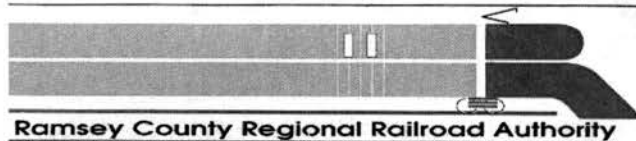




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

REVISED:

Item # 3
added.

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

February 23, 2010

Immediately following the
Council Chambers - T

Abby's
Original

.....
ROLL CALL and Call to Order

AGENDA of the February 23, 2010 Board Meeting

MINUTES of the February 2, 2010 Board Meeting

al.
al.

ADMINISTRATIVE AGENDA

1. Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

Board Action Requested:

Appoint Commissioner Tony Bennett as the Ramsey County Regional Railroad Authority second alternate representative to the I-94 Corridor Commission.

2. Issue a Request for Proposals to provide Building Management Services at The Union Depot

Board Action Requested:

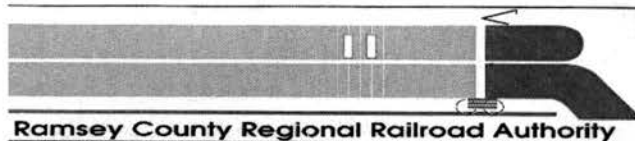
Authorize the County Manager to issue a Request for Proposals to provide Building Management Services at The Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

3. Approve Federal Fiscal Year 2011 Funding Requests

Board Action Requested:

Approve the submission of federal 2011 appropriations requests for Union Depot Multi-modal Transit Hub for \$5.0 million for environmental, engineering, rehabilitation, property acquisition and construction work.

ADJOURNMENT



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

REVISED:

Item # 3
added.

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

February 23, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the February 23, 2010 Board Meeting is presented for approval.

MINUTES of the February 2, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

Board Action Requested:

Appoint Commissioner Tony Bennett as the Ramsey County Regional Railroad Authority second alternate representative to the I-94 Corridor Commission.

2. Issue a Request for Proposals to provide Building Management Services at The Union Depot

Board Action Requested:

Authorize the County Manager to issue a Request for Proposals to provide Building Management Services at The Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

3. Approve Federal Fiscal Year 2011 Funding Requests

Board Action Requested:

Approve the submission of federal 2011 appropriations requests for Union Depot Multi-modal Transit Hub for \$5.0 million for environmental, engineering, rehabilitation, property acquisition and construction work.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

February 2, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Reinhardt, Rettman, McDonough – 6. Absent: Parker - 1. Also present were Julie Kleinschmidt, County Manager, and David MacMillan, Assistant County Attorney.

Chair McDonough called the meeting to order at 9:55 AM.

AGENDA

Commissioner Rettman moved approval of the Agenda of the February 2, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the January 26, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0.

1. Ratification of Report of Contracts

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0. (R10-14)

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 October 1, 2009 through December 31, 2009.

2. Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

Chair McDonough explained that while the post office will continue to utilize the track and platform area for their operations, this is to declare that possession of the concourse has officially been transferred to Ramsey County.

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0. (R10-15)

WHEREAS, In October, 2007, by Resolution No. R07-44, The Ramsey County Regional Railroad Authority (RCRRA) entered into a purchase agreement and contract for deed with the United States Postal Service (USPS) for the purchase of The Union Depot Concourse and related property for the development of a multi-modal transit center in downtown St. Paul, Minnesota; and

WHEREAS, Pursuant to Article 6, paragraph 6.1 of the contract for deed, the RCRRA may acquire possession of the Concourse Structure prior to Deed Effective date as identified in the contract for deed by performing certain acts and by executing a written "Acknowledgement of Concourse Structure Possession Date"; and

WHEREAS, On January 12, 2010, the RCRRA entered into a contract for the design and rehabilitation of the Concourse Structure; and

WHEREAS, Due to the possible availability of Federal Funds the design and rehabilitation of the Concourse Structure is subject to a very fast timetable and design and construction must begin without delay; and

WHEREAS, The Contractor for the RCRRA needed access to the Concourse Structure to conduct tests and surveys as early as possible; and

WHEREAS, There was an urgent need to obtain signature of an official of the RCRRA to the Acknowledgement of Concourse Structure Possession Date to allow the RCRRA'S contractor access to the structure to conduct tests and surveys; and

WHEREAS, Due to the urgency of the need for action and on advice of the County Attorney, the Ramsey County Manager on January 21, 2010, signed the Acknowledgement of Concourse Possession Date, attached hereto as exhibit A, on behalf of the RCRRA; and,

WHEREAS, It is desirable that the RCRRA ratify and confirm the actions of the Ramsey County Manager; and

WHEREAS, additional documents in the form of licenses or permits between the RCRRA and USPS will be necessary to permit the RCRRA contractors to enter on to The Union Depot site for testing purposes, and the contents and nature of such documents will require expedited signature and approval by the RCRRA or its designee; Now, therefore be it

RESOLVED, That the Ramsey County Regional Railroad Authority ratifies and confirms the authority of the Ramsey County Manager to sign the Acknowledgement of Concourse Possession Date attached hereto as Exhibit A, dated January 21, 2010; and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Ramsey County Manager to execute and deliver all documents necessary to obtain access to The Union Depot site for purposes of survey, testing, or other purposes related to the development of The Union Depot as a multi-modal transit hub, subject to prior approval by the County Attorney's office.

3. Authorize a contract for the Economic and Development Potential Study for The Union Depot

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

Commissioner Rettman asked if this contract was in conflict with Mortenson Construction's contract and how much of the area will be studied.

Chair McDonough said this is not part of the Mortenson contract but HR& A Advisors will coordinate with Mortenson on this study.

Steve Morris, Transit Project Manager for the Ramsey County Regional Railroad Authority, stated that the study will consider the downtown development work done by the City but focus on development opportunities for The Union Depot property.

Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0. (R10-16)

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

WHEREAS, The RCRRA has expressed an interest in examining the economic impact and development potential of the Depot; and

WHEREAS, The Economic Analysis and Development Potential 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, and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-14 authorized the RCRRA the use of \$170,000 in 5339 federal funds for the completion of this study, and

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

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

WHEREAS, In resolution R09-47, RCRRA authorized the issuance of a Request for Proposals for an Economic Analysis and Development Potential study of The Union Depot Multimodal Transit and Transportation Hub; and

WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA and Dakota County RRA was formed to review proposals from six firms; and

WHEREAS, The PRC interviewed three consultant firms and recommended the selection of HR&A to complete an Economic Analysis and Development Potential study for the Depot on behalf of RCRRA; and

WHEREAS, In resolution R10-12, RCRRA approved the selection of HR&A Advisors Inc and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for The Union Depot; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) authorize the County Manager to execute a contract with HR&A Advisors Inc, 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

4. Authorize RCRRA funding to the Metropolitan Council for the third Central Corridor infill Station

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

Commissioner Bennett asked if there are plans to create any parking at this station. He also asked if the change in the Cost-Effectiveness Index (CEI), which is now allowing them to move forward with the infill station, would also allow them to add parking.

Chair McDonough said there have been discussions at the Project Office about the parking issue but there is nothing in the project budget that specifically addresses this. This has been an important issue for the community living there as well as Ramsey County. He did not know how the new CEI might affect their ability to add parking around the station.

Commissioner Rettman commented that Ramsey County is paying for the station, but the Metropolitan Council is responsible for dealing with the parking issue.

Commissioner Carter agreed that the partners in this project are responsible for their share of the work, and Ramsey County needs to continue to advocate that this partnership manifest the real commitments to this project.

Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0. (R10-17)

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has advocated for Central Corridor light rail stations at Western, Victoria and Hamline to benefit the citizens of Ramsey County; and

WHEREAS, The stations were included in the Supplemental and Final Environmental Impact Statements for the project; and

WHEREAS, An Environmental Assessment of including the three stations in the initial project is being conducted; and

WHEREAS, The Federal Transit Administration's Cost-Effectiveness Index (CEI) that prevented including the stations in the original project has been rescinded; and

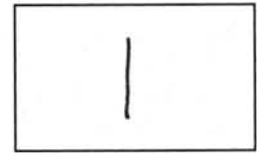
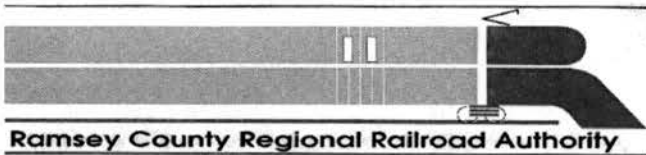
WHEREAS, A funding agreement has been reached with the project partners that allows all three stations to be constructed as part of the initial project; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority commit \$520,000 to the Central Corridor project to provide its share of the cost for the three infill stations.

Chair McDonough commented on the recent announcements for federal funding toward rail projects. There was the announcement of \$820 million for the build-out of the Milwaukie to Madison portion of the High Speed Rail corridor; the Wisconsin Department of Transportation received \$400,000 and the Minnesota Department of Transportation received \$600,000 to continue planning for the Madison to St. Paul portion of the High Speed Rail corridor. Also, it was announced yesterday that the President's proposed 2011 budget will contain a line item of \$45 million for the Central Corridor, and recommendation to move forward on a full funding grant agreement, which should come in September according to the FTA. He said the availability of the federal funds toward this project not only minimizes the risk of the action Ramsey County took last week to move the project forward financially under the Letter of No Prejudice, but it also implies the commitment of this Administration to get them to a full funding grant agreement this September.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:05 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/23/10

Regional Railroad Authority Meeting Date:

SUBJECT: Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

EXECUTIVE SUMMARY

On March 17, 2009, the Regional Railroad Authority Board adopted the I-94 Corridor Joint Powers Agreement. This Agreement covers the 16 mile I-94 Corridor that begins at the Union Depot in downtown St. Paul and travels east to the St. Croix River. The Commission's Joint Powers Agreement identifies the need for the majority of the financial parties to be present at a meeting to constitute a quorum. The Commission has two financial parties, the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority. Given that both parties must be at each meeting to constitute a quorum, it is important that each party identify its representative, alternate and second alternate. The Washington County Regional Railroad Authority appointed its representative and alternate on January 5, 2010 and its second alternate on January 19, 2010.

On January 5, 2010, the RCRRA appointed Commissioner Ortega as its member and Commissioner Reinhardt as its alternate, however, it did not appoint a second alternate. The second alternate would serve in those instances when its representative and alternate are unable to attend Commission meetings. The appointment of a second alternate is important to ensure that the Ramsey County Regional Railroad Authority's interests are communicated to the Commission. The attached RCRRA resolution, R10-5, addresses this need by appointing Commissioner Bennett as the Ramsey County Regional Railroad Authority's second alternate to the I-94 Corridor Commission.

ACTION REQUESTED

Appoint Commissioner Tony Bennett as the Ramsey County Regional Railroad Authority second alternate representative to the I-94 Corridor Commission.

|

SUBJECT: Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

ATTACHMENTS:

RCRRA Resolution # R10-5

PREVIOUS ACTION:

On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the Minnesota High Speed Rail Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

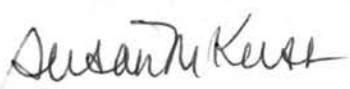
Resolution R10-05: Appointment of Commissioner Ortega as the boards representative and Commissioner Reinhardt as the alternate.

COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority is required to make any appointments to outside boards and committees.

SUBJECT: Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

Regional Railroad Authority – Authorized Signature	Date
	2/17/10

Budgeting & Accounting – Authorized Signature	Date
	2/17/10

County Attorney – Authorized Signature	Date
	2/17/10

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointment of Commissioner Bennett as the second alternate to the I-94 Corridor Commission

Draft Resolution

1 WHEREAS, The I-94 Corridor begins at the Union Depot in downtown St. Paul and
2 travels east to the St. Croix River; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority is a member to this
5 agreement; and
6

7 WHEREAS, It is in the interest of the Ramsey County Regional Railroad Authority to
8 ensure its representation on the Commission at all Commission meetings; and
9

10 WHEREAS, Ramsey County Regional Railroad Authority representation can be ensured
11 though the appointment of a representative, a alternative, and a second alternate to the
12 Commission; and
13

14 WHEREAS, The Ramsey County Regional Railroad Authority through Resolution R10-05
15 appointed Commissioner Rafael Ortega as its representative and Commissioner Victoria
16 Reinhardt as its alternate to the Commission, but did not appoint a second alternate; and
17

18 WHEREAS, It is in the best interest of the Ramsey County Regional Railroad Authority to
19 appoint a second alternate to the Commission; Now. Therefore, Be It

21 RESOLVED, That the Ramsey County Regional Railroad Authority hereby appoints
22 Commissioner Tony Bennett as its second alternative representative to the I-94 Corridor
23 Commission for 2010.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: January 5, 2010 No.: R10-05

(Page 1 of 2)

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2010:

Victoria Reinhardt, Chair
Jan Parker, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2010:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2010:

Rafael Ortega
Tony Bennett, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2010:

Jan Parker
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint as the Union Depot (formerly LOCATE) representatives for 2010:

Tony Bennett
Rafael Ortega

And Be It Further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

(Page 2 of 2)

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Midwest High Speed Rail Commission for 2010:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2010:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the I-94 Corridor for 2010:

Rafael Ortega
Victoria Reinhardt, Alternate

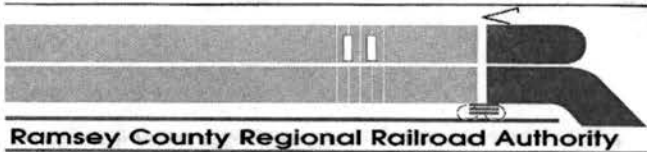
Ramsey County Regional Railroad Authority

	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

6



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/23/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals to provide Building Management Services at The Union Depot

EXECUTIVE SUMMARY

Since the purchase of The Union Depot head house in the summer of 2009, building management services have been provided by Welsh Companies on an interim basis until the end of May 2010. A Request for Proposals has been developed to select a firm to provide those services until December 31, 2012 when the renovation is completed. The services include general facility management, general building operations and maintenance, cleaning, and security for the facility as described in the Request for Proposals.

The agreement can be modified or terminated as required to accommodate renovation activities.

ACTION REQUESTED

Authorize the County Manager to issue a Request for Proposals to provide Building Management Services at The Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

1

SUBJECT: Issue a Request for Proposals to provide Building Management Services at The Union Depot

ATTACHMENTS:

Draft Request for Proposals for Building Management Services at The Union Depot.

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The current building management services provider was put in place on a temporary basis when the head house was purchased. This request for proposals will provide a competitive selection process for provision of these services through December 31, 2012 to coincide with the renovation period.

SUBJECT: Issue a Request for Proposals to provide Building Management Services at The Union Depot

Regional Railroad Authority – Authorized Signature	Date
	2/17/10

Budgeting & Accounting – Authorized Signature	Date
	2/17/10

County Attorney – Authorized Signature	Date
	2/17/10

Property Management – Authorized Signature	Date
	2-18-10

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals to provide Building Management Services at The Union Depot

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) is developing the
2 historic Union Depot as a multi-modal transit and transportation hub; and

3
4 WHEREAS, The RCRRA has purchased The Union Depot Head House; and

5
6 WHEREAS, Since the purchase of The Union Depot head house in the summer of 2009,
7 building management services have been provided by Welsh Companies on an interim basis until
8 the end of May 2010; and

9
10 WHEREAS, A Request for Proposal has been developed to select a firm to provide those
11 services until December 31, 2012; and

12
13 WHEREAS, The services include general facility management, general building operations
14 and maintenance, cleaning and security for the facility as described in the request for proposals;
15 now therefore be it

16
17 RESOLVED, That the RCRRA authorizes the County Manager to issue a Request for
18 Proposals to provide Building Management Services at The Union Depot, in a form to be approved
19 by the County Attorney's Office, in accordance with the County Board policies and procedures on
20 issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional
21 Railroad Authority Board with a recommendation for selection of a vendor.
22

Ramsey County Regional Rail Authority

REQUEST FOR PROPOSALS FOR Building Management Services at the Union Depot February 2010

Proposals Due: 2:00pm March 24, 2010
Pre-Proposal Conference: 10:00A.M., Tuesday March 2, 2010

Request For Proposals:

- I Project Information
- II Scope of Services
- III Evaluation and Selection
- IV General Conditions

APPENDIX:

- A. Cleaning Specifications
- B. Security Specifications
- C. General Terms and Conditions

**REQUEST FOR PROPOSALS
FOR
Building Management Services at
the Union Depot**

I. PROJECT INFORMATION

A. GENERAL STATEMENT

Ramsey County ("County") as agent for and acting on behalf of the Ramsey County Regional Railroad Authority ("RCRRA") is seeking a qualified and experienced professional facility management firm ("Firm") to provide a full range of professional management services, including the maintenance and operations at the following facility:

The Union Depot 214 East 4th Street, Saint Paul, MN 55101

The Union Depot is a notable public building located in the Capital City's downtown area. Completed in 1923, this three-story building is a neoclassical structure placed on a 2-acre block bounded by Sibley street, East Fourth street, Wacouta street, and Kellogg Boulevard. The Union Depot was named to the National Register of Historic Places in 1974. The Head House is comprised of approximately 185,710 gross square feet, from which, 147,530 gross square feet belongs to the RCRRA. Other parcels that are located within the Head House but not owned or operated by the RCRRA are the Union Depot Lofts (33 units) and the Front Office Parcels (Lots of 16 and 21, Block 1 – 2nd and 3rd floor north side, owner Leone). Included in the RCRRA portions are a two-level parking structure below the building of approximately 84,000 square feet and the first floor and mezzanine areas of approximately 33,500 Square feet that includes 10,148 square feet of leased space by Christos restaurant. The building is also connected to the downtown skyway system on the west side of the 1st floor. The Skyway is operated and maintained by the County and the costs are prorated at 50% and invoiced to KTCA. The Head House is also connected to the former railway Concourse on the south side which is currently owned by the United State Postal Services. RCRRA is in the process of purchasing the Concourse in anticipation of a major overall site renovation becoming a Multi-Modal Transportation Hub. The renovation is scheduled to begin on or about September of 2010 and to be completed around September of 2012.

B. MANAGEMENT FEE STRUCTURE AND DELIVERY OF SERVICES

All proposers must provide a management fee structure, transition plan, and on-going management plan to deliver Facility Management Services which shall include, but not limited to, executive management, property accounting, contractor insurance, employee education, credit line costs, overhead and profit.

C. TERM OF CONTRACT

The term of the agreement resulting from this RFP process shall begin on/or about June 1, 2010 through December 31, 2012, or until earlier terminated. The agreement resulting from this proposal may be extended for up to an additional three (3) years under the same or better terms.

D. PRE-SUBMISSION INFORMATION

1. Questions and requests for additional information shall be submitted in writing on or before 4:00 p.m. March 8, 2010, to:

Susan Feuerherm, Value Analyst III
Saint Paul and Ramsey County Division of Contracts and Analysis Services
280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
FAX: 651-266-8919

2. Ramsey County and Division of Contracts and Analysis Services employees are not authorized to discuss this project other than at the pre-proposal conference.
3. Any responses to questions and requests for additional information will be provided via written addendum. Proposers shall rely only on information contained in the RFP and any addenda.
4. The RCRRA reserves the right to interview any or all Proposers at its discretion.
5. The RCRRA reserves the right to cancel this request at any time.

E. PROPOSAL TIMETABLE

Issuance of RFP		February 23, 2010
Pre-Proposal Conference & Tour	10:00 AM	March 2, 2010
Deadline for Written Questions	by 4:00 PM	March 8, 2010
Proposal Due	by 2:00 PM	March 24, 2010

II. SCOPE OF SERVICES

1. General Facility Management Services

Assist RCRRA management and provide the services necessary to support the management and operations of the Union Depot facility as following;

- a. Supervise and direct the business associated or related to the daily operation of the facility thereof.
- b. Act as the owner's representative for business interaction with the Union Depot Lofts and the Front Office Parcel owners.

- c. Employ either directly or through an affiliated entity all necessary employees to successfully manage and operate the property. All staff assigned to the property shall be subject to approval by the RCRRA and must pass a BCA background check.
- d. Collect all monthly rents, rental percentages, common area maintenance charges, sales tax, rental escalations, parking charges and fees, operating expense reimbursements, real estate taxes, insurance premiums or stops, utility charges, HVAC charges, and any other payment due from tenants and privately-owned parcels located on site.
- e. Make and execute contracts on behalf of the RCRRA for utilities, telephone, pest extermination, elevator service, security services, janitorial services, HVAC maintenance, and/or other necessary services, with the RCRRA's prior approval and/or as provided in the operational budget. Purchase equipment, tools, appliances, materials, and supplies necessary to properly maintain the facility. Such purchases shall be made in the name of the RCRRA and executed on the RCRRA's behalf.
- f. Secure bids for services and goods on behalf of the RCRRA and use best efforts to obtain discounts, commissions, or rebates obtainable as a result of such purchases and obtain the lowest possible prices as are consistent with good quality workmanship and services. All service contracts entered into on behalf of the RCRRA shall contain a thirty (30) day cancellation clauses unless RCRRA approves said contract in advance.
- g. Investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to the ownership, operation and maintenance of the property, including any damage or destruction to the property, and notify the RCRRA in writing within one (1) business day of such incidents or accidents. Cooperate with and make all reports as required or authorized by RCRRA.
- h. Provide an executive manager or account manager to represent the Firm, attend periodic management meetings and provide executive support in the delivery of services.

2. Financial Management/Property Accounting

Within the established budget, provide the required services, including but not limited to:

- a. Obtain and maintain separate checking accounts to process all bills.
- b. Provide a line of credit sufficient enough to cover one and one half times the monthly budget. In 2010, the Union Depot annual budget is approximately \$320,000.00 and estimated average monthly expenditures of \$26,600.00.
- c. Approve, sign off, and code all invoices, assuring sufficient detail and back-up information for contractor, subcontractor, mark-up, labor, materials, etc is provided.
- d. Maintain an accounting system that will allow the delivery of financial reports on a monthly and yearly basis, track accounts using specific account codes, and produce monthly invoices to the satisfaction of Ramsey County Property Management in a timely manner.
- e. The following is a list of financial reports that are required on a monthly basis:
 - Budget Report
 - Operating Statement and variance report
 - Rent Roll
 - Operating and percentage report
 - Bank reconciliation
 - Check register
 - General Ledger
 - Revenue collection statement
 - Payroll accounting / Processing

- f. The RCRRA reserves the right to require additional reports on a schedule to be determined by the RCRRA.
- g. All invoicing to the RCRRA for reimbursement of operating expenses should be done on a monthly basis and include only those expenses that have been paid for in the invoiced month. The invoice should include the following information in an organized manner:
 - 1. A summary of each account for the invoice period including the vendor, the amount and the description of each expense paid for, followed by the total for the account.
 - 2. The following support documentation is required for each account:
 - a. Summary of each account for the invoice period including the vendor, the amount and the check number of each expense paid for, followed by the total for that account.
 - b. A copy of the check for each disbursement.
 - c. A copy of the bill with all backup documentations and costs as deemed necessary by the RCRRA.
 - d. It is the Firm's responsibility to process bills in a timely manner to avoid late charges. The County will not pay for late fees incurred due to the vendor's failure to process bills or the backup documentations in a timely manner. On average there are about 60 invoices per month.

3. General Building Operation and Maintenance

Maintain and operate the building, parking ramp, equipments, common areas, and grounds of the property to include, but not limited to, interior and exterior cleaning, remodeling, plumbing, carpentry, electrical, and all other maintenance and repair work as needed. Assist the RCRRA in safely and efficiently operating, scheduling and maintaining the facility's physical plants and systems, use preventive maintenance, maintenance and repair techniques generally accepted by the industry and manufacturer's recommendations.

4. Janitorial Services

The facility is to be cleaned according to the attached specifications (See Appendix A). The selected Facility Management firm must agree to retain the current Janitorial Services vendor a minimum of three (3) months under the current contract conditions. Before the end of the three (3) months the Facility Management Firm will make a recommendation for Janitorial Services.

5. Security Services

Security Services are to be delivered according to the attached specifications. (See Appendix B) The selected Facility Management firm must agree to retain the current Security Services vendor a minimum of three (3) months under the current contract conditions. Before the end of the three (3) months, the Facility Management Firm will make a recommendation for Security Services.

6. Grounds keeping/plowing

Assist the RCRRA in improving and maintaining in a safe manner the building grounds and landscape. Provide the seasonal care necessary to maintain a safe and well-groomed exterior landscape.

7. Parking

Assist the RCRRA in managing the facility-parking lots/spaces in accordance with Ramsey County guidelines, collect revenues, and comply with applicable ADA and Handicap

requirements. Provide staff as needed to monitor parking, collect revenues, and perform tasks as needed per RCRRA's direction.

8. Trash removal and recycling

Assist the RCRRA in managing waste collection and disposal, maximize recycling collection, and comply with all hazardous waste regulations.

9. 24 hour emergency on-call

Assist the RCRRA in maintaining a schedule and procedure for emergency and after-hours on-call services 24 hours a day, 7 days a week.

10. Hazardous Waste Management

Assist the RCRRA in developing procedures and providing training to staff in the identification, handling, clean up and proper disposal of hazardous waste encountered in the facility. Obtain and maintain the necessary permits and license and MSDS information.

11. Annual budget

Assist the RCRRA in preparing and submitting an annual budget in format and schedule provided by the RCRRA for its review and approval.

12. Capital recommendations

Assist the RCRRA in creating, and/or updating a 6 year capital plan, review and forecast the facility needs and make recommendations for capital improvements.

13. Policy and procedure manuals

Assist the RCRRA in developing, updating, and maintaining a Policies and Procedures Manual for building services staff.

14. Tenant service manuals

Assist the RCRRA in developing, updating, and maintaining Tenant Services Manual.

15. Staff Supervision/Training

Assist the RCRRA in providing the necessary supervision and training to develop and maintain a customer service oriented and professional staff.

16. Emergency Procedures

Assist the RCRRA in developing, updating, and maintaining an Emergency Procedures Manual, maps, and training for building services staff and RCRRA tenants.

17. Manage Service and Maintenance contracts

Assist the RCRRA in obtaining and maintaining competitive service and maintenance contracts for such services as: elevators, landscaping, pest control, snow-removal, etc.

18. Indoor Air Quality

Assist the RCRRA in managing and operating the facility to assure Indoor Air Quality standards are met or exceeded and make recommendations for improvements. Provide on-going staff training; assist RCRRA with monitoring, testing and implementation of improvements.

19. Obtain and Maintain Necessary licenses and Permits

Assist the RCRRA in submitting reports to EPA, OSHA, and MPCA as required to comply with the applicable City, County, State of Minnesota, and Federal regulations.

20. Computerized Preventive Maintenance System

Assist the RCRRA in fully implementing the program currently used at the West Building. Perform preventive maintenance specified by the equipment manufacturer and according to industry standards on the building, building equipment and all electrical, mechanical and plumbing systems. Develop maintenance schedules, work orders, and track history and submit annual reports.

21. Computerized Work Order System (SRS)

Assist the RCRRA by implementing the Computerized Work Order System (SRS) currently used by Property Management at the County-Owned facilities. Log all tenant work requests, develop history and submit annual reports.

22. Utility tracking / 3 year comparison

Assist the RCRRA in fully implementing program at the Union Depot Building. Track and compare monthly utility usage, utilize weather data to normalize consumption and make recommendations and implement ideas and procedures for reducing utility costs.

23. Warranty Administration

Assist the RCRRA in management of building and equipment warranties. Assure contractors comply with terms and delivery of warranty services.

24. Systems and Equipment Test

Assist the RCRRA in conducting checkout of the facility systems and equipment to verify proper operation per construction contract.

25. Construction Punch-list Tracking

Assist the RCRRA with development, tracking and completion of construction punchlist items. Work with General contractor and sub-contractors to complete work according to construction specifications.

26. Inventory Building Equipment

Assist the RCRRA in compiling a list of all building equipment. Provide description, location, area served, make, model, size, capacity, service frequency and other information necessary for general building inventory maintenance records history.

III. EVALUATION AND SELECTION

A. TIMETABLE

1. Non-mandatory pre-proposal conference

A non-mandatory pre-proposal conference will be held at the Great Hall located in the Union Depot 214 E. 4th Street Saint Paul, MN

DATE: Tuesday March 2, 2010
TIME: 10:00 AM

2. Deadline for written questions

DATE: Monday, March 8, 2010
TIME: 4:00 PM

3. Proposal due date

A complete proposal must be received on or before **2:00 PM on Wednesday, March 24, 2010.**

B. VALID PROPOSAL

1. Proposal Contents.

In order to be considered a valid proposal, each proposal response must contain the following, tabbed in the following order:

- a. A statement outlining the Firms understanding of the overall services and responsibilities for the Union Depot.
- b. A statement detailing how the staffing plan will be achieved for the facility.
- c. A transition plan detailing goals and objectives for:
 - 30 days prior to take over.
 - The first 30, 60 and 90 days of the contract.
 - 1 Year goals.
- d. Describe any customer service improvements or cost savings measures instituted at other facilities managed by your Firm.
- e. Provide a list of four (4) previous or current clients of proposer Firm, particularly for multi-tenant facilities, and any experience with other government or public agencies.
- f. Identify the Executive Manager or Account Manager who would be assigned to the facility, provide a statement describing his/her qualifications, experience with similar facilities. List two (2) references for those facilities including: contact person's name, title, address, and phone number.
- g. Provide a monthly management fee for the term of the contract. Management fee shall include; executive management, property accounting, contractor insurance, employee education, credit line costs, overhead and profit, and all applicable taxes.
- h. Identify other services your firm offers, i.e., real estate, construction, leasing, space planning, etc.

2. Withdrawal of Proposals/Changes

The proposal may be withdrawn on written request of the proposer prior to the scheduled time for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right to withdraw the proposal after the final submission date and time. The proposer may modify the proposal prior to the final proposal submission date. Proposals submitted become public property after the final submission date, and will not be returned.

3. Proposal Preparation.

All proposal responses shall include one (1) original response, and six (6) copies of the proposal. The first page of the original proposal shall be clearly identified as the original, and shall include the original signature of the officers that will be accountable for all representations. Unsigned proposals may be considered invalid.

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

C. EVALUATION

1. Proposer Selection

Evaluation of the proposals and a recommendation to the Ramsey County Regional Railroad Authority Board will be made by a review team. The review team will consist of representatives from the various Ramsey County departments on behalf of the RCRRA. Ramsey County Regional Railroad Authority reserves the right to include additional representatives on the review team.

2. The RCRRA reserves the right to reject any or all proposals which do not, in the RCRRA's judgement, serve the best interests of the RCRRA. The RCRRA is not obligated to accept the lowest cost proposal.
3. Each proposal will be evaluated based upon the following criteria:
 - a. Proposer's understanding of required services and delivery.
 - b. Proposer's staffing plan.
 - c. Detail and thoroughness in describing transition plan, provide goals and objectives for the:
 - 30 days prior to take over.
 - The first 30, 60 and 90 days of the contract.
 - 1 year goals.
 - d. Proposer's proven ability to provide similar services in a satisfactory manner and within budget.
 - e. Qualifications and experience of proposer's management staff.
4. The RCRRA reserves the right to request oral interviews from any or all proposers at its discretion. The Firms selected for interviews will be provided an interview outline prior to the interview date.
5. The Ramsey County Regional Rail Authority Board will make the final decision based upon the recommendations of the review team and the County Manager.
6. The RCRRA reserves the right to accept other than the lowest cost proposal, to reject all proposals, and to waive minor irregularities in the proposal request process. Proposals must be valid for ninety (90) days.

D. CONTRACT AWARD

A contract, including the information contained in this RFP and the successful proposer's response, will be executed between the successful proposer and the Ramsey County Regional Railroad Authority.

IV. GENERAL CONDITIONS

RC General Terms and Conditions (Appendix C)

THE UNION DEPOT INITIAL CLEANING SPECIFICATIONS

The Contractor/vendor is to furnish trained and competent personnel; all workers are to have the benefit of at least one full work shift of orientation in/on their work site. During that time they are to be directly instructed in their assigned duties by the vendor's supervisor.

The RCRRA reserves the right to increase or decrease the number of staff and hours of service at any or all of the locations at any time throughout the term of the contract to meet building, operational, budget, or other security needs. If the RCRRA chooses to modify the number of staff and/or hours of service, the pricing will be based on the established contract rates for the changes.

While on duty or in the building all personnel must be in uniform and wearing a clearly visible picture ID identifying the company and employee.

