1. The RCRRA reserves the right to waive any minor irregularities in the proposal request process.
2. The RCRRA reserves the right to interview any or all proposers at its discretion.
3. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of Appendix A.
4. The RCRRA is considering representation on the Proposal Evaluation Team from the following agencies: RCRRA, Ramsey County, Red Rock Corridor Commission, City of St. Paul, Saint Paul Area Chamber of Commerce and Metropolitan Council. Others may be added at the discretion of the RCRRA.
5. The RCRRA will review and evaluate proposals based on the following criteria:
 - a). The experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel
 - b). Ability to meet Project requirements
 - c). Ability to meet Project time line
 - d). Cost Allocation
6. The Ramsey County Manager will make the final decision, after considering recommendations by the Proposal Evaluation Team.

The RCRRA may conduct oral interviews with selected proposers. The RCRRA will not be responsible for any costs incurred by a proposer in preparing for or making a presentation.

The RCRRA will make the final decision based on the written proposals, the results of the oral interviews (if held), reference checks, and the recommendation of the Proposal Evaluation Team, and that recommendation will be presented to the Ramsey County Regional Railroad Authority for approval.

B. Contract

The agreement to be executed between the successful proposer and RCRRA will include the provisions of the Ramsey County General Terms and Conditions, which have been included in this RFP as Appendix B, and the provisions of the successful proposer's proposal.

The agreement will include the following payment provisions:

- "Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed-upon project milestones.
- Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.
- If reimbursement of expenses is included, the RCRRA will only reimburse at actual cost for out of pocket expenses. If reimbursement for travel is permitted, all airfare shall first be authorized by the RCRRA and will be reimbursed at the lowest cost fare. Food, ground transportation and lodging expenses necessitated by the Agreement will be reimbursed

according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel."

Prior to execution of a contract by the RCRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney evidencing, at a minimum, the coverage required by the provisions of Appendix B.

C. Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1E)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any RCRRA requests which would cause RCRRA to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

VI. Additional Information

All electronic and hard copy versions of reports and documents produced by the proposer will be the property of the RCRRA. All such documents shall be turned over to RCRRA in their original format, including electronic format, at the end of the project conclusion.

Appendix A
EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contacts following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. Except as provided in these rules, attempts to contact Rail Authority staff, elected officials, or evaluation team members directly during this time will result in rejection of a proposal.
4. If a vendor contacts RCRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3., above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, RCRRA staff, elected officials, or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the County's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRA's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:

- a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.
 - c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
 6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
 7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
 8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the RCRRA. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
 9. The issuing department will coordinate preparation of the summaries and documentation for RCRRA approval.

Appendix B
GENERAL TERMS AND CONDITIONS

1. 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 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.

2. Indemnification

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

3. Insurance

1. Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

2. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.

2.1 Commercial General Liability Insurance

2.1.1 \$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,000,000 personal injury and advertising liability

2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.

2.1.3 RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations

of the Contractor, using ISO endorsement form CG 20 10 10 01 or its equivalent.

- 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
- 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.4.1 Per Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
 - 2.4.2 All policies shall be written as acceptable to RCRRA.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

- 3. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
 - 4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
 - 5. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.
 - 6. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
 - 7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
4. **Non-Assignability**
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.

5. 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.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Prevailing Wage

All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in RCRRA and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

9. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. 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.

10. Subcontractor Payment

Prime contractors shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The prime contractor shall pay interest of 1 1/2 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 prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

11. Setoff

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

12. Data Practices

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

13. Compliance With Applicable Law

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

14. Audit

Until the expiration of six (6) 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 sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

15. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

16. 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 will 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. In addition to the foregoing, Contractor shall implement the organizational and administrative procedures it has proposed pursuant to Article II A. 5 of the Request For Proposals to insure that the Depot project is performed independently of any contracts for Preliminary Engineering the Contractor receives from the Metropolitan Council for the Central Corridor Light Rail Transit Project.

17. Waste Reduction

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

18. Alteration

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

19. HIPAA Compliance

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.

20. 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 RCRRA, Minnesota.

21. Reimbursable Expenses (If applicable)

If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. The RCRRA will pay the Contractor for mileage costs incurred in the performance of services under this Agreement at the rate currently paid to reimburse RCRRA employees. All air travel shall first be authorized by the RCRRA, and shall be reimbursed at the

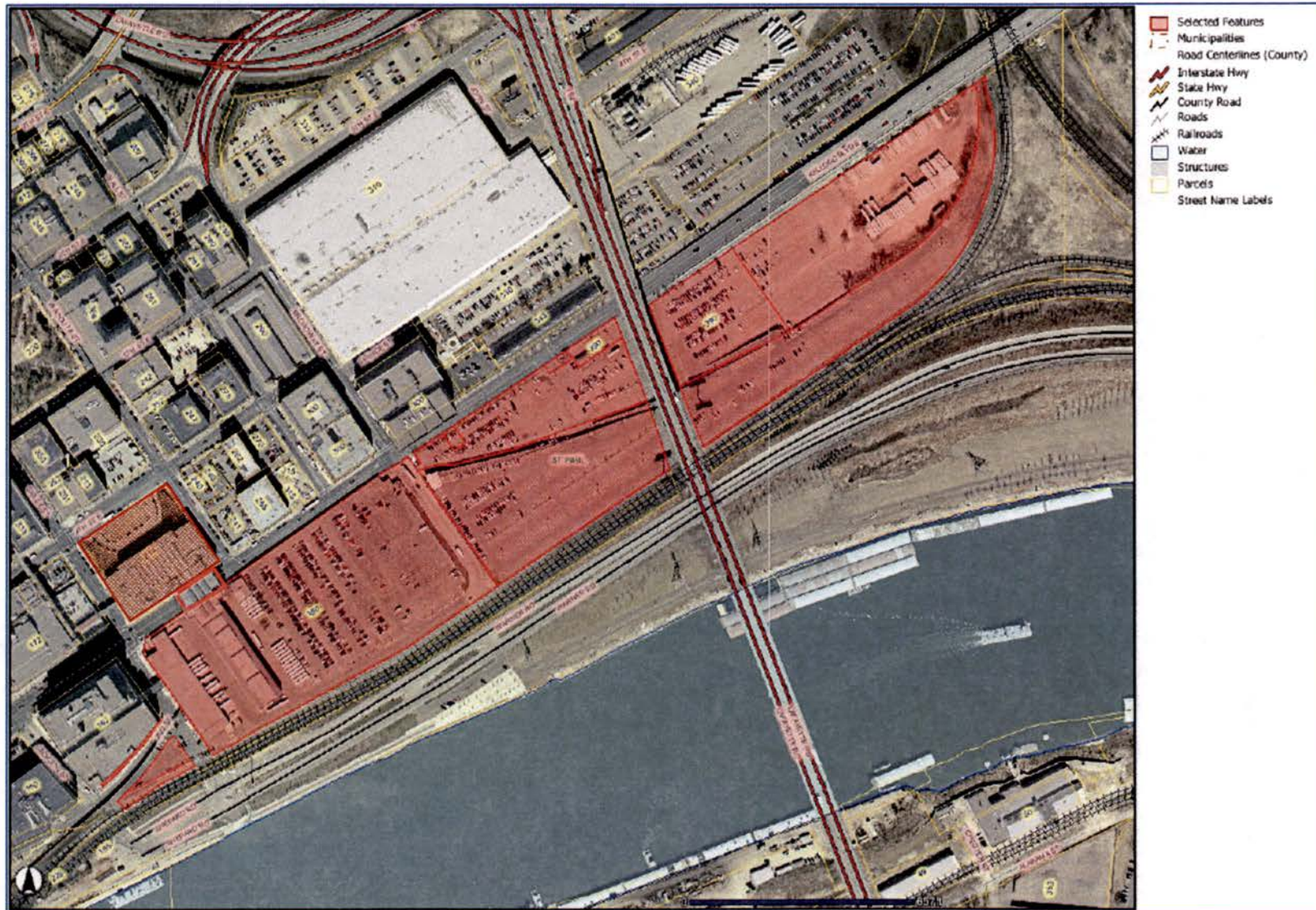
cost of economy fare. Related food, ground transportation, and lodging expenses shall be reimbursed at a rate consistent with the Runzheimer Index.

All other allowable expenses will be reimbursed at Contractor's actual cost.

22. Entire Agreement

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

ATTACHMENT A



ATTACHMENT B: FEDERAL CONTRACT CLAUSES

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the

Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by RCRRA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RCRRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

- a. 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*. A separate contract goal 15% been established for this procurement.
- b. 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)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid.
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above prior to contract award (see 49 CFR 26.53(3)).

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RCRRA.

e. The contractor must promptly notify RCRRA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RCRRA.

Soliciting proposals by Disadvantaged Business Enterprises (DBE)

RCRRA encourages the participation of certified disadvantaged business enterprises (DBEs) including, but not limited to, women's business enterprises (WBEs), minority business enterprises (MBEs), and small business enterprises (SBEs). Metropolitan Council Office of Diversity will assist RCRRA in reviewing the proposals for meeting the goal or establishing good faith efforts.

See the Attachment C "Disadvantaged Business Enterprise (DBE) Subcontracting Policy and Procedure" and Attachment D "Attachment to Proposal Instructions: Disadvantaged Business Enterprise Information and Certifications, Part A and Part B" posted with this RFP for more information on DBE requirements and forms to be submitted along with the Proposal. All DBE forms should be submitted in a separate envelope with the proposal.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 14, 2009 No.: R09-12

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC; and

WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for the completion of environmental, engineering, and station planning work, and

WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies needed to progress the Corridor as part of its Alternatives Analysis process; and

WHEREAS, the RRCC was granted State Bond funds in 2005 and 2006 for the completion of environmental and engineering work for the Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority has completed station planning and environmental work on the St. Paul Union Depot; and

WHEREAS, the Ramsey County Regional Railroad Authority has secured \$4 million in federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, a local match to federal funds is needed to complete Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, the RRCC and the Ramsey County Regional Railroad Authority have identified a need to complete additional analysis along the Red Rock Corridor to better understand the impacts of implementing commuter rail. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority accepts state bond funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local match to previously secured federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study, and be it further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for the Economic Analysis of the St. Paul Union Depot Study.

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett			X
Toni Carter	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 1, 2009 No.: R09-32

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission ("Commission") was formed in 1998 by a Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority ("RCRRA") is a member of the Commission; and

WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the need to complete station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering prior to the implementation of commuter rail; and

WHEREAS, station area master and site planning is already underway at the Union Depot in St. Paul and the Intermodal Station in Minneapolis; and

WHEREAS, station area master and site planning is needed at the southeast stations of Lower Afton Road (St. Paul), Newport, St. Paul Park, and Hastings; and

WHEREAS, the Southeast Stations Station Area Master and Site Planning Study ("Study") will complete station area master and site planning for the Southeast Stations; and

WHEREAS, the Study will be managed by the Washington County Regional Railroad Authority ("WCRRA"), the Commission's fiscal agent; and

WHEREAS, completion of this Study will involve the use of federal funds with a local funding match; and

WHEREAS, the RCRRA passed resolution 09-12 on April 14, 2009 providing up to \$237,500 to match federal funds for the Study; and

WHEREAS, the most efficient way to provide these funds is through a cooperative agreement between the RCRRA and the WCRRA. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority approves the cooperative agreement with the Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study, and Be It Further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Cooperative Agreement between the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority, and Be It Further

RESOVLED, that the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter			X (absent)
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

**Red Rock Corridor Commission
Resolution 2009-14**

**Resolution authorizing the RCRRA to enter into a Grant Agreement
with the Metropolitan Council for the use of federal 5339 funds for the
completion of an Economic Analysis of the St. Paul Union Depot
Study**

WHEREAS, Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a member of the RRCC; and

WHEREAS, Section 5339 Federal Transit Administration (FTA) funds have been provided for the completion of studies to progress the Red Rock Corridor as part of the Alternatives Analysis process; and

WHEREAS, access to these funds will be provided through a grant agreement with the Met Council; and

WHEREAS, the RRCC recognizes that the economic viability of the Union Depot is critical to the success of the Red Rock Corridor; and

WHEREAS, the RRCC acknowledges that to take advantage of work previously done on the Union Depot it will be more efficient to have the contract for this study be managed by the RCRRA; and

WHEREAS, Resolution (2009-02) states that RCRRA will provide the local match for these studies to the RRCC; and

WHEREAS, the RRCC has determined that since the RCRRA will be the contract holder for these studies it would be more efficient for accounting purposes for the RCRRA to continue to hold these funds and provide the match to these studies directly.

NOW THEREFORE BE IT RESOLVED, that the RRCC authorizes the RCRRA to enter into a Grant Agreement with the Met Council for the use of up to \$170,000 of federal 5339 funds for the completion of an Economic Analysis of the St. Paul Union Depot Study conditioned upon the following:

1. RCRRA will provide the local match for this study in an amount up to \$42,500; and

2. the RRCC will remain involved as a project partner in this study.

BE IT FURTHER RESOLVED, that Resolution (2009-02) is amended to allow RCRRRA to directly provide the match for this study.

