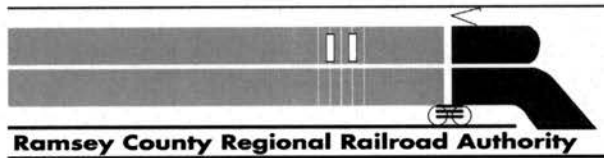




Ramsey County Regional Railroad Authority.
Records.

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Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY

September 24, 2013

Immediately following the Legislative Committee of the Whole
Council Chambers – Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the September 24, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 10, 2013 Regional Railroad Authority Meeting is presented for approval.

PRESENTATION OF AWARDS - American Public Works Association - Project of the Year Award for Historical Restoration/Preservation for the Union Depot Multimodal Transit Center

ADMINISTRATIVE AGENDA

1. Riverview Corridor Policy Advisory Committee

Board Action Requested:

Approve the members of the Riverview Corridor Policy Advisory Committee.

2. Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

Board Action Requested:

- 1) Approve Amendment Two to the Memorandum of Agreement between the City of Saint Paul, Metropolitan Council and Ramsey County Regional Railroad Authority for the Brownfields Assessment Coalition.
- 2) Authorize the Chair to execute the Amendment.

3. Union Depot Railroad On Track Safety Program Adoption

Board Action Requested:

Approve the Union Depot Railroad On Track Safety Program, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace.

(Continued)

4. Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

Board Action Requested:

Authorize the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

5. Request for Proposals for Union Depot Railroad Track Operations and Maintenance

Board Action Requested:

Authorize the issuance of a Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 10, 2013

The Ramsey County Regional Railroad Authority met with the following members present: Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Absent: Huffman - 1. Also present were Julie Kleinschmidt, Ramsey County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:30 A.M.

AGENDA

Reinhardt *Carter*
Commissioner moved approval of the Agenda of the September 10, 2013 Regional Railroad Authority Meeting, seconded by Commissioner. Roll Call: Ayes – Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Nays – 0.

MINUTES

Rettman *Reinhardt*
Commissioner moved approval of the Minutes of the August 20, 2013 Regional Railroad Authority Meeting, seconded by Commissioner. Roll Call: Ayes – Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Nays – 0.

1. Requests for Proposals for a Pre-Project Development Study for the Rush Line Corridor

Commissioner Reinhardt said this is an exciting time for the Rush Line Corridor. With the first Alternatives Analysis, there were two potential options, which was light rail to White Bear Lake, and Bus Rapid Transit to Forest Lake. With the Pre-Project Development Study, they will look at those two options and determine what the Rush Line Corridor really looks like into the future. She said the Rush Line Task Force is supportive of this and has asked each of the counties to also support this and move it forward.

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

Commissioner Rettman asked if Hinckley is still a part of this. She also wanted to know if the Grand Casino was involved.

Commissioner Reinhardt said Rush Line is an 80 mile corridor and Hinckley is still part of it. Pine County wanted to contribute regardless of whether the line makes it to Pine County now. She said they have always had continued communication about Rush Line with the Casino, as well as with the businesses along the line.

Commissioner Rettman asked if it was possible to add the Trout brook Regional Trail to the RFP.

Commissioner Reinhardt said she would have staff look into it.

Roll Call: Ayes – Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Nays – 0. R13-28

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 Rush Line Corridor extends from Union Depot north to Hinckley, MN, and includes the Ramsey County communities of St. Paul, Maplewood, Little Canada, Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township; and

WHEREAS, The Rush Line Corridor Task Force is a joint powers board of cities and counties along the Rush Line Corridor that was formed in 1999 to coordinate transit planning and advocacy activities; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal agent of the Rush Line Corridor Task Force; and

WHEREAS, In 2009, the Rush Line Corridor Task Force completed an Alternatives Analysis for the corridor identifying light rail transit from Union Depot to White Bear Lake and bus rapid transit from Union Depot to Forest Lake/Columbus as viable transit alternatives in need of additional analysis; and

WHEREAS, A Pre-Project Development Study (aka Advanced Alternatives Analysis) is necessary to determine the best transit mode and alignment for the Rush Line Corridor; and