Current Custodial Services Levels – M-F

GENERAL OFFICE AREAS:

- | | |
|--|----------------------|
| • Empty and wipe all trash receptacles | 5 X/ Week |
| • Spot clean partition glass | 5 X/ Week |
| • Inspect all areas and remove large debris | 5 X/ Week |
| • Spot clean carpet due to spillage and/or tracking | 5 X/ Week |
| • Spot clean doors and walls, removing fingerprints and smudges | 5 X/ Week |
| • Arrange furniture neatly, turn off lights, close doors | 5 X/ Week |
| • Vacuum all carpet including offices and cubicles | Mon., Wed., and Fri. |
| • Empty recycling bins from designated office areas and transport to a designated central holding area | 5 X/ Week |

MAIN ENTRANCE:

- | | |
|---|-----------|
| • Spot clean entrance doors and glass removing fingerprints | 5 X /week |
| • Sweep exterior entry areas and stairs as needed | 5 X /week |
| • Remove trash and clean out ash urns. Spot wipe as needed | 5 X /week |
| • Spot swipe/mop entry thresholds | 5 X /week |
| • Dust all door frames and ledges | 5 X/ week |
| • Damp mop or entire hard surface area | 5 X/ week |
| • Dust all directories, high and low surfaces/corners | 5X/ week |
| • Sweep and vacuum hard surface floors | 5X/ week |
| • Scrub thresholds | Weekly |

COMMON AREAS:

- | | |
|---|-----------|
| • Empty and wipe all trash receptacles | 5 X/ week |
| • Spot clean partition glass entries | 5 X/ week |
| • Mop/auto-scrub entryways and Great Hall | 5 X/ week |
| • Inspect all areas and remove large debris | 5 X/week |
| • Spot clean floors due to spillage and/or trackage | 5 X/week |
| • Spot clean doors and walls, removing fingerprints and smudges | 5 X/week |

- Empty recycling bins from designated office areas and transport to a designated central holding area 5X/week
- Clean and polish all drinking fountains 5X/week

ELEVATORS AND ELEVATOR LOBBIES:

- Completely vacuum all elevator carpets from wall to wall using a crevice device for edging 5X/ week
- Sweep and damp mop hard floor elevator surfaces 5 X/week
- Spot clean elevator cabs, panels and doors 5 X/week
- Dust all crevices 5 X/week
- Clean elevator tracks 5 X/week
- Clean and polish outside of all elevator doors 5 X/week

RESTROOMS:

- Clean and sanitize all sinks, toilet bowls, urinals and toilet seats 5 X/week
- Clean and polish all mirrors, faucets, fixtures and dispensers 5 X/week
- Spot clean walls 5 X/week
- Spot clean and dust all partitions 5 X/week
- Sweep and wet mop floor using germicidal disinfectant 5 X/week
- Replenish towels, hand soap, lotion, toilet tissue and room deodorizers from stock 5 X/week
- Spot clean doors due to smudges and fingerprints
- Dust door frames 5 X/week
- Empty trash 5 X/week

STAIRWAYS:

- Remove fingerprints and smudges from doors 5 X/ week
- Remove trash/recycle 5 X/ week
- Sweep stairs and landings M-W-F
- Damp mop all hard finish floors M-W-F
- Dust all handrails M-W-F

SKYWAY

- Remove trash/recycling 5 X/week
- Remove fingerprints and smudges from doors 5 X/ week
- Damp mop all hard finish floors 5 X/ week

OUTSIDE GROUNDS PICK-UP

- Remove trash/recycling entire block 3 X/ week
- Remove trash from landscaped area 3 X/ week
- Remove trash from parking areas 3 X/ week
- Sweep and clean dumpster areas 3 X/ week

WEEKLY DUSTING

- Dust all doors and door frames, walls and signs
- Dust all building surfaces in reach including window frames, window ledges, coat racks and radiator ledges
- Dust all air return vents
- Dust all baseboards

AREAS TO BE DONE ON A BI-WEEKLY BASIS

- Corridors
- Stairways

THE UNION DEPOT SECURITY SPECIFICATIONS

Qualifications for Security Contractor

- A. Must demonstrate financial stability and responsibility.
- B. Must be able to supply the number of trained, qualified security personnel no later than the effective date of contract.
- C. Must provide training (acceptable to RCRRA) for staff on safety, building and security procedures. Provide training outline and make available to Ramsey County Regional railroad Authority upon request, training records.
- D. Must be licensed in accordance with all state, county and local laws governing the security industry.
- E. Have a Twin Cities administrative office sufficiently staffed to maintain administrative, operational and logistical support to the staff.
- F. Must be an Equal Opportunity Employer.

SPECIFICATIONS

1.0 Services Required

1.1 Description of Work

- 1.1.1 Typical work requirements for Security Officers include, but are not limited to, the duties outlined in Section 3.3, Duties and Responsibilities.
- 1.1.2 The Contractor will provide a Contract Manager and a Site Supervisor.
- 1.1.3 The Site Supervisor will be required to perform the Site Supervisor's responsibilities as needed for the facility. The Site Supervisor's duties shall include, but not be limited to: providing direction to Security Officers, scheduling, daily supervision, oversight and assistance where security duties are performed.
- 1.1.4 The Contract Manager will be the Contractor's primary liaison with the Ramsey County Regional Railroad Authority and its agents and employees regarding contract issues.

1.2 Required Staffing & Schedules

- 1.2.1 The Current staffing requirements for this facility is as follows:

5:00P.M. – 11:00P.M.	Monday – Friday
10:00A.M. – 11:00P.M.	Saturdays
9:00A.M. - 2:00P.M.	Sundays
Mobil Patrol and door unlock	7 X/week

- 1.3 In addition to the above scheduled hours, the Contractor shall provide security services for after-hours meetings and events, as may be requested by the RCRRA.
- 1.4 The RCRRA reserves the right to increase or decrease the number of staff and hours of service at or this location at any time throughout the term of the contract to meet building, operational, budget, or

other security needs. If the RCRRA chooses to modify the number of staff and/or hours of service, the pricing will be based on the established contract rates for the changes.

- 1.5 The Contractor must maintain the RCRRA approved staffing levels at all times and will be responsible for the administration of all Human Resource-related functions for their employees. These functions include, but no limited to, hiring, payroll, discipline, discharge, supervision, workflow control, and other duties as assigned.
- 1.6 The Contractor will be responsible for providing backup coverage for all Contractor employees during breaks and lunches.
- 1.7 In the event of an emergency, the Contractor may be required to cover posts and perform duties outside designated facilities.
- 1.8 The Contractor must have a local office from which the Contractor can quickly respond to security staffing needs and issues area for the duration of this contract.
- 1.9 The Contractor must provide a local telephone numbers including office and mobile for immediate contact with the Contract Manager and Site Supervisor. The Contract Manager shall return calls within 15 minutes of being contacted by the designated RCRRA or County representatives. This telephone line shall be monitored continuously, 24 hours, seven days a week. Regional or national telephone numbers are NOT acceptable.
- 1.10 All personnel assigned to this contract must be clearly identified by company uniform and Contractor-provided **picture identification badges** to gain access to the RCRRA facilities.

2.0 General Performance Requirements

- 2.1 The RCRRA reserves the right to review and approve or disapprove of employees assigned to the Contract. Rejection of the assigned contractor's employees for this site will be based on poor performance; incidents of misconduct or other just cause reasons. No change in personnel assigned to the Contract will be permitted without prior approval by the County. The staffs provided under this contract will be contractor's employees and will not be regarded as County's or RCRRA's employees. By rejecting such employees, the RCRRA will not be discharging them from employment by contractor but will only be asking for their replacement at the Union Depot site.
- 2.2 It is the Contractor's responsibility to ensure that all assigned personnel are made familiar with and follow all specific procedures required under the resulting contract.
- 2.3 It is the Contractor's responsibility to schedule periodical meetings with personnel, check screening services, visit properties unannounced, etc., in order to monitor performance and to take appropriate corrective action. The Contractor must submit a copy of its Quality of Service Assurance policies with the bid response.
- 2.4 The Contractor will respond to all issues within one day of receiving notification from the RCRRA's facility representative, by contacting the representative and rectifying the problem to the RCRRA's satisfaction
- 2.5 The Contractor shall make every effort to retain a consistent team of security staff at each facility for the duration of the resulting contract. The RCRRA reserves the right to cancel the Contract, not

extend the Contract, or use any other remedy allowed by law when the Contractor fails to obtain a consistent team of security staff.

- 2.6 The Contractor is responsible for the development and implementation of all security-related Standard and Emergency Operating Procedures.
- 2.7 The Contractor must provide Electronic Patrol System (EPS) as a part of the basic services. The Contractor, with assistance from the RCRRA's representatives, must establish an Electronic Patrol Plan (EPP) to include checkpoints throughout the facility. The EPS must record the location, date and time, and frequency of the patrols and have the capability of providing reports when requested. It is the responsibility of the Site Supervisor to review the EPS reports, make the necessary adjustments, and take appropriate actions to ensure full compliance with the EPP. The Contractor and the RCRRA's facility representatives must mutually agree to any modification to the EPP. The Contractor must provide the RCRRA's facility representatives a copy of the EPS reports routinely and/or as requested per facility.

3.0 Security Officers

3.1 Eligibility Requirements

- 3.1.1 Unless otherwise agreed to by the RCRRA, Security Officers assigned to this contract must have a minimum of six (6) months experience as a Security Officer, with three (3) months continuous experience with the Contractor and meet the Training Requirements (section 8.0) of this Agreement.
- 3.1.2 Have a high school degree or GED equivalent.
- 3.1.3 Have the ability to speak and read English well enough to read and apply security procedures, write reports and deal with staff or members of the public.
- 3.1.4 Be at least 18 years of age.
- 3.1.5 Have a minimum of two (2) full years of verifiable work history.
- 3.1.6 Have a valid driver license (for Mobile Patrol).

3.2 Performance Requirements

- 3.2.1 Have problem solving skills and professionalism to gain the respect and confidence of employees and visitors.
- 3.2.2 Be able to perform the Duties and Responsibilities (Section 3.3) of their job.

3.3 Duties and Responsibilities

At a minimum, Security Officers will be required to perform the following:

- 3.3.1 Operate the facility's entry and identification system.
- 3.3.2 Monitor operation of cameras, access control computers, duress and security systems, fire alarm panels and environmental building systems, acknowledge alarms, and notify the appropriate facility representatives of the issues and/or problems.
- 3.3.3 Assist with securing the physical site, crowd control and provide building access to authorized staff responding to medical or building emergencies as directed.
- 3.3.4 Respond to phone calls for building security.
- 3.3.5 Monitor and screen deliveries.
- 3.3.6 Monitor and control door access.
- 3.3.7 Continuously patrol and monitor interior, exterior perimeter and parking areas of designated locations.
- 3.3.8 Assist RCRRA as directed with vendor and contractor access.
- 3.3.9 Turn on/off lights as directed.
- 3.3.10 Check buildings for unauthorized entry, vandalism, graffiti, or any other unusual conditions, and report problems to the designated facility representatives.

- 3.3.11 Check all doors to ensure they are locked and secure.
- 3.3.12 Record the date, time, locations, and other necessary detail for each patrol in the Contractor-provided Daily Activity Report (DAR)
- 3.3.13 Security Officers shall be expected to observe and collect any information that will be helpful when the Ramsey County Sheriff or the Police Department arrives.
- 3.3.14 If a Security Officer detains a person on suspicion of committing a crime on RCRRA property, the Security Officer must immediately notify any on-site peace officer or the local police department. The Security Officer shall complete, as soon as possible, a Contractor-provided Security Incident Form.
- 3.3.15 If a Security Officer is required to give a statement, appear as a witness or perform other activities related to an incident that occurred during the Security Officer's official assignment, the time doing so will be considered time worked for purposes of compensation. If a third party compensates a Security Officer for any of these activities, the amount paid by the third party must be reported by the Contractor to the RCRRA and deducted from the Contractor's invoice.
- 3.3.16 The Security Officers must turn over any articles found in a RCRRA facility to the RCRRA's facility representative.
- 3.3.17 All Security Officers are expected to respond to calls for assistance and reports of building malfunctions either personally, by forwarding the request to an appropriate staff person, or by referring the report to a maintenance technician, as instructed by the RCRRA. Emergency call lists and procedures will be available for 24-hour response to any situation. In security related situations, Security Officers will be expected to respond and evaluate the situation without endangering themselves and to report to appropriate staff using the Security Policies and Procedures manual as a guide. No physical contact shall be made by the Security Officers unless it is in self-defense or related to a detention situation as described in 3.3.14.
- 3.3.18 Maintain "two way" communication with the Site Supervisor while on duty.

3.4 Prevailing Wages

Wages must meet all prevailing wage requirements. For Security Officers, prevailing wage means wages determined through collective bargaining by SEIU - Local 26 of the Service Employees Union.

4.0 **Contract Manager**

4.1 Eligibility Requirements

- 4.1.1 Managing the requirements of the contract is considered a critical function. For that reason, the Contractor must provide and dedicate a highly skilled and experienced off-site Contract Manager responsible for the overall administration of the contract.
- 4.1.2 The Contract Manager must have a minimum of two (2) years experience performing security contract management services, with at least one (1) year of management experience with the Contractor.

4.2 Performance Requirements

- 4.2.1 Have the authority and ability to make decisions on behalf of the Contractor, particularly on personnel related issues.
- 4.2.2 Have the authority to supervise all individuals working under the contract.
- 4.2.3 Be available to the RCRRA from 7 a.m. to 5 p.m., M-F, by way of pager and telephone to ensure Contractor response in the event of an emergency or other exigent circumstances. When the identified Contract Manager is unavailable for any reason, the Contractor must designate someone to act in the Contract Manager's capacity. The individual designated to

act as the Contract Manager must meet the Contract Manager's minimum experience qualifications set forth in Section 4.1.2.

- 4.2.4 Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of County personnel.
- 4.2.5 Ensure that all Contractor employees perform all duties and requirements of the contract and comply with the Performance Requirements mandated in Sections 3.2 and 5.2.
- 4.2.6 Serve as the main point of contact for the RCRRA to discuss technical and security related requirements.

4.3 Duties and Responsibilities

- 4.3.1 Administer, direct, and review security operation programs to ensure a safe and secure environment for employees, visitors, customers and others.
- 4.3.2 Advise management in improving and carrying out policies in accordance with security and institutional, state and federal regulations.
- 4.3.3 Analyze statistical data and reports to identify and determine how to improve safety and security of premises and grounds.
- 4.3.4 Develop methods to improve security policies, processes, and practices, and recommend changes to RCRRA management.
- 4.3.5 Direct preparation and distribution of written and verbal information to inform managers, employees and others of security policies, procedures and practices.
- 4.3.6 Fulfill all reporting requirements of all relevant government rules and regulations.
- 4.3.7 Manage the design and development of specialized training to guide Security Officers and others through security decisions and actions.
- 4.3.8 Represent the organization in formal meetings with outside organizations on matters dealing with security and protective services.

5.0 **Site Supervisor**

5.1 Eligibility requirements

- 5.1.1 The Site Supervisor must have a minimum of two (2) years experience performing Security Officer supervision services, with at least one (1) year of on-site supervisory experience with the Contractor.

5.2 Performance Requirements

- 5.2.1 Have the ability and authority to make decisions on behalf of the Contractor, particularly on personnel related issues.
- 5.2.2 Have the authority to supervise all Security Officers working under the contract.
- 5.2.3 Be available to the County 24/7, by way of a pager or telephone, to ensure Contractor response in the event of an emergency or other exigent circumstances. The Contractor must designate someone to act in the Site Supervisor's capacity when the Site Supervisor is unavailable for any reason.

5.3 Duties and Responsibilities

- 5.3.1 The Site Supervisor must provide direction to Security Officers, schedule staff to provide sufficient coverage, and provide oversight and assistance where security duties are performed.
- 5.3.2 The Site Supervisor must communicate daily or as needed with the County facility representative, who will be accessible in person, by telephone, by e-mail, or by pager and shall prepare periodic reports regarding security activities on a schedule agreed with the facility representative.
- 5.3.3 The Site Supervisor must verify worked hours for all Security Officers under The resulting contract prior to submitting an invoice for payment.

- 5.3.4 The Site Supervisor must establish security patrol priorities and assist in development of security post orders, policy, and procedures.
- 5.3.5 The Site Supervisor shall respond to security-related complaints, investigate the incident, follow through with a remedial course of action, and communicate with the RCRRA's facility representatives.

6.0 Mobile Patrol

- 6.1 Mobile Patrol Security Officers shall meet the qualifications and training requirements outlined for the Security Officers, including possession of a valid driver's license.
- 6.2 The Contractor shall furnish vehicles for use by Security Officers assigned to Mobile Patrol duties. The vehicles shall be identified with the Contractor's company logo, plainly marked as a security unit and kept clean. This unit shall be in good condition, both mechanically and in appearance. In the event the vehicle experiences a mechanical failure and it is not operational, a replacement unit shall be provided by the Contractor within two hours.
- 6.3 The Mobile Patrol Security Officers shall utilize the Contractor-provided vehicles to patrol, inspect, respond to situations at Union Depot and parking areas; provide emergency response to a request from the facility Security Officers; fill in as needed for building Security Officers during emergency vacancies; and secure or access non-Security Officer staffed facilities.

7.0 Pre-Assignment Investigations

- 7.1 The RCRRA must review and approve the Contractor's all staff assignments. Disapproval by the RCRRA shall not be deemed termination of employment by the RCRRA.
- 7.2 No less than forty-eight (48) hours prior to the beginning of a person's first proposed work shift, the Contractor must submit to the RCRRA the name of the proposed staff person, documentation of the person's experience in compliance with the requirements in Section 3.1., intended start date, and contact information, including telephone and pager numbers. The RCRRA **will not waive the forty-eight hour requirement**. The RCRRA reserves the right to contact named employers to verify experience.
- 7.3 All staff assigned to this contract must pass a background check, to include an FBI fingerprint check, conducted by the Contractor before being allowed to provide security screening services. Upon verification of the person's experience, the RCRRA will request the background check. The RCRRA reserves the right to reject a proposed staff person based on the results of the background check. A proposed staff person may not commence work under the terms of the resulting contract until the RCRRA has given approval.
- 7.4 All staff assigned to the contract must pass Contractor-provided pre-employment drug screening tests for illegal substances prior to commencing work under the resulting contract and shall be subject to period testing as requested by the RCRRA.
- 7.5 The Contractor must receive written approval from the RCRRA before the new staff person starts work at the RCRRA facilities.
- 7.6 The Contractor must notify the RCRRA, in writing and whenever possible, in advance, of any change in staff assignments. Such notification must include the name of the new person, assigned position, documentation of qualifications, effective date of the change, and changes in contact information, including telephone and pager numbers.

8.0 Training Requirements

- 8.1 All staff assigned to provide services under the resulting agreement shall have a minimum of 40 hours of training that meets the requirements listed in Section 8.2 of these specifications. The Contractor is responsible for providing qualified instructors or supervisors to provide this mandatory training and for ensuring that all staff have a complete understanding of the subject matter before being assigned to a site. All training costs for this training and/or continuing education will be provided at no additional cost to the RCRRA.
- 8.2 Training required prior to any staff person working at a RCRRA location shall include, at minimum, the following subjects:
 - 8.2.1 Functions of security, access control, communication devices, and patrol techniques.
 - 8.2.2 Security screening device use, to include but not be limited to, hand-wands, walk-through metal detectors, and x-ray baggage radiography machines.
 - 8.2.3 Emergency building evacuation.
 - 8.2.4 Fire alarm systems, use of fire extinguishers, alarm panel principles, and fire characteristics.
 - 8.2.5 Public relations, customer service, and cultural diversity.
 - 8.2.6 Legal aspects of arrest, search and seizure, and use of force.
 - 8.2.7 Report writing.
 - 8.2.8 Minnesota Harassment, Sexual Harassment and Privacy Laws.
 - 8.2.9 First Responder First Aid.
 - 8.2.10 CPR (American Heart Association) and use of automatic external defibrillator (AED).
 - 8.2.11 Blood-borne pathogen hazards.
 - 8.2.12 Vulnerable Adult Training.
 - 8.2.13 Data Privacy.
- 8.3 The Contractor will have access to the screening equipment to train Security Officers and the Site Supervisor two (2) weeks prior to commencement of the contract period. It is expected that the Contractor will assign as Security Officers and the Site Supervisor only personnel that are fully trained in standard security procedures, are able to operate the security screening equipment at each site, and are fully able to perform all services required under the terms of the resulting agreement, as of the day the contract begins and throughout the duration of the contract.
- 8.4 The Contractor shall ensure that all staff will keep any private or propriety information that may become available to them as a result of their assignment, in confidence and shall not disclose such information to any third party. This includes all security, business, employee information and private health care related materials, procedures or policies.

9.0 Uniforms and Grooming

- 9.1 The Contractor shall furnish uniforms for all staff Security Officers and the Site Supervisor assigned to the RCRRA facilities. Uniforms shall be properly fitted, consistent in color and style and maintained in good condition to reflect a professional image of both the Contractor and the RCRRA. Proper summer and winter suitable clothing shall be furnished to each staff person in adequate numbers to allow for good maintenance. All shirts and jackets shall include the Contractor's company logo and be clearly identified as security. Civilian clothing will not be worn at any time while the Contractor's staff is on duty.
- 9.2 Each staff person shall wear a Photo Identification badge at all times while on site. Wearing of CPR, first aid, lifesaver, length of service or other meritorious awards will also be permitted.

- 9.3 The Contractor's staff shall practice good personal hygiene and be well groomed. Any personal fragrances shall be modestly used. Dress code guidelines shall be established and enforced by the Contractor.
- 9.4 Interaction with RCRRA, City and County employees and visitors to a facility is to be kept on a professional level at all times. Personal business is not to be conducted during working hours.

10.0 Supplies and Equipment

- 10.1 When provided by the RCRRA, the Contractor will use the supplies and equipment according to the manufacturer's equipment manuals. The RCRRA shall provide the Contractor with user manuals for screening equipment; the Contractor shall keep them on file at each Facility and shall make them available to Contractor's staff.
- 10.2 It will be the responsibility of the Contractor to monitor equipment, and to notify the RCRRA of equipment failures and needed repairs; the Contractor will maintain documentation of all of these activities and will review with the RCRRA.
- 10.3 The Contractor shall be liable for any damage to equipment or the building due to misuse or negligence by the Contractor's staff.
- 10.4 If equipment changes occur, the RCRRA will provide instructions on the proper use of such equipment and the Contractor must ensure that all Security Officers are using such equipment as instructed.

11.0 RCRRA Facility Security Requirements

- 11.1 It is the responsibility of the Contractor to train and ensure that all staffs have a thorough working knowledge of the contents of the RCRRA provided security policies and procedures manual for each facility. Security information, including but not limited to the layout of the facility, methods of security, and keys, cards, and badges, are NOT TO BE SHARED WITH ANY RCRRA or COUNTY EMPLOYEES OR OTHER PERSONS WHO DO NOT WORK IN THE FACILITY. The RCRRA has, through the Ramsey County Property Management Department, adopted the security policies and procedures prepared by the Ramsey County Property management Department for Ramsey County facilities. **Breach of this requirement may be grounds for immediate termination of the contract.**
- 11.2 The only Contractor employees that are to be allowed in a facility are those that have been authorized under the terms of the resulting contract and only while they are DIRECTLY INVOLVED in providing security services at the facility or supervising staff. **Unauthorized personnel in a facility, or authorized personnel in a facility when not providing contract work, except to the extent such personnel are authorized to be in the public portions of a facility as members of the public, may be grounds for immediate termination of the contract.**
- 11.3 All staff providing services under the resulting contract will be required to sign for each key or security card/badge issued to the Contractor by the RCRRA. If a Contractor's employee or staff loses a key or card/badge, the replacement cost will be deducted from the amount due the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made as a result, the Contractor will be responsible for all associated costs and the charges will be deducted from the amount due the Contractor.

12.0 Special Security Coverage

- 12.1 During special circumstances or events, the RCRRA may require the Contractor to provide Security Officers to cover special security or temporary post assignments. The RCRRA may also require the Contractor to temporarily expand security coverage at a location while continuing to maintain regular Contract services. If these extra security services are requested, the RCRRA's representative may direct the Contractor to: increase the time worked by shared position personnel; have full-time Security Officers work overtime; or temporarily assign Security Officers from other facilities within the contracted locations.
- 12.2 The RCRRA's facility representative will notify the Contractor, in writing, of the need for special security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of the RCRRA's representative.
- 12.3 In the event of an emergency or major building disaster, the Contractor shall be capable of furnishing additional Security Officers within two hours of the request. The Contractor shall have the personnel resources to provide additional Security Officers continuously to meet the emergency needs of the County or until the emergency is abated. The Security Officers must meet the background check requirements (section 7.3), Security Officer requirements (sections 3.0) and shall meet the Training Requirements section 8.2 of this agreement. The pay rate for these Security Officers shall be the normal rate of pay for regularly-assigned Security Officers.

13.0 Invoicing

13.1 Invoicing

The Contractor shall submit an invoice on a monthly basis for services provided during the prior month. The invoice shall contain the following information, broken down by site:

- Date(s) of service.
- Description of services furnished for each site.
- Authorization from facility representative for additional services.
- First and last name of each person providing chargeable service.
- Labor rate each person providing chargeable service which meets, at minimum, the prevailing wage requirements set forth in the resulting contract.
- Job classifications and hours invoiced for each person providing chargeable service.
- Sales Tax.
- Total labor cost for all service personnel providing chargeable services.

13.2 The RCRRA will pay only for charges as outlined in the resulting contract (minimum charges for regular and/or overtime do not apply).

13.3 The Contractor will be paid for Mobile Patrol services as follows:

13.3.1 Payment for Security Officers will be the normal rate for Security Officers under the contract.

13.3.2 In addition, the RCRRA will pay an all-inclusive hourly premium rate for vehicle usage. The vehicle usage hourly premium rate shall include all related costs including but not limited to, truck or vehicle charges, mileage charges, fuel surcharges, parking charges, consumable incidental materials, shop materials, and routine environmental charges. The RCRRA will not pay for any other labor or non-labor charges for Mobile Patrol.

13.4 Any applicable sales tax must be submitted as a separate line item on the invoice and not marked up.

13.5 Invoices shall be mailed to the identified facility representative.

APPENDIX C

GENERAL TERMS AND CONDITIONS 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** *(Include only one, delete the rest. Delete title of selected provisions.)*

☐ **Professional and Personal Services Under \$10,000** *(Note: this may include services such as training, legal, architectural, engineering, and consulting services.)*

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

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

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

Declination of Workers' Compensation coverage In accordance with Minnesota law, the Contractor is not required to carry Workers' Compensation Insurance and the Contractor elects not to purchase the coverage.

(Contractor to sign and date if applicable)

Date

The Contractor shall not commence work until the RCRRA has executed this Agreement; the RCRRA will not execute this Agreement until the Contractor has submitted proof of coverage in compliance with the requirements of this paragraph to the RCRRA. Such coverage is to remain in effect throughout the term of this Agreement and evidence of such shall be provided throughout the term of the Agreement. The Contractor shall provide copies of all insurance policies to the RCRRA upon written request of the RCRRA.

☐ **Professional and Personal Services Over \$10,000/Non-Construction Labor**

Note: If services are architectural/engineering or if you will be using AIA forms, do not use this section. Use language in AE Special Conditions, found in the shared drawer under County Attorney, Purchase Forms. Examples of non-construction labor: janitorial, waste hauling.

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 Ramsey County Regional Railroad Authority, 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 Automobile Insurance

Note: Required only if the Contractor is driving on behalf of the RCRRA as part of the Contractor's services under this Agreement.

 - 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 \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.4.2 All policies shall be written as acceptable to the RCRRA.
 - 2.4.3 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.

Note: Use 2.4.4 only where the Contractor is providing services to clients, customers, patients, and inmates and NOT directly to the RCRRA.
 - 2.4.4 Ramsey County Regional Railroad Authority, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.
3. Crime and Fidelity Bond (Applicable if the Contractor is handling money for the RCRRA or has fiduciary responsibilities): \$ 50,000.00
4. 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.
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 RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.

7. Nothing in this Agreement shall constitute a waiver by the RCRRA 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.

☐ Large Construction Projects

Note: This language is only to be used if AIA A201, General Conditions, will not be used. If AIA A201 will be used, refer to shared drive, isvsf5, County Attorney, Purchase Forms, Construction Supplementary Conditions, which modify AIA A201, General Conditions, including insurance requirements. It is recommended that this language be used for projects over \$500,000.

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 any one 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 County throughout the term of this Agreement and two years beyond project completion for products and completed operations coverage.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 Ramsey County, its officials, employee, 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 and CG 20 37 or the equivalent.
 - 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, owned and non-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 Umbrella Liability
 - 2.4.1 \$5,000,000 per occurrence
\$5,000,000 general aggregate
 - 2.4.2 Ramsey County, its officials, employee, and agents, shall be added to the policy as additional insured as required under the Commercial General Liability policy.
 - 2.4.3 The policy will provide excess coverage over the commercial general liability and automobile liability policies.
3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
4. The above 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.

5. Certificate of Insurance must indicate if the policies are 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 County. Copies of insurance policies shall be submitted to the County upon request.
6. Nothing in this Agreement shall constitute a waiver by the County 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(s) shall be noted on the certificate, and shall be no less than an A.
8. The Contractor is solely responsible for securing any and all permits, insurance and bond coverages for railroads or adjacent landowners.

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 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. **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 County 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 RCRRRA for damages sustained by the RCRRRA by virtue of any breach of this Agreement by the Contractor. The RCRRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRRA 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.

Note: If your contract is for a project involving access to electronic RCRRRA or County data, add the following language:
The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRRA or County data is contained or which are used to access RCRRRA or County data for the Project. Additionally, access to RCRRRA or County data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all RCRRRA or County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRRA and County written verification that the data has been purged.

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 RCRRRA, the State Auditor or the RCRRRA'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

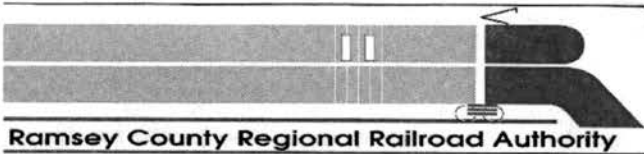
Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

22. Reimbursable Expenses (If applicable)

Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA 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 RCRRA 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.

23. 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: 02/23/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve Federal Fiscal Year 2011 Funding Requests

EXECUTIVE SUMMARY

The Minnesota Congressional Delegation is requesting applications for 2011 appropriation requests. The Ramsey County Regional Railroad Authority has previously requested funding for the Union Depot.

Staff recommends submitting applications requesting \$5 million in capital funds from federal fiscal year 2011. These funds would be used for environmental, engineering, rehabilitation, property acquisition and construction work.

ACTION REQUESTED

Approve the submission of federal 2011 appropriations requests for Union Depot Multi-modal Transit Hub for \$5.0 million for environmental, engineering, rehabilitation, property acquisition and construction work.

1

SUBJECT: Approve Federal Fiscal Year 2011 Funding Requests

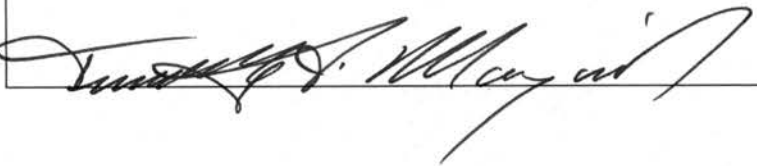
ATTACHMENTS:

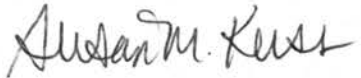
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval of this request.

SUBJECT: Approve Federal Fiscal Year 2011 Funding Requests

Regional Railroad Authority – Authorized Signature	Date
	2/22/10

Budgeting & Accounting – Authorized Signature	Date
	2/21/10

County Attorney – Authorized Signature	Date

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

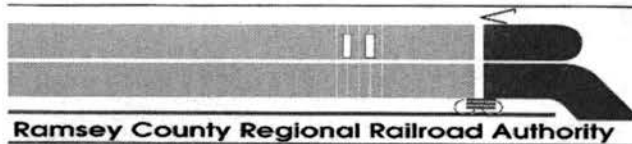
SUBJECT: Approve Federal Fiscal Year 2011 Funding Requests

DRAFT RESOLUTION

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

5 WHEREAS, The Minnesota Congressional delegation has recognized the importance of
6 transit improvements to Minnesota and advocated successfully for funding of Union Depot in
7 previous years; Now, Therefore Be It
8

9 RESOLVED, That the Ramsey County Regional Railroad Authority approves the submission of
10 federal 2011 appropriations requests for Union Depot Multi-modal Transit Hub for \$5.0 million for
11 environmental, engineering, rehabilitation, property acquisition and construction work.



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

March 16, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the March 16, 2010 Board Meeting is presented for approval.

MINUTES of the February 23, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Transitway Impacts Research Program 2010 Funding Request

Board Action Requested:

Approve the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2010.

2. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 Minnesota High Speed Commission Budget

Board Action Requested:

- 1) Approve the Minnesota High Speed Rail Commission's 2010 Budget.
- 2) Approve the Ramsey County Regional Railroad Authority's payment of \$13,748 to the Minnesota High Speed Rail Commission's 2010 Budget.
- 3) Authorize the County Manager to make payments and any necessary budget adjustments in a form approved by Budgeting and Accounting.