Approved:

Chairperson

Myra Peterson

September 24, 2009

Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 24 day of Sept. 2009 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
PETERSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HARRIS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCDONOUGH	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
STENGLEIN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HOLLENBECK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
BAILEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HUNZIKER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HOPKINS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HELGEN	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
GORDON	<u> </u>	<u> </u>	<u> </u>	<u>X</u>

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 6, 2009

No.: R09-39

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission ("Commission") was formed in 1998 by a Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority ("RCRRA") is a member of the Commission; and

WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the need to complete station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering prior to the implementation of commuter rail; and

WHEREAS, in resolution 09-12 the RCRRA agreed to provide up to \$762,500 covering the 20% match to federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit and East Metro Railroad Capacity Analysis studies; and

WHEREAS, the Commission has identified \$3,050,000 in federal 5339 funds to cover the remaining 80% of the studies' costs; and

WHEREAS, on September 24, 2009 the Commission authorized the RCRRA to access federal funding for these studies; and

WHEREAS, the Metropolitan Council currently has a grant agreement with the Federal Transit Administration covering the 5339 funds; and

WHEREAS, federal funds will be reimbursed to the RCRRA through a Subrecipient Agreement with the Metropolitan Council; Now Therefore Be it

RESOLVED, that the RCRRA approves Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: Economic Analysis for the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis, and Be It Further

RESOLVED, that the RCRRA authorizes the Chair to execute Subrecipient Agreement SG-2009-050 between the Ramsey County Regional Railroad Authority and the Metropolitan Council, and Be It Further

RESOVLED, that the RCRRA authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

RESOLUTION

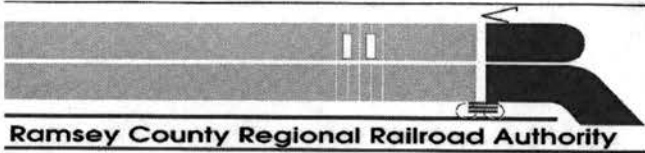
Board of Ramsey County Regional Railroad Authority

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☐ Administrative ☒ Information

Regional Railroad Authority Meeting Date: 11/10/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Minnesota Comprehensive Statewide Freight and Passenger Rail Plan Update

EXECUTIVE SUMMARY

Dan Krom, Mn/DOT Office of Passenger Rail Director, will update Commissioners on the current status of the Minnesota Comprehensive Statewide Freight and Passenger Rail Plan.

ACTION REQUESTED

None. For information and discussion only.

SUBJECT: Minnesota Comprehensive Statewide Freight and Passenger Rail Plan Update

ATTACHMENTS:

None

PREVIOUS ACTION:

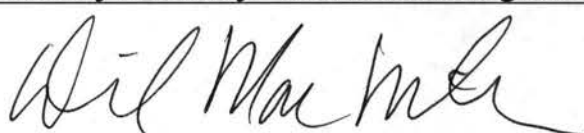
None

COUNTY MANAGER'S COMMENTS:

SUBJECT: Minnesota Comprehensive Statewide Freight and Passenger Rail Plan Update

Regional Railroad Authority – Authorized Signature	Date
	11/4/09

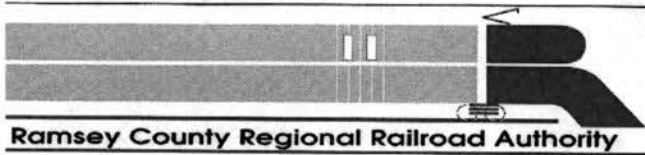
Budgeting & Accounting – Authorized Signature	Date
	11/3/09

County Attorney – Authorized Signature	Date
	11/03/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☒ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 11/10/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: 2010-2011 Ramsey County Regional Railroad Authority Proposed Budgets

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority Director will present the proposed 2010-2011 RCRRA budgets for discussion. The 2010 proposed budget is \$49,825,476. The 2011 proposed budget is \$154,700,534.

On December 15, 2009 the Ramsey County Regional Railroad Authority (RCRRA) will approve the two-year 2010-2011 RCRRA budgets and the 2010 RCRRA tax levy.

ACTION REQUESTED

Discussion will occur on the 2010-2011 RCRRA proposed budgets.

SUBJECT: 2010-2011 RCRRA Proposed Budgets

ATTACHMENTS:

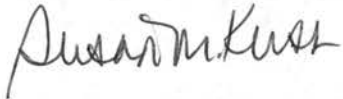
PREVIOUS ACTION:

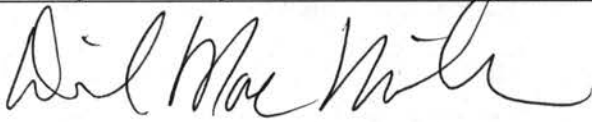
On September 8, 2009, the RCRRA approved the maximum tax levy to \$19,938,811 to finance the 2010 RCRRA Budget.

COUNTY MANAGER'S COMMENTS:

SUBJECT: 2010-2011 RCRRA Proposed Budgets

Regional Railroad Authority – Authorized Signature	Date
	11/9/09

Budgeting & Accounting – Authorized Signature	Date
	11/3/09

County Attorney – Authorized Signature	Date
	11/03/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Minnesota Comprehensive Statewide Freight and Passenger Rail Plan

Ramsey County
Regional Railroad Authority

November 2009

prepared by
Cambridge Systematics, Inc.
Kimley-Horn and Associates, Inc.
TKDA, Inc.



CAMBRIDGE
SYSTEMATICS

State Rail Plan

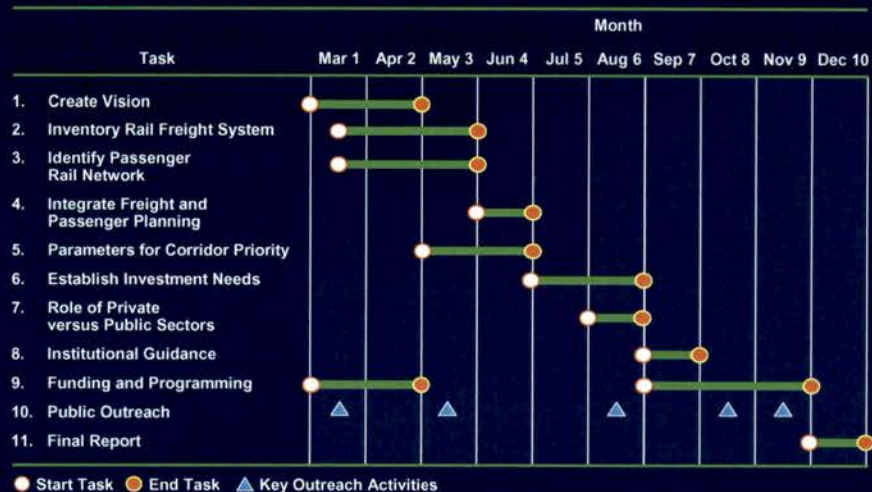
- Create a vision for both passenger and freight rail services in Minnesota, establish investment needs, identify a potential passenger system network, determine the role of private and public sector entities, set parameters for corridor priorities, and identify potential funding sources
- Compliant with federal state rail plan guidelines and requirements, in order to expedite development and funding for proposed and future projects.

Project Phases

Project Phase	Description	Task
Phase I	Rail Vision	Task 1
Phase II	Inventory Freight System and Passenger Rail Plans	Tasks 2 and 3
Phase III	Integration of passenger and freight planning, and development of performance criteria	Tasks 4 and 5
Phase IV	Plan Development – Needs, Institutional Arrangements, Programs, Financing	Tasks 6-9
Continuous Public Outreach		Task 10
Final Report		Task 11

2

Schedule



3

Stakeholders Outreach May-September, 2009

- Minnesota HSR Commission
- Joint Environmental Panel
- UTU
- Minnesota Regional Railroad Association
- TC&W RR
- West Central Rail Shippers
- Minnesota Farm Bureau
- Minnesota Grain and Feed Association
- Minnesota Chamber of Commerce
- Metropolitan Council
- CTIB
- NLX
- NCDA
- Rural Counties Association
- Rochester/SEMRA
- WisDOT
- MFAC
- Individual Stakeholders
- 15 open houses statewide

4

Definitions-Passenger Rail

- **Light Rail Transit (LRT)** – Enhanced, high capacity 'streetcar'; Hiawatha LRT
- **Heavy Rail Transit (HRT)** – Separated ROW, high capacity; subway, El
- **Commuter Rail** – Short distance, conventional trains, trips to work; Northstar
- **Intercity Rail** – Medium and long distance, incl. Amtrak, high speed rail

5

Definitions: Intercity Passenger Rail

- **Traditional Rail**
 - Less than 80 mph
- **Incremental Improvement**
 - 80 mph to 110 mph
- **High Speed Rail**
 - Greater than 110 mph (150-220 mph)
 - Grade separation required above 124 mph



6

Passenger Vision

- Forecast population and employment growth in the state will continue to increase demand on the state's highway system
- Availability of federal funds for rail investment creates a unique opportunity
- Global economic and environmental trends are likely to increase fuel costs and impose controls on greenhouse gas emission

Therefore, Minnesota should develop a robust intra- and interstate intercity passenger rail system which results in improved travel options, costs, and speeds for Minnesota and interstate travelers

7

Passenger Rail System Concepts

- Initial viable connections on active lines
- Phased improvements, HSR upgrades
- Long distance & through route options



Accomplishing the Passenger Vision

- Continue to participate in the MWRRI and support development of 110 mph service for connections from the Twin Cities to Wisconsin and Chicago Hub Network
- Develop an intrastate (Twin Cities regional) intercity passenger rail network connecting the Twin Cities with viable service to major outlying regional centers
 - Initial start-up as stand-alone projects, coordinated as part of a larger integrated regional/national system
 - Use interchangeable and interoperable equipment
 - Coordinate with local transit services
 - Achieve minimum speeds of 90 mph

Accomplishing the Passenger Vision (continued)

- Goal of 110-150 mph depending on market and track conditions
- Use existing freight track where feasible, new track where necessary
- All services should ultimately connect to both the new Minneapolis downtown terminal and St. Paul Union Depot
- Corridors should be advanced incrementally to build ridership and system advantages, leaving open all future options for viable improvements – stand-alone branches, through routes, new alignments, potential airport connections, and true HSR

10

Accomplishing the Passenger Vision (continued)

- Projects should advance simultaneously with MnDOT's support; sequencing depending on financing, ROW acquisition and agreements with freight RRs
- In Phase II, rail connections should be established to additional intercity/commuter markets in Minnesota and Wisconsin, and to an Interstate I-35 corridor, Red River Valley, Eastern plains, and Canada

11

VISION for HIGH-SPEED RAIL in AMERICA



12

Midwest Regional Rail Initiative



13

Ridership Forecasts Overview

- Purpose – provide a consistent comparison across all possible state passenger rail projects
- Conservative, sketch-planning approach
- Analyzes travel only between the Twin Cities and key markets
- Analyzes limited intermediate points and no non-Twin Cities origins/destinations
- **OFFICIAL FORECASTS – INDIVIDUAL PROJECT PLANNING PROCESSES**

14

Ridership Forecasts Key Variables

- Speeds of 79, 110 and 150 mph
- Fares of \$0.20 and \$0.32/mile
- Gas prices of \$2 and \$4/gallon
- Personal/business travel splits of 90/10 and 50/50
- Official state growth forecasts, and:
 - 10% higher
 - More dispersed and less Twin Cities-centric

15

Ridership Forecasts

Results

2030 Annual Trips with Most Favorable Variables Tested

- **Over 1 million**
 - Chicago
 - St. Cloud
- **400,000-600,000**
 - Duluth (NLX)
 - Rochester
- **100,000-300,000**
 - Wisconsin points on MWRI
 - Mankato
 - Eau Claire
 - Northfield
- **100,000 or under (selected cities)**
 - Fargo
 - Willmar
 - Red Wing
 - Winona

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Priority Program Elements/Key Needs

Preliminary Draft

- **High speed rail to Chicago, Duluth, and Rochester**
 - Upgrade/develop corridors to FRA Class 6 conditions (110 mph)
- **Enhanced conventional rail to St. Cloud, Mankato, Fargo, Eau Claire and between the Twin Cities**
 - Upgrade corridors to FRA Class 4 conditions (90mph)
- **Positive Train Control on all shared corridors**
- **Grade crossing upgrades on all shared corridors**
- **Upgrade major junctions and bridges**

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Developing Criteria for Rail Investment

- Acceptable Cost versus Public Benefits
- Significant Utility: Good Ridership, New Service Access
- Answers Identified Deficiency: Accommodates new passenger service, freight growth, or corrects bottleneck
- Exhibits Multiple Utility: Benefits intercity passenger, local/commuter, and freight operations and capacity
- Provides Contribution to State Priorities: Environmental and green growth goals, reduced energy use, enhanced land use, improved travel options, life style and competitiveness
- Timeliness of Implementation

18

Cost Estimation Methodology

- Unit costs based on actual experience, forecasts, and professional judgment
- Freight and Passenger
 - Track and signal upgrades
 - Clearance restrictions
 - Grade crossings
- Freight only – 286,000 pound compliant

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Cost Estimation Methodology (continued)

- **Passenger only**
 - Rolling stock
 - Trackage rights on freight railroads
 - Right-of-Way (HSR new alignments)
 - Operating and Maintenance

20

Example Improvement Costs Developed For Full System – Draft Estimates

- PTC implementation on all Class I railroads = \$1.64 B
- Upgrade all rail lines to 286,000-lb = \$586 M
- **Safety**
 - Upgrade active warning devices = \$280 M
 - Upgrade crossings as part of passenger corridors = \$150 M
- Upgrade rail lines to FRA Class II = \$595 M

21

** Cost estimates under development*

Preliminary Draft Program Summary (through 2030)

- All freight improvement needs = \$3.8 Billion
- All shared passenger/freight improvement needs
 - Individual projects = \$8.4 Billion
 - As a system = \$7.2 Billion
 - High priority projects – \$5.3 Billion

A mix of public and privately funded improvements

Estimates in 2009 dollars

22

Next Steps

- Roll out draft final report
- Share with PAC, TAC, Passenger Rail Forum, public
- Present to Legislature, submit to FRA
- Continue implementation of Chicago to Twin Cities
- Intra-state connections development
 - Pursue funding to study all regional corridors simultaneously
 - Encourage Legislature to begin discussion on capital, operations and maintenance funding

Promote corridor advocacy efforts

23

Passenger Rail Office Contact Information

Dan Krom, Director

daniel.krom@dot.state.mn.us

651.366.3193

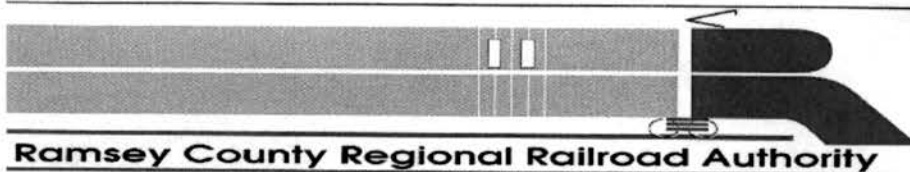
Praveena Pidaparathi, Planning Program Coordinator

praveena.pidaparathi@dot.state.mn.us

651.366.3199

24

24



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

October 27, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the October 27, 2009 Board Meeting is presented for approval.