WHEREAS, On March 21, 2013 the Rush Line Corridor Task Force requested that Ramsey County Regional Railroad Authority, as its fiscal agent, amend Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide federal funding to complete the Pre-Project Development Study and on May 16, 2013 requested the Ramsey County Regional Railroad Authority to release a request for proposals for the Rush Line Corridor Pre Project Development Study; and

WHEREAS, On May 7, 2013 the Ramsey County Regional Railroad Authority approved the second amendment to SG-2009-050 to provide 80% of the funding to complete a Pre-Project Development Study with the 20% local match provided by the Ramsey County Regional Railroad Authority, Anoka County, Chisago County, and Washington County; and

WHEREAS, The services of a consultant(s) to complete the Rush Line Corridor Pre-Project Development Study is helpful in assuring the success of the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for the Rush Line Corridor Pre-Project Development Study, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a consultant.

2. Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2014 Budget

Commissioner Ortega moved approval of following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Nays – 0. R13-29

WHEREAS, The Truth in Taxation Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2013; and

WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for the 2014 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 10, 2013; and

WHEREAS, In order to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$19,053,307 to finance the 2014 Ramsey County Regional Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to the Department of Property Records and Revenue by September 15, 2013.

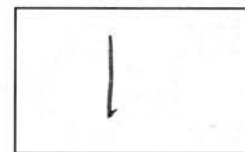
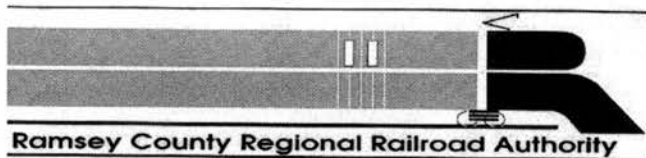
CORRIDOR UPDATES

- High Speed Rail

Commissioner Rettman reported that originally the High Speed Rail Commission and staff had asked for a Technical Advisory Committee, but it had not been forthcoming. After a unanimous vote at the High Speed Rail meeting on September 5, it was decided that this request will be made again this November and it may involve requesting a resolution of support from each participating county and city.

- Counties Transit Improvement Board - Regional Return on Investment: Transitways and Economic Development - A Joint Metropolitan County Regional Railroad Authority Tour and Meeting
Chair McDonough reported that this special all-day event will take place on Friday, September 13 and it has a packed agenda that will start and end at the Union Depot. This event will highlight the work that counties have done, particularly local leadership, to lead and invest in corridor projects; the tour will include Central Corridor LRT (Green Line), Northstar Commuter Rail, The Interchange, Hiawatha LRT (Blue Line), I-35W South BRT (Orange Line), Cedar Avenue BRT (Red Line). While these corridors are designed for transit, the permanency of these investments is what drives economic development. The day will be about where we have been with these projects, where we currently stand and will end with a discussion about where we are going.
- Central Corridor
Commissioner Carter reported that on Sunday, September 15, a community event of activities will take place on University Avenue from Hamline Avenue to Marion Street.

There being no further business, Chair McDonough declared the meeting adjourned at 9:40 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/24/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Riverview Corridor Policy Advisory Committee

EXECUTIVE SUMMARY

The 12 mile Riverview Corridor travels southwest from Union Depot in downtown St. Paul on a general alignment of West 7th Street and Shepard Road to the Minneapolis/St. Paul International Airport and Mall of America in Bloomington. The corridor was previously analyzed for a transitway improvement, however, neighborhood opposition arose and the corridor did not proceed beyond initial environmental analysis.

On January 23, 2013, the City of St. Paul requested that the Ramsey County Regional Railroad Authority (RCRRA) undertake the analysis necessary to identify the appropriate transit investment for the corridor. On May 7, 2013, the RCRRA passed resolution R13-19 providing \$1.5 million for the completion of a Pre-Project Development (PPD) Study. Prior to releasing a request for proposals for the PPD Study, the RCRRA has identified the need for a Policy Advisory Committee. This committee will meet during key milestones of the study (typically quarterly) to provide guidance to the RCRRA on key decisions. The Policy Advisory Committee will be supported by a Technical Advisory Committee that will provide technical recommendations to the Policy Advisory Committee allowing the Policy Advisory Committee to provide recommendations to the RCRRA.