3. Selection of Consultant for the East Metro Rail Capacity and Engineering Improvements Study

Board Action Requested:

- 1) Approve the selection of, and authorization to enter into negotiations with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study.
- 2) Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an East Metro Rail Capacity and Engineering Improvements Study.

(Continued)

4. BNSF right-of-way (the Line) between Beam Avenue and I-694

Board Action Requested:

Authorize the Ramsey County Regional Railroad Authority to move forward with the acquisition by directing staff to:

- 1) Restart the rail abandonment proceedings before the Surface Transportation Board and pursue abandonment of the Line. Retain outside counsel specializing in the area of railroad abandonment.
- 2) Obtain an appraisal of the property to establish an equitable price to pay Maplewood.
- 3) Negotiate with and obtain from the BNSF a new deed whereby the BNSF will surrender its right to repurchase the property and restart rail service.

ADJOURNMENT

Immediately following Regional Railroad Authority Meeting:

- Regional Railroad Authority Executive Session, *RE: First Floor Condominium units located at 214 4th Street East, St. Paul, MN 55101* ****Closed to public**** - Room 220 Court House, Large Conference Room

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

February 23, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent - 0. Also present were Julie Kleinschmidt, County Manager, and David MacMillan, Assistant County Attorney.

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

AGENDA

Commissioner Parker moved approval of the revised Agenda of the February 23, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the January 26, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Appointment of Commissioner Bennett as the Second Alternate to the I-94 Corridor Commission

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R10-18)

WHEREAS, The I-94 Corridor begins at the Union Depot in downtown St. Paul and travels east to the St. Croix River; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member to this agreement; and

WHEREAS, It is in the interest of the Ramsey County Regional Railroad Authority to ensure its representation on the Commission at all Commission meetings; and

WHEREAS, Ramsey County Regional Railroad Authority representation can be ensured through the appointment of a representative, a alternative, and a second alternate to the Commission; and

WHEREAS, The Ramsey County Regional Railroad Authority through Resolution R10-05 appointed Commissioner Rafael Ortega as its representative and Commissioner Victoria Reinhardt as its alternate to the Commission, but did not appoint a second alternate; and

WHEREAS, It is in the best interest of the Ramsey County Regional Railroad Authority to appoint a second alternate to the Commission; Now. Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby appoints Commissioner Tony Bennett as its second alternative representative to the I-94 Corridor Commission for 2010.

2. Issue a Request for Proposals to provide Building Management Services at The Union Depot

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

Commissioner Rettman asked that the following amendments be made to the Request for Proposals (RFP):

- Page 2, item C – delete the last sentence, “The agreement resulting from this proposal may be extended for up to an additional three (3) years under the same or better terms.”

- Page 4, Section 1. General Facility Management Services, item c. – change the end of the sentence to “BCA/Jurisdictional background check”.
- Page 11, item “Restrooms” – “spot clean doors due to smudges and fingerprints” should be bulleted and listed as “5 X/Week”.
- Page 16, item 3.4 – delete the entire item, 3.4 “Prevailing Wages”

The amendments to the RFP were accepted as friendly.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R10-19)

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) is developing the historic Union Depot as a multi-modal transit and transportation hub; and

WHEREAS, The RCRRA has purchased The Union Depot Head House; and

WHEREAS, Since the purchase of The Union Depot head house in the summer of 2009, building management services have been provided by Welsh Companies on an interim basis until the end of May 2010; and

WHEREAS, A Request for Proposal has been developed to select a firm to provide those services until December 31, 2012; and

WHEREAS, The services include general facility management, general building operations and maintenance, cleaning and security for the facility as described in the request for proposals; now therefore be it

RESOLVED, That the RCRRA authorizes the County Manager to issue a Request for Proposals to provide Building Management Services at The Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

3. Approve Federal Fiscal Year 2011 Funding Requests

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Rettman.
Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R10-20)

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

WHEREAS, The Minnesota Congressional delegation has recognized the importance of transit improvements to Minnesota and advocated successfully for funding of Union Depot in previous years; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the submission of federal 2011 appropriations requests for Union Depot Multi-modal Transit Hub for \$5.0 million for environmental, engineering, rehabilitation, property acquisition and construction work.

Chair McDonough commented on the \$35 million TIGER Grant that was awarded to the Ramsey County Regional Railroad Authority (RCRRA) last week. RCRRA did great work to position Union Depot and the response on the state and federal level has been extremely positive. Chair McDonough also shared with the

Board a thank you letter that was presented to the RCRRA at the CTIB meeting last week from community groups that were in support of the three Central Corridor infill stations. The community groups are grateful for our commitment in recognizing their issues, as well as responding and resolving an important issue.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:30 AM.

EXECUTIVE SESSION – March 2, 2010

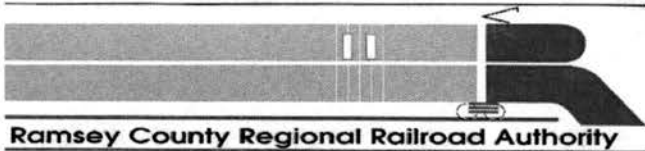
The RCRRA Executive Session was called to order at 12:00 p.m., with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, and Chair McDonough – 7. Also present were: Julie Kleinschmidt, County Manager; Darwin Lookingbill, Director, Civil Division, County Attorney's Office; Tim Mayasich, Director, Ramsey County Regional Railroad Authority; and Jolly Mangine, Director, Property Management.

RE: First Floor Condominium Units located at 214 4th Street East, St. Paul, MN 55101

Commissioner Bennett moved the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes - Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R10-21)

NOW THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority Board authorizes the Director of the Ramsey County Regional Railroad Authority and the Director of Property Management to proceed in the manner as discussed in this Executive Session.

The Executive Session was adjourned at 12:10 p.m.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 3/16/10

SUBJECT: Transitway Impacts Research Program 2010 Funding Request

EXECUTIVE SUMMARY:

The Transitway Impacts Research Program is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority participated in the program in 2008 and 2009 by providing \$20,000 annually for its share. A \$20,000 request is also being made for 2010. Funding is available in the Authority's 2010 operating budget.

The program's research will help the Authority and others understand the potential impacts of transitways that are under development.

ACTION REQUESTED:

Approve the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2010.

|

SUBJECT: Transitway Impacts Research Program 2010 Funding Request

ATTACHMENTS:

1. Transitway Impacts Research Program Overview
2. Research Brief – "The Hiawatha Line: Impacts on Land Use and Residential Housing Value
3. Research Brief – "Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders"

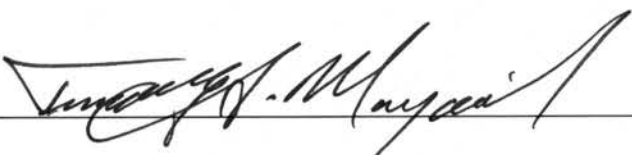
PREVIOUS ACTION:

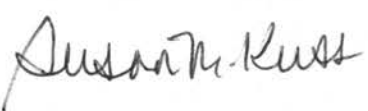
R09-30 authorizing \$20,000 for the program in 2009

COUNTY MANAGER'S COMMENTS:

Continued research will take advantage of skills at the University of Minnesota to provide useful information for decisions on transitway development.

SUBJECT: Transitway Impacts Research Program 2010 Funding Request

Regional Railroad Authority – Authorized Signature	Date
	3/9/10

Budgeting & Accounting – Authorized Signature	Date
	3/9/10

County Attorney – Authorized Signature	Date
	3/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Transitway Impacts Research Program 2010 Funding Request

Draft Resolution

1 WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota
2 have supported research initiatives to study transitway projects' economic and community impacts
3 through the Transitway Impacts Research Program; and
4

5 WHEREAS, The Transitway Impacts Research Program has requested \$20,000 from the
6 Ramsey County Regional Railroad Authority to research residential and commercial property
7 values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It
8

9 RESOLVED, That Ramsey County Regional Railroad Authority approves the expenditure of
10 \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts
11 Research Program for 2010.

● Transitway Impacts Research Program (TIRP)

A research program developed through collaboration between Twin Cities public agencies and the University of Minnesota

Background:

For decades, the Twin Cities metropolitan region has been interested in potential economic, social, environmental, and health impacts of major transitways on the surrounding community. In addition to reducing travel times and congestion, transitways appear to have positive impacts on economic development, jobs, housing, the environment, and public health.

As the region continues to build a system of transitways—including light rail, commuter rail, bus rapid transit, and streetcars—interest continues to grow in these other benefits. In addition, a better understanding is needed of how travel behaviors change with the development of a transitway system.

Local and national implications that position the Twin Cities metro area for this program:

- The Hiawatha light-rail line has received national attention due to its exceptional success, both as a mobility improvement and also as a catalyst for economic and community revitalization.
- The Twin Cities metro area is well on its way to developing or planning for additional transitways.
- The University of Minnesota is one of the few land-grant universities located in a major metropolitan area, and it is highly regarded for its strong research capabilities.
- The Hiawatha LRT line was one of the first lines required by the Federal Transit Administration to conduct a “before-and after-study” of the impacts of the transitway, allowing the Twin Cities to influence national evaluation standards.



The Transitway Impacts Research Program was launched in 2006 and has grown to include a mix of funding partners and program supporters, including Anoka County, Center for Transportation Studies, Center for Urban and Regional Affairs, City of Minneapolis, City of St. Paul, Dakota County, Federal Transit Administration, Hennepin County, Humphrey Institute of Public Affairs State and Local Policy Program, Itasca Group, Metropolitan Council, Metro Transit, Minnesota Department of Transportation, Ramsey County, University Metropolitan Consortium, and Washington County.

The research program will measure the impacts of transitways on:

- Property values
- Land use and housing mix
- Businesses (e.g., commercial sales, business openings and closings, number of jobs, and spatial location of employment)
- Travel behavior (e.g., induced demand, transit connections, mode choice, parking, and congestion)
- Environment and public health
- Safety/crime
- Community cohesion of neighborhoods located along the corridor

Benefits of taking this collaborative approach:

- Support of local jurisdictions ensures that research is relevant and responds to local needs.
- Research methodology developed could become a national model for the conduct of transitway research.
- Research protocols meeting academic standards will allow for greater comparability between various studies and transitways.
- Communication with the public about the impacts of transitways will be more consistent and credible.
- Ability to demonstrate a new approach to responding to the revised New Starts rating system, which considers mobility improvements, cost-effectiveness, economic development effects, public transportation supportive land use, environmental benefits, and operating efficiencies.

Completed research:

- ***The Hiawatha Line: Impacts on Land Use and Residential Housing Value***, Edward Goetz, Center for Urban and Regional Affairs. Examines the economic impact of the Hiawatha LRT and how construction affects residential property values, land use patterns, and housing investment.
- ***Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders***, Jason Cao, Humphrey Institute of Public Affairs. Examines the profile of transit riders in the Twin Cities and the environmental factors that influence mode choice, including light rail and buses. Researchers compared demographic and behavioral differences in riders of light rail, local buses, express buses, and premium express buses.



- ***How Light-Rail Transit Improves Job Access for the Working Poor***, Yingling Fan, Humphrey Institute. Examines whether Hiawatha LRT effectively connects low-income individuals with suitable job opportunities in 30 minutes or less.
- ***Impacts of the Hiawatha Light-Rail Line on Commercial & Industrial Property Values in Minneapolis***, Jason Cao, Humphrey Institute. Examines commercial and industrial properties before and after the completion of the Hiawatha LRT to determine how proximity affects property values.

Research planned for 2010:

- Examine transportation and associated environmental and health benefits of transitways, such as travel behavior, energy savings, reductions in greenhouse gas emissions and health care savings associated with healthy lifestyle changes. Led by Jason Cao, Humphrey Institute.
- Investigate neighborhood and social influences associated with major transit improvements in the Twin Cities metro area, focusing on four transit corridors: Hiawatha LRT, Northstar Commuter Rail, Cedar Avenue BRT, and Central Corridor LRT. Led by Yingling Fan, Humphrey Institute.

Contacts for more information:

For additional information about this program, please contact Jan Lucke, Center for Transportation Studies, at 612-625-8401 or jlucke@umn.edu.

www.cts.umn.edu/Research/Featured/Transitways

UNIVERSITY OF MINNESOTA

CENTER FOR TRANSPORTATION STUDIES, 200 Transportation and Safety Building, 511 Washington Avenue S.E., Minneapolis, MN 55455-0375, Phone: 612-626-1077 E-mail: cts@umn.edu Web: www.cts.umn.edu

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6



Understanding the Impacts of Transitways

The Hiawatha Line: Impacts on Land Use and Residential Housing Value

A Transitway Impacts Research Program (TIRP) Research Brief



"Because of the rail line, the average value of a single-family home in a station area has increased more than \$5,000 and the average value of a multi-family home in a station area has increased more than \$15,500."

—Ed Goetz

Project Background

This study examines the economic impacts of transitways—specifically, the impacts of the Hiawatha Light-Rail Transit Line, which stretches from downtown Minneapolis, Minnesota, to its southern suburbs. Researchers explored how construction of the light-rail line and rail transit stations affects residential property values, land use patterns, and housing investment.

Project Design

The project design addresses three primary research challenges:

- **Classifying stations and defining station area.** Researchers classified the stations based on four different station types: the downtown commercial business district, the neighborhood district, the institutional stations, and the Bloomington commercial district. The study focused mainly on the neighborhood district, because this area had the greatest mix of land use. The station area was defined as a half-mile radius from each transit station.
- **Defining the control area.** Two control areas were defined for this project. One control area was a quarter-mile band outside the defined half-mile impact zone. The second control area was the entire neighborhood of eastern south Minneapolis, one of the city's distinct housing markets.

Project Fast Facts

After construction of the Hiawatha Line:

- The Hiawatha Line produced an increase of \$47.1 million in residential property value between 2004 and 2007.
- Single-family homes near the line sold for 4.2 percent more than homes in the comparison area.
- Homes located closer to stations experienced higher property values due to increased transit accessibility.
- The negative effect on property values near the light-rail line due to nuisances like noise was much smaller than the positive effect on those properties.
- The average value of each single-family home located near a light-rail station increased more than \$5,000.
- The average value of each multi-family property located near a light-rail station increased more than \$15,500.
- A significant amount of new housing construction occurred—183 percent more than would be expected.

Sponsors:

Anoka County

Center for Transportation
Studies, University of
Minnesota

Hennepin County

Itasca Group

Metropolitan Council

Minnesota Department
of Transportation

Ramsey County

University Metropolitan
Consortium, University of
Minnesota

Washington County

In cooperation with:

Center for Urban
and Regional Affairs,
University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

State and Local Policy
Program, Humphrey
Institute of Public Affairs,
University of Minnesota

- **Defining the timeframe.** Researchers considered when impacts of the rail line could be expected to occur. To do this, they charted the number of times "light rail" and "Hiawatha" were mentioned in major local newspapers. Based on this analysis, the year the line opened—2004—was selected as the best time to begin gauging the Hiawatha line's impacts.

Project Conclusions

Impacts on Land Use

So far, the Hiawatha Line has had little impact on land use. However, researchers only had access to land use data up to 2005. Greater land use changes may occur in the future.

Impacts on Development

There has been a significant amount of new housing construction next to the Hiawatha Line—183 percent more than would be expected based on the control area. Altogether, there were 67 residential properties built within 300 feet of the light-rail tracks after funding for the Hiawatha line was announced in 1997. While the number of building permits issued for the rail-line impact zone mirrors the number issued for the control area, the value and scale of the building activity within the impact zone was far greater than building activity in the control area between 2000 and 2007.

Impacts on Property Values

The Hiawatha Light-Rail Line has positively affected residential property values. The positive accessibility effect of station access outweighed the smaller nuisance effect of the rail line on property values. Positive property value impacts were only realized for properties on the west side of the rail line, which is primarily residential. The industrial land use properties on the line's east side did not benefit from proximity to the line. The industrial corridor on the line's east side effectively blunted any positive accessibility effect created by the Hiawatha Line.

Because of the rail line, the average value of a single-family home in a station area has increased more than \$5,000 and the average value of a multi-family home in a station area has increased more than \$15,500. *The Hiawatha Line produced an increase of \$47.1 million in residential property value between 2004 and 2007.*

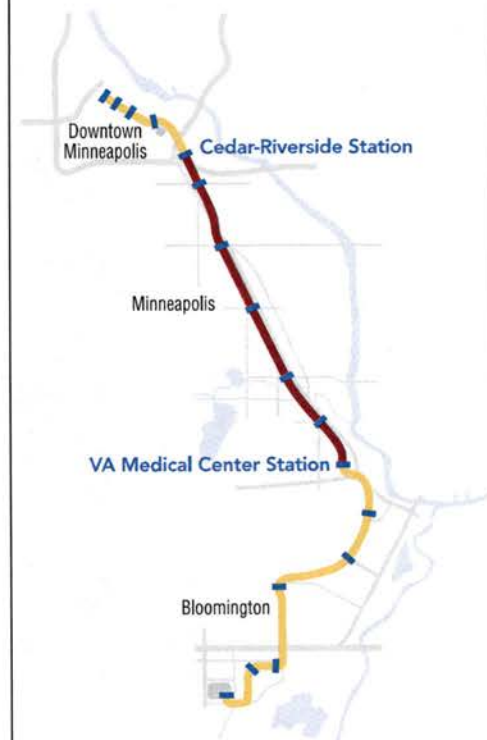
About the Research

The research was conducted by University of Minnesota Humphrey Institute professor Ed Goetz and funded by the Transitway Impacts Research Program (TIRP), a diverse group of transportation stakeholders. Project sponsors include Anoka County, Dakota County, Hennepin County, Ramsey County, Washington County, the Minnesota Department of Transportation, Metropolitan Council, the University Metropolitan Consortium (University of Minnesota), and the Center for Transportation Studies (University of Minnesota).

More information about the TIRP program:
www.cts.umn.edu/Research/Featured/Transitways

The Hiawatha Line Neighborhood Corridor

This study focused on the neighborhood corridor of the Hiawatha Line, stretching from the Cedar Riverside Station to the north and the V.A. Medical Center Station to the south.





Understanding the Impacts of Transitways

Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders

A Transitway Impacts Research Program (TIRP) Research Brief

"The Hiawatha LRT has a much broader influence on the regional transportation network than local buses and express services. LRT plays an important role in improving regional accessibility."—Jason Cao



Project Background

This study examines the profile of transit riders in the Twin Cities and explores the environmental factors influencing mode choice of access to transitways. Researchers compared demographic and behavioral differences in riders of light rail, local buses, express buses, and premium express buses.

Project Design

The data used in this study came from the 2005 Metropolitan Council Transit Rider Survey (TRS). The survey asked transit riders about the characteristics of their trips including origin and destination, boarding and exit stations, access and exit mode choice, and trip transfer and purpose. The survey is available in four languages: English, Hmong, Somali, and Spanish.

Project Conclusions

Choice vs. Captive Riders

A captive transit rider does not have a vehicle or cannot drive. A choice transit rider can drive and does have a vehicle, but chooses transit instead. Researchers found premium express buses have the greatest percentage of choice riders (96 percent) and local buses carry the greatest percentage of captive riders (52

Project Fast Facts

- Light-rail transit balances efficiency and equity by serving both riders who depend on transit and those who use transit by choice.
- Light-rail transit has a broader influence on the regional transportation network than buses.
- Seventy-five percent of light-rail riders walk farther than a quarter-mile to reach a station.
- Light rail promotes reverse commuting: 33 percent of light-rail riders commuted outward.
- One-third of light-rail riders choose to park and ride.
- Light rail supports mode mixing: one in two light-rail riders transfer to another transit service.

Sponsors:

Anoka County

Center for Transportation
Studies, University of
Minnesota

Hennepin County

Itasca Group

Metropolitan Council

Minnesota Department
of Transportation

Ramsey County

University Metropolitan
Consortium, University of
Minnesota

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Center for Urban
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University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

State and Local Policy
Program, Humphrey
Institute of Public Affairs,
University of Minnesota

Characteristics of Transit Modes

Transit Service	Definition	Type of Rider	How Transit is Accessed	Trip Characteristics
Light-Rail Transit	The Hiawatha Line from downtown Minneapolis to its southern suburbs	Mostly choice (62%)	Balanced between bus, walking, and park and ride	Home locations spread throughout the entire region; the average rider lives more than three miles from the line
Express Bus	Connects suburban areas directly to Minneapolis and Saint Paul downtowns	Primarily choice (84%)	About half park and ride (48%)	Home locations clustered at the line origin
Premium Express Bus	Express routes with coach buses	Almost exclusively choice (96%)	Mostly park and ride (62%)	Home locations clustered at the line origin
Local Bus	Serves urban and suburban areas with frequent stops	Mostly captive (52%)	Nearly all bus or walk (90%)	Home locations scattered along route; most riders live within a mile of the bus line

percent).

Light-rail transit balances equity and efficiency. It provides equity by attracting captive riders (31 percent) and by promoting a reverse commute, with 33 percent of riders traveling outward. It also provides efficiency by carrying choice riders (69 percent), alleviating congestion in downtown areas.

Access and Exit Mode Choice

Light-rail transit provides a balance in transit access mode choice among walking (37 percent), park and ride (30 percent), and bus (30 percent). Researchers also found three in four riders who walk to the light-rail station live more than a quarter-mile from the station. In addition, light-rail transit promotes mode mixing, with one in two light-rail riders transferring to another transit service.

Travel Shed Analysis

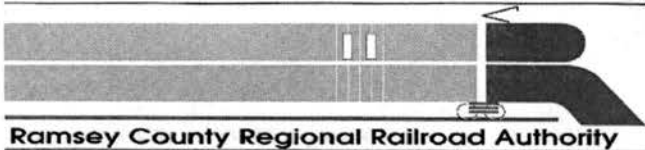
Researchers compared the home locations of each type of transit rider and found light-rail transit has a much wider, regional influence than other modes of transit. Local bus riders' home locations are clustered in a narrow strip along the bus route. Express and premium express bus riders' home locations are clustered in the suburban area of the line's origin.

In contrast, Hiawatha light-rail transit riders come from the entire region, promoting regional accessibility. The average light-rail rider lives more than three miles from the rail line. Researchers also analyzed existing bus routes along the future Central Corridor light-rail route and concluded this light-rail line has the same potential for promoting regional accessibility.

About the Research

The research was conducted by University of Minnesota Humphrey Institute assistant professor Jason Cao and funded by the Transitway Impacts Research Program (TIRP), a diverse group of transportation stakeholders. Project sponsors include Anoka County, Dakota County, Hennepin County, Ramsey County, Washington County, the Minnesota Department of Transportation, Metropolitan Council, the University Metropolitan Consortium (University of Minnesota), and the Center for Transportation Studies (University of Minnesota).

More information about the TIRP program:
www.cts.umn.edu/Research/Featured/Transitways



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 3/16/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 Minnesota High Speed Commission Budget

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor 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. Additionally, the Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago.

On April 28, 2009, the Ramsey County Regional Railroad Authority (RCRRA) Board adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement). The Agreement has since been adopted by the majority of regional railroad authorities along the Corridor creating the Minnesota High Speed Rail Commission (Commission). The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor.

In approving the Agreement, the RCRRA agreed to be a Financial Party and to pay a portion of the Commission's yearly activities. On January 7, 2010 the Commission passed its 2010 Work Plan and total budget of \$39,000. The Bylaws require that a yearly budget be approved by the Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Approve the Minnesota High Speed Rail Commission's 2010 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$13,748 to the Minnesota High Speed Rail Commission's 2010 Budget.
3. Authorize the County Manager to make payments and any necessary budget adjustments in a form approved by Budgeting and Accounting.

EXECUTIVE SUMMARY (Continued)

The approved 2010 Commission budget identifies expenditures of \$39,000 resulting in a RCRRA financial participation of \$13,748 or 35.25%. These funds are available in the 2010 Regional Railroad Authority operating budget. Adoption of the proposed resolution provides RCRRA's funding commitment to the Commission.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 Minnesota High Speed Commission Budget

ATTACHMENTS:

Final 2010 Minnesota High Speed Rail Commission Work Plan and Budget

PREVIOUS ACTION:

On November 18, 2008, staff was authorized to enter into discussions with staff from the Regional Railroad Authorities and cities along the Minnesota High Speed Rail Corridor develop a joint powers agreement.

On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the Minnesota High Speed Rail Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

On April 28, 2009, the Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Corridor Joint Powers Agreement and appointed Jim McDonough as its representative to the Minnesota High Speed Rail Commission for 2009.

On June 2, 2009 the Ramsey County Regional Railroad Authority appointed Janice Rettman as its alternate representative to the Minnesota High Speed Rail Commission for 2009.

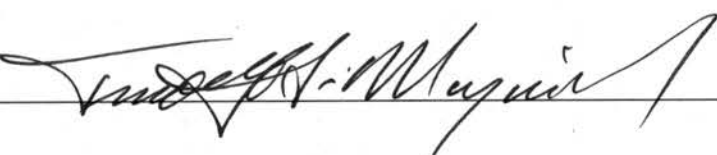
On September 1, 2009 the Ramsey County Regional Railroad Authority approved payment of \$21,150 to the Minnesota High Speed Rail Commission for its portion of the 2009 Commission budget.

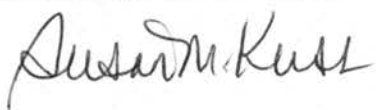
On January 5, 2010 the Ramsey County Regional Railroad Authority appointed Janice Rettman as its representative and Jim McDonough as its alternate representative to the Minnesota High Speed Rail Commission for 2010.

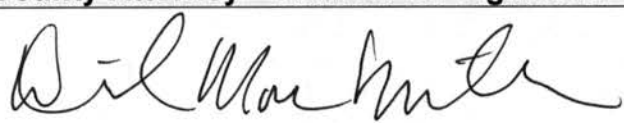
COUNTY MANAGER'S COMMENTS:

Approval of this payment of \$13,748 will allow for work to continue on the Minnesota High Speed Rail Corridor which will ultimately provide high speed rail service from the Twin Cities to Chicago.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 Minnesota High Speed Commission Budget

Regional Railroad Authority – Authorized Signature	Date
	3/9/10

Budgeting & Accounting – Authorized Signature	Date
	3/9/10

County Attorney – Authorized Signature	Date
	3/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 Minnesota High Speed Commission Budget

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor begins at The Union Depot in
2 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 adopted the Minnesota
6 High Speed Rail Commission Joint Powers Agreement ("Agreement") on April 28, 2009; and
7

8 WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad
9 Authorities along the Corridor; and
10

11 WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail
12 Commission ("Commission") which allows its member parties to cooperatively advocate for and
13 analyze the feasibility, environmental impacts, engineering, construction and operation of an
14 integrated rail transportation system in the Corridor along with the associated land use and
15 development impacts; and
16

17 WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the
18 Agreement; and
19

20 WHEREAS, The Commission adopted its 2010 Work Plan and Budget on January 7,
21 2010; and
22

23 WHEREAS, The Bylaws require each Financial Party to approve its financial participation
24 to the Commission; and
25

26 WHEREAS, The Commission's 2010 Work Plan and Budget identified \$13,748, or
27 35.25% as the Ramsey County Regional Railroad Authority funding commitment. Now
28 Therefore, Be It
29

30 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the
31 Commission's 2010 Budget, and Be It Further
32

33 RESOLVED, That the Ramsey County Regional Railroad Authority approves a payment
34 of \$13,748 to the Minnesota High Speed Rail Commission as its funding commitment to the
35 2010 Budget, and Be It Further
36

37 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
38 Manager to make payments and any necessary budget adjustments in a form approved by
39 Budgeting and Accounting.
40



Agenda Item #5
Approval on January 7, 2010

Minnesota High Speed Rail Commission
2010 DRAFT Work Plan and Budget

1. General Activities

The Minnesota High Speed Rail Commission (Commission) will work with Corridor municipalities, the Prairie Island Indian Community, the Minnesota Department of Transportation, the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and others to continue the advancement and development of high speed rail from La Crescent to the Union Depot in St. Paul. To accomplish this the Commission will do the following:

- Monitor progress and offer guidance on Corridor studies
- Coordinate with the Minnesota Department of Transportation on Corridor studies
- Coordinate with other interested parties on high speed rail improvements throughout the United States
- Offer formal comments on Corridor studies and state and federal policy as needed
- Work for the seamless integration of high speed rail into Corridor municipalities comprehensive plans

2. Advocacy and Legislative Coordination

The Commission will continue to develop policy positions and advocate for improved high speed passenger and passenger rail service in the Corridor and throughout the Midwest Regional Rail System. To accomplish this the Commission will do the following:

- Inform legislators of the need for high speed rail service in the Corridor
- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service in the Corridor
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, the Minnesota Department of Transportation, the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high speed passenger rail corridors, and other impacted parties
- Coordinate legislative initiatives with the Red Rock Corridor Commission for those initiatives that impact both Corridors
- Coordinate legislative initiatives with OnBoard Midwest for those initiatives that impact the River Route
- Establish positions on state and federal legislative initiatives that affect the Minnesota High Speed Passenger Rail Corridor
- Encourage the development of a joint Minnesota and Wisconsin application in 2010 for the second round of federal stimulus funds for the design and construction of



Agenda Item #5

Approval on January 7, 2010

the Milwaukee to St. Paul portion of the Twin Cities to Chicago high speed rail corridor.

3. Public Involvement

The Commission's public involvement activities will be developed to increase public awareness of the Minnesota High Speed Rail Corridor, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high speed rail, and existing passenger rail service. These activities will be separate from, but coordinated with the Minnesota Department of Transportation's public involvement activities related to the implementation of the completed Minnesota State Rail Plan. Specific Commission activities will include:

- Develop and implement a Strategic Communications Plan to guide the Commission's public involvement activities that includes:
 - Public Information Strategy
 - Branding Strategy
 - Community Relations
 - Social Media (Twitter, Facebook, etc.)
 - Website Development
 - Supporter Distribution List
 - Media Relations
 - Materials Development and Production
- Coordination with OnBoard Midwest in advocacy for the River Route
- Presentations to civic and community groups throughout the Corridor
- Support for similar organizations (e.g. Midwest High Speed Rail Association)
- Media recognition of Commission meetings and events through print, radio, and public access television

4. Management, Policy, and Administrative Activities

Commission activities will include but not be limited to the following:

- Prepare and adopt the 2011 Work Plan and Budget
- Prepare the annual financial report
- Review insurance needs and procure appropriate insurance
- Provide Commission and staff administration
- Manage Commission expenses
- Attendance and regional/national conferences to educate members on high speed rail and its impact on mobility, the economy, and built environment



Agenda Item #5
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2010 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Travel to Washington D.C. (responsibility of each member)*	
- Travel to National Conferences (responsibility of each member)**	
- Federal/State Advocacy (Financial member in kind contribution)	[\$20,000]
Subtotal	\$5,000
Public Involvement	
- Implementation of Strategic Communications Plan	\$15,000
- Website Hosting/Content Development	\$5,000
- Public Information Materials and Production	\$3,000
Subtotal	\$23,000
Management/Administration	
- Materials	\$3,000
- Insurance	\$3,000
Subtotal	\$6,000
Contingency	\$5,000
Total	\$39,000

*Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists will provide federal and state lobbying services as an in kind contribution of the financial members to the Commission.

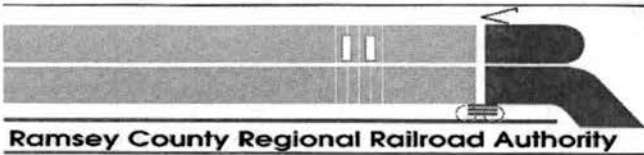
** Travel to out of state events/conferences would be the responsible of each individual member. Total cost per person for a trip to Washington D.C. is approximately \$1,500 and a trip to a national conference is approximately \$2,200 (includes conference registration).



Agenda Item #5
Approval on January 7, 2010

2010 Revenue

Revenue Source		Amount
Federal Appropriations		
Subtotal		\$0
State Appropriations		
Subtotal		\$0
Regional Railroad Authority:	Percentage:	
- Ramsey County	35.25%	\$13,748
- Dakota County	21.50%	\$8,385
- Washington County	18.75%	\$7,313
- Winona County	10.50%	\$4,095
- Goodhue County	8.75%	3,412
- Wabasha County	5.25%	\$2,047
Subtotal	100%	\$39,000
TOTAL		\$39,000



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 03/16/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Selection of a Consultant for the East Metro Rail Capacity and Engineering Improvements Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors. The RCRRA envisions The Union Depot Multi-modal Transit and Transportation Hub (Union Depot) as the premier transit hub in the Region and the State. A previously identified challenge to achieving this vision is the rail capacity constraints within close proximity to the Union Depot. Several chokepoints have been identified including Westminister Junction, located north of downtown St. Paul and Hoffman Avenue junction, located east of the Union Depot. Five percent (5%) of all U.S. Freight Rail traffic moves through Hoffman Avenue junction. In addition to high traffic volumes, freight trains experience several restrictions including track changes, speed reductions, and environmental constraints.