MINUTES of the October 6, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Ratification of Report of Contracts

Board Action Requested:

Approve the report of contracts for the period of July 1, 2009 through September 30, 2009.

2. Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

Board Action Requested:

Authorize the County Manager to approve and execute the contract amendment with URS Corporation to extend the contract termination date to December 31, 2009 at no increase in contract cost.

3. Approval of a Payment to On Board Midwest

Board Action Requested:

- 1) Approve a payment of \$20,000 to On Board Midwest for its continued recruitment of supporters and public relations activities.
- 2) Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

(Continued)

POLICY AGENDA

4. Request bonding for Union Depot from the 2010 Legislative session

Board Action Requested:

Approve the submission of a state bonding request for Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

October 6, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0.

Chair McDonough called the meeting to order at 9:45 AM

AGENDA

Commissioner Carter moved approval of the Agenda of the October 6, 2009 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes from the September 22, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

1. Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R09-39)

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission ("Commission") was formed in 1998 by a Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority ("RCRRA") is a member of the Commission; and

WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the need to complete station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering prior to the implementation of commuter rail; and

WHEREAS, in resolution R09-12 the RCRRA agreed to provide up to \$762,500 covering the 20% match to federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit and East Metro Railroad Capacity Analysis studies; and

WHEREAS, the Commission has identified \$3,050,000 in federal 5339 funds to cover the remaining 80% of the studies' costs; and

WHEREAS, on September 24, 2009 the Commission authorized the RCRRA to access federal funding for these studies; and

WHEREAS, the Metropolitan Council currently has a grant agreement with the Federal Transit Administration covering the 5339 funds; and

WHEREAS, federal funds will be reimbursed to the RCRRA through a Subrecipient Agreement with the Metropolitan Council; Now Therefore Be it

RESOLVED, that the RCRRA approves Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: Economic Analysis for the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis, and Be It Further

RESOLVED, that the RCRRA authorizes the Chair to execute Subrecipient Agreement SG-2009-050 between the Ramsey County Regional Railroad Authority and the Metropolitan Council, and Be It Further

RESOVLED, that the RCRRA authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

2. Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

Commissioner Ortega moved approval of amendment and the following resolution, seconded by Commissioner Reinhardt.

Chair McDonough said he requested this item because it is a useful tool to help visualize the multi-modal vision for the Union Depot. It will be useful when people tour the Union Depot and also when they are out in the community talking about the project. Most corridors have these types of visualization videos, one was created for the Central Corridor.

Commissioner Rettman asked for clarification on the Central Corridor video and wanted to know if it was the visualization video that did not use live people.

Art Coulson, Public Communications Director, Ramsey County, replied the Central Corridor visualization video contained animated people not live actors. As for the proposal for the 3D visualization video of the Union Depot, its is unknown whether or not the proposals will contain live people.

Commissioner Ortega said this video is not only to present the Union Depot as it is being recreated today, but also to show the history of what existed in the past. There is a historical and educational component to it as well.

Commissioner Reinhardt said the video could also be utilized at the state legislature and federal level, allowing our representatives and senators to present it to their colleagues, which is critical because that is where most of the funding decisions are made.

Commissioner Rettman suggested the video show the various modes of transportation entering the Depot in different animation layers. She also asked if there is a projection as to how much it will cost to produce the video.

Mr. Coulson responded the Central Corridor visualization video, which was produced about ten years ago, cost about \$35,000.

Chair McDonough added that today's technology has dramatically increased and will likely be able to incorporate what Commissioner Rettman described.

Mr Coulson mentioned the video would be 3 Dimensional, which is different than the straight animation visualization they have of the Central Corridor.

Commissioner Bennett suggested the video include the benefits of transit, such as the reduction of automobile traffic, the fuel savings and the aspects that apply to the budget.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, thanked the commissioners for their comments. He said the video will be a beneficial tool to show our partners how the Union Depot facility will successfully function.

Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R09-40)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to promote transit projects that benefit the citizens of Ramsey County; and

WHEREAS, Union Depot is expected to be the premier Multi-Modal Transportation Hub in the Twin Cities region; and

WHEREAS, a video displaying the future build-out of Union Depot would assist in promoting the Ramsey County Regional Railroad Authority's vision for Union Depot; Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes staff to issue a Request for Proposals for professional services in the production of a 3D visualization video for Union Depot, in accordance with the County Board policies and procedures on Requests for Proposals and evaluation of proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a proposer.

3. Joint Powers Agreement with Ramsey County

Commissioner Bennett moved approval of the following resolution, seconded by Commissioner Ortega.

Chair McDonough wanted to clarify that Ramsey County operates under four separate, independent authorities by legislation; Ramsey County Board of Commissioners, Ramsey County Regional Railroad Authority (RCRRA), Ramsey County Housing and Redevelopment Authority and Ramsey County Board of Health. This item is to allow the RCRRA and the Ramsey County Board of Commissioners to enter into a Joint Powers Agreement, which is necessary for the proceeding action item on the agenda to take place.

Commissioner Rettman emphasized the legal importance of making clear distinctions between the two authorities in the Agreement.

Commissioner Reinhardt said this is an important step because it formalizes the operations they have had and protects both the County and the RCRRA from a liability standpoint.

Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R09-41)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER) programs to complete the project; and

WHEREAS, The ARRA program and the Union Depot project schedule require construction to begin in 2010 and be completed in 2012; and

WHEREAS, The use of a design/build procurement process allowed by Ramsey County would aid the Ramsey County Regional Railroad Authority in meeting this shortened timeframe. Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority execute a Joint Powers agreement with Ramsey County; and Be it Further

RESOLVED, that the Board authorize the Chair to sign the agreement on behalf of the Ramsey County Regional Railroad Authority.

4. Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), explained the purpose of the Joint Powers Agreement and why it was necessary for this item. He said the RCRRA submitted two federal funding applications; the first was issued by the Minnesota Department of Transportation (MnDOT) on our behalf, requesting \$135.8 million for the Union Depot, under the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger High Speed and Intercity Passenger Rail (HSIPR) program. The other application is under the Transportation Investments Generating Economic Recovery (TIGER) program, which is another part of the ARRA stimulus program. The federal government requires that projects selected for these funds be completed in two years, which would be 2012 in this case. The RCRRA met with Property Management and Public Works to figure out how they could meet this aggressive schedule. The solution was to make use of the County's design/build procurement process. The Joint Powers Agreement with Ramsey County permits the RCRRA use of this process, Property Management would issue the Request for Proposals (RFP) for construction manager/design team services and the RCRRA would select the contractor. Therefore, the timing issue and qualifying for these funds are the key motivations in taking these steps.

Commissioner Rettman said it will be a great benefit to the project if we are awarded these funds, therefore it is important to acknowledge the significance of this step. She commended the staff on this achievement.

Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R09-42)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under the American Recovery and Reinvestment Act (ARRA) to complete the project; and

WHEREAS, The ARRA program and the Union Depot project schedule require construction to begin in 2010 be completed in 2012; and

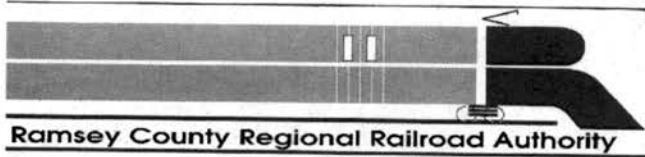
WHEREAS, The Ramsey County Regional Railroad Authority has proposed a Joint Powers Agreement with Ramsey County to use County procurement methods for this project; and

WHEREAS, The services of a Construction Manager/Design Team will be required to meet the project schedule; Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a request for proposals for Construction Manager/Design Team services, upon approval of the joint

powers agreement by the County and in a form to be approved by the County Attorney's Office, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

There being no further business, Chair McDonough declared the meeting adjourned at 10:03 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/27/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Contracts

EXECUTIVE SUMMARY

A report of contracts approved by the County Manager for the period of July 1, 2009 through September 30, 2009 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of July 1, 2009 through September 30, 2009.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

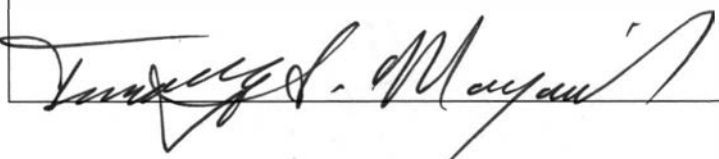
Quarterly reports of contracts for the period of July 1, 2009 through September 30, 2009

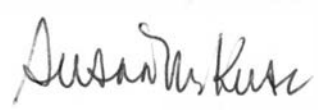
PREVIOUS ACTION:

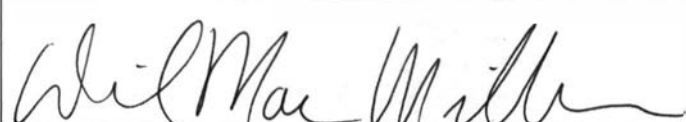
COUNTY MANAGER'S COMMENTS:

The RCRRA requires ratification of the report of contracts approved by the County Manager citing Administrative Code 4.3.50A, which requires a report of all contracts approved by the County Manager.

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	10-19-09

Budgeting & Accounting – Authorized Signature	Date
	10/22/09

County Attorney – Authorized Signature	Date
	10/21/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification of Report of Contracts

Draft Resolution

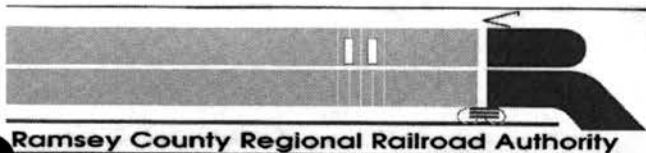
1 WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the
2 County Manager; Now, Therefore, Be It

3
4 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
5 Quarterly Report of Contracts for the period of July 1, 2009 through September 30, 2009.

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING September 30, 2009

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 858	Metropolitan Council	06-Jul-09	\$18,303,438.00	Cooperative funding agreement for Preliminary Engineering and final design on the Central Corridor. Agreement is for the period of 7/1/2009 through 12/31/2010.
RRA 860	AECOM USA, Inc.	07-Jul-09	-----	Amendment to extend agreement through 6/30/2010 and to update vendor name on contract from DMJM Harris to AECOM USA, Inc. Provide an environmental study on the Union Depot.
RRA 865	Dr. Suzanne Walfoort	16-Sep-09	\$600.00	Provide moderator services for the Union Depot Environmental Assessment Hearings to be held 9/9/2009.
RRA 866	Windy Shores Sound Inc.	16-Sep-09	\$1,750.00	Provide audio and lighting service for the Union Depot Environmental Assessment Hearings to be held 9/9/2009.



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/27/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

EXECUTIVE SUMMARY

In May 2007, the Ramsey County Regional Railroad Authority (RCRRA) approved a \$1,272,210 agreement with URS Corporation to conduct conceptual engineering and develop an environmental assessment for the Union Depot project. The purpose of the environmental assessment is to meet federal and state regulations and to identify any impacts. The First Amendment to the contract extended the contract in May 2008 to December 31, 2008 at no additional cost. The Second Amendment to the contract extended the contract in December 2008 to June 30, 2009. The Third Amendment to the contract extended the contract in June 2009 to October 31, 2009.

The Finding of No Significant Impact and Programmatic Agreement are the only items remaining to be completed. These items could not be completed until the close of the Union Depot Environmental Assessment comment period, which was October 8, 2009. The work under the URS Corporation contract is anticipated to be completed by late Fall 2009. Staff is proposing to extend the contract through December 31, 2009 at no additional cost.

ACTION REQUESTED

- 1) Authorize the County Manager to approve and execute the contract amendment with URS Corporation to extend the contract termination date to December 31, 2009 at no increase in contract cost.

SUBJECT: Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

ATTACHMENTS:

Amendment 4

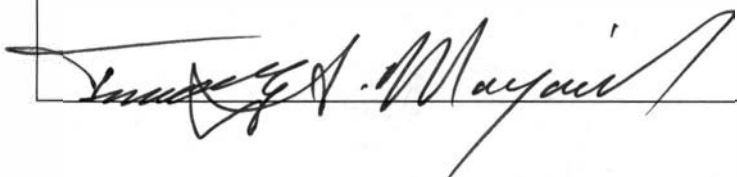
PREVIOUS ACTION:

The third amendment to the agreement with URS Corporation expires on October 31, 2009.

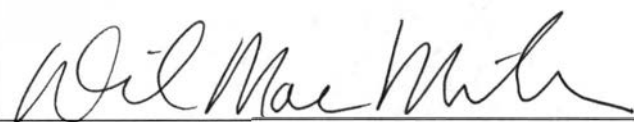
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority is the entity that approves Rail Authority contracts, contract extensions, and contract amendments.

SUBJECT: Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

Regional Railroad Authority – Authorized Signature	Date
	10/19/09

Budgeting & Accounting – Authorized Signature	Date
	10/22/09

County Attorney – Authorized Signature	Date
	10/21/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Fourth Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority is developing the Union Depot
2 concourse as a multi-modal transit hub; and
3

4 WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS
5 Corporation to provide conceptual engineering and environmental assessment services for the
6 Union Depot; Now, Therefore, Be It
7

8 RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County
9 Manager to approve and execute the contact amendment with URS Corporation to extend the
10 contract termination date to December 31, 2009 at no increase in contract cost.

AMENDMENT 4

This agreement is an amendment to the contract between URS Corporation ("Contractor") and Ramsey County Regional Railroad Authority ("RRA") dated May 1, 2007, Amendment 1 dated May 20, 2008, and Amendment 2 dated December 16, 2008, Amendment 3 dated June 9, 2009.

The parties agree that sections of the Agreement shall be amended as follows:

Section III. Time

The contract shall be in effect through December 31, 2009 at no additional cost.