The formation of the Policy Advisory Committee is critical to the success of the Riverview Corridor and the PPD Study. It needs to be geographically balanced, include residents, businesses, policy makers, and agencies. Because of this, the following members have been identified for the Riverview Policy Advisory Committee.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

Approve the members of the Riverview Corridor Policy Advisory Committee.

1

SUBJECT: Riverview Corridor Policy Advisory Committee

(Executive Summary continued)

- Ramsey County Regional Railroad Authority - Rafael Ortega
- Hennepin County Regional Railroad Authority - Peter McLaughlin
- City of St. Paul - Paul Williams
- City of St. Paul - Chris Tolbert
- City of St. Paul - Dave Thune
- City of Minneapolis - Peter Wagenius
- City of Bloomington - Tim Busse
- Neighborhood Business Representative- Pat Mancini
- St. Paul Area Chamber of Commerce - Matt Kramer
- Metropolitan Council - Jon Commers
- Community Representative - Laurel Severson
- Metropolitan Airports Commission - Pat Harris
- Minnesota Department of Transportation - Scott McBride

Prior to beginning the PPD Study, the Policy Advisory Committee needs to hold a kick-off meeting. This meeting will give the Policy Advisory Committee an opportunity to provide input into the PPD Study work scope, familiarize itself with the corridor, and review its roles and responsibilities. Approval of the Policy Advisory Committee's membership by the RCRRA will allow members to be invited to a mid-October kick-off meeting held at Union Depot.

Staff recommends approval of the Riverview Policy Advisory Committee membership as listed above.

SUBJECT: Riverview Corridor Policy Advisory Committee

ATTACHMENTS:

1. RCRRA Resolution R13-19, dated 5/7/13
2. City of St. Paul Resolution RES 13-113, dated 1/23/13

PREVIOUS ACTION:

Authorization for a Riverview Corridor Pre-Project Development Study, May 7, 2013

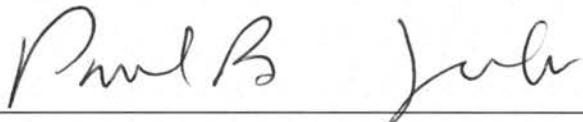
COUNTY MANAGER'S COMMENTS:

Approval of the membership for the Riverview Corridor Policy Advisory Committee is an important step in completing the Pre-Project Development Study.

SUBJECT: Riverview Corridor Policy Advisory Committee

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9/18/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Riverview Corridor Policy Advisory Committee

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the
2 development of transit options that best serve the needs of county residents; and

3
4 WHEREAS, The Riverview Corridor is a transitway corridor connecting Union Depot in
5 downtown St. Paul with the Minneapolis/St. Paul International Airport and the Mall of America in
6 Bloomington; and

7
8 WHEREAS, The City of St. Paul in resolution RES 13-113, dated 1/23/13 requested that the
9 Ramsey County Regional Railroad Authority reexamine the corridor; and

10
11 WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed
12 Resolution R13-19 authorizing \$1.5 million to complete a Pre-Project Development Study under
13 MAP 21, to determine if the Riverview Corridor should receive a higher level of transit investment
14 than what is currently identified for the corridor; and

15
16 WHEREAS, A Policy Advisory Committee with membership that is geographically balanced,
17 that includes residents, businesses, policy makers, and agencies is necessary to provide guidance
18 to the Ramsey County Regional Railroad Authority on the Pre-Project Development Study; and

19
20 WHEREAS, the following members have been identified for the Policy Advisory Committee:

- 21
22 • Ramsey County Regional Railroad Authority - Rafael Ortega
23 • Hennepin County Regional Railroad Authority - Peter McLaughlin
24 • City of St. Paul - Paul Williams
25 • City of St. Paul - Chris Tolbert
26 • City of St. Paul - Dave Thune
27 • City of Minneapolis - Peter Wagenius
28 • City of Bloomington - Tim Busse
29 • Neighborhood Business Representative- Pat Mancini
30 • St. Paul Area Chamber of Commerce - Matt Kramer
31 • Metropolitan Council - Jon Commers
32 • Community Representative - Laurel Severson
33 • Metropolitan Airports Commission - Pat Harris
34 • Minnesota Department of Transportation - Scott McBride; Now, Therefore, Be It