In order to accomplish the vision of connecting the Union Depot to local and regional locations, an East Metro Rail Capacity and Engineering Improvements study needs to be completed. This study will evaluate railroad capacity improvements needed to implement improved Amtrak service, commuter rail, Midwest Regional Rail (high speed), additional passenger rail, and freight movements in the vicinity of the Union Depot.

(Executive Summary continued on next page)

ACTION REQUESTED

1. Approve the selection of, and authorization to enter into negotiations with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study.
2. Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an East Metro Rail Capacity and Engineering Improvements Study.

(Executive Summary continued from previous page)

The RCRRA has secured federal funding in the amount of \$1,600,000 to cover 80% of the cost of the study. The 20% local match of \$400,000 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.

On December 15, 2009, RCRRA authorized staff to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study. The RFP was released on December 16, 2009. Proposals were due January 29, 2010. Three consultant teams submitted proposals.

A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, Washington County RRA, Dakota County RRA, Minnesota Department of Transportation, Metropolitan Council, Amtrak, Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific Railway. The PRC was impressed by the proposals received, including the depth of team knowledge and project experience. Following the proposal review, all three consultants were invited in for interviews.

Upon completion of the interview process, the PRC met to determine the most qualified consultant for recommendation to the RCRRA. The PRC chose TranSystems Corporation due to their ability to provide the best-value in terms of experience of the firm, key persons assigned, ability to meet the timeline, and project requirements.

This study is estimated to be completed in 18-months from the notice-to-proceed date. Staff will ensure close coordination with key stakeholders including the Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, Canadian Pacific Railway, Amtrak, Metropolitan Council, and the Minnesota Department of Transportation as well as activities currently underway at the Union Depot including the Mortenson-led Union Depot Design Team and HR&A Advisors-led Economic Analysis and Development Potential Study for The Union Depot. Staff recommends entering into a contract with TranSystems Corporation for the completion of an East Metro Rail Capacity and Engineering Improvements Study

SUBJECT: Selection of a Consultant for the East Metro Rail Capacity and Engineering Improvements Study

ATTACHMENTS:

RCRRA Resolution R09-53

PREVIOUS ACTION:

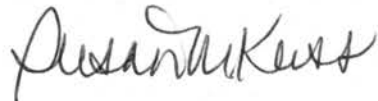
RCRRA Resolution R09-53 authorized the County Manager to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study

COUNTY MANAGER'S COMMENTS:

The East Metro Rail Capacity Study will be beneficial to the long term success and viability of the Union Depot as well as the future build-out of regional transitways and inter-city rail connections.

SUBJECT: Selection of a Consultant for the East Metro Rail Capacity and Engineering Improvements Study

Regional Railroad Authority – Authorized Signature	Date
	3/9/10

Budgeting & Accounting – Authorized Signature	Date
	3/9/10

County Attorney – Authorized Signature	Date
	3/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Selection of a Consultant for the East Metro Rail Capacity and Engineering Improvements Study

DRAFT RESOLUTION

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

4
5 WHEREAS, The Union Depot will be a terminus for numerous transportation modes
6 including Amtrak service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High
7 Speed); and

8
9 WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving
10 RCRRA's vision for the Union Depot; and

11
12 WHEREAS, A study of east metro rail capacity would be beneficial to identifying
13 improvements required for enhanced freight capacity and for the implementation of increased
14 Amtrak, commuter, inter-city, and high speed rail service to the Union Depot; and

15
16 WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the
17 Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the
18 completion of this study; and

19
20 WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient
21 Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit
22 Administration; and

23
24 WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional
25 Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this
26 study; and

27
28 WHEREAS, The services of a consultant to complete an East Metro Rail Capacity and
29 Engineering Improvements Study is helpful in assuring the success of the Union Depot as a
30 regional multimodal transportation hub; and

31
32 WHEREAS, Resolution R09-53 authorized the Ramsey County Regional Railroad Authority
33 to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements
34 Study; and

35
36 WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from
37 RCRRA, Washington County RRA, Dakota County RRA, Mn/DOT, Metropolitan Council, Amtrak,
38 Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific
39 Railway was formed to review the three proposals submitted by consultant firms; and

40
41 WHEREAS, The PRC interviewed all three consultant firms; and

42
43 WHEREAS, The PRC recommends the selection of TranSystems Corporation to complete
44 an East Metro Rail Capacity and Engineering Improvements study based on the firm's significant
45 experience in rail capacity projects, experience of key personnel assigned to the project, the ability
46 to meet the project timeline, and the ability to meet project requirements; Now Therefore Be It

5

47 RESOLVED, That the Ramsey County Regional Railroad Authority approves the selection
48 of, and authorization to enter into negotiations with TranSystems Corporation, 2400 Pershing
49 Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and
50 Engineering Improvements Study; and be it further

51
52 RESOLVED, That the Ramsey County Regional Railroad Authority directs staff to return to
53 the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an
54 East Metro Rail Capacity and Engineering Improvements Study.
55

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: December 15, 2009 No.: R09-53

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

WHEREAS, The Ramsey County Regional Railroad Authority envisions the St. Paul Union Depot as the premier multimodal transit hub for Ramsey County, the State and the Region; and

WHEREAS, The Union Depot will be a terminus for numerous transportation modes including AMTRAK service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High Speed); and

WHEREAS, The railroad capacity constraints in the east metro serve as an obstacle to achieving RCRRA's vision for the Union Depot; and

WHEREAS, A study of east metro rail capacity would be beneficial to identifying improvements required for enhanced freight capacity and for the implementation of increased AMTRAK, commuter, inter-city, and high speed rail service to the Union Depot; and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the completion of this study; and

WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this study; and

WHEREAS, The services of a consultant(s) to complete an East Metro Rail Capacity and Engineering Improvements study is helpful in assuring the success of the Union Depot as a regional multimodal transportation hub; Now Therefore Be It

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, That the County Manager is authorized to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements study, 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.

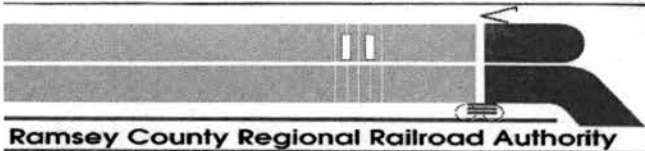
Ramsey County Regional Railroad Authority

	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

8



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 03/16/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: BNSF right-of-way (the Line) between Beam Avenue and I-694

EXECUTIVE SUMMARY: In 2005, Ramsey County, the Ramsey County Regional Railroad Authority (RCRRA), the City of Maplewood, the Burlington Northern Santa Fe (BNSF) Railway, and the Minnesota Commercial Railroad entered into a multi-party agreement. The ultimate purpose was to permit the City to purchase the BNSF right-of-way (the Line) between Beam Avenue and I-694 and convey an easement for trail construction and use to Ramsey County, with the RCRRA then purchasing the Line from the City, subject to the County Trail Easement and a road easement retained by the City.

At the time of this agreement, it was anticipated that the BNSF was conducting formal abandonment proceedings before the Federal Surface Transportation Board (STB), and once STB approval was received, the BNSF would convey all of its rights in the property to Maplewood. It appears, however, that the abandonment process before the STB was not completed, but instead an Interim Trail Use (ITU) permit was granted by the STB. An ITU permit allows a railroad to discontinue service, remove its tracks, and sell its rail corridor to a third party – with the requirement that the Railroad reserve a right to repurchase the line and restart rail service at any time. If abandonment had proceeded to conclusion, the BNSF could have conveyed all of its interest to Maplewood without reserving a right to restrict service. As a result of the ITU requirements, the BNSF has conveyed its interest in the Line to Maplewood, but has reserved the right to repurchase the Line and restart rail service.

(Executive Summary continued on next page)

ACTION REQUESTED:

Authorize the Ramsey County Regional Railroad Authority to move forward with the acquisition by directing staff to:

- 1) Restart the rail abandonment proceedings before the Surface Transportation Board and pursue abandonment of the Line. Retain outside counsel specializing in the area of railroad abandonment.
- 2) Obtain an appraisal of the property to establish an equitable price to pay Maplewood.
- 3) Negotiate with and obtain from the BNSF a new deed whereby the BNSF will surrender its right to repurchase the property and restart rail service.

(Executive Summary continued from previous page)

The RCRRA and Maplewood have never entered into a purchase agreement for the property. The two unresolved issues were and are the purchase price and the reversionary interest retained by the BNSF. The City has advised RCRRA staff that it will make no further out-of-pocket expenditures on either of these issues.

To move the acquisition forward, RCRRA staff has proposed that at RCRRA expense it will undertake the following steps:

1. Restart the rail abandonment proceedings before the STB and pursue abandonment of the line. Due to the specialized nature of railroad abandonment proceedings, outside counsel with expertise in the area should be retained. It is estimated that this expense should be no more than \$10,000.00.
2. RCRRA must obtain an appraisal of the property to establish an equitable price to pay Maplewood.
3. RCRRA will negotiate with and obtain from the BNSF a new deed whereby the BNSF will surrender its right to repurchase the property and restart rail service.

While the RCRRA will incur expense to accomplish steps 1, 2, and 3 above, staff has taken the position with Maplewood that all such costs shall be deducted from the purchase price to be offered and paid to Maplewood.

SUBJECT: BNSF right-of-way (the Line) between Beam Avenue and I-694

ATTACHMENTS: None

PREVIOUS ACTION: None

COUNTY MANAGER'S COMMENTS:

Acquiring the BNSF right-of-way (the Line) between Beam Avenue and I-694 is essential to closing the gap between existing RCRRA owned property in the Northeast/Rushline Corridor right of way.

SUBJECT: BNSF right-of-way (the Line) between Beam Avenue and I-694

Regional Railroad Authority – Authorized Signature	Date
	3/9/10

Budgeting & Accounting – Authorized Signature	Date
	3/9/10

County Attorney – Authorized Signature	Date
	3/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: BNSF right-of-way (the Line) between Beam Avenue and I-694

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority desires to purchase the BNSF
2 right-of-way (the Line) between Beam Avenue and I-694 in Maplewood; and
3

4 WHEREAS, The abandonment process before the Surface Transportation Board was not
5 completed and specialized outside counsel is required to complete the abandonment process; and
6

7 WHEREAS, An appraisal of the property is necessary to establish an equitable price to pay
8 Maplewood; and
9

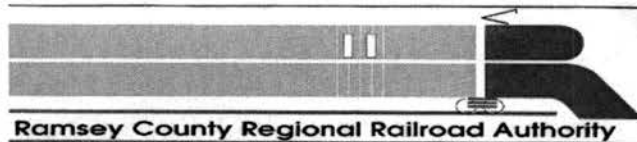
10 WHEREAS, A new deed is necessary whereby the BNSF will surrender its right to
11 repurchase the property and restart rail service; Now Therefore Be It
12

13 RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff, working with
14 the County Attorney, to retain outside counsel specializing in the area of railroad abandonment for
15 the purpose of restarting rail abandonment proceedings before the Surface Transportation Board
16 and pursue abandonment of the Line; and be it further
17

18 RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to obtain an
19 appraisal of the property to establish an equitable price to pay Maplewood; and be it further
20

21 RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to negotiate
22 with BNSF to obtain a new deed whereby the BNSF will surrender its right to repurchase the
23 property and restart rail service; and be it further
24

25 RESOLVED, The Ramsey County Regional Railroad Authority will incur expense to
26 accomplish steps 1, 2, and 3 above and all associated costs shall be deducted from the purchase
27 price to be offered and paid to Maplewood.



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

April 6, 2010

1:30 P.M

Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the April 6, 2010 Board Meeting is presented for approval.

MINUTES of the March 16, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Approve a contract for the East Metro Rail Capacity and Engineering Improvements Study

Board Action Requested:

Authorize the Chair and the Chief Clerk to execute a contract with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study for a not-to-exceed price of \$2,000,000, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

2. Presentation on the Central Corridor Investment Framework by John Shardlow, Bonestroo

Board Action Requested:

None. For information and discussion only.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

March 16, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent - 0. Also present were Julie Kleinschmidt, County Manager, and David MacMillan, Assistant County Attorney.

Chair McDonough called the meeting to order at 10:15 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the March 16, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the February 23, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

1. Transitway Impacts Research Program 2010 Funding Request

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R10-22)

WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota have supported research initiatives to study transitway projects' economic and community impacts through the Transitway Impacts Research Program; and

WHEREAS, The Transitway Impacts Research Program has requested \$20,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2010.

2. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2010 High Speed Rail Commission Budget

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

Commissioner Rettman commented that the budget is lower than last year because of fund balance. She also extended the invitation to the High Speed Rail Commission Meeting in La Crosse to the entire Board and explained it will be an important event.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R10-23)

WHEREAS, The Minnesota High Speed Rail Corridor 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 adopted the Minnesota High Speed Rail Commission Joint Powers Agreement ("Agreement") on April 28, 2009; and

WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad Authorities along the Corridor; and

WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail Commission ("Commission") which allows its member parties 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 Ramsey County Regional Railroad Authority is a Financial Party to the Agreement; and

WHEREAS, The Commission adopted its 2010 Work Plan and Budget on January 7, 2010; and

WHEREAS, The Bylaws require each Financial Party to approve its financial participation to the Commission; and

WHEREAS, The Commission's 2010 Work Plan and Budget identified \$13,748, or 35.25% as the Ramsey County Regional Railroad Authority funding commitment. Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Commission's 2010 Budget, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves a payment of \$13,748 to the Minnesota High Speed Rail Commission as its funding commitment to the 2010 Budget, and Be It Further

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

3. Selection of a Consultant for the East Metro Rail Capacity and Engineering Improvements Study

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R10-24)

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

WHEREAS, The Union Depot will be a terminus for numerous transportation modes including Amtrak service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High Speed); and

WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving RCRRRA's vision for the Union Depot; and

WHEREAS, A study of east metro rail capacity would be beneficial to identifying improvements required for enhanced freight capacity and for the implementation of increased Amtrak, commuter, inter-city, and high speed rail service to the Union Depot; and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the completion of this study; and

WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this study; and

WHEREAS, The services of a consultant to complete an East Metro Rail Capacity and Engineering Improvements Study is helpful in assuring the success of the Union Depot as a regional multimodal transportation hub; and

WHEREAS, Resolution R09-53 authorized the Ramsey County Regional Railroad Authority to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study; and

WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from RCRRA, Washington County RRA, Dakota County RRA, Mn/DOT, Metropolitan Council, Amtrak, Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific Railway was formed to review the three proposals submitted by consultant firms; and

WHEREAS, The PRC interviewed all three consultant firms; and

WHEREAS, The PRC recommends the selection of TranSystems Corporation to complete an East Metro Rail Capacity and Engineering Improvements study based on the firm's significant experience in rail capacity projects, experience of key personnel assigned to the project, the ability to meet the project timeline, and the ability to meet project requirements; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the selection of, and authorization to enter into negotiations with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority directs staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an East Metro Rail Capacity and Engineering Improvements Study.

4. BNSF right of way (the Line) between Beam Avenue and I-694

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

Commissioner Rettman asked whether it was Ramsey County or the City of Maplewood who originally sought to acquire this right of way. She also asked if it is being suggested that they sort out the issues with property before they proceed.

David MacMillan, Assistant County Attorney, said the City of Maplewood initiated the abandonment proceedings, primarily because of their reconstruction of County Road D at that time. He said in 2005, the Ramsey County Regional Railroad Authority (RCRRA), the City of Maplewood, Burlington Northern Santa Fe Railroad (BNSF), and the Minnesota Commercial Railroad entered into a multi-party agreement to permit the City to purchase the BNSF right-of-way (the Line) between Beam Avenue and I-694 and convey an easement for trail construction and use to Ramsey County, with the RCRRA then purchasing the Line from the City, subject to the County Trail Easement and a road easement retained by the City. However, BNSF never completed the abandonment process before the Federal Surface Transportation Board and an Interim Trail Use permit was granted instead. This is an issue because it reserves BNSF a reversionary interest or right to reacquire the Line at any time. At this point, the City of Maplewood has advised that it will not make any further expenditures to clean up this problem. Therefore, the recommendation is that RCRRA restart the abandonment process and negotiate with BNSF to surrender its rights to restart rail traffic. This would make it clear that the RCRRA could acquire the Line free of any reversionary interest from the BNSF. Any expense incurred by the RCRRA to clean up the problem will be deducted from the purchase price of the Line from Maplewood.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R10-25)

WHEREAS, The Ramsey County Regional Railroad Authority desires to purchase the BNSF right-of-way (the Line) between Beam Avenue and I-694 in Maplewood; and

WHEREAS, The abandonment process before the Surface Transportation Board was not completed and specialized outside counsel is required to complete the abandonment process; and

WHEREAS, An appraisal of the property is necessary to establish an equitable price to pay Maplewood; and

WHEREAS, A new deed is necessary whereby the BNSF will surrender its right to repurchase the property and restart rail service; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff, working with the County Attorney, to retain outside counsel specializing in the area of railroad abandonment for the purpose of restarting rail abandonment proceedings before the Surface Transportation Board and pursue abandonment of the Line; and be it further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to obtain an appraisal of the property to establish an equitable price to pay Maplewood; and be it further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to negotiate with BNSF to obtain a new deed whereby the BNSF will surrender its right to repurchase the property and restart rail service; and be it further

RESOLVED, The Ramsey County Regional Railroad Authority will incur expense to accomplish steps 1, 2, and 3 above and all associated costs shall be deducted from the purchase price to be offered and paid to Maplewood.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:25 A.M.

EXECUTIVE SESSION

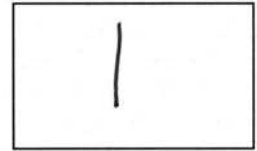
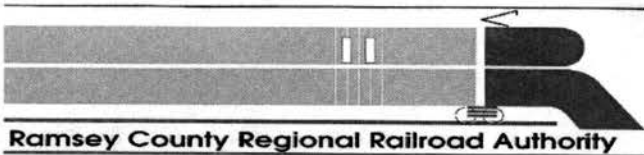
The Ramsey County Regional Railroad Authority Executive Session was called to order at 10:37 A.M., with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, and Chair McDonough – 7. Also present were: Julie Kleinschmidt, County Manager; Darwin Lookingbill, Director, Civil Division, County Attorney's Office; David MacMillan, Assistant County Attorney; Tim Mayasich, Director, Ramsey County Regional Railroad Authority; Paul Nahurski, Project Manager, Ramsey County Regional Railroad Authority; Jolly Mangine, Director, Property Management; and Bruce Thompson, Assistant Director, Property Management.

RE: First Floor Condominium Units located at 214 4th Street East, St. Paul, MN 55101

Commissioner Reinhardt moved the following resolution, seconded by Commissioner Bennett. Roll Call: Ayes - Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – Rettman - 1. (R10-26)

NOW THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority Board authorizes the Director of the Ramsey County Regional Railroad Authority and the Director of Property Management to proceed in the manner as discussed in this Executive Session.

The Executive Session was adjourned at 11:30 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/06/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve a contract for the East Metro Rail Capacity and Engineering Improvements Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors. The RCRRA envisions The Union Depot Multi-modal Transit and Transportation Hub (Union Depot) as the premier transit hub in the Region and the State. A previously identified challenge to achieving this vision is the rail capacity constraints within close proximity to the Union Depot. Several chokepoints have been identified including Westminister Junction, located north of downtown St. Paul and Hoffman Avenue junction, located east of the Union Depot. Five percent (5%) of all U.S. Freight Rail traffic moves through Hoffman Avenue junction. In addition to high traffic volumes, freight trains experience several restrictions including track changes, speed reductions, and environmental constraints.

In order to accomplish the vision of connecting the Union Depot to local and regional locations, an East Metro Rail Capacity and Engineering Improvements study needs to be completed. This study will evaluate railroad capacity improvements needed to implement improved Amtrak service, commuter rail, Midwest Regional Rail (high speed), additional passenger rail, and freight movements in the vicinity of the Union Depot.

(Executive Summary continued on next page)

ACTION REQUESTED

Authorize the Chair and Chief Clerk to execute a contract with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study for a not-to-exceed price of \$2,000,000, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

SUBJECT: Authorize a contract for the East Metro Rail Capacity and Engineering Improvements Study

(Executive Summary continued from previous page)

The RCRRA has secured federal funding in the amount of \$1,600,000 to cover 80% of the cost of the study. The 20% local match of \$400,000 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.

On December 15, 2009, RCRRA authorized staff to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study. The RFP was released on December 16, 2009. Proposals were due January 29, 2010. Three consultant teams submitted proposals.

A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, Washington County RRA, Dakota County RRA, Minnesota Department of Transportation, Metropolitan Council, Amtrak, Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific Railway. Following the proposal review, all three consultants were invited in for interviews. The PRC was impressed by the TranSystems Corporation team's written proposal and oral interview and determined they their proposal provided the best combination of firm experience, persons assigned, ability to meet the time line, and project requirements.

On March 16, 2010, the RCRRA approved the selection of TranSystems Corporation and authorized staff to enter into contract negotiations for completion of the East Metro Rail Capacity and Engineering Improvements Study. This study is estimated to be completed in eighteen months from the notice-to-proceed date. Staff recommends approval of the contract with TranSystems Corporation, for the completion of Metro Rail Capacity and Engineering Improvements Study.

SUBJECT: Approve a contract for the East Metro Rail Capacity and Engineering Improvements Study

ATTACHMENTS:

1. Contract for the East Metro Rail Capacity and Engineering Study (on file with RCRRA office)
2. RCRRA Resolution R09-53
3. RCRRA Resolution R10-24

PREVIOUS ACTION:

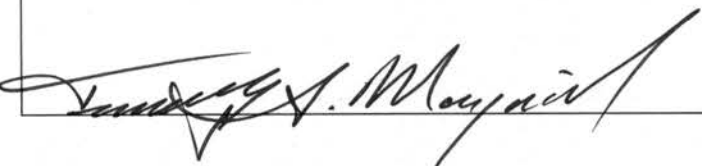
RCRRA Resolution R09-53 authorized the County Manager to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study.

RCRRA Resolution R10-24 approved the selection of TranSystems Corporation and authorized staff to enter into contract negotiations for completion of the East Metro Rail Capacity and Engineering Improvements Study.

COUNTY MANAGER'S COMMENTS:

The East Metro Rail Capacity Study will be beneficial to the long term success and viability of the Union Depot as well as the future build-out of regional transitways and inter-city rail connections.

SUBJECT: Approve a contract for the East Metro Rail Capacity and Engineering Improvements Study

Regional Railroad Authority – Authorized Signature	Date
	3/31/10

Budgeting & Accounting – Authorized Signature	Date
	3/31/10

County Attorney – Authorized Signature	Date
	4/1/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve a contract for the East Metro Rail Capacity and Engineering Improvements Study

DRAFT RESOLUTION

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

5 WHEREAS, The Union Depot will be a terminus for numerous transportation modes
6 including Amtrak service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High
7 Speed); and
8

9 WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving
10 Ramsey County Regional Railroad Authority's vision for the Union Depot; and
11

12 WHEREAS, A study of east metro rail capacity would be beneficial to identifying
13 improvements required for enhanced freight capacity and for the implementation of increased
14 Amtrak, commuter, inter-city, and high speed rail service to the Union Depot; and
15

16 WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the
17 Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the
18 completion of this study; and
19

20 WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient
21 Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit
22 Administration; and
23

24 WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional
25 Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this
26 study; and
27

28 WHEREAS, The services of a consultant to complete an East Metro Rail Capacity and
29 Engineering Improvements Study is helpful in assuring the success of the Union Depot as a
30 regional multimodal transportation hub; and
31

32 WHEREAS, Resolution R09-53 authorized the Ramsey County Regional Railroad Authority
33 to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements
34 Study; and
35

36 WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from
37 Ramsey County Regional Railroad Authority, Washington County RRA, Dakota County RRA,
38 Mn/DOT, Metropolitan Council, Amtrak, Burlington Northern Santa Fe Railway, Union Pacific
39 Railroad Company, and Canadian Pacific Railway was formed to review the three proposals
40 submitted by consultant firms; and
41

42 WHEREAS, The PRC interviewed all three consultant firms; and
43

44 WHEREAS, Resolution R10-24 approved the selection of TranSystems Corporation and
45 authorized staff to enter into contract negotiations for the completion of the East Metro Rail
46 Capacity and Engineering Improvements Study; Now Therefore Be It
47

5

48 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair and
49 Chief Clerk to execute a contract with TranSystems Corporation, 2400 Pershing Road, Suite 400
50 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering
52 Improvements Study for a not-to-exceed price of \$2,000,000, subject to approval by the County
53 Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: December 15, 2009 No.: R09-53

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

WHEREAS, The Ramsey County Regional Railroad Authority envisions the St. Paul Union Depot as the premier multimodal transit hub for Ramsey County, the State and the Region; and

WHEREAS, The Union Depot will be a terminus for numerous transportation modes including AMTRAK service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High Speed); and

WHEREAS, The railroad capacity constraints in the east metro serve as an obstacle to achieving RCRRA's vision for the Union Depot; and

WHEREAS, A study of east metro rail capacity would be beneficial to identifying improvements required for enhanced freight capacity and for the implementation of increased AMTRAK, commuter, inter-city, and high speed rail service to the Union Depot; and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the completion of this study; and

WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this study; and

WHEREAS, The services of a consultant(s) to complete an East Metro Rail Capacity and Engineering Improvements study is helpful in assuring the success of the Union Depot as a regional multimodal transportation hub; Now Therefore Be It

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, That the County Manager is authorized to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements study, 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.

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: March 16, 2010 No.: R10-24

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

WHEREAS, The Union Depot will be a terminus for numerous transportation modes including Amtrak service, inter-city passenger rail, commuter rail, and Midwest Regional Rail (High Speed); and

WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving RCRRA's vision for the Union Depot; and

WHEREAS, A study of east metro rail capacity would be beneficial to identifying improvements required for enhanced freight capacity and for the implementation of increased Amtrak, commuter, inter-city, and high speed rail service to the Union Depot; and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the completion of this study; and

WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this study; and

WHEREAS, The services of a consultant to complete an East Metro Rail Capacity and Engineering Improvements Study is helpful in assuring the success of the Union Depot as a regional multimodal transportation hub; and

WHEREAS, Resolution R09-53 authorized the Ramsey County Regional Railroad Authority to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study; and

WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from RCRRA, Washington County RRA, Dakota County RRA, Mn/DOT, Metropolitan Council, Amtrak, Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific Railway was formed to review the three proposals submitted by consultant firms; and

WHEREAS, The PRC interviewed all three consultant firms; and

RESOLUTION

Board of Ramsey County Regional Railroad Authority

WHEREAS, The PRC recommends the selection of TranSystems Corporation to complete an East Metro Rail Capacity and Engineering Improvements study based on the firm's significant experience in rail capacity projects, experience of key personnel assigned to the project, the ability to meet the project timeline, and the ability to meet project requirements; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the selection of, and authorization to enter into negotiations with TranSystems Corporation, 2400 Pershing Road, Suite 400 Kansas City, MO 64108, for completion of an East Metro Rail Capacity and Engineering Improvements Study; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority directs staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an East Metro Rail Capacity and Engineering Improvements Study.

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

Agreement
Between Ramsey County Regional Railroad Authority and TranSystems Corporation
For completion of an East Metro Rail Capacity and Engineering Improvements Study

This is an Agreement between Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, ("RCRRA") or ("Purchaser") and TranSystems Corporation, d/b/a TranSystems Corporation Consultants, 2400 Pershing Road, Suite 400, Kansas City, MO 64108 ("Contractor").

The RCRRA and the Contractor agree as follows:

1. **Scope of Services**
 - a. The Contractor shall provide services specified in **Addendum 1**, attached hereto and made a part of this Agreement.
2. **RCRRA Roles and Responsibilities**

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

The services will be completed 18 months from execution of this contract.
4. **Cost/Payment**
 - a. The RCRRA will pay the Contractor on a time and materials basis up to a maximum not-to-exceed sum of \$2,000,000, inclusive of expenses.
 - b. Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA 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 RCRRA 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, as authorized by RCRRA. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
 - c. The Contractor shall submit monthly invoices to RCRRA for services as set forth in Addendum 1. Payment will be made within 35 days of receipt of a detailed invoice.
 - d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.
 - e. The Contractor must sign and return to RCRRA the Certification form attached to and made a part of this Agreement as **Exhibit A**.

5. Independent Contractor

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

6. Indemnification

To the greatest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, employees, and agents may hereafter sustain, incur or be required to pay to the extent caused by of any negligent and/or wrongful act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. Contractor is not obligated to indemnify the RCRRA or any indemnitee in any manner whatsoever for the indemnitee's own negligence.

7. Insurance

- a. 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.
- b. 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. All coverage limits may be met with a combination of the primary and excess policies.
 - b.1 Commercial General Liability Insurance
 - b.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
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

- b.1.3 Ramsey County Regional Railroad Authority, 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.
 - b.2 Workers' Compensation and Employer's Liability
 - b.2.1 Workers' Compensation as required by Minnesota Statutes
 - b.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - b.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - b.3.1 Per Claim Limit: \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - b.3.2 All policies shall be written as acceptable to RCRRA .
 - b.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.
- c. 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.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. 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 RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.
- f. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 RCRRA, submit a written report to the RCRRA regarding the efforts and results of such efforts, including employment by job classification.

13. Workplace Violence Prevention

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

under this 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.

14. 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.

15. 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.

16. 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.

The Contractor agrees to defend, indemnify, and save and hold the RCRRA, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the agreement.

The Contractor agrees to appoint a Responsible Authority for purposes of the Minnesota Government Data Practices Act.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA data is contained or which are used to access RCRRA data for the Project. Additionally, access to RCRRA data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and

the encryption of computers and storage devices. At the conclusion of the Project, all RCRRA data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRA written verification that the data has been purged.

17. 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.

18. 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. The RCRRA agrees that in the event that Contractor produces for inspection and examination any of its books, documents, records or other items subject to audit hereunder, the RCRRA and those acting for and on its behalf will consider such information proprietary and confidential to Contractor and will not use any of such information for any purpose not specifically authorized hereunder, to the extent permitted by Minnesota Statutes Chapter 13.

19. 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.

20. **Termination [Federal Clauses]**

a. **Termination for Convenience**

The RCRRA 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 the RCRRA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RCRRA, the Contractor will account for the same, and dispose of it in the manner the RCRRA directs.

b. **Termination for Default [Breach or Cause]**

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 RCRRA 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 RCRRA 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 RCRRA, 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**

The RCRRA 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 RCRRA'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 the RCRRA setting forth the nature of said breach or default, the RCRRA 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 the RCRRA 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 RCRRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the

RCRRA shall not limit the RCRRA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience

The RCRRA, 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 RCRRA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Reimbursable Expenses

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.

27. Contractor Certification Regarding Debarment, Suspension, and Responsibility

Federal Regulation 45 CFR 92.35 prohibits the RCRRA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, the Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this Agreement:
 - 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2) violated any federal or state antitrust statutes; or
 - 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2) violating any federal or state antitrust statutes; or
 - 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
- e. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and

- f. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
- g. Shall immediately give written notice to the RCRRA should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

28. Fly America Requirements

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.

29. Energy Conservation Requirements

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.

30. Clean Water Requirements

- a. 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.
- b. 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.

31. Access to Records and Reports

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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).

32. 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.

33. Clean Air Act

- a. 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.
- b. 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.

34. No Government Obligation to Third Parties

- a. 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.
- b. 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.

35. Program Fraud and False or Fraudulent Statements and Related Acts

- a. 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.

- b. 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.
- c. 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.

36. Civil Rights Requirements

- a. 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.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) 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.

- 2) 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.
- 3) 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.

- c. 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.

37. Disadvantaged Business Enterprise (DBE)

- 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.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 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.

38. Entire Agreement

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

The signature page follows:

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds Available:

Budgeting and Accounting

**TRANSYSTEMS CORPORATION
CONSULTANTS**

By: James L. Terry
Print Name: James L. Terry
Title: Principal / Senior Vice President

Date: 4/1/2010

ADDENDUM 1: Scope of Services

Addendum 1 - Scope of Services

Scope of Services

The specific study approach presented below is keyed to the items requested in the RFP documents.

B.1. Project Management and Stakeholder Involvement

Throughout the project, the team will focus on the overriding themes of communication and coordination. While all the stakeholders have a common goal of improving the rail operations of both freight and passenger rail systems, each stakeholder has unique goals and issues. Open communication is critical to determine a plan that best meets the current and future needs of the East Metro rail system.

The project team understands that the success of a project often lies in the ability to obtain consensus and support from the various stakeholders identified in Attachment 4 of the RFP, as well as key stakeholders identified in Section I.A. By providing continuous opportunities for meaningful dialog with stakeholders, we will achieve a sense of project ownership and collaboration. Early and active participation by key stakeholders is critical to project success. The freight railroads in particular have a higher stake in the proposed improvements and will provide valuable input. It is important that they remain engaged in a positive way throughout the project process.