Except as herein agreed, all other terms and conditions of the Agreement shall remain in full force and effect.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Julie Kleinschmidt, County Manager

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: Timothy A. Mayasich
Timothy A. Mayasich, Director

Dated: 10/1/09

URS Corporation

By: [Signature]

Dated: 9/20/09

Approval recommended:

INSURANCE APPROVED:

Risk Management

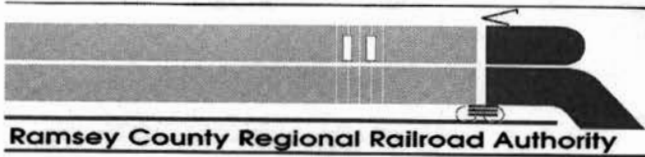
APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____
Account No. _____

Budgeting & Accounting

5



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/27/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of a Payment to On Board Midwest

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor, commonly referred to as the 'River Route', begins at the Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago. The Corridor is utilized by Amtrak for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle and is identified by the Midwest Regional Rail Initiative as the high speed connection between the Twin Cities and Chicago.

The River Route is advocated for by the Minnesota High Speed Rail Commission, a joint powers board of cities and county regional railroad authorities, including the Ramsey County Regional Railroad Authority (RCRRA), and On Board Midwest.

On Board Midwest was formed in the spring of 2009 and is a coalition of people, businesses, elected officials, and organizations who support the proposed high-speed rail line project connecting St. Paul to Chicago along the existing Amtrak Empire Builder Route commonly known as the "River Route". The goal of On Board Midwest is to inform the public about high speed rail in the St. Paul to Chicago corridor, help them understand how it will enhance the quality of life for Minnesotans through more efficient transportation options, improve access between Midwest cities, and to encourage them to get on board with the project.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Approve a payment of \$20,000 to On Board Midwest for its continued recruitment of supporters and public relations activities.
2. Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

1

EXECUTIVE SUMMARY (Continued)

To date, On Board Midwest has focused on recruiting supporters and developing public relations materials. To continue these activities and to increase the awareness of the River Route, On Board Midwest is asking for financial assistance from its supporters. As a supporter of the River Route, and On Board Midwest, the Ramsey County Regional Railroad Authority has been asked to pay \$20,000 in support of their efforts. Funds for this payment will come from the 2009 RCRRRA operating budget.

SUBJECT: Approval of a Payment to On Board Midwest

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

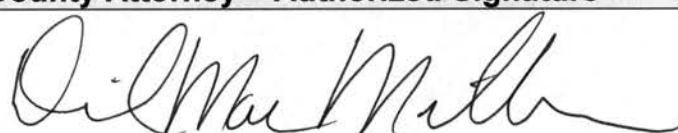
Approval of the \$20,000 payment to On Board Midwest will allow the continuation of supporter identification, public relations, and advocacy on the River Route which will ultimately provide high speed rail service from the Twin Cities to Chicago.

3

SUBJECT: Approval of a Payment to On Board Midwest

Regional Railroad Authority – Authorized Signature	Date
	10/19/09

Budgeting & Accounting – Authorized Signature	Date
	10/22/09

County Attorney – Authorized Signature	Date
	10/21/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of a Payment to On Board Midwest

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor "River Route" begins at the Union
2 Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La
3 Crescent prior to entering Wisconsin and continuing on to Chicago; and

4
5 WHEREAS, The Ramsey County Regional Railroad Authority is a member of the Minnesota
6 High Speed Rail Commission "Commission"; and

7
8 WHEREAS, The Commission is allowed to cooperatively advocate for and analyze the
9 feasibility, environmental impacts, engineering, construction and operation of an integrated rail
10 transportation system in the Corridor along with the associated land use and development impacts;
11 and

12
13 WHEREAS, The River Route is also advocated for by On Board Midwest, a coalition of
14 people, businesses, elected officials, and organizations who support the proposed high-speed rail
15 line project connecting St. Paul to Chicago; and

16
17
18 WHEREAS, On Board Midwest has been recruiting supporters and developing public
19 relations materials; and

20
21 WHEREAS, Continuation of these activities along the River Route requires additional
funding; and

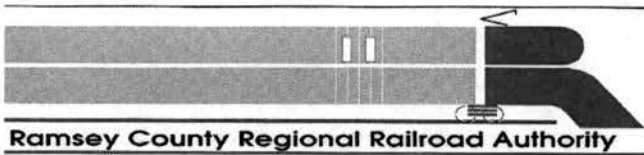
23
24 WHEREAS, On Board Midwest is asking its supporters for financial assistance to fund the
25 additional activities; and

26
27 WHEREAS, the Ramsey County Regional Railroad Authority, as a supporter, has been
28 asked to pay \$20,000 to On Board Midwest for continued recruitment and public relations
29 activities. Now Therefore, Be It

30
31 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves a
32 payment of \$20,000 to On Board Midwest for its continued recruitment of supporters and public
33 relations activities, and Be It Further

34
35 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
36 Manager to make any necessary budget adjustments in a form approved by Budgeting and
37 Accounting.

5



4

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/27/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Request bonding for Union Depot from the 2010 Legislative session

EXECUTIVE SUMMARY

The 2010 legislative session is expected to include a bonding bill for a limited number of projects. The Ramsey County Regional Railroad Authority has previously requested funding for St. Paul Union Depot.

ACTION REQUESTED

Approve the submission of a state bonding request for Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work.

1

SUBJECT: Request bonding for Union Depot from the 2010 Legislative session

ATTACHMENTS:

PREVIOUS ACTION:

These funds have been requested in prior legislative sessions

COUNTY MANAGER'S COMMENTS:

2

SUBJECT: Request bonding for Union Depot from the 2010 Legislative session

Regional Railroad Authority – Authorized Signature	Date
	10/22/09

Budgeting & Accounting – Authorized Signature	Date
	10/22/09

County Attorney – Authorized Signature	Date
	10/22/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Request bonding for Union Depot from the 2010 Legislative session

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 St. Paul Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of
3 Ramsey County; and
4

5 WHEREAS, Funding and policies that impact transit facilities like St. Paul Union Depot will
6 be discussed in the 2010 state legislative session; Now, Therefore, Be It
7

8 RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of
9 a state bonding request for Union Depot Multi-modal Transit Hub for \$9.0 million to match federal
10 funding available for environmental, engineering, rehabilitation, property acquisition and
11 construction work.
12



REQUEST FOR RAMSEY COUNTY BOARD ACTION



Type of Agenda: ☐ Policy ☐ Consent ☐ Public Hearing
☒ Administrative ☐ Information ☐ Ordinance

Requesting Department: County Manager

Committee: _____

Meeting Date: _____

Committee: _____

Meeting Date: _____

County-Wide Ramifications ☒

Board Meeting Date: 10/20/09

or

Affected Commissioner District(s) #: _____

Board Meeting Date: _____

SUBJECT Joint Powers Agreement with Ramsey County Regional Railroad Authority

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) intends to revitalize the Union Depot (Depot) into the region's premier multi-modal transportation hub. The RCRRA also aims to seek federal funding assistance through the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER) programs. These federal programs require several criteria. One particular approval criterion of ARRA requires improvements to Union Depot be completed by September 2012.

In order for the Union Depot revitalization to be completed in this shortened timeframe, an expedited procurement process must be used. The RCRRA may use two expedited procurement processes, 'best value' or design/build. State statutes allow the use of the 'best value' procurement process, but do not authorize rail authorities to utilize design/build. Ramsey County and RCRRA staff have limited experience working with the 'best value' procurement process and are not certain that it would be helpful in meeting the federal program time constraints. Ramsey County, through the powers allowed under its home rule charter, has successfully utilized the design/build procurement process in other projects including the construction of municipal buildings.

(The Executive Summary is continued on the following page.)

ACTION REQUESTED:

- 1) Approve a Joint Powers Agreement between the Ramsey County Regional Railroad Authority and Ramsey County; and
- 2) Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

EXECUTIVE SUMMARY, Continued

State statute allows Regional Railroad Authorities to enter into joint powers' agreements with other governmental units, including counties which formed the RCRRA. Such joint powers agreements can provide that the RCRRA can use the county's purchasing and contracting procedures. Since Ramsey County has authority to utilize the design/build process for construction contracts, a joint powers agreement between the RCRRA and Ramsey County would permit the RCRRA to use the county's design/build process. This will permit the RCRRA to meet the federal timelines. The RCRRA may choose to utilize the Ramsey County procurement processes, including Design/build, by entering into a joint powers agreement with the County.

The use of the design/build procurement process for the construction of the Union Depot should not jeopardize the receipt of federal funds, as federal funding partners, including the Federal Highway Administration (FHWA), Federal Transit Administration, and federal Railroad Administration have previously allowed projects nationally to use the design/build process.

In addition to the cost savings of the design/build process, a joint powers agreement would allow the RCRRA to successfully seek federal assistance dollars.

Staff believe an expedited construction timeline can be achieved through the use of a design/build procurement process.

SUBJECT: *Joint Powers Agreement with Ramsey County Regional Railroad Authority*

ATTACHMENTS:

- 1) Memorandum from David MacMillan, Assistant County Attorney
- 2) Joint Powers Agreement between the County of Ramsey and the Ramsey County Regional Railroad Authority
- 3) RCRRA Resolution R09-41

PREVIOUS ACTION:

RCRRA Resolution R09-41 approved the Joint Powers Agreement with Ramsey County on October 6, 2009.

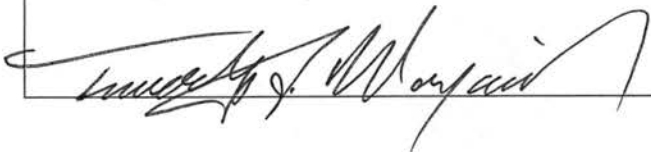
COUNTY MANAGER COMMENTS:

The County Board must approve Joint Powers Agreements.

SUBJECT: Joint Powers Agreement with Ramsey County Regional Railroad Authority

Originating Department – Authorized Signature

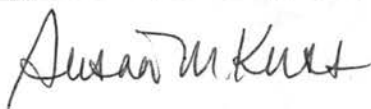
Date



10/13/09

Budgeting & Accounting – Authorized Signature

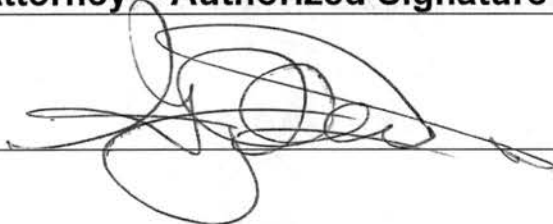
Date



10/13/09

County Attorney – Authorized Signature

Date



10/13/09

Property Management– Authorized Signature

Date

Information Services– Authorized Signature

Date

Other – Authorized Signature

Date

DRAFT RESOLUTION

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER) programs to complete the project; and

WHEREAS, The ARRA program and the Union Depot project schedule require construction to begin in 2010 and be completed in 2012; and

WHEREAS, The use of a design/build procurement process allowed by Ramsey County would aid RCRRA in meeting this shortened timeframe; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners hereby approves a Joint Powers Agreement with Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Board authorizes the Chair and Chief Clerk to execute the agreement on behalf of the County.

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: September 23, 2009

SUBJECT: Union Depot Design and Construction Contract Award Methods

Background

The Ramsey County Regional Railroad Authority (RCRRA) is acquiring the Union Depot (the Depot) in downtown St. Paul from the United States Postal Service for the purpose of developing the Depot into a multi-modal transit hub. Because the Depot has been, for years, used as a part of the St. Paul Post Office facility and not as a transit depot, substantial renovation and reconstruction of the Depot facility is necessary, at substantial cost.

It is our office's understanding that the United States Congress, as part of its 2009 economic stimulus package, has made available substantial funds which can be used by state and local governments to assist in financing projects such as the Union Depot renovation. It is further our office's understanding that Congress has attached significant time constraints on the availability and use of these funds. In order to obtain these funds, projects must be ready to begin construction no later than September 30, 2010, and the project must be completed no later than two years from obligation of funds.

The usual construction project requirements of Minn. Stat. § 471.345, which requires separate and serial procedures for project design and construction, would require lengthy time periods extending beyond the deadlines for the federal funds, which would jeopardize the RCRRA's ability to qualify for the federal funds.

As a consequence of this time constraint, you have asked whether there are available to the RCRRA statutory approved mechanisms to accelerate the public procurement process so that the RCRRA may meet the federal deadlines.

Opinion

As previously stated, construction projects and contracts let by municipalities must conform to the provisions of Minn. Stat. § 471.345. In the context of this statute, by definition, the RCRRA is a municipality and hence bound by the provisions of this statute.

This statute, generally requires that for construction projects, sealed bids must be solicited for construction projects, and the contract must be awarded to the lowest responsible bidder taking into consideration, among others, conformity with the project specifications. Implicit in this formulation is the requirement that there exists detailed specifications which are provided bidders. Such specifications are prepared by architects and engineers **before** bids for construction can be solicited.

There are, however, two procedures which permit construction projects to be undertaken in a time compressed manner. These are generally referred to as "design/build" projects where the municipal authority requests proposals for both designing a project and constructing the project. This permits contractors to design and construct the project simultaneously, rather than serially, thus reducing the time for completion of the project.

In 2007, the State Legislature also enacted amendments to Minn. Stat. § 471.345 which permits municipalities to utilize the "best value" procurement procedure of Minn. Stat. § 16C.28, subd. 1(a)(2) and (c). This statute has strict procedural requirements but does allow for a contract for construction to be let before the design process is completed.

The question is whether the RCRRA has authority to use either of the above contract methods (design-build or best value).

A. STATUTORY AUTHORITY – DESIGN-BUILD.

The RCRRA is a political subdivision of the State of Minnesota under the provisions of Minn. Stat. § 398A.04, subd. 1. As such, the RCRRA is a municipality as defined by Minn. Stat. § 471.345, subd. 1, and therefore subject to the bidding requirements of that statute. The RCRRA does **not** have independent authority to use design-build contract methods, and if it seeks an accelerated contracting process, it must use the "best value" methodology of Minn. Stat. § 16C.

B. OTHER AUTHORITY.

The RCRRA has authority, under Minn. Stat. § 398A.04, subd. 9, to enter into a joint powers agreement under Section 471.59 with, among others, the County of Ramsey. Minn. Stat. § 471.59, subd. 1, provides that two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties – in this case, the power to enter into construction contracts. Minn. Stat. § 471.59, subd. 8, further provides that a County can enter into an agreement with another governmental unit (e.g., the RCRRA) to provide any function which that unit could provide for itself. Further, Minn. Stat. § 471.59, subd. 10, provides that a

governmental unit (the County) may enter into an agreement with another government unit (the RCRRA) to perform on behalf of such unit (the RCRRA) any function which the providing unit (the County) is authorized to provide for itself.