35
36 RESOLVED, The Ramsey County Regional Railroad Authority approves the members of
the Riverview Corridor Policy Advisory Committee.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 7, 2013 No.: R13-19

WHEREAS, The Ramsey County Regional Railroad Authority has supported the development of transit options that best serve the needs of county residents; and

WHEREAS, The Riverview Corridor is a transitway corridor connecting Union Depot in downtown St. Paul with the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, The City of St. Paul in resolution RES 13-113, dated 1/23/13 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to complete a Pre-Project Development Study under MAP 21, to determine if the Riverview Corridor should receive a higher level of transit investment than what is currently identified for the corridor; and

WHEREAS, The State Legislature is likely to enact additional transit funding for the region; and

WHEREAS, The completion of a Pre-Project Development Study for the Riverview Corridor will take 18 to 24 months and cost \$1,500,000; and

WHEREAS, The 2013 Ramsey County Regional Railroad Authority budget does not have sufficient funding to undertake this study; and

WHEREAS, The Ramsey County Regional Railroad Authority does have sufficient fund balance available to cover the cost of the study; and

WHEREAS, It is to the benefit of Ramsey County residents and businesses to undertake the study; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey County Regional Railroad Authority to develop a Request for Proposals for a Riverview Corridor Pre-Project Development Study; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of its fund balance in the amount of \$1,500,000 for the completion of a Pre-Project Development Study on the Riverview Corridor; And Be It Further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 7, 2013 No.: R13-19

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Rafael Ortega	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Jim McDonough	☒	☐	☐

Jim McDonough, Chair

By: Blake Huffman
Blake Huffman, Secretary



City of Saint Paul

Signature Copy

Resolution: RES 13-113

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Attachment #2

File Number: RES 13-113

Requesting that the Ramsey County Regional Rail Authority initiate a study of the Riverview Corridor.

WHEREAS, the City of Saint Paul supports regional efforts to improve transit service as a means of connecting its residents with education and employment, linking its employers with a regional workforce and promoting economic development in the downtown and along commercial corridors; and

WHEREAS, work on the Green Line LRT in the Central Corridor, projected to carry 44,000 riders a day to and from destinations between downtown Saint Paul and downtown Minneapolis, is nearing completion; and

WHEREAS, the City is a partner in the study of a series of potential East Metro transit corridors including Gateway, Rush Line, Red Rock and Robert Street which would connect to the Union Depot from the east, northeast, southeast and south, respectively; and

WHEREAS, a transit connection from the Union Depot to the Minneapolis-St. Paul Airport, Mall of America and contiguous transit lines, generally described as the Riverview Corridor, would strengthen the regional system and promote the development of downtown and destinations within the corridor; now, therefore, be it

RESOLVED that the City of Saint Paul requests that the Ramsey County Regional Rail Authority initiate a study of the Riverview Corridor, defined as being between the Saint Paul Union Depot and the Minneapolis-St. Paul Airport/Mall of America, north of the Mississippi River; and be it

FURTHER RESOLVED that the objective of the study would be to consider the full range of alignments and transit modes, including streetcars, and to recommend a preferred alternative to be advanced for possible federal, state and/or local funding; and be it

FURTHER RESOLVED that the study include the possibility of recommending a combination of alignments paired with different transit modes in order to meet the multiple transit and development objectives within the Corridor; and be it

FINALLY RESOLVED the City Council of the City of Saint Paul looks forward to working with the Ramsey County Regional Rail Authority to define an appropriate governance structure and community engagement process for the study.

At a meeting of the City Council on 1/23/2013, this Resolution was Passed.