Project Management Meetings

Our team will meet with RCRRA representatives approximately every two to three weeks through the duration of the project, to review progress, set action items, and establish agendas for the Technical Advisory Group (TAG) and stakeholder workshops. The project team will prepare agendas and meetings minutes for each of these project management meetings, including the tracking of action items, responsible parties and timeframes. All meeting materials will be reviewed by the RCRRA project manager prior to sending to the entire attendee list. Members of our team will also attend up to two meetings per month for additional commissions and other stakeholders by request of the RCRRA project manager.

Technical Advisory Group (TAG) Meetings

It is anticipated that the core membership of the TAG will consist of technical representatives from RCRRA, Amtrak, CPR, BNSF, UPRR, Twin Cities & Western Railroad (TCW), Metropolitan Council, Minnesota DOT, and the Red Rock Corridor Commission. Other representatives may include staff from cities or resources agencies, as applicable. The TAG will develop technical ownership in the project and lends additional credibility to project decisions.

An initial kickoff meeting will be held to confirm basic project objectives, solidify a work plan, and obtain consensus on project elements with TAG members. The role of the TAG will be clearly established at this meeting, to set the stage for future work by the committee. A common date, time, and location for meetings will also be set. Our team will prepare agendas and meeting minutes for up to 18 TAG meetings over the duration of the project. Up to five project team members will be in attendance, depending on the issues to be discussed. The project manager will be present at every meeting to provide continuity for TAG members.

Stakeholder Workshops

People absorb information in different ways. As more is learned about the project stakeholders, the typical workshop format will be adapted to cater to different types and levels of participation. At this time, we would suggest the workshops be structured as follows: a presentation to the group on project status, followed by breaking into smaller groups led by a facilitator to discuss a list of predetermined questions. We also recommend that at the end of the workshop, the whole group reconvene to share comments and ideas. We have found this sequence of techniques allows common information to be shared, but also allows for opinions and questions to be more freely shared in a smaller setting. The predetermined questions provide focus and ensure that feedback is received on specific issues that are important to the project. Other techniques will be employed to effectively respond to stakeholder feedback.

The placement of workshops within the project schedule is based on key input or decision points in the project. Our project team will work with RCRRA to ensure that workshops are timed to offer valuable opportunities for stakeholder

Addendum 1 - Scope of Services

input. It is important that stakeholders feel that their time and opinion is valued, so they will remain engaged throughout the project process. We will conduct up to three workshops (introductory, mid-term and final), to be held in a central location that is convenient for most parties. For each workshop, we will prepare a project update presentation, a list of questions to facilitate discussion, and up to three project handouts or illustrations. Following each workshop, a summary will be prepared for the project management and TAG meetings. Responses to specific comments, or grouped as common comments, will also be prepared and posted to the county website following review by RCRRA.

Informational Materials and Notices

In coordination with RCRRA, our project team will prepare, print and mail notices and agendas in advance of each TAG meeting. Initial notification may occur by US Mail, but in the interest of reducing paper waste, email addresses will be collected and future notices will be sent via email when available. A list of names and addresses will be provided by the county.

It is anticipated that primary stakeholder workshop notification will occur via a full-color flyer which will be mailed in advance of each workshop. The flyer will include graphics and clear text describing current aspects of the project, upcoming opportunities for involvement, project contact information, and progress to date. Email addresses of attendees will be collected at the first workshop, and will be used for future correspondence. Electronic versions of workshop materials will also be made available after the workshops for those who were unable to attend.

A graphical header and/or logo which represents the project will be developed early in the process and will be used on all publications and work products.

In addition to the stakeholders listed in the RFP, RCRRA has requested the project team interact with two specific neighborhood groups. These groups have expressed concern over activities at the CP hump yard located just south of Hoffman Junction. To facilitate the two groups' involvement, the project team will conduct two combined open house meetings. The first meeting will gather issues and ideas from the residents, and the follow-up meeting will share what the team has done to explore the issues and feasible concepts that alleviate concerns. Coordination will be required with the CP to understand their equipment and operations before any alternatives can even be considered. Of course, any improvements must be acceptable to the CP.

One-on-One Stakeholder Meetings

Particularly in the early stages of the study, the project team will meet individually with specific stakeholders to gain an understanding of their current issues and future capacity needs. The Class I freight railroads do not typically send the entire contingent of planning, operations, maintenance, and engineering staff to a local project meeting. The project team will go to regional and national locations for the railroads to meet with the different departments. At these meetings, the railroads will be asked to describe their current constraints in the East Metro study area, verify the existing and future train counts, and plans for future improvements. During Task 1.0, the project team will meet with the BNSF, CPR, and UPRR in their offices to have these discussions.

To provide a consistent message to the stakeholders, the project team will have one common team member at all of the Class I freight railroad one-on-one meetings.

B.2. Task 1.0: Review of Previously Completed Work

A significant number of completed studies and analyses are the foundation for this study. The TranSystems project team consists of key individuals and firms that have either led or participated in the previous work in the study area. Through our project team's experience, we will be able to effectively "to hit the ground running" and provide an excellent knowledge base for the evaluation of existing conditions and proposed scenarios. The team will also coordinate extensively with ongoing projects such as the Union Depot Intermodal Transportation and Transit Hub to ensure appropriate coordination as that design progresses.

Addendum 1 - Scope of Services

In addition to reviewing the previous plans and studies, the project team will collect publicly available information including base mapping; geotechnical; environmental; cultural resources; drainage; utilities; freight rail and signal; and existing passenger rail.

Base Mapping

The Ramsey, Washington, and Dakota Counties aerial mapping information will be utilized to allow the design of alternative scenarios to begin immediately. We believe the quality of the information is such that the majority of detailed field survey and geotechnical investigations can be performed later in the study after selected alternatives have been determined, particularly in areas that may be many miles to the southeast down the jointly operated BNSF and/or CPR lines where siding and cross-over improvements may be identified during the study. Available Saint Paul GIS data, railroad valuation and right-of-way maps, and a field search for survey monuments will be used to estimate the right-of-way for the corridor within approximately one foot horizontally, (concentrating on critical areas). The project team will perform LIDAR scans of the critical areas at existing grade crossing structures, and perform select rail surveys early in Task 1.0.

Geotechnical

Grade separation structures and even track road bed designs will require information on the existing soils, rock and local geology. Geological information will be requested from the appropriate owning agencies for such projects as the Wabasha Street Bridge, the previously proposed Central Corridor OMF site, Lafayette Street/Hwy 52 Bridge replacement, and the Phalen Boulevard Bridge over Westminster Junction. American Engineering and Testing (AET) will gather past boring information in the study area and review bedrock geology maps. AET also will provide general geotechnical knowledge gathered from years of experience in the study area.

Environmental

Environmental screening completed in this task will be used to inform and guide the capacity analysis to ensure improvement scenarios are developed within the context of surrounding sensitive environmental and social issues. The rail corridors included in this study stretch across a large portion of Saint Paul and adjacent cities and through a wide variety of landscapes and cover types. As a result, the potential environmental constraints will also be widely varied. The more obvious may include water features such as floodplains, wetlands and streams given the proximity of the Mississippi River and its tributaries. Noise and vibration are almost always a concern when evaluating railroad corridors, as is potential for soil contamination. Where railroad rights-of-way are wide and have experienced periodic fires and minimum disturbance, there is also the potential for rare plant species to be present. There are also several parks and public open space areas that lie adjacent or near to these rail corridors including the Mississippi River Critical Area, Bruce Vento Nature Sanctuary, several city and regional parks (for example Lillydale, Harriet Island, Raspberry Island, Indian Mounds Park, Pigs Eye) and several local and regional trails (for example Bruce Vento, Sam Morgan, Big River, Battle Creek). Potential contaminated sites will be identified on base maps as they are located from previous studies provided by the railroads or public sources.

As part of the screening evaluation, these and other environmental issues will be identified based on existing documentation such as the state GIS database, agency records, general inventory maps, previously completed federal and state environmental documents (e.g. Union Depot EA, Central Corridor FEIS/ROD), and other publicly available data, as well as current aerial photography and project survey data. Based on our relationships with local agencies we will also contact local representatives to identify any additional data, obtain updates, and discuss their concerns or issues related to the project. These locations issues will be noted on base maps, coordinated with the project team and documented in the screening report for further evaluation in subsequent environmental review documents

Other agencies that will be contacted early in the study include the Saint Paul Downtown Airport concerning potential approach corridor height restrictions and the US Coast Guard for issues related to rail bridges that cross the Mississippi River.

Addendum 1 - Scope of Services

Cultural Resources

Implementation of the proposed improvements resulting from the study will likely utilize federal funding and/or require federal permits. Therefore, implementation of the recommended improvements will require compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, as well as state laws governing cultural resources. In addition, there are currently two programmatic agreements that have been drafted for the Central Corridor Light Rail Transit project and the Union Depot rehabilitation that could apply to this project as it moves forward into implementation.

To provide baseline cultural resources data to aid in developing and analyzing proposed improvement alternatives, as well as prepare for future cultural resources compliance requirements, a cultural resources literature review and alternatives review will be performed. The cultural resources literature review will involve background research at the Minnesota State Historic Preservation Office (SHPO) to identify all archaeological sites and historic architectural properties that have been previously recorded within the study area. This data identifies known historic resources that may be impacted by proposed improvement alternatives and aid in identifying the alternatives with the least potential for impacting significantly known cultural resources. A Phase I architectural history review of the historic railroads assumes that no field survey will be completed. The review for each alternative will involve historical and current maps and an aerial review to identify possible railroad-related resources within the right-of-way that may contribute to the line's potential historic significance. Additional archival research will be conducted at the Minnesota Historical Society to obtain information pertaining to the history of the railroads. The exact scope of work and associated cost for any Phase I investigation that may be required cannot be determined until the literature review is completed and the total number of railroads that have not been previously inventoried is known; however, for purposes of this study it is assumed that a Phase I review of no more than eight rail segments will be required.

Drainage

The project team will review published requirements and water resources data from cities, counties, watershed districts, watershed management organizations, the US Army Corps of Engineers, FEMA, Minnesota Department of Natural Resources and US Fish and Wildlife Service in the area of proposed rail and land improvement. Other information collected and field work includes major drainage facilities, existing and proposed drainage plans, and drainage maps. This data collection task will be closely coordinated with the preliminary environmental inventory work elements to ensure comprehensive information is available for use by the project team.

Utilities

The utility coordination and preliminary utility mapping task will follow the guidelines and principles of the Minnesota Department of Transportation Utilities Manual and C/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. Existing private utility information will be acquired through researching existing railroad permits and easements, Gopher State One Call, and utility owner informational meetings. Publicly owned utilities crossing the railroad right-of-way will be identified via information gathered from Minnesota DOT or through city records. All information received will be consolidated and refined to produce a comprehensive utility base map, populate draft Utility Information Sheets (UIS), and produce a utility contact list. Coordination meetings will be held with utility owners to verify and confirm the base map and draft UIS sheets. Utility coordination will begin in Task 1.0, and continue on through the duration of the study.

Freight Rail and Signal

The project team will collect available track chart and timetable information from each of the three Class I railroads in advance of fact gathering meetings with railroad operating, signal, maintenance, and engineering staff. To gather both physical and operational information, it is expected that key team members will travel to the appropriate offices of the railroads and meet with different departments. In addition to preparing base maps with track, switch, and control point information, operating criteria will be discussed. Each railroad will have long-range plans for freight movement through the corridor, and a number of capacity improvements (independent of passenger rail) may be required to meet those volumes. Dispatching and operating improvements will play a critical role in determining the most cost-effective improvement scenarios. Signal efforts during this task also include assessing the current systems in place with the assistance of signal staff at each of the railroads for location and type of equipment, signal spacing,

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speed and current constraints. The assessment will include understanding each railroad's plan for implementation of PTC on these routes and how that might affect the compatibility of the systems and joint trackage. Documentation will be assembled for all affected routes.

Most of the Class I railroads provide their own signaling design and their signal departments are very busy, especially with the PTC mandates. The project team will coordinate with the railroads and provide signal and communications design to a level that allows the construction cost estimate to be appropriate for the study and corresponding planning decisions the stakeholders will make. Should some or all of the improvements proceed beyond the 30% design prepared for this project, the signaling documents will be available as a starting point for the corresponding railroad.

Maintenance is a significant concern for the freight railroads. Maintenance of track and particularly new grade separation structures will play a large role in the cost/benefit analysis of different improvement scenarios. Any reduction in maintenance costs on existing track and structures will be considered a benefit by the owning railroad, so understanding maintenance issues is important to the success of the study.

During Task 1.0, a field review will be performed to assess rail and tie condition, along with structural, drainage, utilities, and signal infrastructure.

Lastly, existing freight rail customer and short line operation information will be collected. Local service cannot be underestimated or ignored, and the manifest trains that provide the service have a definite operational impact on the system.

Existing Passenger Rail

Existing Amtrak operations are being considered in detail in the current Saint Paul Union Depot project. Track improvements will be required to allow Amtrak to reach the Depot, and connections to the existing UPRR main line must be made both east and west of the Depot. There are also storage and repositioning tracks needed to allow efficient operation. The project team will coordinate with the Union Depot project team to ensure that the two projects have a unified approach to the rail design for this critical movement.

A full understanding of existing conditions allows the team to begin developing conceptual designs for improvements. The project team will emphasize a comprehensive plan to not only collect all pertinent information, but also understand how each stakeholder's needs impacts the other stakeholders. The existing conditions will be summarized with a series of base maps with overlays of related information such as track infrastructure, dispatching and operations, signals, train counts (existing and proposed) and environmental constraints. A technical memorandum will also be produced for consideration of the stakeholders and basis of further phases of the study.

B.3. Task 2.0: Introductory Stakeholder Workshop

After a complete analysis of the existing conditions and previous studies, an introductory stakeholder workshop will be held. This will be an opportunity to gather all of the key stakeholders in one place for a discussion of, not just the issues that they have in common, but the issues that are unique to each. These discussions will begin the important consensus building effort by introducing possible win-win improvements to the rail infrastructure and possible compromises. We would expect these meetings to be at a central location such as the Saint Paul Union Depot.

Prior to the workshop, the project team will distribute materials so the stakeholders are well-informed of the results of Task 1.0, allowing them to collect feedback from their planning, engineering, and operations staff in advance, and provide valuable input at the meeting.

B.4. Task 3.0: Perform Simulations

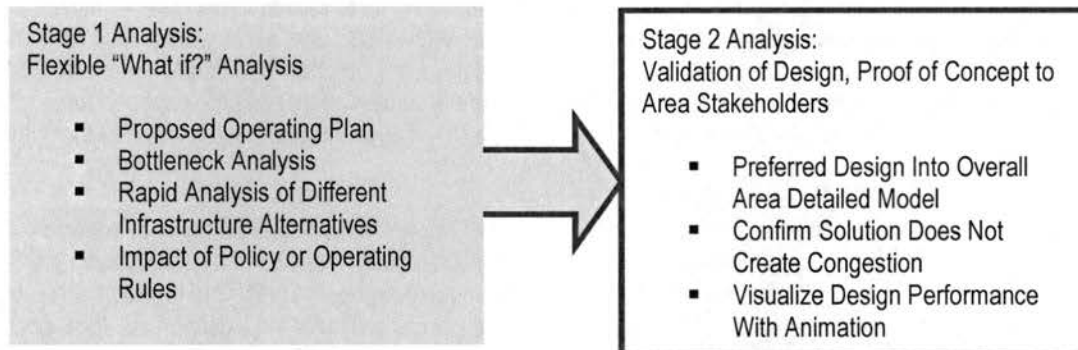
The results of the introductory stakeholder workshop will be used to prepare rail improvement concepts for the simulation analysis. While the existing rail system is being modeled and validated, rail designs for improvement

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scenarios will be developed. Necessary information includes rail plans, profiles, and design speeds in addition to cross-over and turnout locations.

Simulation Approach

Our approach proposes a possible two-stage process for modeling and analysis to support the study. Dividing the modeling process into two stages offers the flexibility to analyze among numerous alternatives. For complex rail networks like the study area, there are numerous interactions among different operators and facilities, and often a number of alternatives that need to be analyzed to arrive at the appropriate solution. Below is an example of a two stage modeling and analysis approach.



During Stage 1, the simulation analysts will determine the best combination of design and operating plans to support existing and proposed train service, while the modeling in Stage 2 will help to validate the design and integrate the new rail operations with the existing operations, considering the needs of the stakeholders. TranSystems will work with the stakeholders during the project kickoff meetings to tailor the modeling approach to best meet project requirements, goals, and objectives.

Modeling Software

TranSystems has current licenses and uses a variety of modeling tools to support the modeling and analysis approach, including Rail Traffic Controller (RTC) and RailSim. TranSystems is currently using RTC for a large network-wide representation of the Long Island Railroad (LIRR), a very busy passenger rail system that also has some freight and yard requirements. Additionally, TranSystems has used RailSim to develop detailed train performance calculations as needed to validate infrastructure designs for different proposed equipment configurations.

Simulation tools, such as RTC, provide the ability to realistically "play back" proposed rail operating plans (schedule and frequency of trains) on a rail infrastructure network. Since the level of detail required can be more than what is known during the planning phase, many operating assumptions (terminal times, interlocking routing, dedicated versus shared tracks, etc.) are typically difficult to define and can only be represented via the assumed inputs.

TranSystems has developed its own unique modeling tool to capture and represent operating practices, routing patterns, and more. This unique solution is called Transportation Modeling Studio (TMS) and it has been used for numerous rail carriers including the BNSF, CPR and others.

TMS was developed by TranSystems and gives our clients the ability to change variables and quickly see the effects by altering specific items. Numerous Class I railroads are taking advantage of TMS for their projects with operations challenges.

TMS automatically generates an animation of the network. The animation shows each train within the network and the model uses a map-like view to demonstrate communication with area stakeholders. Developed to analyze

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complex projects like in the East Metro, TMS can be used to expedite analyses which can include dozens of simulation runs. With the capability to create "what if" scenarios, the TMS approach is flexible and assists in customizing the analysis to answer the necessary questions and draw the appropriate solutions during the capacity evaluation stage. Flexibility and expediency in tailoring the analysis is a key benefit of the TMS approach since, in our experience, changes to the design are often found during the preliminary analysis.

Similar to RTC, the TMS model includes the logic elements to represent rail capacity and demonstrate how a dispatcher would avoid conflicts and select available routes. TMS is not designed to replicate the dispatcher logic exactly, but it includes "best practices" dispatch logic so that the performance of a design alternative can be assessed. The model will only move trains through an interlocking if it is safe to move them. If there is a pending conflict, or headway allowances are not available, the train will be held back (at the platform, siding, or other location) and the train delay reported by the model. This report of delay is an important comparative measurement between alternatives and indicates whether the level of infrastructure is capable of meeting the capacity demands. TMS can report delays on an individual train level, by time of day, by track segment/switching area, and other views.

How the Two Stage Approach Works

The proposed two-stage modeling and analysis allows for TMS to be used during Stage 1 to analyze a variety of "what if" scenarios on a rapid basis – especially to understand capacity impacts of the rail operator's practices and activities. During Stage 2, after the preferred solution has been developed, the RTC software can then be used to validate the design on a more detailed level and to ensure compatibility with the existing Class I rail operations. The results of the Stage 1 modeling can also be directly used by the Stage 2 RTC modeling as needed.

Because the study considers a number of new passenger services, the number and schedule of those proposed trains is another component of the base data. The project team will review the goals of each new service with the appropriate agency to better understand the impact of potential conflicts. For example, while the most obvious movement is from the southeast into the Union Depot, departures to the west of the Depot must also be understood. For example, utilizing the UPRR/CPR track westbound may be the most efficient move, but departing east and then north through Westminster Junction can also be modeled.

During the mid-term stakeholder workshop the preliminary findings of the simulations will be reviewed with stakeholders. Key input to the simulation models will be reviewed as long as the results are up-to-date. No scenario is perfect, so the workshop will allow the discussion of the pros and cons of the potential improvements. This feedback is critical to finalizing options for the rail system that allow acceptable train movements, velocities and delays.

B.5. Task 4.0: Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers

The project team will perform activities related to Task 4.0 during many of the other study tasks. Preliminary information will be gathered in Tasks 1.0 and 2.0 for use in initial simulation modeling. During the mid-term stakeholder workshop feedback a discussion will be held regarding both the "through" freight rail traffic as well as for freight that originates or terminates in the study area. This information will be used as the simulations are finalized and validated. As needed, information will be sought from important local customers who do not attend the workshops.

B.6. Task 5.0: Final Stakeholder Workshop

Because a significant effort will be required for Task 6.0, the ranking and recommendation of improvements, the final stakeholder workshop will attempt to gain consensus on which scenarios provide operational characteristics that are acceptable to the freight and passenger railroads.

B.7. Task 6.0: Rank and Recommend Short- and Long-Term Capacity Improvements Required Based on Priority(ies) and Estimated Cost(s)

Following the final stakeholder workshop a detailed description of acceptable scenarios will be prepared as the basis for ranking the scenarios of the basis of freight and passenger priorities. Obviously the cost of improvements related to

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each scenario must be weighed against the benefits. The project team will rely on the regional benefits developed in previous studies, such as ridership, effects on roadway capacities, and environmental issues, in addition to the operational, maintenance, and operating benefits of the rail improvements. Costs for the infrastructure modifications will be based on the preliminary designs completed to this point and a ranking system determined. Traditional passenger rail cost-benefit analysis considered only the benefits of time and the cost of travel versus auto. New criteria being emphasized include livability factors like transportation choices, promotion of more affordable housing, enhanced economic competitiveness, support of existing communities, and other livability and sustainability traits. Utilizing these new criteria may require additional studies that are beyond the scope of this project, but potential benefits will be identified. Also, phasing will be closely tied to the rankings, as the goal of reducing freight congestion and developing more of the passenger service options will produce more benefits.

Potential funding alternatives will be considered throughout the project, and the requirements of those funding programs and partnerships will be reviewed during Task 6.0. These sources include potential operating and maintenance savings from the freight railroads, partnerships between the operators, the US Department of Transportation (FRA and FTA), and other national and regional programs. TranSystems' project team has been a key participant in several projects that have used innovative combinations of grants, loans, and other sources to capitalize on large-scale freight and passenger congestion relief projects. The Sheffield Junction Flyover in Kansas City, Missouri and Kansas City, Kansas is an example of one such project that combined the resources of six freight railroads and three government entities through industrial revenue bonds and sales tax exemptions.

At the end of Task 6.0, a technical memorandum will be delivered to RCRRA and to other stakeholders for consideration. The memorandum will summarize findings and rank, according to the results of the cost/benefit analysis, the capacity improvements.

Task 6.0 is expected to occur in the fall of 2010, so the project team will begin the weather-dependent field work if RCRRA is comfortable with the direction of proposed improvements or those that may still have critical unknowns related to topographic, geotechnical, or environmental issues. These efforts will continue into Task 7.0.

B.8. Task 7.0: 30% Engineered Drawings with Costing of Recommended Improvements

Preparatory work for Task 7.0 will begin upon delivering the results of Task 6.0. Thirty percent engineering and other design criteria will be confirmed while the stakeholders review and select the preferred improvement scenarios. Upon selection of the preferred scenarios, the project team will immediately begin the preparation of track, structure, signal, and related infrastructure. At a mid-way milestone, a progress review will be held with RCRRA and the necessary stakeholders for confirmation of the direction of the project team and discussion of issues.

Design and plan production standards will be prepared according to the requirements provided in Attachment 3 of the RFP. Because the area of the proposed improvements is unknown at this time, the limits for the 30 percent engineered drawings have been assumed based on the critical study area map provided in the RFP. The final extents of the study will be adjusted as the project progresses, but are expected to be an equivalent total area.

The 30 percent engineering tasks will include the following activities:

Track design

Preliminary design will be provided for up to 60,000 track feet of new or relocated track. This includes new and shifted track, turnouts, connections, cross-overs, and sidings. Reconfigurations of yard leads will be studied, but entire yard redesign is considered beyond the scope of this project. In addition to defining railroad project design criteria and typical section elements, the following tasks will be performed:

- Establish horizontal and vertical geometrics based on required train speeds providing appropriate horizontal and vertical clearances for all structures and adjacent tracks. Coordinate with the structural and civil engineers to accommodate required appurtenances.

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- Develop preliminary rail cross sections at 100 foot intervals that include required railroad service roads, grading, drainage, utilities, and rights-of-way.
- Develop the construction limits of the proposed project limits and estimate the approximate amount of right-of-way (or easement) to be acquired from the adjacent property owners, if any.
- Prepare proposed construction sequencing plan.
- Develop an opinion of probable construction cost for the proposed rail improvements based upon the preliminary design.

Signal Design

The signaling effort will span across several tasks of the study. With the changes being phased over time, the planning for the signaling changes must be scalable, where possible, and allow efficient rolling out of the changes without duplicate work while providing clear capacity improvements. Federal regulations for PTC must also be considered, as the railroads will need to make billions of dollars of improvements to their signal systems in the upcoming years. The project team has ongoing experience in PTC planning and engineering.

As the track configuration options are developed the project team will apply signaling applications for assessment of scope and cost magnitude. Ease of construction and phasing to allow minimum interference with the operation will be critical to the design. Input from operations and signal staff of the stakeholders will be essential during this effort to assess the various options and their impact on the respective routes.

The project team will develop 30 percent signal design which will include the proposed signaling layout drawings, route and aspect charts and equipment lists. Costs for each phase will be developed. A description of the signal operation for each phase on each route will be included in the package.

The signaling design effort will include an emphasis on minimizing conflicts and increasing throughput to provide an efficient and safe operation. The use of microprocessor-based control equipment, radio controlled signaling, reduced following distances and high speed switch machines are examples of what will be considered for use in this design. Further safety enhancements will be incorporated by the respective railroads through the FRA-mandated PTC implementation.

Structural Design

Conceptual design for bridge and retaining wall structures will be provided for Tasks 1.0 through 6.0. The rail horizontal and vertical conceptual designs will determine the approximate information needed for these tasks. During Task 7, preliminary structural designs will be performed in order to determine the type, size, and location (TSL) for each proposed bridge or retaining wall structure type.

For the purposes of the preliminary design (Task 7- 30% Design), it is assumed that one grade separation structure of approximately 6000 linear feet will be needed. Bridge and retaining walls for the will be designed to support Cooper E-80 live load in accordance with the 2007 AREMA Specifications, Specifications for Precast/Prestressed Concrete Girders for BNSF/UPRR and BNSF Engineering Precast. The bridges will consist of either prestressed concrete girder, prestressed concrete double cell box girders, or steel plate girders supported by cast in place concrete piers with pile supported footings or steel pile bents with precast caps. Typical footwalk and handrails will be designed for each side of the bridges with the hand railing consisting of steel pipe and the walkway with cast in place concrete or precast concrete walkway. The structural design portion of this project will include:

- Drawings for each bridge structure will be provided containing a plan view, elevation view, cross section through the superstructure, and relevant details.
- Incorporation of aesthetic design criteria from previously developed structural details that are assumed to be refined in project stages beyond the scope of this study.
- Grade separation approach retaining walls will consist of proprietary wall systems, similar to "T-Wall" or "Evergreen", which utilize modular precast concrete elements, and will be evaluated to support the tracks on earth fill. Both of these proprietary wall systems are pre-approved retaining wall systems by BNSF. Wall profiles will be developed to allow cost estimates to be developed based on typical unit prices.

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- Typical track retaining wall sections and details will be developed for areas not related to grade separation structures. Two cut wall construction types are expected for the preliminary design: cast-in-place and rock anchor/soil nail types. Two fill wall construction types are expected for the preliminary design: cast-in-place and soldier pile types. Design sections will be developed for each type of retaining wall, assuming 0-4' typical heights and 4-8' typical heights.
- Prepare opinion of probable construction costs for the proposed bridges and retaining walls based upon the preliminary design.

Geotechnical Engineering

To complete the 30 percent design, field work plan has been established as follows:

- Eight standard penetration test (SPT) borings extending to substantial depth (assumed at an average depth of 90 feet) to evaluate for structure foundation support; much anticipated to be pile supported.
- Eight shallower SPT borings for track support considerations (16 feet average depth).
- Two days worth of cone penetration testing (CPT) in approach embankment areas; which should allow about 400 to 800 lineal feet of testing, depending on depths and set-up situations. This footage estimate assumes CPT depths will exceed 25 feet and will not require pre-boring.

Geotechnical engineering analyses will be performed to develop recommendations for bridge structure foundation support, approach embankments requirements, and track bed preparation. The test and analysis results and the recommendations will be presented in a written report and used by the project team during preliminary design.

Surveying

Upon selection of the preferred scenarios, the remainder of the topographic surveying will be performed for an estimated total of eight weeks of field time and required office data reduction over the course of all tasks. Survey control for the topographic survey and 3D laser scanning will be established to determine the project coordinate system and datum and densify control net for the topographic survey and laser scanning. Existing utilities information, (subsurface utilities engineering quality level A, C or D) will be collected utilizing the Gopher State One Call system and through coordination with railroads to field locate utilities in critical areas (entire corridor may not be necessary). The project team will be provided with utility company contact information and compile mapping information received from utilities compiled in the project base mapping. No new aerial mapping will be required based the information provided in the RFP Addendum 1.

Because the area of the proposed improvements is unknown at this time, the following limits have been proposed based on the critical study area map provided in the RFP:

- Lidar 3D modeling for eight overpasses/critical areas.
- Topography from Pigs Eye Lake to Hoffman Junction - 15,000 linear feet, four to five parallel tracks for most of the distance.
- Hoffman Junction to Robert St. Bridge - 3,000 linear feet
- Hoffman Junction to Westminster Junction - 3,700 linear feet
- Hoffman Junction survey area - 20 acres
- Westminster Junction survey area - 16 acres
- Robert St Lift Bridge area - three acres

It is assumed that the final limits will be adjusted as the study progresses, but will total the approximate areas described above. The project team will use the survey data to produce the 30% engineered plans and cost estimates.

Drainage and Utilities

Based on the data collected and the proposed capacity improvements, proposed sizes and locations of drainage structures more than 24 inches in diameter will be designed to a 30 percent level. The project team will also identify

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drainage channels conveying more than 100 cfs during a 100-year event. The 100-year peak runoff will be determined at critical points using existing studies, models, and water management plans. The drainage and utilities project team will coordinate with the environmental project team in the identification and assessment of potential floodplain and wetland impacts from published sources. Identification will occur of agency permitting/approval criteria; preliminary design of facilities satisfying criteria; and potential locations of drainage inlets, outlets, and connections to existing drainage systems.

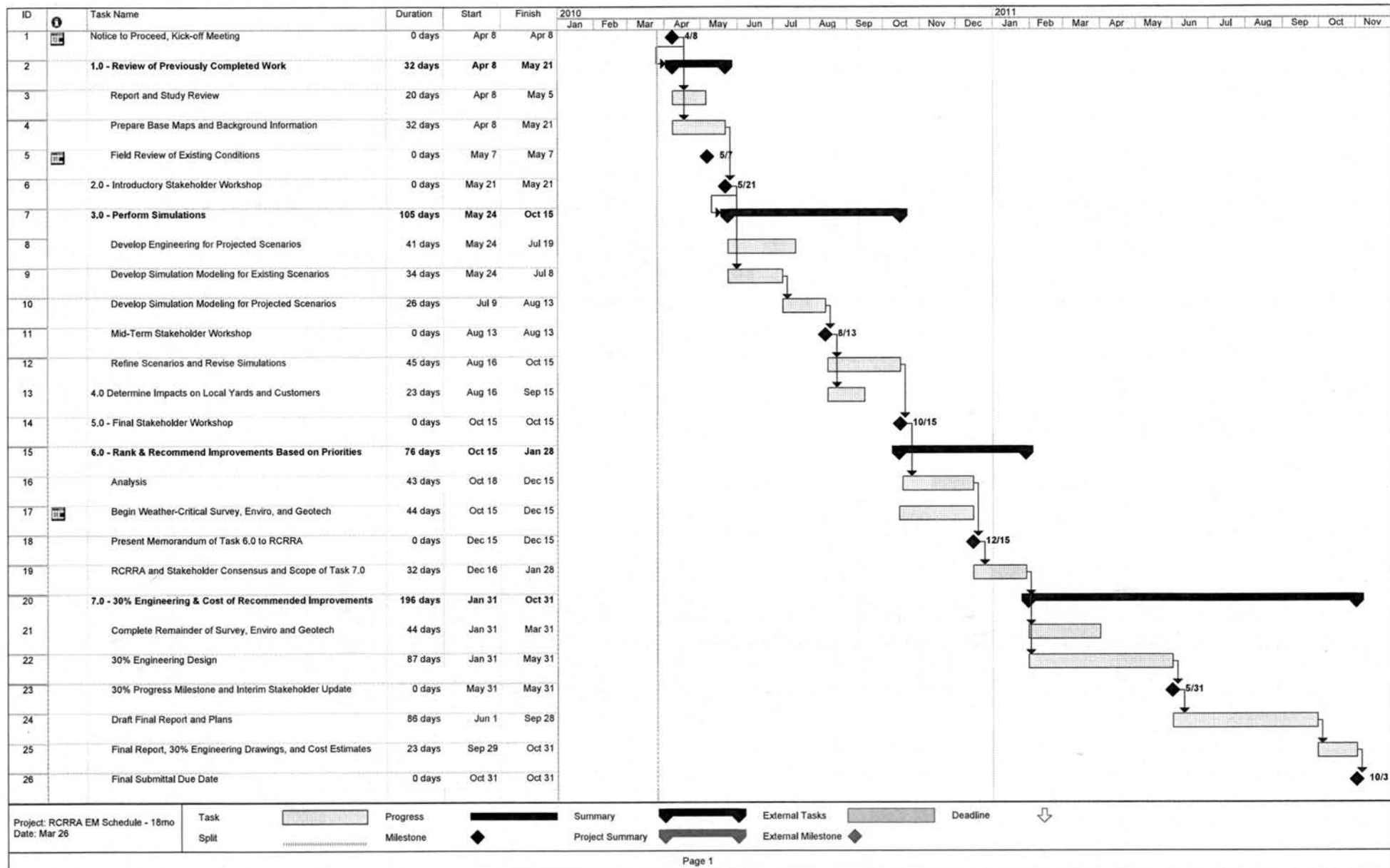
In a Preliminary Stormwater Management Technical Memorandum, the drainage and utilities project team will summarize the data that collected, agency permit requirements, drainage criteria, used environmental conditions, drainage boundaries, potential conflicts with existing utilities, and stormwater management recommendations, and other information that may be relevant for the next phase of design development. Conceptual erosion and sediment control plans will be prepared to meet expected permit requirements.