Finally, Minn. Stat. § 471.59, subd. 3, provides that contracts let and purchases made should conform to the requirements applicable to any one of the parties, as specified in the agreement.

In summary, the RCRRA and Ramsey County may enter into a joint powers agreement whereby Ramsey County, using its procurement procedures, procures the contracts for reconstruction of the Depot using its (the County's) procurement procedures.

This is significant because Ramsey County has adopted a home rule charter which permits it to use design-build methods for construction contracts. This would permit the Union Depot project to use the design-build method of contract procurement, through the County's contract procedures.

Summary

In summary, the RCRRA has available to it two mechanisms to accelerate the Depot project procurement process to enable it to meet federal funding for timelines for the project. First, the RCRRA may use the "best value" approval to contract procurement outlined in Minnesota Statutes Chapter 16C. Second, the RCRRA may use Ramsey County's procurement process, which includes design-build, pursuant to an appropriately drafted and entered into joint powers agreement between the RCRRA and Ramsey County. At present, however, there is no such agreement, and the RCRRA may not use the County's design-build procurement authority or methodology.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF RAMSEY AND THE
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2009, between the Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota, and the County of Ramsey (the County), a Minnesota home rule charter county and political subdivision of the State of Minnesota.

RECITALS

WHEREAS, in 1987 the County, acting under the authority granted to it by Minnesota Statutes Chapter 398A, established the RCRRA as a political subdivision of the State of Minnesota to perform the functions and duties authorized and prescribed by said Chapter; and

WHEREAS, under the provisions of Chapter 398A and Minnesota Statutes Section 471.59 the RCRRA and the County are authorized to enter into agreements respecting the joint exercise of their powers; and

WHEREAS, since establishment of the RCRRA, the County has provided all administrative, financial, personnel, and legal services to the RCRRA; and

WHEREAS, the RCRRA and County have found this organizational relationship to be beneficial to both parties and the citizens of Ramsey County; and

WHEREAS, the powers to be exercised by the County on behalf of and under the direction and control of the RCRRA are deemed to be for the benefit and welfare of the citizens of Ramsey County.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises, duties, and obligations herein, the RCRRA and County hereby agree as follows:

ARTICLE I.
PURPOSE

This agreement is to establish an organizational structure for the RCRRA which will best utilize personnel and other resources for effectuating the intent and purposes of Minnesota Statutes Chapter 398A.

ARTICLE II.
DUTIES OF THE COUNTY

1. The County shall provide to the RCRRA the herein enumerated services:
 - a. Budget and Accounting. The County shall provide budget and accounting services including, but not limited to, preparation of the annual budget of the RCRRA; presentation of the annual budget to the RCRRA; maintaining, on a continuing basis, such books of account, records, and documents as are ordinary and customary for governmental accounting and auditing purposes; and related financial services.
 - b. Legal Services. The County, through the Ramsey County Attorney's Office, shall provide legal services and representation to the RCRRA.
 - c. Personnel and Human Resources. The County shall provide personnel and human resource services including, but not limited to, recruitment, payroll, benefits, position classification, collective bargaining, and related services.
 - d. General Administration. The County shall provide general management and administration for the RCRRA.
2. All persons employed by the County to provide the services described in this Article to the RCRRA shall be employees of the County and shall be entitled to all benefits of County employees.
3. The County shall maintain appropriate time records of all employees provided to perform the services on behalf of the RCRRA outlined in this Article. Charges for time of County staff assigned shall be made and presented to the RCRRA monthly at a rate equal to the hourly rate plus benefits paid to County staff for the services provided, or at such other rate as the County and the RCRRA shall decide.
4. Funds and Accounting. The County shall maintain separate and identifiable funds and accounts for all receipts and disbursements of the RCRRA. Except as provided herein as compensation for services rendered by the County to the RCRRA, the County shall not

borrow, use, or appropriate any monies or funds of the RCRRA for County purposes, without the express written consent of the RCRRA.

5. Contracts and Purchases. The RCRRA may, in its discretion, use the purchasing and contract procedures of the County or may, in its discretion, use its own statutorily authorized procedures. When performing purchasing and contract services on behalf of the RCRRA, the County shall be deemed an agent of the RCRRA and all contracts and purchases made on behalf of the RCRRA shall be in the name of the RCRRA and not the County. The County shall not be liable for such purchases or contracts.

ARTICLE III. DUTIES OF THE RCRRA

1. The RCRRA shall reimburse the County for all services provided by the County according to the provisions of Article II of this Agreement.
2. The RCRRA shall have the right to direct the County to change the employee or employees providing the services in Article II.

ARTICLE IV. MISCELLANEOUS

1. 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 County as the employee of the RCRRA for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor representatives are employees of the RCRRA. From any amounts due the County, 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 County.

2. Non-Assignability. The County shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.
3. Equal Employment Opportunity. The County agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.
4. Workforce Diversity. The County 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 RCRRA, submit a written report to the RCRRA regarding the efforts and results of such efforts, including employment by job classification.
5. Workplace Violence Prevention. The County shall make all reasonable efforts to ensure that the County's employees, officials and subcontractors do not engage in violence while performing under this Agreement. 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.
6. Audit. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the County, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures of the County.

7. Termination. Either the RCRRA or County may terminate this Agreement for any reason upon six months' written notice to the other party. This Agreement shall terminate and be of no further force or effect six calendar months after the date of the resolution of the governing body of the party terminating this Agreement.
8. Amendment. The terms of this Agreement may be modified, revoked, or otherwise changed only by written agreement between the parties duly approved by their respective governing bodies.
9. Term. This Agreement shall have an indefinite term, unless terminated as provided herein.

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

FOR THE COUNTY OF RAMSEY:

FOR THE RAMSEY COUNTY REGIONAL
RAIL AUTHORITY

Jan Parker
Chair

Jim McDonough
Chair

Date: _____

Date: _____

Bonnie Jackelen
Chief Clerk

Director, RCRRA

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

Assistant County Attorney

Date: _____

Date: _____

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 6, 2009 No.: R09-41

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER) programs to complete the project; and

WHEREAS, The ARRA program and the Union Depot project schedule require construction to begin in 2010 and be completed in 2012; and

WHEREAS, The use of a design/build procurement process allowed by Ramsey County would aid the Ramsey County Regional Railroad Authority in meeting this shortened timeframe. Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority execute a Joint Powers agreement with Ramsey County; and Be it Further

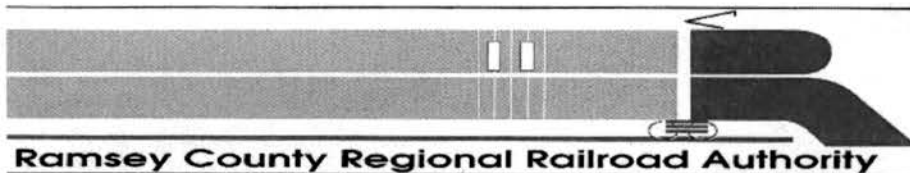
RESOLVED, that the Board authorize the Chair to sign the agreement on behalf of the Ramsey County Regional Railroad Authority.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

October 6, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the October 6, 2009 Board Meeting is presented for approval.

MINUTES of the September 22, 2009 Board Meeting is presented for approval.

POLICY AGENDA

1. Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

Board Action Requested:

- 1) Approve Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: the Economic Analysis for the Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis.
- 2) Authorize the Chair to execute Subrecipient Agreement SG-2009-050.
- 3) Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

2. Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

Board Action Requested:

Authorize the issuance of a Request for Proposals for professional services in the production of a 3D visualization video for Union Depot, in accordance with the County Board policies and procedures on Requests for Proposals and evaluation of proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a proposer.

(Continued)

3. Joint Powers Agreement with Ramsey County

Board Action Requested:

- 1) Execute a Joint Powers agreement between the Ramsey County Regional Railroad Authority and Ramsey County
- 2) Authorize the Chair to sign the Joint Powers Agreement

4. Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

Board Action Requested:

Authorize the Ramsey County Regional Railroad Authority staff to issue a request for proposals for Construction Manager/Design Team services, upon approval of the joint powers agreement by the County and in a form to be approved by the County Attorney's Office, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 22, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega (late), Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0.

Chair McDonough called the meeting to order at 10:40 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the September 22, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

[Commissioner Ortega arrived at this point]

MINUTES

Commissioner Carter moved approval of the Minutes from the September 8, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Issue a Request for Proposals for federal intergovernmental relations consulting assistance

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Carter.

Commissioner Rettman suggested Section IV, a, vii, of both Requests for Proposals (RFP) be separated into two statements. She explained that the requested change clarified the requirement of consultants to submit conflicts of interest. She additionally asked that the RFP require a list of all current contracts be disclosed.

David MacMillan, Assistant County Attorney, pointed out that law firms applying for the RFP may not be at liberty to disclose information about their clients due to their disclosure laws.

Commissioner Reinhardt clarified that the RCRRA only needs information of the applicant's current contracts that may conflict with RCRRA's policy goals. She made a motion for the amended language in both RFPs, seconded by Commissioner Parker.

Ayes - Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R09-37)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the transit projects that benefit the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the federal level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having federal funded assistance in planning and implementation of transit corridors; and

WHEREAS, The services of a federal intergovernmental consulting firm is helpful in assuring that outcome; Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a request for proposals for federal intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and

procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

2. Issue a Request for Proposals for state intergovernmental relations consulting assistance

Chair McDonough said the language in Section IV, a, vii of this Request for Proposals (RFP) for state intergovernmental consulting assistance is identical to the RFP for federal intergovernmental relations consulting assistance, therefore they would move this item as amended.

Commissioner Reinhardt moved approval of amendment and the following resolution, seconded by Commissioner Parker. Ayes - Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R09-38)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the transit projects that benefit the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the state level; and

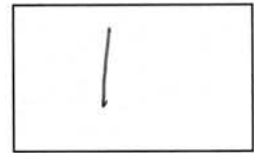
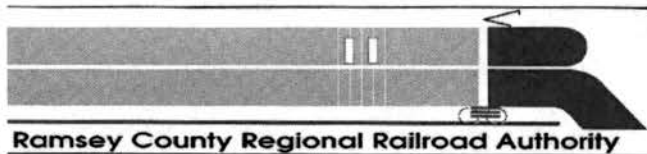
WHEREAS, The Ramsey County Regional Railroad Authority has an existing contract for state intergovernmental relations that is set to expire on December 31, 2009; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having state funded assistance in planning and implementation of transit corridors; and

WHEREAS, The service of a state intergovernmental consulting firm is helpful in assuring that outcome; Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a request for proposals for state intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

There being no further business, Chair McDonough declared the meeting adjourned at 10:47 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/6/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

EXECUTIVE SUMMARY

Background

The Red Rock Corridor is a 30 mile transitway corridor that originates in Hastings, travels to the St. Paul Union Depot and continues on to Minneapolis. Under the Joint Powers Agreement, the Corridor is managed by the Red Rock Corridor Commission (Commission) which includes the Ramsey County Regional Railroad Authority (RCRRA). In 2007 the Commission completed an Alternatives Analysis for the Corridor identifying commuter rail as the preferred long-term transit mode for the Corridor.

Prior to the implementation of commuter rail, multiple studies need to take place including station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering. At its September 24, 2009 meeting, the Commission selected a consultant to complete the South East Stations Station Area Master and Site Planning Study. The Commission authorized the RCRRA to enter into an agreement with the Metropolitan Council to access 5339 federal funds for the completion of the Economic Analysis of the St. Paul Union Depot and the East Metro Railroad Capacity Analysis.

(Executive Summary continued on next page)

ACTION REQUESTED

1. Approve Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: the Economic Analysis for the Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis.
2. Authorize the Chair to execute Subrecipient Agreement SG-2009-050.
3. Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

SUBJECT: Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

(Executive Summary continued)

The Metropolitan Council has a grant agreement with the Federal Transit Administration that allows the 5339 federal funds to be utilized on these studies. These funds are accessed via a Subrecipient Agreement between the Metropolitan Council and the RCRRA. The Subrecipient Agreement also includes funding for the East Metro Travel Time Benefit and Coordination of Corridors into Downtown St. Paul studies. The RCRRA agreed to provide the local match to these studies in resolution R09-12 passed on April 14, 2009.

The RCRRA has identified the completion of the Economic Analysis of the St. Paul Union Depot and the East Metro Railroad Capacity Analysis studies the highest priorities of all the studies. The completion of these studies will benefit the Corridor by analyzing and identifying the economic impact of the St. Paul Union Depot and will allow freight railroads and local units of government to collaboratively identify and recommend solutions to the capacity constraints within the Corridor.

SUBJECT: Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

ATTACHMENTS:

Subrecipient Agreement SG-2009-050

PREVIOUS ACTION:

On April 14, 2009, the Ramsey County Regional Railroad Authority accepted Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provided RRA levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning and to provide up to \$762,500 in levy funds to match federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, the East Metro Railroad Capacity Analysis, East Metro Travel Time Benefit and Coordination of Corridors into Downtown St. Paul studies.

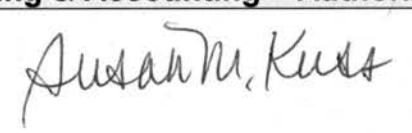
On September 1, 2009 the Ramsey County Regional Railroad Authority approved a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.

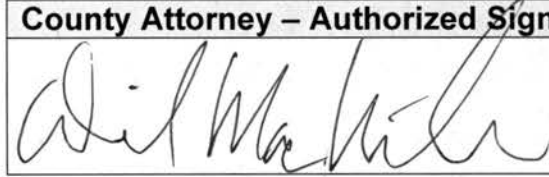
COUNTY MANAGER'S COMMENTS:

Approval of the Subrecipient Agreement maximizes the Regional Railroad Authority's opportunity to receive Federal funding for the Red Rock Corridor.