Yea: 7 Councilmember Bostrom, Councilmember Brendmoen, Councilmember Carter III, City Council President Lantry, Councilmember Stark, Councilmember Thune, and Councilmember Tolbert

Nay: 0

Vote Attested by _____
Council Secretary Trudy Moloney

Date 1/23/2013

8

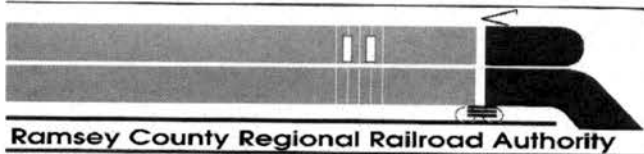
Approved by the Mayor



Chris Coleman

Date 1/28/2013

9



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 9/24/2013

Regional Railroad Authority Meeting Date:

SUBJECT: Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

EXECUTIVE SUMMARY:

In November 2008, the City of Saint Paul asked the Metropolitan Council and Ramsey County Regional Railroad Authority (RCRRA) to serve as coalition partners on an application to the Environmental Protection Agency's (EPA) Brownfield Assessment Grant Program. The EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. The focus of the assessments is the five-mile-long Transit Opportunity Zone from Rice Street to the western border of the city.

On August 24, 2009, the EPA awarded the Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum to the City of Saint Paul. The City of Saint Paul is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and the terms and conditions of the award. The original grant period was October 1, 2009 through September 30, 2012. On January 12, 2010 the RCRRA approved a Memorandum of Agreement with the City and the Metropolitan Council for the grant. Subsequently, the EPA agreed to a one year extension of the grant, and on September 11, 2012 the RCRRA approved an amendment to the MOA to extend the agreement by one year, through September 30, 2013.

To date, approximately 92 percent of the grant funds have been expended on the full or partial investigation of, and development of response action plans for, at total of twenty properties. In order to allow the coalition partners, led by the City of Saint Paul, to expend the remaining funds and complete assessment activities on properties currently under investigation, the EPA has agreed to an additional six-month extension of the grant period, through March 20, 2014. The grant agreement requires a corresponding extension of the Memorandum of Agreement.

ACTION REQUESTED:

1. Approve Amendment Two to the Memorandum of Agreement between the City of Saint Paul, Metropolitan Council and Ramsey County Regional Railroad Authority for the Brownfields Assessment Coalition..
2. Authorize the Chair to execute the Amendment.

1

SUBJECT: Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

ATTACHMENTS:

Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

PREVIOUS ACTION:

Resolution R12-35, September 11, 2012, approved an amendment to the Memorandum of Agreement to extend the agreement by one year through September 30, 2013.

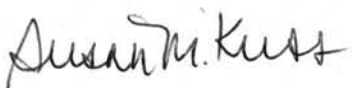
Resolution R10-10, January 12, 2010, approved the Memorandum of Agreement with the City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition.

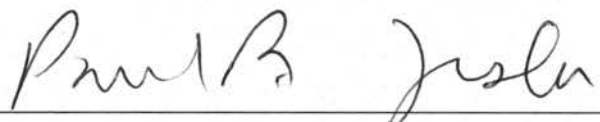
COUNTY MANAGER'S COMMENTS:

The Memorandum of Agreement has allowed the City of St. Paul to continue to use Environmental Protection Agency (EPA) funding to identify where hazardous materials may exist in the transit opportunity zones. Land use and permitting are the responsibility of the City of St. Paul.

SUBJECT: Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment Two to the Memorandum of Agreement with City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

Draft Resolution

1
2 WHEREAS, The City of Saint Paul entered a Memorandum of Agreement with the
3 Metropolitan Council and Ramsey County Regional Railroad Authority for funding from the
4 Environmental Protection Agency (EPA) from its Brownfield Assessment Grant Program to
5 evaluate environmental conditions along the Central Corridor; and
6

7 WHEREAS, The EPA awarded the City of Saint Paul with its collation partners a Brownfield
8 Assessment Grant in August 2009, to be completed by September 30, 2013; and
9

10 WHEREAS, The scheduled completion of the work is now March 30, 2014 as approved by
11 EPA, Now, Therefore, Be It
12

13 RESOLVED, Ramsey County Regional Railroad Authority approves Amendment Two to the
14 Memorandum of Agreement between the City of Saint Paul, Metropolitan Council and Ramsey
15 County Regional Railroad Authority for the Brownfields Assessment Coalition; and Be It Further
16

17 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
18 execute the Amendment.