A utility conflict plan for impacted private and public utilities will be developed based on project design criteria. Identified conflicts will be reviewed with the owning utility and preliminary resolutions designed to a level that allows the assignment of responsibility and potential cost. Potential conflicts will be reviewed as a part of the overall improvement design and efforts made to minimize them.

Environmental and Cultural Resources

Where significant concerns are raised or potential impacts are identified, the project team will develop plans and cost estimates to effectively incorporate anticipated mitigation costs. A preliminary summary of permits, approvals, certifications, and further studies will be prepared to accurately reflect the required actions to continue to advance the recommended improvements through final design and ultimately construction. The environmental and cultural resource work completed for this study will set a solid foundation for further required evaluation and documentation as the improvements go to final design, under the National Environmental Policy Act (NEPA) and/or the Minnesota Environmental Review Program, depending on the funding source(s) pursued, actions defined, and impacts identified. Where appropriate, the list of future approvals will clearly outline a strategic strategy to most effectively obtain federal, state and local environmental clearance for proposed improvements.

Note: It is expected that Railroad Flagging Protection and Right of Entry Agreements will be required for a portion of the field work performed for the study. Every effort will be made to minimize the cost for these items, but it is assumed that the appropriate stakeholders will assist with this coordination. An estimated cost for the flagging and entry agreements for all team members has been provided in the pricing information provided separately. Unused portions will be used as contingency for these and other tasks. Due to the numerous tasks required for the successful completion of the project, the estimated design effort is currently estimated to require the entire budget. Because of the undetermined direction that the project will develop in, contingencies have not been considered with the exception of above. Every effort will be made to manage the project with a 10% contingency in the labor budget, with this contingency to be utilized for unforeseen design tasks. Communication with the RCRRA project manager will be constant in relation to this issue.



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Form Name	Form Number	Form Description	Form 1000		Form 2000		Form 3000		Form 4000		Form 5000		Form 6000		Form 7000		Form 8000		Form 9000		Form 10000		Form 11000		Form 12000		Form 13000		Form 14000		Form 15000		Form 16000		Form 17000		Form 18000		Form 19000		Form 20000		Form 21000		Form 22000		Form 23000		Form 24000		Form 25000		Form 26000		Form 27000		Form 28000		Form 29000		Form 30000		Form 31000		Form 32000		Form 33000		Form 34000		Form 35000		Form 36000		Form 37000		Form 38000		Form 39000		Form 40000		Form 41000		Form 42000		Form 43000		Form 44000		Form 45000		Form 46000		Form 47000		Form 48000		Form 49000		Form 50000		Form 51000		Form 52000		Form 53000		Form 54000		Form 55000		Form 56000		Form 57000		Form 58000		Form 59000		Form 60000		Form 61000		Form 62000		Form 63000		Form 64000		Form 65000		Form 66000		Form 67000		Form 68000		Form 69000		Form 70000		Form 71000		Form 72000		Form 73000		Form 74000		Form 75000		Form 76000		Form 77000		Form 78000		Form 79000		Form 80000		Form 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Project Submission Item A.L.			Firm Name Winkler-Horn and Associates, Inc.		Profit 12%																		
Task	Overhead Rate Direct Labor Rate	Project Manager Hours Cost	Rail Professional Hours Cost	Environ. Consultant Hours Cost	Civil Engineer Hours Cost	Comm. Specialist Hours Cost	Civil Engineer Hours Cost	Senior Engineer/Planner Hours Cost	Engineer/Planner Hours Cost	Analyst Hours Cost	CAD Hours Cost	Clerical Hours Cost	Total Hours	Total Cost	Total Reimbursables								
B.1. Project Management and Stake Holder Involvement																\$ 1,200							
A. RORRA Staff and Board Meetings	72 \$ 5,019.12	36 \$ 2,509.56	18 \$ 1,254.78	\$ -	18 \$ 867.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	144	\$ 9,311									
B. Red Rock Corridor Meetings	9 \$ 627.39	9 \$ 627.39	9 \$ 627.39	\$ -	9 \$ 328.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36	\$ 2,146									
C. Minnesota High Speed Rail Commission Meetings	36 \$ 2,509.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36	\$ 2,510									
D. Technical Advisory Group Meetings	108 \$ 7,528.68	24 \$ 1,673.04	24 \$ 1,500.00	24 \$ 1,159.68	24 \$ 876.96	20 \$ 769.40	\$ -	\$ -	\$ -	\$ -	\$ -	20 \$ 400.00	244	\$ 13,908									
E. Other meetings as requested by RORRA	18 \$ 1,254.78	4 \$ 278.84	4 \$ 250.00	4 \$ 193.28	2 \$ 73.08	4 \$ 153.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36	\$ 2,204									
F. Stakeholder Workshops	6 \$ 418.26	6 \$ 418.26	\$ -	6 \$ 289.92	6 \$ 219.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24	\$ 1,346									
G. Brochures, Flyers, Public Notices/Informational Pieces	\$ -	\$ -	8 \$ 500.00	\$ -	24 \$ 876.96	\$ -	\$ -	\$ -	\$ -	40 \$ 1,120.00	\$ -	\$ -	72	\$ 2,497									
H. Regular communication with RORRA PM	16 \$ 1,115.36	\$ -	\$ -	\$ -	20 \$ 730.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36	\$ 1,848									
I. Monthly Invoicing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B.2. Task 1.0 Review of Previously Completed Work																							
A. Review of Existing and Ongoing Studies	\$ -	\$ -	4 \$ 250.00	\$ -	8 \$ 292.32	\$ -	8 \$ 400.00	8 \$ 312.00	8 \$ 224.00	\$ -	\$ -	6 \$ 120.00	42	\$ 1,598									
B. Prepare Drawings and Exhibits	4 \$ 278.84	4 \$ 278.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20 \$ 500.00	\$ -	28	\$ 1,058									
C. Maps and Diagrams of Proposed Track, Signals, and Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
D. Meet with Individual Stakeholders to Review Information & Issues	16 \$ 1,115.36	12 \$ 836.52	\$ -	12 \$ 579.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40	\$ 2,532									
E. Collect Aerial Mapping and Existing Geotechnical Data	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
F. Prepare Technical Memorandum	2 \$ 139.42	2 \$ 139.42	2 \$ 125.00	8 \$ 386.56	4 \$ 146.16	2 \$ 76.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20	\$ 1,014									
G. Field Walkthrough for track, tie, structure, drainage, & other conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B.3. Task 2.0 Introductory Stakeholder Workshop																\$ 800							
A. Organize, Lead, and Attend Introductory Workshop	4 \$ 278.84	4 \$ 278.84	4 \$ 250.00	4 \$ 193.28	24 \$ 876.96	\$ -	8 \$ 400.00	\$ -	24 \$ 672.00	\$ -	\$ -	\$ -	72	\$ 2,950									
B. Prepare Drawings and Exhibits	4 \$ 278.84	4 \$ 278.84	\$ -	\$ -	16 \$ 584.64	\$ -	8 \$ 400.00	\$ -	16 \$ 448.00	20 \$ 500.00	\$ -	\$ -	68	\$ 2,490									
C. Prepare Summary Report of Workshop	\$ -	2 \$ 139.42	\$ -	\$ -	16 \$ 584.64	\$ -	8 \$ 400.00	\$ -	16 \$ 448.00	\$ -	\$ -	\$ -	42	\$ 1,572									
B.4. Task 3.0 Perform Simulations																							
A. Perform Simulations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B. Organize, Lead, and Attend Mid-Term Workshop	4 \$ 278.84	4 \$ 278.84	4 \$ 250.00	4 \$ 193.28	24 \$ 876.96	\$ -	\$ -	\$ -	16 \$ 448.00	\$ -	\$ -	\$ -	56	\$ 2,326									
C. Prepare Drawings and Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
D. Prepare Summary Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
E. Technical Memorandum	2 \$ 139.42	2 \$ 139.42	\$ -	\$ -	\$ -	\$ -	4 \$ 153.88	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 433									
F. Prepare Preliminary Rail Improvement Designs for Use in Simulation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B.5. Task 4.0 Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers																							
A. Meet with Serving Rail Roads and Specific Customers	24 \$ 1,673.04	16 \$ 1,115.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40	\$ 2,788									
B. Factor Results into Rail Concepts and Simulations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B.6. Task 5.0 Final Stakeholder Workshop																\$ 800							
A. Organize, Lead, and Attend Final Workshop	4 \$ 278.84	4 \$ 278.84	4 \$ 250.00	4 \$ 193.28	24 \$ 876.96	\$ -	\$ -	\$ -	\$ -	16 \$ 448.00	\$ -	\$ -	56	\$ 2,326									
B. Prepare Drawings and Exhibits	2 \$ 139.42	2 \$ 139.42	\$ -	2 \$ 96.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24 \$ 600.00	\$ -	30	\$ 875									
C. Prepare Summary Report of Workshop	2 \$ 139.42	2 \$ 139.42	\$ -	\$ -	24 \$ 876.96	\$ -	\$ -	\$ -	24 \$ 936.00	\$ -	\$ -	16 \$ 320.00	68	\$ 2,412									
B.7. Task 6.0 Rank and Recommend Improvements Based on Priorities and Costs																							
A. Prepare Cost Estimates for Scenarios from Task 5.0	8 \$ 557.68	16 \$ 1,115.36	8 \$ 500.00	16 \$ 773.12	\$ -	\$ -	\$ -	16 \$ 624.00	16 \$ 448.00	\$ -	\$ -	\$ -	80	\$ 4,018									
B. Cost Benefit Analysis of each Likely Scenario	8 \$ 557.68	16 \$ 1,115.36	\$ -	\$ -	\$ -	\$ -	\$ -	16 \$ 624.00	16 \$ 448.00	\$ -	\$ -	16 \$ 320.00	72	\$ 3,065									
C. Prepare Technical Memorandum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
D. Identify Potential Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B.8. Task 7.0 30% Engineered Drawings and Costs of Recommended Improvements																\$ 500							
A. Trackwork	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
B. Signal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
C. Grade Separation Structural	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
D. Environmental Coordination - Floodplain, Wetlands, etc.	8 \$ 557.68	\$ -	56 \$ 3,500.00	\$ -	56 \$ 2,046.24	8 \$ 307.76	16 \$ 800.00	24 \$ 936.00	56 \$ 1,568.00	\$ -	\$ -	\$ -	224	\$ 9,716									
E. Cultural Resource Study and Reports	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
F. Topographic Survey and Right of Way Mapping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
G. Geotechnical Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -									
H. Drainage - Hydrology/Hydraulics and Storm Sewer	\$ -	8 \$ 557.68	\$ -	16 \$ 773.12	\$ -	16 \$ 615.52	8 \$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	48	\$ 2,036									
I. Civil Engineering - Road Crossings & Misc Items	4 \$ 278.84	16 \$ 1,115.36	\$ -	40 \$ 1,532.80	\$ -	8 \$ 307.76	8 \$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	76	\$ 4,245									
J. Civil Engineering - Utilities	4 \$ 278.84	16 \$ 1,115.36	\$ -	80 \$ 3,865.60	\$ -	16 \$ 615.52	8 \$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	124	\$ 6,275									
K. 30% Construction and Other Cost Determination	16 \$ 1,115.36	16 \$ 1,115.36	\$ -	24 \$ 1,159.68	\$ -	8 \$ 307.76	8 \$ 400.00	\$ -	40 \$ 1,120.00	\$ -	\$ -	\$ -	112	\$ 5,218									
Sub-Totals																\$ 3,300							
Indirect Labor (Overhead Rate x Direct Labor)																\$ 185,900							
Direct Labor + Indirect Labor																\$ 189,200							
Profit																\$ 33,698							
Sub-Total by Classification																\$ 314,512							
Sub-Total - Reimbursables																\$ 317,810							
Total Fee																\$ 317,810							

RCRRA East Metro Capacity and Engineering Study
Hourly Budget by Staff, Firm, and Task
Proposal Submission Item A.8.[illegible]

Note: Other direct costs include Lidar Scanning by Martinez and Railroad Protective insurance in addition to travel expenses.

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34

[illegible]

35

Overhead Rate	181.3%	Profit	12%
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Note: Other direct costs include 8 standard penetration test borings (30' avg depth), 8 STP (16' avg depth) and 16 hours of cone penetration testing (CPT) and miscellaneous lab testing. These tests will be provided at approved Minnesota Department of Transportation rates.

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[illegible]

RCRRA East Metro Capacity and Engineering Study
Hourly Budget by Staff, Firm, and Task
Proposal Submission Item A.6.

Firm Name: David Simpson Consultants		Overhead Rate: 117.00%		Profit: 12%																							
Labor Classification: Rail Professional		Direct Labor Rate: \$ 74																									
No.	Task	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Total Cost	Total Reimbursables					
B.1. Project Management and Stakeholder Involvement																											
A.	RCRRA Staff and Board Meetings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.	Red Rock Corridor Meetings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
C.	Minnesota High Speed Rail Commission Meetings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
D.	Technical Advisory Group Meetings	36	\$ 2,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36	\$ 2,664	36	\$ 2,664	\$ 2,664					
E.	Other meetings as requested by RCRRA	8	\$ 592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 592	8	\$ 592	\$ 592					
F.	Stakeholder Workshops	12	\$ 888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12	\$ 888	12	\$ 888	\$ 888					
G.	Brochures, Flyers, Public Notices/Informational Pieces	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
H.	Regular communication with RCRRA PM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
I.	Monthly Invoicing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.2. Task 1.0 Review of Previously Completed Work																											
A.	Review of Existing and Ongoing Studies	4	\$ 296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4	\$ 296	4	\$ 296	\$ 296					
B.	Prepare Drawings and Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
C.	Maps and Diagrams of Proposed Track, Signals, and Structures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
D.	Meet with Individual Stakeholders to Review Information & Issues	40	\$ 2,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40	\$ 2,960	40	\$ 2,960	\$ 2,960					
E.	Collect Aerial Mapping and Existing Geotechnical Data	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
F.	Prepare Technical Memorandum	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
G.	Field Walkthrough for track, tie, structure, drainage, & other conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.3. Task 2.0 Introductory Stakeholder Workshop																											
A.	Organize, Lead, and Attend Introductory Workshop	8	\$ 592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 592	8	\$ 592	\$ 592					
B.	Prepare Drawings and Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
C.	Prepare Summary Report of Workshop	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.4. Task 3.0 Perform Simulations																											
A.	Perform Simulations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.	Organize, Lead, and Attend Mid-Term Workshop	8	\$ 592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 592	8	\$ 592	\$ 592					
C.	Prepare Drawings and Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
D.	Prepare Summary Report	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
E.	Technical Memorandum	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
F.	Prepare Preliminary Rail Improvement Designs for Use in Simulation	12	\$ 888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12	\$ 888	12	\$ 888	\$ 888					
B.5. Task 4.0 Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers																											
A.	Meet with Serving Rail Roads and Specific Customers	24	\$ 1,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24	\$ 1,776	24	\$ 1,776	\$ 1,776					
B.	Factor Results into Rail Concepts and Simulations	8	\$ 592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 592	8	\$ 592	\$ 592					
B.6. Task 5.0 Final Stakeholder Workshop																											
A.	Organize, Lead, and Attend Final Workshop	8	\$ 592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 592	8	\$ 592	\$ 592					
B.	Prepare Drawings and Exhibits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
C.	Prepare Summary Report of Workshop	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.7. Task 6.0 Rank and Recommend Improvements Based on Priorities and Costs																											
A.	Prepare Cost Estimates for Scenarios from Task 5.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.	Cost Benefit Analysis of each Likely Scenario	16	\$ 1,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16	\$ 1,184	16	\$ 1,184	\$ 1,184					
C.	Prepare Technical Memorandum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
D.	Identify Potential Funding Sources	16	\$ 1,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16	\$ 1,184	16	\$ 1,184	\$ 1,184					
B.8. Task 7.0 30% Engineered Drawings and Costs of Recommended Improvements																											
A.	Trackwork	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
B.	Signal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
C.	Grade Separation Structural	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
D.	Environmental Coordination - Floodplain, Wetlands, ...	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
E.	Cultural Resource Study and Reports	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
F.	Topographic Survey and Right of Way Mapping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
G.	Geotechnical Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
H.	Drainage - Hydrology /Hydraulics and Storm Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
I.	Civil Engineering - Road Crossings & Misc Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
J.	Civil Engineering - Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
K.	30% Construction and Other Cost Determination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	0	\$ -	\$ -					
Sub-Total:		200	\$ 14,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200	\$ 14,800	200	\$ 14,800	\$ -					
Indirect Labor (Overhead Rate x Direct Labor)		\$	17,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	17,316	\$	17,316	\$ 17,316					
Direct Labor + Indirect Labor		\$	32,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	32,116	\$	32,116	\$ 32,116					
Profit		\$	3,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	3,854	\$	3,854	\$ 3,854					
Sub-Total by Classification		\$	35,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	35,970	\$	35,970	\$ 35,970					
Sub-Total - Reimbursables																						\$ 35,970					

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RCRRA East Metro Capacity and Engineering Study
Estimate of Reimbursable Direct Expenses

TranSystems Proposal
January 29, 2010

No.	Task	Firm Name	TranSystems	Kimley-Horn and Associates, Inc.	Rani Engineering	The 106 Group Ltd.	American Engineering Testing, Inc.	LTK Engineering Services	David Simpson Consultants	TOTAL
B.1.	Project Management and Stake Holder Involvement		\$ 25,000	\$ 1,200	\$ -	\$ -	\$ -	\$ 8,710	\$ -	\$ 34,910
A.	Travel expenses		\$ 20,000	\$ 1,200		\$ -		\$ 8,710		\$ 29,910
B.	Printing		\$ 5,000							\$ 5,000
B.2.	Task 1.0 Review of Previously Completed Work		\$ 2,000	\$ -	\$ -	\$ 75	\$ -	\$ 2,000	\$ -	\$ 4,075
A.	Travel expenses		\$ 2,000	\$ -		\$ 75		\$ 2,000		\$ 4,075
B.3.	Task 2.0 Introductory Stakeholder Workshop		\$ 2,000	\$ 800	\$ -	\$ 25	\$ -	\$ 2,000	\$ -	\$ 4,825
A.	Travel expenses		\$ 2,000	\$ 800		\$ 25		\$ 2,000		\$ 4,825
B.4.	Task 3.0 Perform Simulations		\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 6,000
A.	Travel expenses		\$ 4,000	\$ -				\$ 2,000		\$ 6,000
B.5.	Task 4.0 Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers		\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 4,000
A.	Travel expenses		\$ 2,000	\$ -				\$ 2,000		\$ 4,000
B.6.	Task 5.0 Final Stakeholder Workshop		\$ 2,000	\$ 800	\$ -	\$ 25	\$ -	\$ 2,000	\$ -	\$ 4,825
A.	Travel expenses		\$ 2,000	\$ 800		\$ 25		\$ 2,000		\$ 4,825
B.7.	Task 6.0 Rank and Recommend Improvements Based on Priorities and Costs		\$ 2,000	\$ -	\$ -	\$ 267	\$ -	\$ 4,000	\$ -	\$ 6,267
A.	Travel expenses		\$ 2,000			\$ 267		\$ 4,000		\$ 6,267
B.8.	Task 7.0 30% Engineered Drawings and Costs of Recommended Improvements		\$ 70,000	\$ 500	\$ 39,000	\$ -	\$ 29,818	\$ -	\$ -	\$ 139,318
A.	Travel expenses		\$ 20,000	\$ 500	\$ 4,000		\$ 1,000			\$ 25,500
B.	Printing		\$ -							\$ -
C.	Railroad flagging protection		\$ 50,000							\$ 50,000
D.	Lidar scanning				\$ 20,000					\$ 20,000
E.	Railroad protective insurance				\$ 15,000					\$ 15,000
F.	Test borings						\$ 20,000			\$ 20,000
G.	Lab testing						\$ 8,818			\$ 8,818
Total Reimbursable Expenses			\$ 109,000	\$ 3,300	\$ 39,000	\$ 392	\$ 29,818	\$ 22,710	\$ -	\$ 204,220
Expense Subtotal by Type - All Tasks										
A.	Travel expenses		\$ 54,000	\$ 3,300	\$ 4,000	\$ 392	\$ 818	\$ 22,710	\$ -	\$ 85,220
B.	Printing		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
C.	Railroad flagging protection		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
D.	Lidar scanning		\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
E.	Railroad protective insurance		\$ -	\$ -	\$ 5,000	\$ -	\$ 13,000	\$ -	\$ -	\$ 18,000
F.	Test borings		\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ 12,000
G.	Lab testing		\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000

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**CITY OF SAINT PAUL
COUNTY OF RAMSEY**
Mayor Christopher B. Coleman

Room 280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1674

Telephone 651-266-8900
Fax 651-266-8919

January 19, 2010

Addendum #1

RFP-RR90-3

Engineering Consultant Services

R.C. Regional Rail Authority

Proposals Due: January 29, 2010

Buyer: Susan E. Feuerherm

This addendum is added to and is an integral part of the documents relating to this RFP.

1. The following questions asked at the pre-proposers meeting:

- Listing of the percentages and amount of funding for on the DBE sheet makes it easy for reviewers to infer the total proposed cost. i.e. If DBE's total \$100,000 and 50% of the budget, then the total budget is \$200,000. How will this be addressed since the cost proposals are separate and cost is not an evaluation factor?

Response: Please submit **two (2)** separate, sealed and clearly marked envelopes, one for the cost proposal and one for the DBE requirements. Your proposal should provide percentages of DBE involvement from individuals or firms.

- Will Railroad Liability insurance be required if the consultants are to access railroad property?

Response: Yes.

- Are there limits to how much survey work will be required? I.e. Is it from St. Paul to Red Wing, or something else?

Response: The purpose of this study is to identify necessary capacity improvements in the East Metro. While the focus of the study is on relieving bottlenecks in the primary area, we recognize proposed capacity improvements



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City of Saint Paul, Saint Paul Regional Water Services, Port Authority, County of Ramsey

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may be located outside of primary area. The selected consultant will be expected to complete survey work for capacity improvements.

Ramsey, Washington, Dakota, and Goodhue Counties and the City of St. Paul have recent aerial photography and contours available. Ramsey, Washington, and Dakota Counties' aerials are from 2008 and 2009. Goodhue County's aerials are from 2003 and 2005. Ramsey, Washington, Dakota, and Goodhue Counties have 2' contours available. St. Paul has 1' contours available. All contours are from 2001.

Survey work beyond what is provided via the contours should be assumed for specific improvements identified as part of this study.

- What are the weights given to each of the evaluation criteria?

Response: The RCRRA will review and evaluate proposals based on the following criteria (in order of relative importance): the experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel; ability to meet Project requirements; and ability to meet Project time line.

2. The following questions were submitted in writing by TranSystems:

- In reference to Item 9, page 11. Can RCRRA confirm that financial status information is required only from the Prime Consultant?

Response: The financial status information is only required for the prime *consultant*.

- Will Ramsey County/City of St. Paul aerial photographs and contour data be made available to the selected consultant?

Response: Ramsey, Washington, Dakota, and Goodhue Counties and the City of Saint Paul have recent aerial photography and contours available. Ramsey, Washington, and Dakota Counties' aerials are from 2008 and 2009. Goodhue County's aerials are from 2003 and 2005. Ramsey, Washington, Dakota, and Goodhue Counties have 2' contours available. St. Paul has 1' contours available. All contours are from 2001.

- In reference to Item 4, Task 3.0, page 7. When referencing approved software applications, should "TrainSim" be replaced with "RailSim"?

Response: Yes. TrainSim should be replaced with RailSim. The selection of a software application will be determined by agreement from stakeholder railroads after the selection of a consultant or team. Please indicate in your proposal which software packages your firm or team is able to use to complete the required simulations.

- In reference to Item 4, Task 3.0, page 7. Will simulations be required in each of the two software applications?

Response: Agreement from all stakeholder railroads as to the simulation parameters and software application used will be required. Please indicate in your proposal which software packages your firm or team can complete simulations.

3. **The following questions submitted in writing by Solution Blue:**

- Will there be extra insurance required by the Rail Road Companies for entering, working in their ROW/easements?

Response: Yes. You will need a right of entry permit. Insurance is required

- Will the Rail Road Companies require specific training to be on their ROW/easements?

Response: Yes, E-Railsafe training is required and a briefing by the railroad on their safety rules & procedures. If your activities require it, the railroad will provide a flag person at your expense.

- What is the linear mileage of tracks?

Response: Information from CP is not readily available. BNSF is still working on providing an answer. UP provided the following response:

UP Altoona Sub –

Track 1 to Westminster St. = 0.6 miles

Track 2 to Westminster St. = 0.6 miles

UP Albert Lea Sub –

Main Track Hoffman Ave to S. St. Paul = 4.1 miles (Also contains a yard and several industrial tracks)

UP Mankato Sub –

Robert Street to Chestnut = 0.8 miles. This is jointly owned. (Potential UP ownership further east as well)

UP State Street –

Robert Street to Barge Channel Rd. Track 1 = 2.9 miles. (Also contains additional industrial and yard tracks)

Plato Ave. to Barge Channel Rd. Track 2 = 1.2 miles

- What is the linear mileage of track ROW/easements?

Response: This is not readily available.

- What is the Rail Road ROW/easement area in acres?

Response: This is not readily available.

- Please clarify if and to what extent aerial photography w/topo exists.

Response: The selected consultant will agree to the terms for use of data from the City of Saint. Paul and Ramsey County, Washington County, Dakota County, and Goodhue County. Ramsey County has aerial photography from April 2009. Previous years are also available. The City of Saint has LIDAR data from 2001. Contour data from the City of Saint. Paul is available at 1ft. intervals.

- Attachments 1 and 2 show primary study areas. Are there any specific secondary or tertiary study areas?

Response: The selected consultant will be expected to examine rail capacity affecting the east metro. The RFP contains two attachments. Attachment 1 shows railroad subdivisions that affect rail operations in the eastern metro. Attachment 2 shows the primary study area where identified chokepoints exist. It should be noted that proposed capacity improvements may be located outside the primary study area.

- Under Attachment 3, Drainage Deliverables, The first sentence of this section states that the drainage engineering is to include analysis of the entire area of proposed development, including roadways and rail facilities. Can you be more specific as far as what is referred to as proposed development? Can you also be more specific as far as what is mentioned in regards to roadways? Is there a watershed area(s) size that is known or will part of the study have to determine that?

Response: The selected consultant will be expected to analyze the impact of any proposed improvements' impact on drainage. This may be in the form of roadway improvements due to increased length of grade separate crossing

structures and/or access roads to railway facilities associated with capacity improvements identified in this study. Additionally, railway improvements should be looked at in the same manner as improvements to grade crossings, track alignment, additional trackage, and etc. will cause drainage impacts that will need to be accounted for. The identification of specific impacts to the watershed will be developed as part of this study.

- Is it possible that the watershed area(s) may include acreage outside of the actual study limits?

Response: Yes. While the study area is primarily within the Mississippi River watershed, there are multiple watershed districts that could be impacted by capacity improvements. These districts include the Capitol Region, Ramsey-Washington, and South Washington.

- Attachment 4 lists potential stakeholders. Are we to assume additional stakeholders may need to be consulted with: Army Corps, BWSR, DNR, USFW, County Soil Conservation Districts, PCA, etc.? This would be related to drainage, wetland impacts, etc.

Response: Yes. The selected consultant firm or team will be expected to coordinate tasks with all interested stakeholders.

- Attachment 3 refers to the identification of environmentally sensitive areas under the Instrumented Surveys section. Should we assume environmental issues are tied to drainage engineering and the potential for contaminated runoff/impacts?

Response: Yes.

- In reference to environmentally sensitive areas, I assume as part of the study sensitive flora and fauna areas will need to be addressed including sensitive ground water areas.

Response: Yes.

- There is no mention of contaminated soils from spills, etc., or the study of. Are we to assume other studies have addressed this? Or, does this proposal need to address that?

Response: The selected consultant will be required to research studies already completed. The selected consultant will coordinate with stakeholder railroads.

4. **The following questions were submitted in writing by TKDA:**

- What was the concern that prompted the RCRRA to ask that the Prime Consultant carry 51% of the study effort? Is there a means to address these concerns in another manner? Given the diverse nature of this request: planning, capacity simulations, preliminary engineering, signal design, railroad and stakeholder coordination etc, it seems that the RCRRA is limiting the potential number of bidders and, therefore, constraining competition and the quality of their design team by requiring that all these diverse talents be embodied in one or two team members. To require 51% of the work be carried by the prime consultant, eliminates the potential for a prime consultant to go out and select boutique firms that focus intensely on just one area and possess skills in that one area beyond those that the prime may possess.

Response: The requirement that a Prime Consultant carry out 51% of the work was developed to ensure that the Prime Consultant would be the consultant doing the majority of the work. Given the potential to utilize multiple firms, this requirement has been changed from 51% to the following: "A Prime Consultant must carry a higher percentage of work than any sub consultant."

- One of our sub-consultants is a subsidiary of a publicly traded corporation. The requirement to provide an audited overhead rate established by an audit performed by a Federal or State Agency would be an issue for this sub-consultant. As a publically traded company disclosing detailed financial records could compromise its competitive position, including maintaining the confidentiality of its employees' payroll records. The subconsultant in question has hourly rates which are lower than typical industry standards and has qualified and been selected to participate in similar work by various state, local, and transit authorities. Would you wave this requirement for our sub-consultant?

Response: RCRRA is researching this question. Further guidance will be given with a subsequent RFP addendum.

- Attachment 3, Instrumented Surveys, requires that the Engineer perform a detailed ground survey and topographical survey of the project area. How would

RCRRA want us to interpret the term "project area:" (1) to include all track in the "Primary Study Area" outlined in your Attachment 1 or (2) to be limited to just those areas shown to include bottlenecks by our simulation

studies (Task 3.0 of the project) and which would therefore require some engineering design to solve the capacity restriction existing at those areas?

Response: There is a certain degree of uncertainty at this time on how much surveying will be required. For example, based on the outcome of stakeholder workshops and simulations, improvements made to relieve bottlenecks may not take place at the specific bottleneck but rather at other locations along the subdivision.

- Appendix B, General Terms and Condition Paragraph 16 addresses Conflict of Interest and references FTA Circular 4220.1F (Third Party Contracting Guidance). http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_-_Finalpub1.pdf

Page VI-5 of this circular Defines an Organizational Conflict of interest according to the following circumstances:

1. Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:
- a. Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
 - b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Are the firms currently selected and engaged on the RCRRA project: Construction Manager / Design Team for Minnesota's Union Depot Multimodal Transportation and Transit Hub in Saint Paul, Minnesota in any way at risk of violating these guidelines? If so, which of the circumstances identified earlier (a, b, or c) would trigger a potential violation and why?

Response: RCRRA does not consider engagement on both the Union Depot Construction Manager/Design Team project and this study to be a conflict of interest.

The Proposal Evaluation Committee (PEC) will review proposals based on the evaluation criteria found in the RFP. It is important the PEC be given detailed information in your proposal regarding the availability of assigned staff, regardless of prime or sub-consultant. Staff availability should take into consideration the possibility being awarded both contracts.