SUBJECT: Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

Regional Railroad Authority – Authorized Signature	Date
	9/29/09

Budgeting & Accounting – Authorized Signature	Date
	9/29/09

County Attorney – Authorized Signature	Date
	9/29/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of a Subrecipient Agreement with the Metropolitan Council for Red Rock Corridor Studies

Draft Resolution

1 WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot
2 in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the
3 freight tracks; and

4
5 WHEREAS, the Red Rock Corridor Commission ("Commission") was formed in 1998 by a
6 Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

7
8 WHEREAS, the Ramsey County Regional Railroad Authority ("RCRRA") is a member of the
9 Commission; and

10
11 WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the
12 need to complete station area master planning, railroad capacity analysis, economic impact
13 analysis, environmental work, and engineering prior to the implementation of commuter rail; and

14
15 WHEREAS, in resolution R09-12 the RCRRA agreed to provide up to \$762,500 covering
16 the 20% match to federal funds for the completion of the Economic Analysis of the St. Paul Union
17 Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit and East
18 Metro Railroad Capacity Analysis studies; and

19
20 WHEREAS, the Commission has identified \$3,050,000 in federal 5339 funds to cover the
21 remaining 80% of the studies' costs; and

22
23 WHEREAS, on September 24, 2009 the Commission authorized the RCRRA to access
24 federal funding for these studies; and

25
26 WHEREAS, the Metropolitan Council currently has a grant agreement with the Federal
27 Transit Administration covering the 5339 funds; and

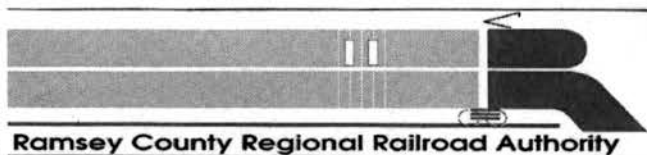
28
29 WHEREAS, federal funds will be reimbursed to the RCRRA through a Subrecipient
30 Agreement with the Metropolitan Council; Now Therefore Be it

31
32 RESOLVED, that the RCRRA approves Subrecipient Agreement SG-2009-050 with the
33 Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies:
34 Economic Analysis for the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul,
35 East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis, and Be It Further

36
37 RESOLVED, that the RCRRA authorizes the Chair to execute Subrecipient Agreement SG-
38 2009-050 between the Ramsey County Regional Railroad Authority and the Metropolitan Council,
39 and Be It Further

40
41 RESOVLED, that the RCRRA authorizes the County Manager to make any necessary
42 budget adjustments in a form approved by Budgeting and Accounting.

5



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/06/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an interest in promoting the revitalization of Union Depot into the region's premier Multi-Modal Transportation Hub. The production of a promotional video highlighting the renovated Depot, including the concourse, head house, train deck, parking and bicycle facilities, will assist the RCRRA in fostering continued support for the project. The video will serve as an informational tool to be displayed during interactions with the public, the media, and elected officials. The video is expected to be permanently displayed on the County and RCRRA websites' and distributed to local and regional media outlets.

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for professional services in the production of a 3D visualization video for Union Depot, in accordance with the County Board policies and procedures on Requests for Proposals and evaluation of proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a proposer.

SUBJECT: Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

ATTACHMENTS:

Request for Proposals for the Creation of 3D Animation Videos

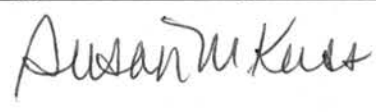
PREVIOUS ACTION:

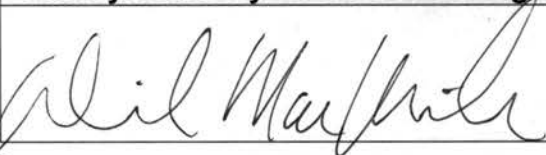
COUNTY MANAGER'S COMMENTS:

Issuing a Request for Proposals is consistent with County Board Policies for a competitive solicitation process.

SUBJECT: Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

Regional Railroad Authority – Authorized Signature	Date
	7/29/09

Budgeting & Accounting – Authorized Signature	Date
	9/29/09

County Attorney – Authorized Signature	Date
	9/29/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for professional services in the production of a 3D visualization video showcasing the renovated Union Depot

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to promote transit
2 projects that benefit the citizens of Ramsey County; and

3
4 WHEREAS, Union Depot is expected to be the premier Multi-Modal Transportation Hub in
5 the Twin Cities region; and

6
7 WHEREAS, a video displaying the future build-out of Union Depot would assist in promoting
8 the Ramsey County Regional Railroad Authority's vision for Union Depot; Now Therefore Be It

9
10 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes staff to issue a
11 Request for Proposals for professional services in the production of a 3D visualization video for
12 Union Depot, in accordance with the County Board policies and procedures on Requests for
13 Proposals and evaluation of proposals, with direction to staff to return to the Ramsey County
14 Regional Railroad Authority Board with a recommendation for selection of a proposer.

REQUEST FOR PROPOSALS (RFP)
CREATION OF 3D ANIMATION VIDEOS

September 29, 2009

Ramsey County RRA RFP # _____

I. **Project Information**

a. **Project Overview**

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from a qualified individual or firm to create a professional 3D video animation of the Union Depot rehabilitation project in St. Paul. The RCRRA is also soliciting proposals for creation of a professional video animation of the rail route between Chicago and St. Paul Union Depot on behalf of a Joint Powers Board promoting high speed rail in the current river corridor. The two video animations may be done together, or as separate projects at the sole discretion of the RCRRA.

b. **Background**

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot Multimodal Transportation and Transit Hub in downtown St. Paul.

c. **Project Information Contact**

Proposers may not contact department staff or elected officials directly. Noncompliance will disqualify the Proposer. All questions related to the specific project requirements must be submitted in writing to the RFP administrator by 4:00 PM on October 14, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

d. Questions may be submitted via facsimile at (651) 266-8919, or e-mailed to: susan.feuerherm@ci.stpaul.mn.us.

e. Proposers must comply with the provisions of the County's Evaluation of Proposals: Rules and Guidelines, attached hereto and made part of this RFP as **Appendix A**. Contract General Terms and Conditions are attached as **Appendix B**.

II. **Scope of Services**

a. **General**

RCRRA is seeking a qualified video animation firm to create two animated videos to help secure additional funding, support and approvals for the Union Depot rehabilitation project and construction of a high-speed rail line from St. Paul Union Depot to Chicago. The individual or firm will work directly with the Chair and members of the RCRRA, the Director of the RCRRA and Ramsey County's communications staff or their designees.

The successful candidate will report directly to the Ramsey County Director of Communications. The contract will be administered by RCRRA.

b. Project Services

The following tasks are included to guide the proposing individual or firm in the development of project approaches, schedules, and budgets:

- A short video showing the HSR route from Chicago to St. Paul (zipping from Chicago to the Minnesota line very quickly, then spending more time following the river route and highlighting each current Amtrak stop from La Crescent to the Depot. We envision this video running 1:30 to 3 minutes.
- A 3D tour of the Depot complex, including the concourse, showing the flow of the various transit modes (HSR, passenger rail, light rail, buses, cars, bicycles); ticketing and info kiosks; and the head house, showing the lobby area with retail/restaurants, as well as a rider board and map showing local and regional destinations, and the planned bicycle commuter facilities. We envision this video running 3 to 5 minutes.
- If RCRRA decides to proceed with one or both, a video marrying the river route video and depot tours above. 3-5 minutes.
- A short — 30 seconds — compressed tour of the river route for use on video blogs and web sites.
- A short — 30 seconds — compressed tour of the depot.

III. Request for Proposals Timetable

Activity	Completion Date
RFP Released	Oct. 7, 2009
Written Questions Received (4:00pm)	October 14, 2009
Response to Questions Released (4:00pm)	October 21, 2009
Proposals Due (2:00pm)	October 28, 2009
Proposal Review & Oral Interviews (if necessary)	October 28-November 6, 2009
Board Approval	November 17, 2009
Initiation of Negotiations	November 17, 2009
Contract Award and Notice to Proceed	November 17, 2009

IV. Proposal Submission

a. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed bid process of the Division of Contract and Analysis

Services, and be signed by an officer of the company who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

- i. Profile of proposer, including size and organizational structure.
- ii. Description of proposer's overall approach.
- iii. Breakdown of project by phases or tasks. For each phase or task listed, identify:
 1. Specific staff to be involved, roles, responsibilities
 2. Time commitment for each person
 3. County responsibilities
- iv. Description of proposer's past experience providing similar services
 1. Names and addresses of contact persons
 2. Description of services provided
 3. Length of contract

b. Proposal Submission Process

- i. Notice to Proposer:
 1. Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 2. The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
 3. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
 4. The RCRRA is not bound to accept the lowest cost proposal.
 5. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
 6. The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
 7. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 14, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

Proposers must comply with the provisions of **Appendix A**, the RCRRA's Evaluation of Proposals: Rules and Guidelines.

ii. Questions

Proposers are to submit questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on October 14, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to:
susan.feuerherm@ci.stpaul.mn.us.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 21, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above.

Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

c. Submission

i. Proposals are due by 2:00 p.m. on Wednesday, October 28, 2009. Submit to:

Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Faxed proposals will not be accepted.

ii. The response must include an original and five copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.

iii. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

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

The RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

1. preparing its proposal in response to this RFP;
2. submitting that proposal to the RCRRA;

- 3. negotiating with the RCRRA any matter related to this proposal; or
- 4. any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.
- v. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
- vi. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

a. Evaluation

- i. The County reserves the right to waive any minor irregularities in the proposal request process.
- ii. The County reserves the right to interview any or all proposers at its discretion.
- iii. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**.
- iv. The Proposal Evaluation Team will be made up with individuals from RCRRA and Ramsey County.
- v. The County will review and evaluate proposals based on the following criteria:
 - 1. The experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel
 - 2. Ability to meet Project requirements
 - 3. Ability to meet Project time line
 - 4. Cost
- vi. The Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Proposal Evaluation Team.

b. Contract

- i. The agreement to be executed between the successful proposer and RCRRA will include the provisions of the RCRRA's General Terms and Conditions, attached hereto and made a part of this RFP as **Appendix B** and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the County.
- ii. The agreement will include the following payment provisions: "Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed upon project milestones. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

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

- iii. Prior to execution of a contract by the RCRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Appendix B**.

Appendix A
EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact RCRRA staff, elected officials, or evaluation team members directly during that time will result in rejection of a proposal.**
4. If a vendor contacts RCRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3., above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, RCRRA staff, elected officials, or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the RCRRA's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRA's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:
 - a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.

- c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the RCRRA. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. The issuing department will coordinate preparation of the summaries and documentation for RCRRA approval.

APPENDIX B
GENERAL TERMS AND CONDITIONS

1. 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.

2. Indemnification

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

3. Insurance

1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
2. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

- 2.2 Workers' Compensation and Employer's Liability
 - 2.2.1 Workers' Compensation as required by Minnesota Statutes
 - 2.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.3.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.3.2 All policies shall be written as acceptable to the RCRRRA.
 - 2.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
- 4. All Certificates of Insurance shall provide that the insurance company gives the RCRRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- 5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- 6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRRA. Copies of insurance policies shall be submitted to the RCRRRA upon request.
- 7. Nothing in this Agreement shall constitute a waiver by the RCRRRA of any statutory or common law immunities, limits, or exceptions on liability.
- 8. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
- 4. **Non-Assignability**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRRA.
- 5. **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 RCRRRA 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.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. 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 results of such efforts, including employment by job classification.

9. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

10. 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 Agreement. 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.

11. Subcontractor Payment

The Contractor shall pay any subcontractor 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 1 1/2 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.

12. Setoff

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

13. Data Practices

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

14. Compliance With Applicable Law

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

15. Audit

Until the expiration of six (6) 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 sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

16. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

17. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the 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 the Contractor, the Contractor will 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 the Contractor will or will not resign from the other engagement or representation.

18. Waste Reduction

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

19. Alteration

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

20. 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.

21. 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.

22. Prompt Payment

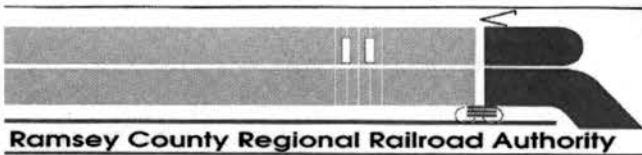
Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

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

24. Entire Agreement

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



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/06/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Joint Powers Agreement with Ramsey County

EXECUTIVE SUMMARY

Background

The Ramsey County Regional Railroad Authority (RCRRA) intends to revitalize the Union Depot (Depot) into the region's premier multi-modal transportation hub. The RCRRA also aims to seek federal funding assistance through the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER) programs. These federal programs require several criteria. One particular approval criterion of ARRA requires improvements to Union Depot be completed by September 2012.

In order for the Union Depot revitalization to be completed in this shortened timeframe, an expedited procurement process must be used. The RCRRA may use two expedited procurement processes, 'best value' or design/build. State statutes allow the use of the 'best value' procurement process, but do not authorize rail authorities to utilize design/build. Ramsey County and RCRRA staff have limited experience working with the 'best value' procurement process and are not certain that it would be helpful in meeting the federal program time constraints. Ramsey County, through the powers allowed under its home rule charter, has successfully utilized the design/build procurement process in other projects including the construction of municipal buildings.

(Executive Summary continued on next page)

ACTIONS REQUESTED

1. Execute a Joint Powers agreement between the Ramsey County Regional Railroad Authority and Ramsey County
2. Authorize the Chair to sign the Joint Powers Agreement

SUBJECT: Joint Powers Agreement with Ramsey County

(Executive Summary continued)

State statute allows Regional Railroad Authorities to enter into joint powers' agreements with other governmental units, including counties which formed the RCRRA. Such joint powers agreements can provide that the RCRRA can use the county's purchasing and contracting procedures. Since Ramsey County has authority to utilize the design/build process for construction contracts, a joint powers agreement between the RCRRA and Ramsey County would permit the RCRRA to use the county's design/build process. This will permit the RCRRA to meet the federal timelines. The RCRRA may choose to utilize the Ramsey County procurement processes, including Design/build, by entering into a joint powers agreement with the County.