Attachment

10M002

AMENDMENT TWO
to
Brownfields Assessment Coalition
Memorandum of Agreement

WHEREAS, the City of St. Paul, the Metropolitan Council and the Ramsey County Regional Railroad Authority, (collectively "the Parties") entered into a Memorandum of Agreement ("Agreement") effective January 27, 2010 to document the roles and responsibilities of the Parties with regard to the Environmental Protection Agency ("EPA") Assessment Grant for Hazardous Substances and Petroleum No: BF-00E94101-0; and

WHEREAS, the EPA previously granted a no-cost extension to Assessment Grant for Hazardous Substances and Petroleum No: BF-00E94101-0.

WHEREAS, the Parties previously agreed to an amendment extending the Agreement for the Assessment Grant for Hazardous Substances and Petroleum No: BF-00E94101-1 to September 30, 2013.

WHEREAS, the EPA has granted an additional no-cost extension to Assessment Grant for Hazardous Substances and Petroleum No: BF-00E94101-2

NOW, THEREFORE, the Parties hereby agree that the Agreement entered into on September 20, 2010, as Amended, is further Amended in the following particulars:

1. **Paragraph 2.** Paragraph 2 is deleted in its entirety and the following inserted in its place.

"2. On August 24, 2009 EPA awarded the Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum to the Lead Coalition Member: City of St. Paul. The grant period, as originally awarded, was from October 1, 2009 through September 30, 2012. On June 28, 2012, the EPA amended the grant period to extend through September 30, 2013. On August 2, 2013, the EPA amended the grant period to extend through March 30, 2014. The City of St. Paul is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions."

Except as amended hereby, the provisions of the Agreement shall remain in force and effect without change.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives. This Amendment is effective on the date it is fully executed by authorized representatives of all Parties.

5

Cecile Bedor, _____ Date
Director, Planning and Economic Development
City or St. Paul

Patrick P. Born Regional Administrator Metropolitan Council	Date
---	------

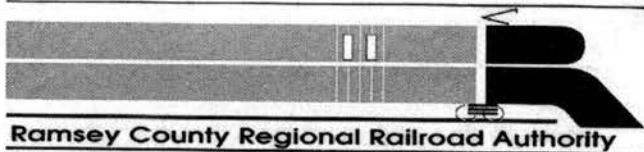
Jim McDonough Chair Ramsey County Regional Railroad Authority	Date
---	------

Timothy A. Mayasich Director Ramsey County Regional Railroad Authority	Date
--	------

Approved as to form:

Paul Zisla
Assistant County Attorney
Ramsey County

Date



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/24/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Union Depot Railroad On Track Safety Program Adoption

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations. The freight railroads will be responsible for maintaining of the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

Through the Union Depot Railroad, The RCRRA is committed to operating a safe and efficient railroad. The Union Depot Railroad consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). It is the goal of Union Depot Railroad to achieve a 100 percent accident/incident free railroad. This goal is necessary to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace. Adoption of an On Track Safety Program in accordance with Federal Railroad Administration regulations will serve as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway works or roadway maintenance machines.

ACTION REQUESTED

Approve the Union Depot Railroad On Track Safety Program, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace.

1

SUBJECT: Union Depot Railroad On Track Safety Program Adoption

ATTACHMENTS:

Union Depot Railroad On Track Safety Program

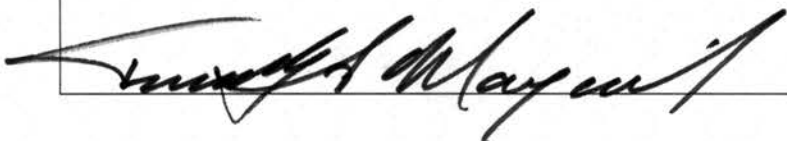
PREVIOUS ACTION:

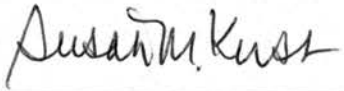
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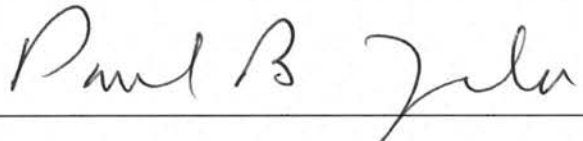
COUNTY MANAGER'S COMMENTS:

Approval of an On Track Safety Program is necessary to maintain railroad worker safety for the Union Depot Railroad.