REQUEST FOR PROPOSALS (RFP)

East Metro Rail Capacity and Engineering Improvements Study Saint Paul, Minnesota December 15, 2009

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to carry out an East Metro Rail Capacity and Engineering Improvements Study (The Project) to identify the impacts and recommend solutions to freight and passenger rail constraints for purposes of the development of a regional multimodal transit hub at the Union Depot in downtown Saint Paul, Minnesota. Union Depot (Depot) will be conveniently linked to multiple transit modes including:

- Intercity Passenger Rail (i.e., Amtrak)
- High Speed Rail between Chicago and the Twin Cities
- Other Intercity Services that may develop
- Intercity Buses (i.e. Greyhound Bus Line, Jefferson Bus Line)
- Regional Transit Buses (i.e. Metro Transit, MVTA)
- Central Corridor Light Rail Transit (LRT) (2014)
- Potential Future Light Rail (i.e. Rush Line, Robert St.)
- Commuter Rail (Future) (Red Rock)
- Taxis
- Bicycles
- Personal vehicles
- Pedestrians

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. The prime proposer must self-perform at least 51% of the work of the team.

A. Project Definition

The RCRRA and stakeholder railroads, as specified in the stakeholder table below, recognize current and future rail capacity constraints will affect long term plans for high-speed, inter-city and commuter rail connections to Union Depot. Within a half-mile of the Depot, five percent (5%) of all U.S. Freight Rail traffic moves through Hoffman Ave. Junction. Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP), all own and operate on track segments in the vicinity of the Depot under joint trackage agreements. Regional short line carriers, including the Twin Cities and Western Railroad operate on trackage rights in this area.

The selected CONSULTANT is expected to:

- (1) Determine the long term capacity improvements required for expanded future freight and additional conventional, higher speed and commuter rail requirements;
- (2) In consultation with the railroads, rank the long term capital improvements based on priority and cost;
- (3) Provide engineered drawings and cost-estimates at a 30% level

The proposed short- and long-term improvements must compliment the future goals of all stakeholder railroads, Ramsey County Regional Railroad Authority, Federal Railroad Administration (FRA), Minnesota Department of Transportation (Mn/DOT), and other key stakeholders. Near-term Amtrak connections to the Depot will be examined as part of the Union Depot Construction Manager-Design/Build project and not as a part of this study.

Due to the complexities of various corridors and the number of stakeholders involved, the CONSULTANT is expected to identify, establish and maintain a working relationship with numerous stakeholders. A positive working relationship with key stakeholders will be vital to the success of this project. RCRRA has identified numerous stakeholders that may be affected by railroad improvements. (See Attachment 4 for a list of identified stakeholders) The CONSULTANT will be expected to coordinate tasks with, at a minimum, the following key stakeholders:

<u>AMTRAK</u>	Ramsey County Regional Railroad Authority
<u>Canadian Pacific Railway</u>	Dakota County Regional Railroad Authority
<u>Burlington Northern Santa Fe Railway</u>	Washington County Regional Railroad Authority
<u>Union Pacific Railroad Company</u>	City of St. Paul
Twin Cities & Western Railroad Company	City of Newport
Metropolitan Council	City of Cottage Grove
Minnesota Department of Transportation	City of Hastings
Red Rock Corridor Commission	City of St. Paul Park

Other cities/towns/counties/entities as required

** Key stakeholder railroads are underlined*

B. Geographic Limits

RCRRA has identified the railroad subdivisions that affect rail operations in the eastern metro of the Twin Cities, including Ramsey, Dakota, and Washington Counties. (See Attachment 1) The study area may be refined as part of stakeholder workshops.

The selected CONSULTANT is expected to examine railroad capacity within the following subdivisions:

Burlington Northern Santa Fe Railway (BNSF)
St. Paul Subdivision, St. Croix to Mississippi Street
Midway Subdivision, Seventh Street to Jackson Street

Canadian Pacific Railway (CP)
River Subdivision, East Hastings to St. Paul Yard
Merriam Park Subdivision, St. Paul Yard to Chestnut Street

Union Pacific Railroad Company (UP)
Altoona Subdivision, Mile 0.0 to Westminster Street
Albert Lea Subdivision, Hoffman Avenue to South Saint Paul
Mankato Subdivision, Hoffman Avenue to Chestnut Street
State Street Industrial Lead, Robert Street Interlocking and the Robert Street Drawbridge

Key Assumptions:

- The Federal Railroad Administration has already designated the CP River Subdivision and a portion of the BNSF St. Paul Subdivision as the High Speed Rail Corridor between La Crosse, Wisconsin and St. Paul, Minnesota
- The proposed Red Rock Corridor Commuter Rail Line will use the CP River Subdivision between St. Paul, Minnesota and Hastings, Minnesota
- The potential alternate High Speed Rail Corridor between Camp Douglas, Wisconsin and St. Paul, Minnesota via Eau Claire, Wisconsin may use the UP Altoona Subdivision

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 Union Depot in downtown St. Paul, implementation of light rail and commuter rail corridors, and high speed rail to Chicago

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 (connections to Chicago, Duluth, and Rochester), 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
- St. 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
- St. 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 Friday, January 8, 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 submitted via facsimile at (651) 266-8919, or e-mailed to: susan.feuerherm@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 East Metro Rail Capacity and Engineering Improvements Study contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The CONSULTANT will report to the RCRRA Program Coordinator and coordinate with established project committees and groups as appropriate. The Red Rock Corridor Commission ("RRCC") is a project partner for this study. The CONSULTANT will keep the RRCC apprised of key study milestones.

2. Schedule and Budget

A combination of federal and local funding not to exceed \$2,000,000 is available to support the RCRRA planning efforts.

The RCRRA intends to have the study completed eighteen (18) 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 including but not limited to jurisdictions, 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 selected CONSULTANT will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with various key stakeholders.

The selected CONSULTANT will attend project management meetings, prepare meeting notes, and prepare information for presentation. Minutes of the project meetings will be sent out in draft form for the RCRRA Project Manager's approval and distributed a minimum 3 calendar days prior to the next meeting. Minutes shall include follow-up actions and corresponding responsibility and time frames to be completed. It is anticipated that project management meetings will take place approximately every 2-3 weeks. The selected consultant will be required to attend Red Rock Corridor Commission meetings, Minnesota High Speed Rail Commission meetings, city meetings, etc. as requested by the RCRRA Project Coordinator.

The CONSULTANT will attend monthly Technical Advisory Group (TAG) meetings. The TAG will be comprised of staff representatives from key stakeholder groups as identified in the table in Sec 1.A of this RFP. The CONSULTANT will update the status of the project and receive feedback from the TAG. It is anticipated that a maximum of eighteen (18) TAG meetings will be required.

The selected CONSULTANT will also coordinate and facilitate, at minimum, three (3) stakeholder workshops scheduled at strategic points in the project timeline.

The CONSULTANT will be responsible for the production, printing, and mailing of brochures, flyers, or similar public/notice/informational pieces. The CONSULTANT will work with RCRRA project manager to develop consistent project messages, slogans and graphical standards that will be consistently incorporated into all publications and work products produced. All electronic and hard copy versions of reports, documents, drawings, diagrams, etc. produced by the CONSULTANT 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.

Deliverables

- Regular communication with the RCRRA Project Coordinator discussing progress or issues arising with the project
- Prepare and submit monthly invoicing
- Attendance, staffing, and administration of the Technical Advisory Group Meetings
- Attendance at RCRRA, Red Rock Corridor Commission meetings, Minnesota High Speed Rail Commission, city meetings, etc. as requested

- 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. TASK 1.0: Review of Previously Completed Work

The CONSULTANT is expected to conduct a review of existing and ongoing studies, future plans, and projects. Before proceeding with work, a compilation, summarization, and analysis of previous work will be required. Previous work prepared by other consultants should be used to the maximum extent. RCRRA staff is willing to assist with the collection of these studies for distribution to the selected consultant. The following documents may be beneficial to completion of this study:

Union Depot Plans/Studies

Union Depot Construction Manager/Design Team Services, *Begins late 2009*
Union Depot Environmental Assessment, 2009
Saint Paul Union Depot Analysis, 2003
Saint Paul Multimodal Terminal Evaluation Study, 2002

Regional/Statewide Plans

Minnesota Comprehensive Statewide Passenger and Freight Rail Plan, 2009
Metropolitan Council 2030 Transportation Policy Plan, 2008
Mn/DOT Commuter Rail System Plan, 2000

Transit Corridor Plans/Studies

I-94 Alternatives Analysis, 2010
Rush Line Alternatives Analysis, 2009
Red Rock Corridor Alternatives Analysis Study, 2007
Robert Street Corridor Transit Feasibility Study, 2008
Red Rock Corridor Commuter Rail Feasibility Study, 2001
Rush Line Transit Study, 2001

Local Plans/Studies

Lafayette Bridge/Hwy 52 Mississippi River Crossing Reconstruction Plans
City of St. Paul Comprehensive Plan, 2009
Washington County Comprehensive Plan, 2009
Ramsey County Comprehensive Plan, 2008

Other plans/studies as deemed necessary

Deliverables:

- A technical memorandum documenting the review of previously completed work.
- Prepare and submit maps and diagrams to stakeholders of existing track and signal infrastructure
- Prepare and submit maps and diagrams to stakeholders of proposed track and signal infrastructure based on projected freight and passenger rail traffic (near-term)

3. Task 2.0: Introductory Stakeholder Workshop

In consultation with RCRRA, the CONSULTANT will coordinate and facilitate an introductory workshop with stakeholder railroads and other key stakeholders for the purposes of identifying critical issues pertaining to individual railroad providers and the east metro rail system as a whole. At the conclusion of this workshop, the CONSULTANT will be given specific direction by RCRRA and stakeholder railroads on where, how and what critical issues facing railroad operations, maintenance and engineering requirements will be required. Additional workshops may be required in order to address/clarify critical issues and receive buy-in from stakeholder railroads.

Deliverables:

- Attendance, staffing, and administration of introductory workshop meeting
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment

4. Task 3.0: Perform Simulations

Based on the outcome of the **Introductory Stakeholder Workshop** with stakeholders (Task 2.0), CONSULTANT is expected to perform preliminary simulations utilizing approved software applications. (i.e. RTC Planning, TrainSim) Simulations should identify bottlenecks and related operating/engineering conditions based on projected scenarios involving freight, passenger (expanded AMTRAK service, high speed rail) and commuter rail traffic within the project limits. Simulations should identify methods used to mitigate bottlenecks and related operating/engineering conditions. Consultant will present preliminary findings to the railroads and key stakeholders at the **Mid-Term Stakeholder Workshop**. Based on findings from preliminary simulations and Mid-Term Stakeholder Workshop, CONSULTANT will revise and refine simulations and/or proceed to **Task 4.0**. Additional workshops may be required in order to address critical issues and receive buy-in from stakeholder railroads.

Deliverables:

- Attendance, staffing, and administration of Mid-Term Stakeholder Workshop
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment
- A technical memorandum identifying methodology and simulation software used

5. Task 4.0: Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers

Based on stakeholders' input from Introductory and Mid-Term Workshops and from an analysis of simulation data, CONSULTANT will determine the impact of projected freight, passenger and commuter rail service on each carrier's rail yards within the Study Area.

Deliverables:

- A technical memorandum identifying impacts to freight and passenger rail service
- Maps and diagrams identifying impacts to freight and passenger rail tracks

6. Task 5.0: Final Stakeholder Workshop

The Final Stakeholder Workshop will summarize key concerns of stakeholder railroads and present findings from **Task 4.0**. The buy-in from key stakeholders at this Final Stakeholder Workshop will be the basis for future tasks.

Deliverables:

- Attendance, staffing, and administration of Final Stakeholder Workshop
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment

7. Task 6.0: Rank and Recommend Short- and Long-Term Capacity Improvements Required Based on Priority(ies) and Estimated Cost(s)

Based on conclusions rendered in **Task 5.0**, the CONSULTANT will prepare a detailed description of recommended improvements. The description will examine the phasing of improvements based on the introduction of *individual* service scenarios (i.e. only passenger rail, commuter rail, or high speed rail) as well as *combined* service scenarios (i.e. passenger and commuter, passenger and high speed, etc.). CONSULTANT will be expected to perform a cost-benefit analysis of short-term and long-term capacity improvements and individual and combined phasing scenarios. CONSULTANT will begin environmental work and cost estimating on recommended improvements in preparation of 30 % design work.

Deliverables:

- A technical memorandum detailing recommendations based on phasing and cost including:
 - Description recommended short- and long-term capacity improvements
 - Description of phased improvements based upon the introduction of individual service scenarios (i.e. only passenger rail, commuter rail or high speed rail)
 - Description of phased improvements based upon the introduction of combined service scenarios (i.e. passenger and commuter, passenger and high speed, etc.)
 - A cost-benefit analysis of the short and long-term capacity improvements and the phasing scenarios described above
- Maps and diagrams detailing the location of recommended capacity improvements
- Identify potential funding sources/project partnerships and implementation strategies for completion of long-term capacity improvements

8. Task 7.0: 30% Engineered Drawings With Costing of Recommended Improvements

Based on rank and estimated costs of engineering improvements (drainage, trackwork, signalization, etc.) identified in **Task 5.0**, the CONSULTANT shall provide engineered drawings and cost-estimates at a 30% level. It is the CONSULTANT's responsibility to verify and document applicable codes, standards, manuals, guidelines and design criteria for all project elements and design disciplines. The most current edition(s) in effect at the time of 'Notice to Proceed' shall be used. Specific codes and standards include, but are not limited to, the following:

- Manual for Railway Engineering, American Railway Engineering and Maintenance of Way Association (AREMA)
- AMTRAK Design Standards
- Canadian Pacific Railway Track, Signal and Structure Standards

- Burlington Northern Santa Fe Railway Track, Signal and Structure Standards
- Union Pacific Railroad Track, Signal and Structure Standards

Deliverables:

- A complete Corridor Project Map Drawing shall be prepared showing all recommended engineering improvements and estimated cost
- Each recommended engineering improvement location on corridor shall be drawn and costed to 30% level using the following deliverables found in Attachment 3.

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	December 16, 2009
Pre-Proposers Conference (2:00pm)	January 5, 2010
Written Questions Received (4:00pm)	January 8, 2009
Response to Questions Released (4:00pm)	January 15 2009
Proposals Due (2:00pm)	January 29, 2010
Proposal Review & Oral Interviews (if necessary)	January 29-February 28, 2010
RCRRA Approval	March 2, 2010
Initiation of Negotiations	March 2, 2010
Contract Award and Notice to Proceed	March 2010

B. Project Schedule & Budget

A combination of federal and local funding not to exceed \$2,000,000 is available to support the RCRRA planning efforts.

The RCRRA intends to have the study completed within eighteen (18) months after contract award. (Approx. completion date: October 2011) 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 RCRRA 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 - Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope**
 - 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 Friday, January 8, 2010 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 Friday, January 15, 2010, 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 2:00pm at St. Paul Union Depot on Tuesday, January 5, 2010. Attendance at this Conference is not 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 Friday, January 29, 2010, 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.

Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope.

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 County reserves the right to waive any minor irregularities in the proposal request process.
2. The County 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 Proposal Evaluation Team will be comprised of staff representatives from following agencies: RCRRA, Washington County RRA, Dakota County RRA, the Red Rock Corridor Commission, Minnesota Department of Transportation, Canadian Pacific Railway, Union Pacific Railroad Company, Burlington Northern Santa Fe Railway and the Metropolitan Council. Others may be added at the discretion of the RCRRA.
5. The County will review and evaluate proposals based on the following criteria (in order of relative importance):
 - 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

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.

All proposals will be evaluated using Federal Transit Administration's Qualifications-Based Procurement Procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, and as set forth in FTA circular 4220.1F, Chapter VI, Sec. 3.f.(3). RCRRA reserves the right to award a contract for the East Metro Rail Capacity and Engineering Improvements Study to other than the low bidder or proposer.

B. Contract

The agreement to be executed between the successful proposer and RCRRA will include the provisions of the County's 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 4220.1F)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 RCRRRA. All such documents shall be turned over to RCRRRA 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 County Board 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.

The selection of this project as a prime or sub-consultant may exclude participation on other projects/phases of work as outlined in FTA Circular 4220.1F, Chapter VI, Paragraph 2.a(4)(h).

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.

LEGEND

Major Railroads (Class I)

- BNSF
- CN
- CP
- UP

Other Railroads & Corridors

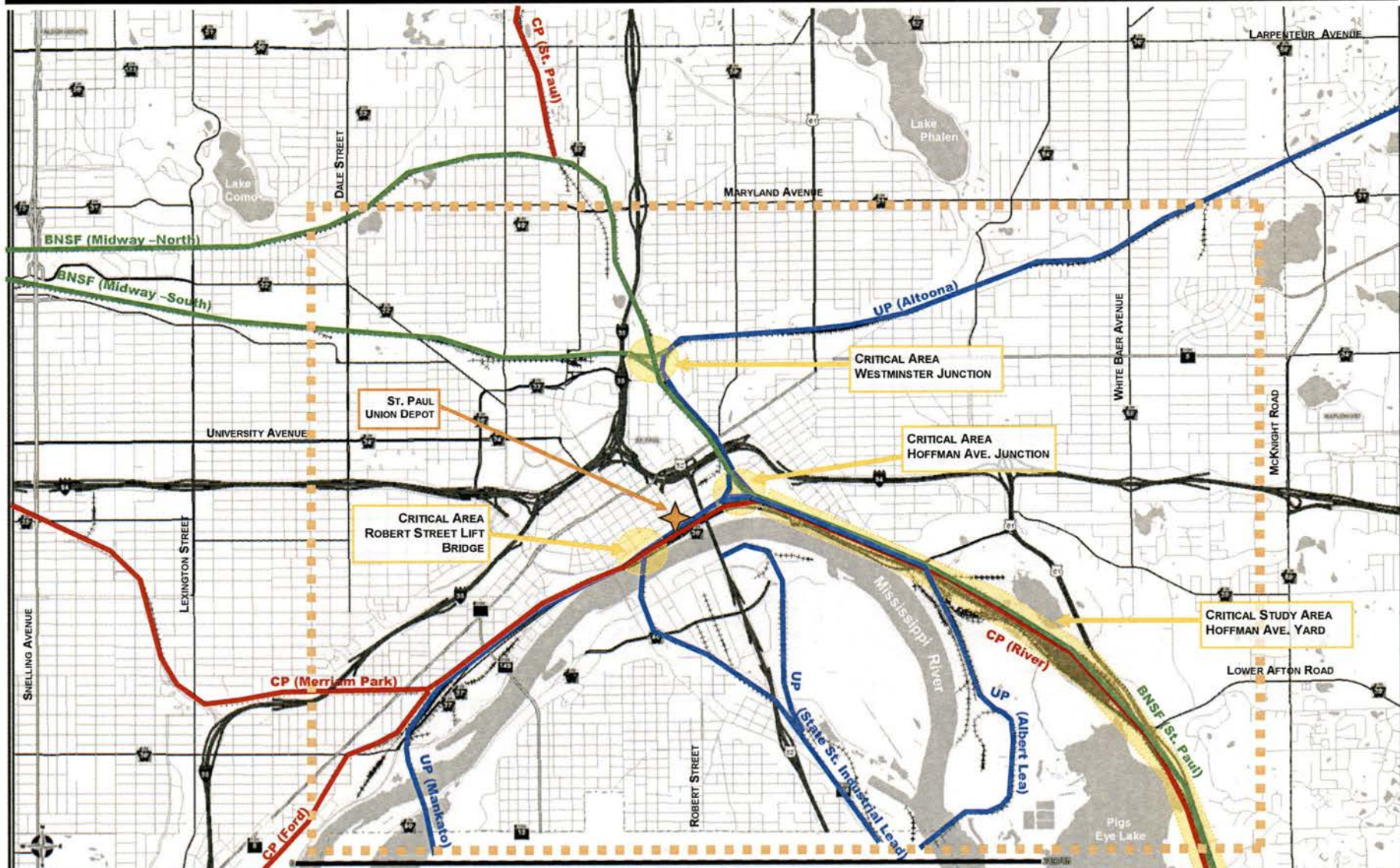
- Class II & Private Railroads
- MNNR - Minnesota Commercial
- MZL - Minnesota Zephyr, Ltd.
- PGR - Progressive Rail
- TCWR - Twin Cities & Western

Abandoned Lines

Map labels include: Minneapolis, St. Paul, Hastings, Redwing, and various towns and lakes in the region.

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EAST METRO RAIL CAPACITY STUDY — PRIMARY STUDY AREA



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

ATTACHMENT 3

INSTRUMENTED SURVEYS

The Engineer shall perform a detailed ground survey and topographical survey of the project area. The Engineer shall also develop the project base mapping that will be used for the preliminary studies/investigations/reports as well as for the development of the conceptual and engineering advancement design plans. All survey and base mapping shall be according to the latest version of the Minnesota Department of Transportation Survey and Mapping Manual. The Engineer shall meet with the RCRRA Project Manager prior to the commencement of the project survey work for a pre-survey conference. The requirements regarding method, standards, equipment, basis of bearing, horizontal and vertical control, base mapping, level of precision, topographic contour maps, and project coordinate basis shall be discussed and determined.

In addition to the base mapping identified above, the Engineer shall obtain current aerial photographs of the site for the purpose of preparing public displays of the alternatives, identifying environmentally sensitive areas and providing the basis for engineering studies. A "mosaic" aerial photographic map shall be developed to provide an overview of the project. This map shall include sufficient coverage to identify community accessibility and traffic circulation patterns on the adjacent road system within 1200'. Scale shall be suitable for output at a scale of 1" = 50'.

For purposes of depicting how alternative typical sections and their design features would generally fit into the surroundings, mapping will generally be suitable for showing any necessary adjustments of right-of-way lines, determining impact on geographic features such as wetlands, historic structures or hazardous waste sites, or calculating distances between tracks and sites of activities that are sensitive to noise or vibrations. Photographic enlargements at this scale with appropriate design details superimposed for each build alternative shall be provided.

Conventional field surveys shall be required to establish ground control and to verify the accuracy of aerial topography. Additional surveys may be required to provide supplemental coverage in those areas where design issues require a higher level of accuracy than described above. Such locations may include all underground utilities, right-of-way lines, structures, underpasses and other obscured areas and detailed design items that will be identified after the initiation of the conceptual engineering process. The survey and research of underground utilities shall be coordinated with other deliverables.

Based on the survey data, the Engineer shall prepare detailed base plans suitable for engineering advancement design. These plans shall be in three dimensions and follow the latest Minnesota Department of Transportation Survey and Mapping Manual CADD standards. The Engineer shall provide all survey field notes, base line information, bench run information and base line ties and offsets

DRAINAGE DELIVERABLES SHALL INCLUDE THE FOLLOWING:

Drainage Engineering shall include design of storm water drainage facilities for the entire area of proposed development, including roadway and rail facilities. Conceptual design will consist of developing drainage concepts and providing calculations for storm sewers of size 24" diameter and greater. Smaller lines will be checked using general calculations and also checked vs. existing and

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proposed obstructions along their alignments. The Engineer will take into account all proposed developments that are modifying or adding drainage structures within the drainage basin. The Engineer shall provide analysis and design that is compatible with applicable criteria.

Conceptual Drainage Documents

The Conceptual Plans shall include the following items:

- Location of all existing major drainage facilities (including storm sewer and open channels), the location of the 100-year floodplain boundary (highlighting areas and tracks affected by seasonal flooding), and existing contours.
- Plan and profile drawings for all proposed drainage improvements indicating size and location of pipes and structures, preliminary inlet locations and outfall structures and locations. Connections to existing systems. Proposed locations for ditches and open channels, detention/retention, and water quality facilities.
- Locations where major storm facilities will cross water, sanitary sewer, fiber optic, irrigation, or other fixed utility lines.
- Preliminary Stormwater Management Plans (SWMP).

Conceptual Drainage Investigation

The Engineer shall acquire known drainage studies and reports that have been completed or are in the process of completion for all areas contributing drainage to or in the area. This data collection activity shall include:

- Historical data, Flood Insurance Studies, Drainageway Master Plans, Flood Hazard Area Delineation Studies, Flood Insurance Rate Maps, map revision documents, and other maps, reports, and previous drainage designs in the proximity of the corridor
- Identification of all appropriate agencies, including cities, counties, metropolitan and/or special districts, that will have jurisdiction over all or part of the area drainage. Available storm drainage system maps and available construction plans for major structures in the area shall be collected for the study.
- Development of Stormwater Management Plan (SWMP) Concepts including water quality and storm detention facilities, to be coordinated with landscaping discipline, and the use of oil-water separators in the track area.
- Identify regulatory items required for completion of the project including permits and floodplain requirements.

Hydrologic Engineering

The Engineer shall determine 100 year major stormwater peak flows at critical points along the project area using all relevant information identified above. If it is determined that additional basin analysis is required to clarify stormwater flows or to provide additional peak flows at critical points along the project area then the Engineer shall determine peak stormwater flows using approved modeling methods. This additional effort, if needed, will be conducted Post-Preliminary Design.

Hydraulic Engineering

The Engineer shall identify and determine the location, size, and material type of each major drainage structure in the project area (a major structure is defined to be a 24" diameter or larger pipe or equivalent drainage structure, or open channel conveying more than 100 CFS during a 100-year event). The Engineer shall determine existing and available capacity of each major drainage structure and use modeling methods, calculations, and analysis that is compatible with applicable criteria.

TRACKWORK DELIVERABLES WILL INCLUDE THE FOLLOWING:

- Typical sections
- Track alignment plans to continue the horizontal and vertical alignment to include points of connection to existing systems or points of connection for proposed systems
- Track chart (track chart with mathematized horizontal and vertical alignments)
- Key map
- Plan and profile – horizontal scale 1-inch equals 40 feet and vertical scale 1-inch equals 4 feet
- Cross-sections 100' apart - horizontal scale 1 inch equals 10' and vertical scale 1 inch equals 10'
- Right of way information will be superimposed on all the trackwork layouts
- Staging plan with minimum interruption to service
- Special trackwork details
- Specifications outline
- Unit price cost estimate

Particular attention on trackwork design will be given to proximity to sensitive land uses (both the depot building and train deck are listed on the National Registry of Historic Buildings/Places), areas of restricted rights-of-way (i.e. Bruce Vento Nature Sanctuary), areas affected by flooding, and critical clearances with physical constraints.

The Track Engineer will complete a thorough walking inspection of the project right-of-way. Existing track condition will be documented, including rail sections and condition, tie and roadbed condition, special trackwork arrangements, critical signal and joint locations, clearance constraints, and drainage and civil concerns. The track design team will undertake a review all relevant existing project documentation with respect to the field inspection findings to determine the topographic survey requirements and coordinate with the survey team.

All horizontal alignment information will include radius of curve, length of curve, length of spiral stationing, super elevation and speed constraints. The vertical alignment for the control track will include existing ground, proposed grade, vertical curve information, clearances to existing and proposed overhead structures, and speed constraints. The Engineer is responsible for the meaning and applicability of all information generated from any track design software tools that are used.

The drawings will include right-of-way information and definition, existing and proposed utilities, platform locations, platform layouts, crossovers, pocket tracks (if any), location of electrical, signal or

similar houses or stations, and any modifications to existing track alignments either vertical or horizontal.

The trackwork design effort will focus on such issues as:

- Optimized track layout
- Storage track requirements (if required)
- Grading and drainage requirements
- Coordination of design with affected rail agencies and railroad companies
- Establishing clearances between rail vehicles and structural or system equipment elements.
- Update the general layout, as necessary, as design information is received from the other disciplines or as survey is updated. Keep the design team apprised of any changes.
- Prepare a list of trackwork items that do not meet applicable minimum design criteria.

SIGNAL SYSTEM DELIVERABLES WILL INCLUDE THE FOLLOWING:

The signal design for Amtrak egress shall be developed to accommodate the engineering and operational requirements consistent with the proposed track design and consistent with Amtrak, BNSF, CP and UP signal and communication systems.

DESIGN CODES AND MANUALS

Specific codes and standards include, but are not limited to, the following:

- Manual for Railway Engineering, American Railway Engineering and Maintenance of Way Association (AREMA)
- AMTRAK Design Standards
- Canadian Pacific Railway Track, Signal and Structure Standards
- Burlington Northern Santa Fe Railway Track, Signal and Structure Standards
- Union Pacific Railroad Track, Signal and Structure Standards

It is the Engineer's responsibility to verify and document applicable codes, standards, manuals, guidelines and design criteria for all project elements and design disciplines. The most current edition(s) in effect at the time of NTP shall be used. Identify and confirm all authorities having jurisdiction including permit and approval requirements.

Particular attention on trackwork design will be given to proximity to sensitive land uses, known environmental issues, rights-of-way and critical clearances with physical constraints.

The Track Engineer will complete a thorough walking inspection of the project right-of-way. Existing track condition will be documented, including rail sections and condition, tie and roadbed condition, special trackwork arrangements, critical signal and joint locations, clearance constraints, and drainage and civil concerns. The track design team will undertake a review all relevant existing project documentation with respect to the field inspection findings to determine the topographic survey requirements and coordinate with the survey team.

All horizontal alignment information will include radius of curve, length of curve, length of spiral stationing, super elevation and speed constraints. The vertical alignment for the control track will include existing ground, proposed grade, vertical curve information, clearances to existing and proposed overhead structures, and speed constraints. The Engineer is responsible for the meaning and applicability of all information generated from any track design software tools that are used.

The drawings will include right-of-way information and definition, existing and proposed utilities, platform locations, platform layouts, crossovers, pocket tracks (if any), location of traction power substations, platform access and any modifications to existing track alignments either vertical or horizontal. The trackwork design effort will focus on such issues as:

- Optimized track layout
- Storage track requirements
- Grading and drainage requirements
- Coordination of design with affected rail agencies
- Establishing clearances between rail vehicles and structural or system equipment elements.
- Update the general layout, as necessary, as design information is received from the other disciplines or as survey is updated. Keep the design team apprised of any changes.
- Prepare a list of trackwork items that do not meet applicable minimum design criteria.

ATTACHMENT 4:
Potential Stakeholders That May Be Consulted When Assessing Impacts from Rail Improvements

AMTRAK
Baytown Township
Burlington Northern Santa Fe Railway
Canadian Pacific Railway
City of Cottage Grove
Dakota County Regional Railroad Authority
Denmark Township
Goodhue County Regional Railroad Authority
City of Hastings
Hennepin County Regional Railroad Authority
City of Inver Grove Heights
City of Lake Elmo
City of Maplewood
Metropolitan Airport Commission
Metropolitan Council
City of Minneapolis
Minnesota Department of Transportation
City of Newport
City of Oakdale
Prairie Island Indian Community
Ramsey County Regional Railroad Authority
Red Rock Corridor Commission
City of Red Wing
City of Rosemount
City of South St. Paul
City of St. Paul
City of St. Paul Park
St. Paul Port Authority
Twin Cities & Western Railroad Company
Union Pacific Railroad Company
Washington County Regional Railroad Authority
West Lakeland Township
City of West St. Paul

Note: This list should not be deemed exhaustive. Additional stakeholders not listed above and identified as part of the study may need to be consulted.

ATTACHMENT 5: 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
I State Grantees						
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
II Non State Grantees						
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)

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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*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. 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 RCRRRA 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 RCRRRA.

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). Metropolitan Council Office of Diversity will assist RCRRA in reviewing the proposals for meeting the goal or establishing good faith efforts.

See the Attachment 6 "Disadvantaged Business Enterprise (DBE) Subcontracting Policy and Procedure" and Attachment 7 "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.**

*MC DOCUMENT 00485***DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTING POLICY AND PROCEDURE****PART 1 DBE PROGRAM****1.1 POLICY**

- A. The COUNCIL, a US Department of Transportation (USDOT) grant recipient, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of 49 CFR part 26. USDOT-assisted contracts include financial assistance from USDOT, the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA).
- B. This contract is funded in part with a grant from the Federal Transit Administration (FTA). The Disadvantaged Business Enterprise (DBE) requirements of the Transportation Equity Act for the 21st Century (TEA-21) and 49 CFR part 26 apply to the contract for this Project.
- C. This **Document 00485 Disadvantaged Business Enterprise (DBE) Subcontracting Policy and Procedure** contains pre-award requirements for Bidders. Post-award requirements relating to Disadvantaged Business Enterprise are contained in **Document 00710 Supplemental Conditions for FTA-Funded Projects** which should also be carefully reviewed by Bidders.
- D. Attached to this document is the following form:
 - 1. **Document 00485A Disadvantaged Business Enterprise Information and Certifications**Submittal requirements for this form are described in this document.

1.2 DBE PARTICIPATION GOAL

For the purposes of this contract, the COUNCIL has established a 15% goal for DBE participation.

1.3 DEFINITIONS

- A. Disadvantaged Business Enterprise (DBE) means a for-profit small business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals. In the case of any publicly-owned business, at least 51% of the stock must be owned by one or more socially and economically disadvantaged individuals; and the management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. Small Business Concern (with respect to firms seeking to participate as DBEs in USDOT-assisted contracts) means a small business as defined pursuant to the Small Business Act (13 CFR 121).
- C. Socially and Economically Disadvantaged Individuals (for purposes of USDOT-assisted projects) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is:
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis;
 - b) Women (regardless of race, ethnicity or origin); or
 - c) Individuals found to be socially and economically disadvantaged by the U.S. SBA pursuant to Section 8(a) of the Small Business Act.