The use of the design/build procurement process for the construction of the Union Depot should not jeopardize the receipt of federal funds, as federal funding partners, including the Federal Highway Administration (FHWA), Federal Transit Administration, and federal Railroad Administration have previously allowed projects nationally to use the design/build process.

In addition to the cost savings of the design/build process, a joint powers agreement would allow the RCRRA to successfully seek federal assistance dollars.

Staff believe an expedited construction timeline can be achieved through the use of a design/build procurement process.

SUBJECT: Joint Powers Agreement with Ramsey County

ATTACHMENTS:

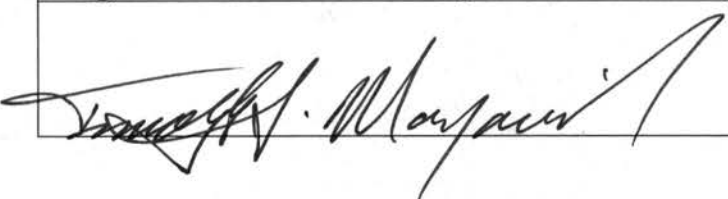
1. Memorandum from David MacMillan, County Attorney
2. Joint Powers Agreement between the County of Ramsey and the Ramsey County Regional Railroad Authority

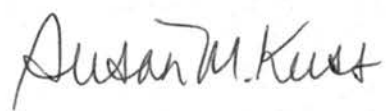
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

A Joint Powers Agreement would assist the RCRRA in securing federal stimulus funds for the revitalization of Union Depot.

SUBJECT: Joint Powers Agreement with Ramsey County

Regional Railroad Authority – Authorized Signature	Date
	9/29/09

Budgeting & Accounting – Authorized Signature	Date
	9/29/09

County Attorney – Authorized Signature	Date
	9/29/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Joint Powers Agreement with Ramsey County

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey
3 County; and
4

5 WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under
6 the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail
7 (HSIPR) program and Transportation Investments Generating Economic Recovery (TIGER)
8 programs to complete the project; and
9

10 WHEREAS, The ARRA program and the Union Depot project schedule require construction
11 to begin in 2010 and be completed in 2012; and
12

13 WHEREAS, The use of a design/build procurement process allowed by Ramsey County
14 would aid RCRRA in meeting this shortened timeframe. Now Therefore Be It
15

16 RESOLVED, that the Ramsey County Regional Railroad Authority execute a Joint Powers
17 agreement with Ramsey County; and Be it Further
18

19 RESOLVED, that the Board authorize the Chair to sign the agreement on behalf of the
20 RCRRA.

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: September 23, 2009

SUBJECT: Union Depot Design and Construction Contract Award Methods

Background

The Ramsey County Regional Railroad Authority (RCRRA) is acquiring the Union Depot (the Depot) in downtown St. Paul from the United States Postal Service for the purpose of developing the Depot into a multi-modal transit hub. Because the Depot has been, for years, used as a part of the St. Paul Post Office facility and not as a transit depot, substantial renovation and reconstruction of the Depot facility is necessary, at substantial cost.

It is our office's understanding that the United States Congress, as part of its 2009 economic stimulus package, has made available substantial funds which can be used by state and local governments to assist in financing projects such as the Union Depot renovation. It is further our office's understanding that Congress has attached significant time constraints on the availability and use of these funds. In order to obtain these funds, projects must be ready to begin construction no later than September 30, 2010, and the project must be completed no later than two years from obligation of funds.

The usual construction project requirements of Minn. Stat. § 471.345, which requires separate and serial procedures for project design and construction, would require lengthy time periods extending beyond the deadlines for the federal funds, which would jeopardize the RCRRA's ability to qualify for the federal funds.

As a consequence of this time constraint, you have asked whether there are available to the RCRRA statutory approved mechanisms to accelerate the public procurement process so that the RCRRA may meet the federal deadlines.

6

Opinion

As previously stated, construction projects and contracts let by municipalities must conform to the provisions of Minn. Stat. § 471.345. In the context of this statute, by definition, the RCRRA is a municipality and hence bound by the provisions of this statute.

This statute, generally requires that for construction projects, sealed bids must be solicited for construction projects, and the contract must be awarded to the lowest responsible bidder taking into consideration, among others, conformity with the project specifications. Implicit in this formulation is the requirement that there exists detailed specifications which are provided bidders. Such specifications are prepared by architects and engineers **before** bids for construction can be solicited.

There are, however, two procedures which permit construction projects to be undertaken in a time compressed manner. These are generally referred to as "design/build" projects where the municipal authority requests proposals for both designing a project and constructing the project. This permits contractors to design and construct the project simultaneously, rather than serially, thus reducing the time for completion of the project.

In 2007, the State Legislature also enacted amendments to Minn. Stat. § 471.345 which permits municipalities to utilize the "best value" procurement procedure of Minn. Stat. § 16C.28, subd. 1(a)(2) and (c). This statute has strict procedural requirements but does allow for a contract for construction to be let before the design process is completed.

The question is whether the RCRRA has authority to use either of the above contract methods (design-build or best value).

A. STATUTORY AUTHORITY – DESIGN-BUILD.

The RCRRA is a political subdivision of the State of Minnesota under the provisions of Minn. Stat. § 398A.04, subd. 1. As such, the RCRRA is a municipality as defined by Minn. Stat. § 471.345, subd. 1, and therefore subject to the bidding requirements of that statute. The RCRRA does **not** have independent authority to use design-build contract methods, and if it seeks an accelerated contracting process, it must use the "best value" methodology of Minn. Stat. § 16C.

B. OTHER AUTHORITY.

The RCRRA has authority, under Minn. Stat. § 398A.04, subd. 9, to enter into a joint powers agreement under Section 471.59 with, among others, the County of Ramsey. Minn. Stat. § 471.59, subd. 1, provides that two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties – in this case, the power to enter into construction contracts. Minn. Stat. § 471.59, subd. 8, further provides that a County can enter into an agreement with another governmental unit (e.g., the RCRRA) to provide any function which that unit could provide for itself. Further, Minn. Stat. § 471.59, subd. 10, provides that a

governmental unit (the County) may enter into an agreement with another government unit (the RCRRA) to perform on behalf of such unit (the RCRRA) any function which the providing unit (the County) is authorized to provide for itself.

Finally, Minn. Stat. § 471.59, subd. 3, provides that contracts let and purchases made should conform to the requirements applicable to any one of the parties, as specified in the agreement.

In summary, the RCRRA and Ramsey County may enter into a joint powers agreement whereby Ramsey County, using its procurement procedures, procures the contracts for reconstruction of the Depot using its (the County's) procurement procedures.

This is significant because Ramsey County has adopted a home rule charter which permits it to use design-build methods for construction contracts. This would permit the Union Depot project to use the design-build method of contract procurement, through the County's contract procedures.

Summary

In summary, the RCRRA has available to it two mechanisms to accelerate the Depot project procurement process to enable it to meet federal funding for timelines for the project. First, the RCRRA may use the "best value" approval to contract procurement outlined in Minnesota Statutes Chapter 16C. Second, the RCRRA may use Ramsey County's procurement process, which includes design-build, pursuant to an appropriately drafted and entered into joint powers agreement between the RCRRA and Ramsey County. At present, however, there is no such agreement, and the RCRRA may not use the County's design-build procurement authority or methodology.

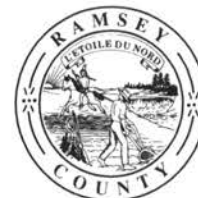
OFFICE OF THE RAMSEY COUNTY ATTORNEY

Susan Gaertner, County Attorney

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Civil Division



MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David MacMillan
Ramsey County Attorney's Office

DATE: September 23, 2009

SUBJECT: Union Depot Design and Construction Contract Award Methods

Background

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It is our office's understanding that the United States Congress, as part of its 2009 economic stimulus package, has made available substantial funds which can be used by state and local governments to assist in financing projects such as the Union Depot renovation. It is further our office's understanding that Congress has attached significant time constraints on the availability and use of these funds. In order to obtain these funds, projects must be ready to begin construction no later than September 30, 2010, and the project must be completed no later than two years from obligation of funds.

The usual construction project requirements of Minn. Stat. § 471.345, which requires separate and serial procedures for project design and construction, would require lengthy time periods extending beyond the deadlines for the federal funds, which would jeopardize the RCRRA's ability to qualify for the federal funds.

As a consequence of this time constraint, you have asked whether there are available to the RCRRA statutory approved mechanisms to accelerate the public procurement process so that the RCRRA may meet the federal deadlines.

Opinion

As previously stated, construction projects and contracts let by municipalities must conform to the provisions of Minn. Stat. § 471.345. In the context of this statute, by definition, the RCRRA is a municipality and hence bound by the provisions of this statute.

This statute, generally requires that for construction projects, sealed bids must be solicited for construction projects, and the contract must be awarded to the lowest responsible bidder taking into consideration, among others, conformity with the project specifications. Implicit in this formulation is the requirement that there exists detailed specifications which are provided bidders. Such specifications are prepared by architects and engineers **before** bids for construction can be solicited.

There are, however, two procedures which permit construction projects to be undertaken in a time compressed manner. These are generally referred to as “design/build” projects where the municipal authority requests proposals for both designing a project and constructing the project. This permits contractors to design and construct the project simultaneously, rather than serially, thus reducing the time for completion of the project.

In 2007, the State Legislature also enacted amendments to Minn. Stat. § 471.345 which permits municipalities to utilize the “best value” procurement procedure of Minn. Stat. § 16C.28, subd. 1(a)(2) and (c). This statute has strict procedural requirements but does allow for a contract for construction to be let before the design process is completed.

The question is whether the RCRRA has authority to use either of the above contract methods (design-build or best value).

A. STATUTORY AUTHORITY – DESIGN-BUILD.

The RCRRA is a political subdivision of the State of Minnesota under the provisions of Minn. Stat. § 398A.04, subd. 1. As such, the RCRRA is a municipality as defined by Minn. Stat. § 471.345, subd. 1, and therefore subject to the bidding requirements of that statute. The RCRRA does **not** have independent authority to use design-build contract methods, and if it seeks an accelerated contracting process, it must use the “best value” methodology of Minn. Stat. § 16C.

B. OTHER AUTHORITY.

The RCRRA has authority, under Minn. Stat. § 398A.04, subd. 9, to enter into a joint powers agreement under Section 471.59 with, among others, the County of Ramsey. Minn. Stat. § 471.59, subd. 1, provides that two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties – in this case, the power to enter into construction contracts. Minn. Stat. § 471.59, subd. 8, further provides that a County can enter into an agreement with another governmental unit (e.g., the RCRRA) to provide any function which that unit could provide for itself. Further, Minn. Stat. § 471.59, subd. 10, provides that a

governmental unit (the County) may enter into an agreement with another government unit (the RCRRA) to perform on behalf of such unit (the RCRRA) any function which the providing unit (the County) is authorized to provide for itself.

Finally, Minn. Stat. § 471.59, subd. 3, provides that contracts let and purchases made should conform to the requirements applicable to any one of the parties, as specified in the agreement.

In summary, the RCRRA and Ramsey County may enter into a joint powers agreement whereby Ramsey County, using its procurement procedures, procures the contracts for reconstruction of the Depot using its (the County's) procurement procedures.

This is significant because Ramsey County has adopted a home rule charter which permits it to use design-build methods for construction contracts. This would permit the Union Depot project to use the design-build method of contract procurement, through the County's contract procedures.

Summary

In summary, the RCRRA has available to it two mechanisms to accelerate the Depot project procurement process to enable it to meet federal funding for timelines for the project. First, the RCRRA may use the "best value" approval to contract procurement outlined in Minnesota Statutes Chapter 16C. Second, the RCRRA may use Ramsey County's procurement process, which includes design-build, pursuant to an appropriately drafted and entered into joint powers agreement between the RCRRA and Ramsey County. At present, however, there is no such agreement, and the RCRRA may not use the County's design-build procurement authority or methodology.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF RAMSEY AND THE
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2009, between the Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota, and the County of Ramsey (the County), a Minnesota home rule charter county and political subdivision of the State of Minnesota.

RECITALS

WHEREAS, in 1987 the County, acting under the authority granted to it by Minnesota Statutes Chapter 398A, established the RCRRA as a political subdivision of the State of Minnesota to perform the functions and duties authorized and prescribed by said Chapter; and

WHEREAS, under the provisions of Chapter 398A and Minnesota Statutes Section 471.59 the RCRRA and the County are authorized to enter into agreements respecting the joint exercise of their powers; and

WHEREAS, since establishment of the RCRRA, the County has provided all administrative, financial, personnel, and legal services to the RCRRA; and

WHEREAS, the RCRRA and County have found this organizational relationship to be beneficial to both parties and the citizens of Ramsey County; and

WHEREAS, the powers to be exercised by the County on behalf of and under the direction and control of the RCRRA are deemed to be for the benefit and welfare of the citizens of Ramsey County.

NOW, THEREFORE, in consideration of the mutual and reciprocal promises, duties, and obligations herein, the RCRRA and County hereby agree as follows:

ARTICLE I.
PURPOSE

This agreement is to establish an organizational structure for the RCRRA which will best utilize personnel and other resources for effectuating the intent and purposes of Minnesota Statutes Chapter 398A.

ARTICLE II.
DUTIES OF THE COUNTY

1. The County shall provide to the RCRRA the herein enumerated services:
 - a. Budget and Accounting. The County shall provide budget and accounting services including, but not limited to, preparation of the annual budget of the RCRRA; presentation of the annual budget to the RCRRA; maintaining, on a continuing basis, such books of account, records, and documents as are ordinary and customary for governmental accounting and auditing purposes; and related financial services.
 - b. Legal Services. The County, through the Ramsey County Attorney's Office, shall provide legal services and representation to the RCRRA.
 - c. Personnel and Human Resources. The County shall provide personnel and human resource services including, but not limited to, recruitment, payroll, benefits, position classification, collective bargaining, and related services.
 - d. General Administration. The County shall provide general management and administration for the RCRRA.
2. All persons employed by the County to provide the services described in this Article to the RCRRA shall be employees of the County and shall be entitled to all benefits of County employees.
3. The County shall maintain appropriate time records of all employees provided to perform the services on behalf of the RCRRA outlined in this Article. Charges for time of County staff assigned shall be made and presented to the RCRRA monthly at a rate equal to the hourly rate plus benefits paid to County staff for the services provided, or at such other rate as the County and the RCRRA shall decide.
4. Funds and Accounting. The County shall maintain separate and identifiable funds and accounts for all receipts and disbursements of the RCRRA. Except as provided herein as compensation for services rendered by the County to the RCRRA, the County shall not

borrow, use, or appropriate any monies or funds of the RCRRA for County purposes, without the express written consent of the RCRRA.

5. Contracts and Purchases. The RCRRA may, in its discretion, use the purchasing and contract procedures of the County or may, in its discretion, use its own statutorily authorized procedures. When performing purchasing and contract services on behalf of the RCRRA, the County shall be deemed an agent of the RCRRA and all contracts and purchases made on behalf of the RCRRA shall be in the name of the RCRRA and not the County. The County shall not be liable for such purchases or contracts.

ARTICLE III. DUTIES OF THE RCRRA

1. The RCRRA shall reimburse the County for all services provided by the County according to the provisions of Article II of this Agreement.
2. The RCRRA shall have the right to direct the County to change the employee or employees providing the services in Article II.

ARTICLE IV. MISCELLANEOUS

1. 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 County as the employee of the RCRRA for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor representatives are employees of the RCRRA. From any amounts due the County, 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 County.

2. Non-Assignability. The County shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.
3. Equal Employment Opportunity. The County agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.
4. Workforce Diversity. The County 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 RCRRA, submit a written report to the RCRRA regarding the efforts and results of such efforts, including employment by job classification.
5. Workplace Violence Prevention. The County shall make all reasonable efforts to ensure that the County's employees, officials and subcontractors do not engage in violence while performing under this Agreement. 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.
6. Audit. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the County, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures of the County.

7. Termination. Either the RCRRA or County may terminate this Agreement for any reason upon six months' written notice to the other party. This Agreement shall terminate and be of no further force or effect six calendar months after the date of the resolution of the governing body of the party terminating this Agreement.
8. Amendment. The terms of this Agreement may be modified, revoked, or otherwise changed only by written agreement between the parties duly approved by their respective governing bodies.
9. Term. This Agreement shall have an indefinite term, unless terminated as provided herein.

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

FOR THE COUNTY OF RAMSEY:

FOR THE RAMSEY COUNTY REGIONAL
RAIL AUTHORITY

Jan Parker
Chair

Jim McDonough
Chair

Date: _____

Date: _____

Bonnie Jackelen
Chief Clerk

Director, RCRRA

Date: _____

Date: _____

Approved as to form:

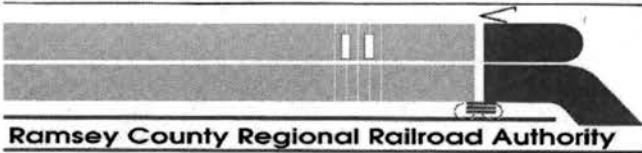
Approved as to form:

Assistant County Attorney

Assistant County Attorney

Date: _____

Date: _____



4

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 10/06/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

EXECUTIVE SUMMARY

Background

In July, 2009, the RCRRA authorized the release of a Request for Proposals (RFP) for preliminary engineering services for the Union Depot Multimodal Transit and Transportation Hub project when approved by funding agencies. Since that time, the Minnesota Department of Transportation (MnDOT) agreed to submit a request for funding for the Depot under the American Recovery and Reinvestment Act (ARRA) High Speed and Intercity Passenger Rail (HSIPR) program. The HSIPR program is an \$8 billion program that supports investments in intercity passenger rail that are ready for relatively quick implementation as part of the Federal stimulus program. States are the only governmental units eligible to apply for this program. The Depot budget was updated and supporting documentation prepared in accordance with HSIPR program rules. MnDOT filed an application for the Depot for \$135.8 million in HSIPR funding on August 24, 2009, that would allow for completion of the project with other funding already committed or requested. The Depot is the only project in Minnesota eligible for construction funding under the first round of the HSIPR program.

(Executive Summary continued on next page)

ACTION REQUESTED

Authorize the Ramsey County Regional Railroad Authority staff to issue a Request for Proposals for Construction Manager/Design Team services, upon approval of the joint powers agreement by the County and in a form to be approved by the County Attorney's Office, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

(Executive Summary continued)

Another part of the ARRA stimulus program is called Transportation Investments Generating Economic Recovery (TIGER). This \$1.5 billion program is for projects of national and regional significance. It is open to state and local governments for any type of major transportation improvement. The TIGER program has very comprehensive requirements for cost-benefit analysis for applications over \$100 million. Work done by the RCRRA's Program Management Consultant, AECOM USA, Inc., shows that the Depot project provides an excellent cost-benefit ratio of approximately 3.57 to one under the calculation methods suggested in the TIGER program. Information prepared for the HSIPR application was modified as needed for the TIGER program and an application for \$135.8 million was submitted by RCRRA by the September 15 deadline. Funding from either program or a combination of the two would allow RCRRA to complete the Depot project for Amtrak, intercity and local buses, bicycles and auto access as provided in the Environmental Assessment as well as provide for future accommodations for commuter, high-speed, and light rail operation.

While the Depot project is well aligned with both programs, the smaller size of the TIGER program budget nationally and the broad range of eligible projects may mean that the HSIPR program is the more likely option to secure significant funding for the Union Depot. While both programs stress timely action to contribute to economic recovery, the HSIPR requirements for the first round of construction funding are stricter. Staff has developed a schedule approach that would meet these requirements. The HSIPR funding must be obligated by September 30, 2010, with construction completed two years after obligation. The traditional approach for transit projects of preliminary engineering, final design and construction would not create a construction schedule that meets those schedule requirements.

Approach

Staff believes the Construction Manager/Design Team approach typically used by the County for construction projects would streamline the Depot project. This approach has been used by Ramsey County for building construction projects. It uses a designer/constructor team to complete the project. This process is not often used in Minnesota for transportation projects due to State requirements, but it appears to be permitted in Federal programs. For example, the Hiawatha light rail project and the Denver Union Station project both used design build.

Legal counsel has prepared an opinion indicating that RCRRA and the County should develop a Joint Powers Agreement that would allow RCRRA to use the Ramsey County Construction Manager/Design Team approach for the Union Depot project.

The tight schedule requirements for the stimulus programs drive a need to move the project forward expeditiously so that a team can be selected by the end of the year and significant construction work can start next year. That construction work would initially use part of the \$45 million in SAFETEA-LU funding that will be available now that the Environmental Assessment is complete.

The current draft schedule calls for early design work, starting the first of the year resulting in a design package and guaranteed maximum price for interior and some structural work to begin in May while the rest of the design is completed. The design and guaranteed maximum price for the rest of the project would be completed in the fall of 2010 to allow construction to be completed by September 30, 2012, as called for in the HSIPR program.

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

The same project budget was submitted in both the TIGER and HSIPR ARRA applications:

<u>Uses (millions of YOE dollars)</u>			
<u>Sources</u>	<u>Right of Way</u>	<u>Design & Construction</u>	<u>TOTAL</u>
SAFETEA-LU §1301	\$18.1	\$26.9	\$45.0
FTA §5309 (FY04,06,09)	\$0.0	\$3.1	\$3.1
State Bond Funds	\$3.5	\$9.0	\$12.5
RCRRA Funds	\$36.2	\$4.9	\$41.1
TIGER Grant	\$0.0	\$135.8	\$135.8
TOTAL	\$57.8	\$179.7	\$237.5

This does not include \$8.9 million in RCRRA funding used to purchase the parking areas east of Broadway in prior years.

If either ARRA application, or a combination of the two, is successful, that funding would be used to complete the project. If not, hold points will be included in the contract to allow RCRRA to consider alternative budget and schedule options.

This contracting approach has worked well for the County in the past and appears to be consistent with State and Federal laws. However, it is not a typical approach for transportation projects. In addition, this approach is somewhat new to the local transportation contracting community and to the Federal and State funding agencies. There may be changes required as the rfp proceeds, but it appears that issuing a request for proposals is the best way to identify these issues and resolve them.

Any contract developed as part of this request for proposals would return to the RCRRA Board for consideration

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

ATTACHMENTS:

Draft schedule

PREVIOUS ACTION:

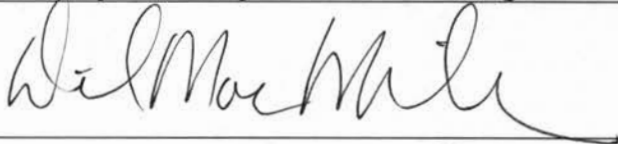
COUNTY MANAGER'S COMMENTS:

Issuing a Request for Proposals maximizes the Railroad Authority's opportunity to receive Federal funding for this important project and is consistent with County Board policies for a competitive solicitation process.

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

Regional Railroad Authority – Authorized Signature	Date
	9/29/09

Budgeting & Accounting – Authorized Signature	Date
	9/29/09

County Attorney – Authorized Signature	Date
	9/29/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for Construction Manager / Design Team Services for Union Depot

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of Ramsey
3 County; and

4
5 WHEREAS, The Ramsey County Regional Railroad has applied for Federal funding under
6 the American Recovery and Reinvestment Act (ARRA) to complete the project; and

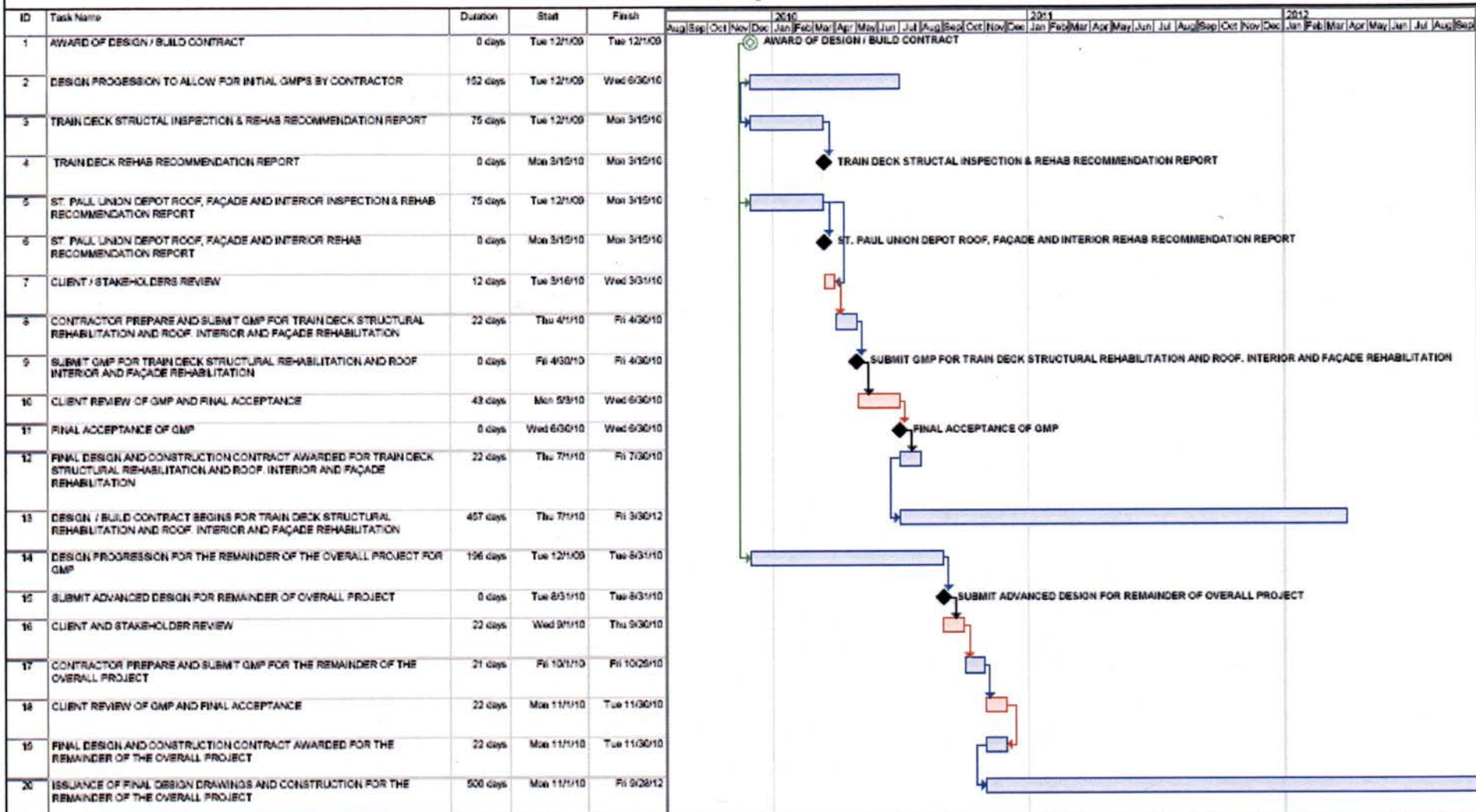
7
8 WHEREAS, The ARRA program and the Union Depot project schedule require construction
9 to begin in 2010 be completed in 2012; and

10
11 WHEREAS, The Ramsey County Regional Railroad Authority has proposed a Joint Powers
12 Agreement with Ramsey County to use County procurement methods for this project; and

13
14 WHEREAS, The services of a Construction Manager/Design Team will be required to meet
15 the project schedule; Now Therefore Be It

16
17 RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to
18 issue a request for proposals for Construction Manager/Design Team services, upon approval of
19 the joint powers agreement by the County and in a form to be approved by the County Attorney's
20 Office, with direction to staff to return to the Regional Railroad Authority with a recommendation for
selection of a proposer.

ST. PAUL UNION DEPOT - Design / Build Contract Schedule



BLUE BARS: DESIGN / BUILD CONTRACTOR ACTIVITIES
RED BARS: CLIENT ACTIVITIES

Task: [Blue Bar] Progress: [Black Bar] Summary: [Grey Bar] External Task: [Blue Bar] Deadline: [Down Arrow]
Split: [Dashed Line] Milestone: [Diamond] Project Summary: [Grey Bar] External Milestone: [Diamond]