The COUNCIL will make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. The COUNCIL may, on a case-by-case basis, determine or accept the determination by another USDOT recipient, that individuals who are socially and economically disadvantaged in accordance with 49 CFR 26, Subpart D.

1.4 COUNTING DBE PARTICIPATION

In accordance with 49 CFR section 26.55, the COUNCIL will utilize the following guidelines in determining the percentage of DBE participation that will be counted toward the overall DBE goal:

- A. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of the regulations at the time of the execution of the contract, the firm's participation toward any DBE goals will not be counted, except as provided in 49 CFR section 26.87(i).
- B. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

- C. The participation of a DBE subcontractor toward the CONTRACTOR's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE.
- D. When a DBE participates in a contract, the value of the work actually performed will be counted as follows:
 - 1. The entire amount of that portion of a construction contract (or other contract not covered by paragraph 49 CFR part 26.55) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the CONTRACTOR or its affiliate).
 - 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided that the COUNCIL determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- E. When a DBE performs as a participant in a joint venture, the COUNCIL will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- F. The COUNCIL will count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract:
 - 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the COUNCIL will evaluate the amount of work subcontracted,

industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the COUNCIL will examine similar transactions, particularly those in which DBEs do not participate.
 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the COUNCIL will presume that it is not performing a commercially useful function.
 4. When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. The COUNCIL may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 5. The COUNCIL's decisions on matters of whether a DBE performs a commercially useful functions are subject to review by the concerned operating administration (FTA), but not subject to an administrative appeal to USDOT.
- G. The COUNCIL will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on its contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 6. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- H. The COUNCIL will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
1. The COUNCIL will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 2. The COUNCIL will count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.
- I. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- J. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 CFR section 26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products.

Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

- K. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 CFR section 26.55(e)(2).
- L. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the COUNCIL will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the COUNCIL has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The COUNCIL will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

PART 2 BID/AWARD PHASE ACTIVITIES

2.1 REQUIREMENT OF GOOD FAITH EFFORTS

Bidders are advised that award of this contract is conditioned on meeting the requirements of 49 CFR section 26.53, requiring Bidders to make good faith efforts to meet the DBE participation goal specified in section 1.2 of this document. Bidders are required to demonstrate good faith efforts to meet the goal by either:

1. documenting the participation of specific DBEs to meet the goal, or
2. documenting adequate good faith efforts to meet the goal, even if the efforts were not successful in obtaining sufficient DBE participation to meet the goal.

2.2 BID SUBMITTAL REQUIREMENTS

- A. All bids **MUST** include a properly completed **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form. The form consists of Parts A and B. Part A must be completed by every Bidder. Part B must be completed by the Bidder if required in accordance with the following instructions.
- B. In Part A of the form, the Bidder must list all firms, if any, whose participation is proposed to be credited toward meeting the DBE goal and the following information regarding each such firm:

1. The name and address of each DBE prime contractor, joint venture partner, subcontractor, trucker or supplier that the bidder intends to credit toward the DBE goal. The complete legal business name as used for DBE certification shall be identified on the form.
2. A description of how each DBE firm will participate in this contract. The DBE goal may be satisfied by a commitment to DBE participation in the contract as a prime contractor, joint venture partner, subcontractor, trucker or supplier.
3. The state in which the DBE is currently certified.
4. A description of the work to be performed or materials to be supplied by each DBE.
5. The estimated dollar value of each DBE's participation in the contract.
6. The estimated percent of the total bid for each DBE. The percentage allocated for each DBE must be in accordance with the provisions for performing a commercially useful function, as required by 49 CFR section 26.55.

C. All DBE firms which are listed in Part A of **Document 00485A Disadvantaged Business Enterprise Information and Certifications** must, as of the date bids are due, be:

1. certified by the COUNCIL as a DBE; or
2. certified by any other United States Department of Transportation (USDOT) recipient and then certified by the COUNCIL within 30 days of the execution of the contract; or
3. included on the **Metropolitan Airports Commission (MAC)/Minnesota Department of Transportation (MnDOT)/Metropolitan Council Disadvantaged Business Enterprise (DBE) Directory**. All of the firms on this listing shall be considered "currently certified" for the purposes of bid submittal. This listing is available from the Council and can also be found at the following website:

http://www.metrocouncil.org/doing_business/dbeinfo.htm

The provisions of 49 C.F.R., part 26.87 (relating to removal of a DBE's eligibility) apply to all firms credited under this paragraph.

If no DBE participation is proposed, the Bidder must indicate so on the form. Part A of the form includes a Certification of DBE Participation and Good

Faith Efforts which must be filled in and signed on behalf of the Bidder in all cases.

D. Part B of **Document 00485A Disadvantaged Business Enterprise Information and Certifications** must be completed by the Bidder if the information provided in Part A of the form indicates either:

1. no proposed DBE participation, or
2. proposed DBE participation at less than the DBE goal established above;

In Part B, the Bidder must provide information regarding its good faith efforts to meet the DBE goal. Part B also includes a certification which must be filled in and signed on behalf of the Bidder if completion of Part B is required.

E. Failure to submit a properly completed **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form with the bid will result in no further consideration of the bid by the COUNCIL.

Part 3 POST-BID/PRE-AWARD REVIEW

3.1 POST-BID SUBMITTALS

A. After the opening of bids but before award of the contract, the COUNCIL will notify the three apparent low Bidders that they are being considered for award. Each Bidder so notified must, within 7 days from receipt of the notice, meet the following additional requirements:

1. The Bidder must submit written confirmation from each DBE included in the Bidder's **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form confirming the DBE participation in the project.
2. The bidder must submit any clarifications or details requested by the COUNCIL regarding: a) its pre-bid efforts to obtain DBE participation, and/or b) the good faith efforts information submitted with the bid.

B. Failure to comply with a post-submittal requirement may result in no further consideration of the bid by the COUNCIL.

3.2 GOOD FAITH EFFORTS DETERMINATION

In accordance with 49 CFR section 26.53 and Appendix A thereto, the following guidelines will apply to a good faith efforts determination.

- A. The bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of 49 CFR Part 26 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The COUNCIL's DBE Liaison Officer will determine whether a bidder made sufficient good faith efforts to meet the goal in accordance with the guidelines set forth in 49 CFR section 26.53, and Appendix A thereto. Compliance will be determined on a case-by-case basis, based on a review of documentation of the following types of activities:
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
 3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 4. Negotiating in good faith with interested DBEs. The bidder has the responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 5. A bidder using good business judgement would consider a number of factors in negotiating with subcontractors, including DBE subcontractors,

and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

6. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the bidder's efforts to meet the contract goal.
7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required for this contract.
8. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
9. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal offices of minority/women business assistance; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
10. The performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the COUNCIL may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the COUNCIL may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

- B. If the COUNCIL determines that the apparent successful bidder has failed to meet the Good Faith Efforts requirements of this program, it will, before contract award, provide the bidder an opportunity for administrative reconsideration. The bidder will have the opportunity to:
1. Provide a written documentation or argument concerning the issue of whether the bidder met the goal or made adequate good faith efforts to do so; and
 2. Meet in person with the COUNCIL or its reconsideration official to discuss the issue of whether the bidder met the goal or made adequate good faith efforts to do so.
- C. The COUNCIL will send the proposer a written decision on its reconsideration, explaining the basis on which the determination was made whether it met the goal or made adequate good faith efforts to do so.
- D. In accordance with 49 CFR section 26.53, the result of the COUNCIL's reconsideration process is not subject to administrative appeal to USDOT or the Federal Transit Administration.
- E. Determinations and reconsiderations regarding failure to meet DBE requirements for this contract are handled in accordance with the provisions of this section 3.2 and are not subject to the protest procedures in **Document 00490 Protest Procedures**.

Part 4 POST-AWARD REQUIREMENTS

Additional post-award requirements relating to Disadvantaged Business Enterprise are contained in **Document 00710 Supplemental Conditions for FTA –Funded Projects**.

DOCUMENT 00485A
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND CERTIFICATIONS

Bidder Company Name: _____

Contract # 35791 **Project Name:** Red Rock-East Metro Rail Capacity Study

(NOTE: This form **MUST** be submitted with each bid. Part A of this form must be completed by every Bidder. Part B must be completed if required in accordance with Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure, and the directions in this form.)

PART A

Check ONE of the following:

- ☐ No DBE participation is proposed on this project
☐ The following DBE participation is proposed on this project:

Firm Name (Legal business name used for DBE certification)	Address	How will firm participate? (Prime; Joint Venture; Partner; Subcontractor; Trucker or Supplier)	State(s) in which currently certified	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
TOTAL % PROPOSED:						

(Form continued on next page. Use copies of page 1 of this form if additional space is needed to list proposed DBEs and attach such copies to the form.)

CERTIFICATION OF DBE PARTICIPATION AND GOOD FAITH EFFORTS

On behalf of the Bidder identified below, I certify that:

(check ONE of the following)

☐ No DBE participation is proposed on this project.

☐ Bidder is committed to use the DBE subcontractor(s) listed in this form on this project at the stated percentage(s).

I further certify that I have read the DBE requirements in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure** and applicable federal regulations cited therein. I further certify that the Bidder has made appropriate efforts to comply with the DBE requirements for this contract by making good faith efforts to meet the DBE goal specified in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure**. I am authorized on behalf of the Bidder to submit this certification to the Council. This certification is a material representation of fact on which the Council may rely in awarding the contract.

Bidder Name: _____

By: _____

Date: _____

Name: _____

Title: _____

Note: If the above certification indicates 1) no DBE participation, or 2) DBE participation at less than the DBE goal established in Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure, the Bidder must complete the following Part B of this form.

PART B

THE FOLLOWING GOOD FAITH EFFORTS WERE TAKEN IN ORDER TO MEET THE DBE PARTICIPATION GOAL FOR THIS CONTRACT (use additional sheets if necessary to supplement the responses and attach them to this form):

(Note: the following is a list of types of actions which will be considered by the Council as a part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.)

1. Describe Bidder's efforts to include DBEs on solicitation lists and to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the project. (Include information indicating whether the solicitation of interest took place within sufficient time to allow the DBEs to respond to the solicitation and/or if Bidder took appropriate steps to follow up the initial solicitations.)

2. Describe Bidder's efforts to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal would be achieved. (This includes, where appropriate, breaking out project work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces; and establishing delivery schedules which will encourage DBE participation.)

3. Describe Bidder's efforts to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Invitation for Bids in a timely manner to assist them in responding to a solicitation:

4. Describe Bidder's efforts to negotiate in good faith with interested DBEs. (Include information on the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and information as to why additional agreements could not be reached for DBEs to perform the work.)

5. Describe Bidder's efforts to avoid rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. (The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.)

6. Describe Bidder's efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Invitation for Bids:

7. Describe Bidder's efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

8. Describe Bidder's efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state, and federal disadvantaged business assistance offices; and other organizations to provide assistance in the recruitment and placement of DBEs, including the U.S. Department of Commerce's Minority Business Development Agency (MBDA):

9. Describe other factors or types of efforts used by Bidder in its good faith effort to meet the project DBE goal:

BIDDERS must sign the following certification and attach all documentation of good faith efforts.

CERTIFICATION

On behalf of the Bidder identified below, I certify that I have read the DBE requirements in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure**, and applicable federal regulations cited therein. I further certify that the Bidder has made appropriate efforts to comply with the DBE requirements for this contract by undertaking the efforts documented in this certification. I have enclosed or attached all documentation of the Bidder's efforts to comply with the DBE requirements, on which the Council may rely in determining whether the Bidder has met the good faith efforts requirements. I am authorized on behalf of the Bidder to submit this form and documentation to the Council. This certification is a material representation of fact on which the Council may rely in awarding the contract.

Bidder Name: _____ Date: _____
By: _____
Name: _____
Title: _____

EXHIBIT A: Lobbying Certification

Exhibit A

49 CFR PART 20 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 section 1352, title 31, U.S. Code (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 section 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, TranSystems Corporation Consultants, 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

James L. Terry SR.V.P./Principal

Name and Title of Contractor's Authorized Official

3/29/2010

Date

W-9 Form from TranSystems

TranSystems, March 2010

19 of 20

Prof Agree Rev January 13, 2010

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**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above TranSystems Corporation	
Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.) 2400 Pershing Road, Ste. 400	Requester's name and address (optional)
City, state, and ZIP code Kansas City, MO 64108	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
4	3	0	8	3	9	7	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person <i>Jennifer L. Kahmann</i>	Date ▶ <i>1-11-10</i>
--------------	--	-----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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Certificate of Liability Insurance

TranSystems, March 2010

20 of 20

Prof Agree Rev January 13, 2010

111

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

10/1/2010

DATE (MM/DD/YYYY)
3/30/2010**PRODUCER** Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURED** TranSystems Corporation
1064760 2400 Pershing Rd., Suite 400
Kansas City MO 64108**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: ZURICH AMERICAN INS. CO. (CHICAGO)

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES TRASY01 PMTHIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING
INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☐ UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A		OTHER PROFESSIONAL LIABILITY	EOC 9139550	10/1/2009	10/1/2010	\$2,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: PROJECT NO. B101090401; EAST METRO RAIL CAPACITY AND ENGINEERING IMPROVEMENTS STUDY.**CERTIFICATE HOLDER**

10838199

RAMSEY COUNTY REGIONAL RAIL AUTHORITY
280 CITY HALL/ COURT HOUSE BUILDING
15 WEST KELLOGG BOULEVARD
ST. PAUL MN 55102**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'TRASY01'.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/1/2010

DATE (MM/DD/YYYY)

3/30/2010

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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

INSURED 4723 TranSystems Corporation
2400 Pershing Rd., Suite 200
Kansas City MO 64108

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: ZURICH AMERICAN INSURANCE COMPANY

INSURER B: AMERICAN GUARANTEE & LIAB. (ZURICH)

INSURER C:

INSURER D:

INSURER E:

COVERAGES TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ SEVERABILITY ☒ CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	GLO3707153	10/1/2009	10/1/2010	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/PO/ AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PO/ AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																	
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GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COM/PO/ AGG	\$ 2,000,000																	
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	BAP3707150	10/1/2009	10/1/2010	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$ XXXXXXXX</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$ XXXXXXXX</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ XXXXXXXX</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ XXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX				
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PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX																	
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$ XXXXXXXX</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$ XXXXXXXX</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$ XXXXXXXX</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX	OTHER THAN EA ACC	\$ XXXXXXXX	AUTO ONLY: AGG	\$ XXXXXXXX						
AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX																	
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AUTO ONLY: AGG	\$ XXXXXXXX																	
B		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ UMBRELLA FORM RETENTION \$	AUC 9376483	10/1/2009	10/1/2010	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$ XXXXXXXX</td></tr><tr><td></td><td>\$ XXXXXXXX</td></tr><tr><td></td><td>\$ XXXXXXXX</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$ XXXXXXXX		\$ XXXXXXXX		\$ XXXXXXXX		
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AGGREGATE	\$ 1,000,000																	
	\$ XXXXXXXX																	
	\$ XXXXXXXX																	
	\$ XXXXXXXX																	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC3707150	10/1/2009	10/1/2010	<table border="1"><tr><td>☒ WC STATU-TORY LIMITS</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	☒ WC STATU-TORY LIMITS	☐ OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000				
☒ WC STATU-TORY LIMITS	☐ OTH-ER																	
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																	
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: PROJECT NO. B101090401; EAST METRO RAIL CAPACITY AND ENGINEERING IMPROVEMENTS STUDY.

CERTIFICATE HOLDER

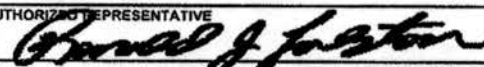
10838268

RAMSEY COUNTY REGIONAL RAIL AUTHORITY
280 CITY HALL/ COURT HOUSE BUILDING
15 WEST KELLOGG BOULEVARD
ST. PAUL MN 55102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

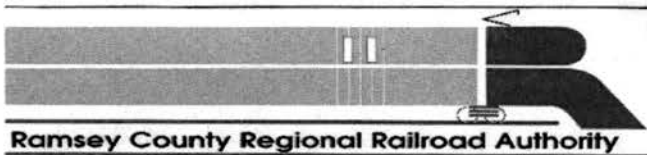


ACORD 25 (2001/08)

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2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/06/10

Regional Railroad Authority Meeting Date:

SUBJECT: Presentation on the Central Corridor Investment Framework by John Shardlow from Bonestroo

EXECUTIVE SUMMARY

Last fall, the McKnight Foundation invited Ramsey County to join with other Central Corridor partners in a regional conversation to develop a Central Corridor Investment Strategy. A Working Group, co-chaired by Commissioner McDonough and Hennepin County Commissioner McLaughlin was formed. Other members include: Saint Paul Mayor Coleman, Minneapolis Mayor Rybak, Metropolitan Council Chair Bell, and Minnesota Housing Commissioner Bartholomay. Staff support is being provided by the Center for Transit Oriented Development (CTOD), Bonestroo and Springsted. John Shardlow, Principal from Bonestroo will provide an informational update on the activities of the Working Group to the Regional Rail Authority Board.

ACTION REQUESTED

None -For Information and Discussion Only

1

SUBJECT: Presentation on the Central Corridor Investment Framework by John Shardlow from Bonestroo

ATTACHMENTS:

None

PREVIOUS ACTION:

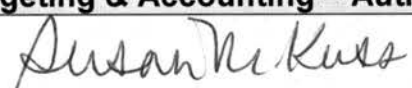
None

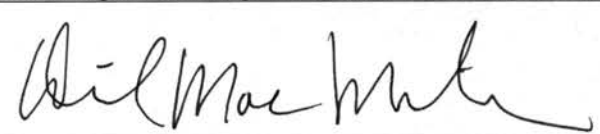
COUNTY MANAGER'S COMMENTS:

This item is to provide an update to the Regional Railroad Authority on the Working Group that is meeting to discuss a Central Corridor investment strategy. This is for information only.

SUBJECT: Presentation on the Central Corridor Investment Framework by John Shardlow from Bonestroo

Regional Railroad Authority – Authorized Signature	Date
	3/31/10

Budgeting & Accounting – Authorized Signature	Date
	3/31/10

County Attorney – Authorized Signature	Date
	4/1/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

HUD-DOT-EPA

Sustainable Communities Partnership

Interagency partnership launched in 2009 to coordinate federal housing, transportation, and other infrastructure investments.

Objectives:

- to help improve access to affordable housing
- create more transportation options, and
- lower transportation costs
- protect the environment in communities nationwide.

Federal Livability Principles

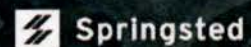
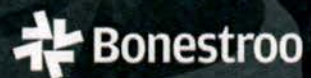
- Provide more transportation choices.
- Promote equitable, affordable housing.
- Enhance economic competitiveness.
- Support existing communities.
- Coordinate and leverage federal policies and investment.
- Value communities and neighborhoods.

An aerial photograph of a city, likely San Francisco, with a central corridor highlighted in yellow and blue. The corridor follows a major road and a transit line, with various urban blocks and landmarks visible. The image is dark and grainy, with a high-contrast, almost artistic feel.

Central Corridor TOD Investment Framework

Leveraging Public Investment to its Maximum
Potential

April 6, 2010



Working Group (Informal)

- Ramsey County Commissioner, Jim McDonough (co-chair)
- Hennepin County Commissioner, Peter McLaughlin (co-chair)
- Mayor of Saint Paul, Chris Coleman
- Mayor of Minneapolis, R.T. Rybak
- Met Council Chairman, Peter Bell
- Minnesota Housing Commissioner, Dan Bartholomay

TOD Investment Framework Project Team



Primary Objective

- To Build Community and Maximize Private Investment Along the Corridor to Implement Community-Based Plans

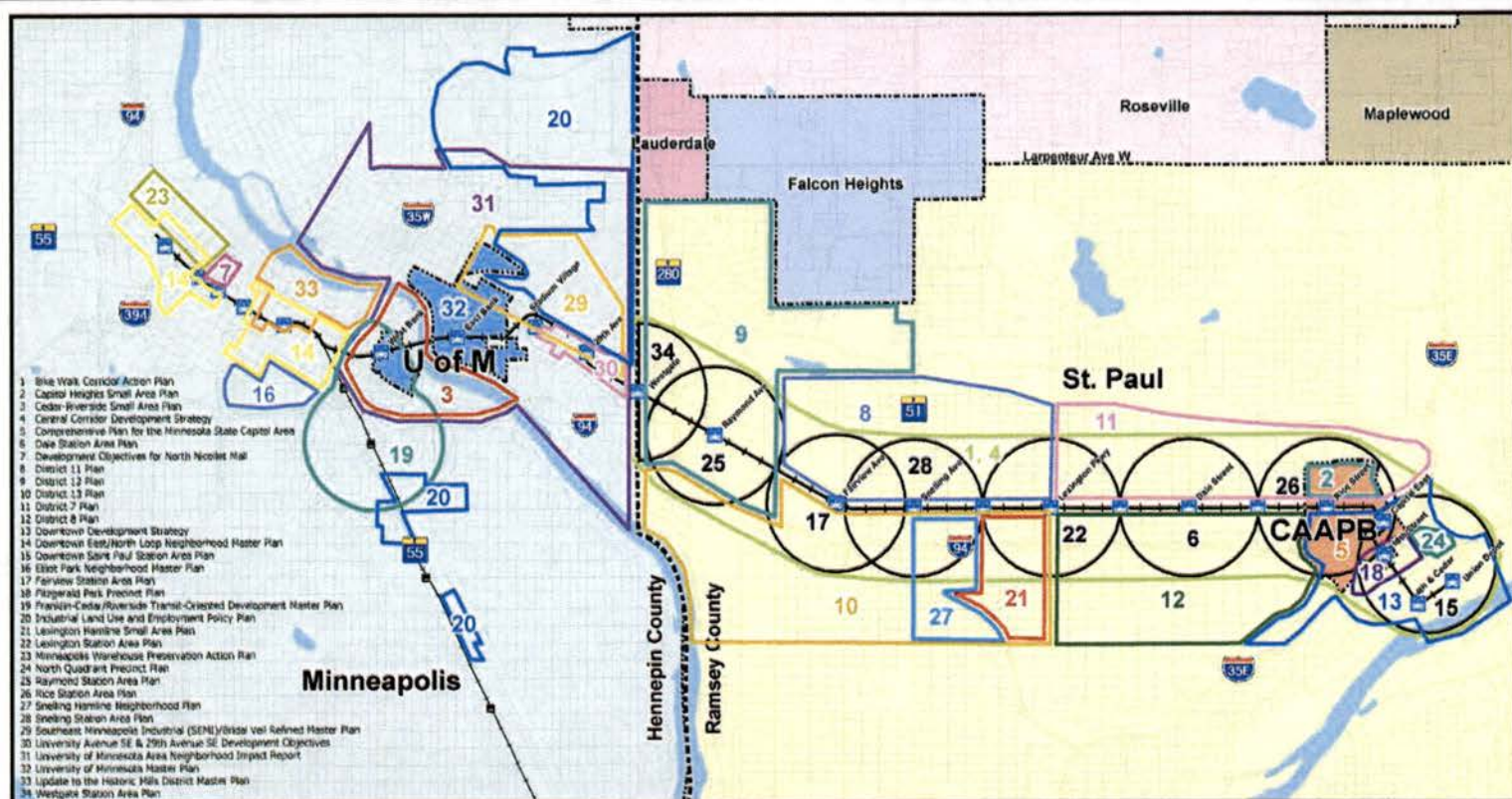
TOD Investment Framework Purpose

- Create a comprehensive public investment framework that includes strategies to leverage the public investment to attract, shape, and accelerate appropriate private investment in the Central Corridor.
- Identify critical investments that might otherwise be missed by individual jurisdictions and participants.

Establish a coordinated voice to support future corridor-wide funding needs, strategies for various funding partners, and provides information to support individual jurisdiction funding requests.

Information Gathering Phase

- Summary of over 35 community plans
- Identification of over 300 potential improvement projects along the Central Corridor
- Cost estimate totals of the 300+ projects broken down by station area and type
- Map series depicting projects by type and location



Recent Planning Studies Along or Near Central Corridor

Central Corridor Investment Framework Plan



- Central Corridor LRT Line
- Central Corridor LRT Stations
- Hiawatha LRT Line
- Hiawatha LRT Stations
- County Boundary
- Other Jurisdiction Boundaries
- City Boundary
- metrowest

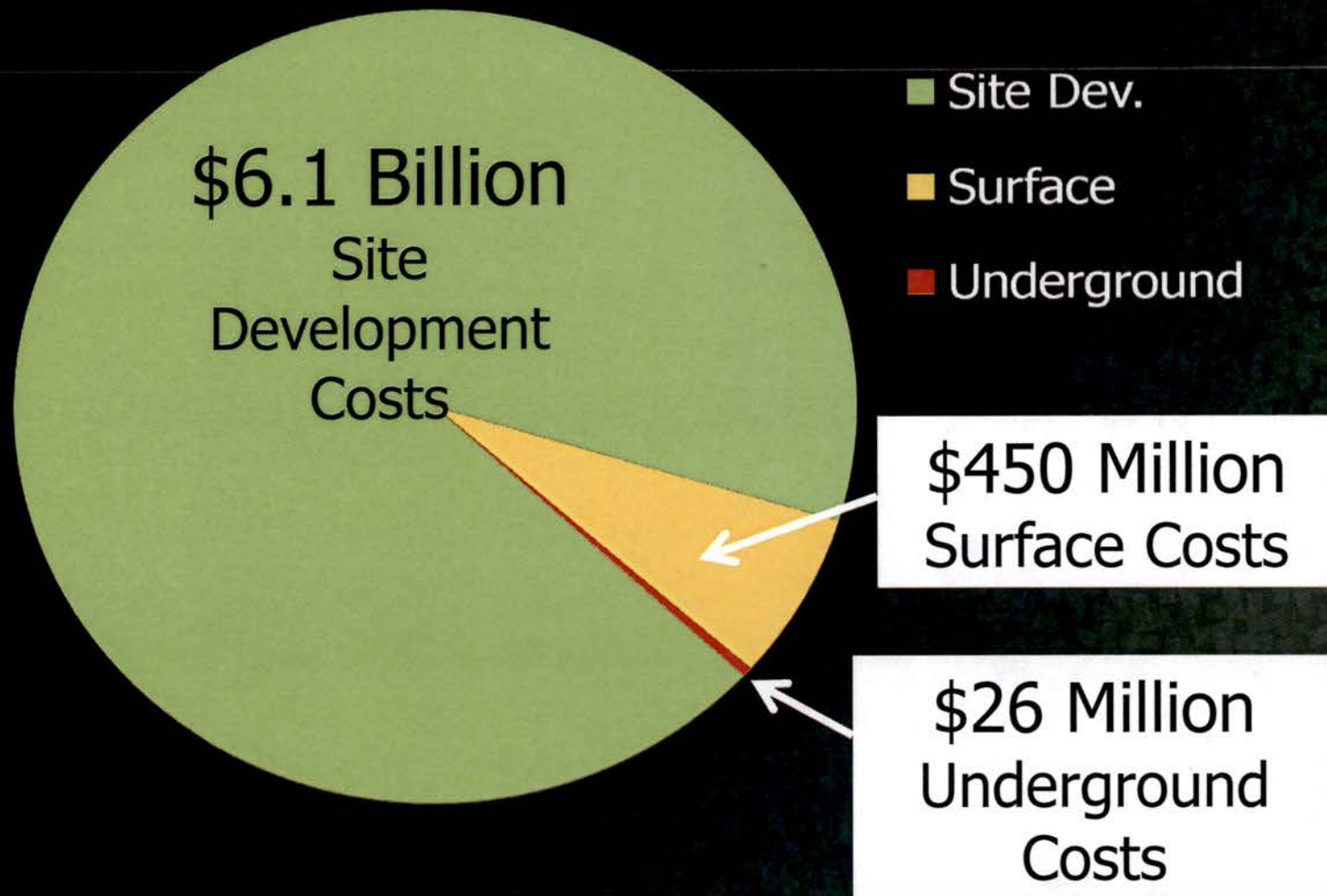
*CAAPB - Capitol Area Architectural & Planning Board

March 17, 2010

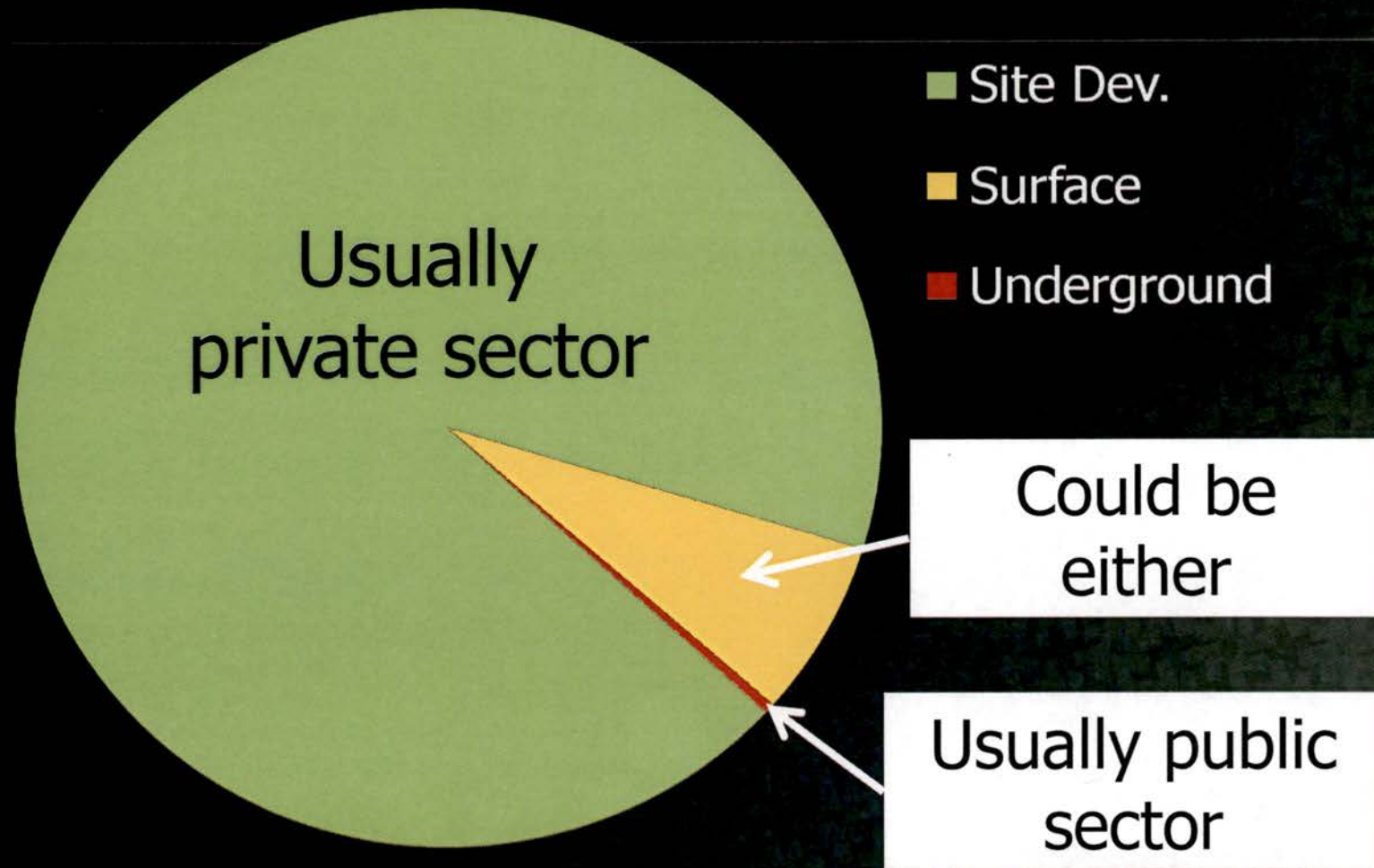
Bonestroo

1/5196-51962/0010GIS Projects/Planning Studies.mxd

Planned Improvements along Central Corridor



Who Pays?



Streetsca

Parks and Open Space

Proximity to

Site Remediation

- Redevelopment of brownfield sites led to a net increase of **3 - 11%** in nearby housing prices.



Source: Sayer Contractors, Inc. <http://www.sayer.com/page3391.asp>

Next Steps

- Prepare and study alternative investment strategies
- Scheduled completion Summer of 2010

Living Cities Integration Initiative

Supports integrative and sustainable approaches that will create opportunities for low-income people and revitalize communities

Total of \$75-80 million in grants, Program-Related Investments (PRIs), and senior debt available

Up to 5 initiatives will be funded

Sustainable Communities Planning Grant Program

Supports regional planning initiatives that integrate housing and transportation approaches based on livability, sustainability, and social equity principles

Notice of Funding Availability (NOFA) release April 12

Total of \$100M available

\$5M grants available to large metropolitan areas