SUBJECT: Union Depot Railroad On Track Safety Program Adoption

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Union Depot Railroad On Track Safety Program Adoption

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority
3 and has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and
10 Union Pacific Railroad track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific
13 Railroad track will require capacity improvements so that the Empire Builder can maintain on-time
14 performance without negatively impact existing freight operations; and
15

16 WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the
17 Ramsey County Regional Railroad Authority are currently constructing the track and signal
18 improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and
19

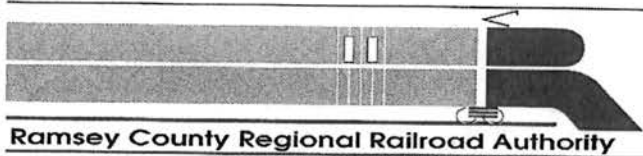
20 WHEREAS, Upon completion, these improvements will need to be operated and maintained
21 in accordance with Federal Railroad Administration regulations by their respective owners; and
22

23 WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for track
24 and signal operations and maintenance on its property which consists of the Class 1 track located
25 within RCRRA property located approximately between Jackson Street (west end) and the Division
26 Street Wye (east end) referred to as the Union Depot Railroad; and
27

28 WHEREAS, Through the Union Depot Railroad, The Ramsey County Regional Railroad
29 Authority is committed to operating a safe and efficient railroad with a goal of a 100 percent
30 accident/incident free railroad; and
31

32 WHEREAS, This goal is best achieved through the adoption of an On Track Safety Program
33 in accordance with Federal Railroad Administration regulations that serves as a means to prevent
34 accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance
35 machines striking roadway works or roadway maintenance machines; Now, Therefore, Be It
36

37 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
38 Railroad On Track Safety Program, in accordance with Federal Railroad Administration
39 regulations, to ensure the personal safety of all employees and provide a safe and reliable
40 environment in the workplace.



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/24/2013

Regional Railroad Authority Meeting Date:

SUBJECT: Union Depot Railroad On Track Safety Program Adoption

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations. The freight railroads will be responsible for maintaining of the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

Through the Union Depot Railroad, The RCRRA is committed to operating a safe and efficient railroad. The Union Depot Railroad consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). It is the goal of Union Depot Railroad to achieve a 100 percent accident/incident free railroad. This goal is necessary to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace. Adoption of an On Track Safety Program in accordance with Federal Railroad Administration regulations will serve as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway works or roadway maintenance machines.

ACTION REQUESTED

Approve the Union Depot Railroad On Track Safety Program, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace.

1

SUBJECT: Union Depot Railroad On Track Safety Program Adoption

ATTACHMENTS:

Union Depot Railroad On Track Safety Program

PREVIOUS ACTION:

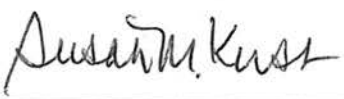
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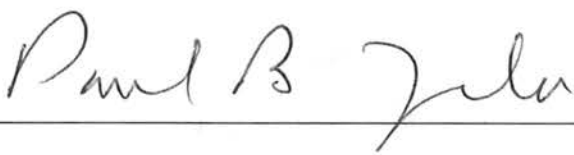
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SUBJECT: Union Depot Railroad On Track Safety Program Adoption

Regional Railroad Authority – Authorized Signature	Date
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39 regulations, to ensure the personal safety of all employees and provide a safe and reliable
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Union Depot Railroad

ON TRACK SAFETY PROGRAM

Effective: November 1, 2013



6

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**THE UNION DEPOT RAILROAD
SAFETY STATEMENT
(49 CFR PART 214.301)**

The Union Depot Railroad is committed to operating a safe and efficient railroad. It is the goal of Union Depot Railroad to achieve a 100 percent accident/incident free railroad. This goal, although a challenge, is necessary to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace.

Union Depot Railroad has adopted the On Track Safety Program herein, published in 49 CFR Part 214, as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway workers or roadway maintenance machines.

Union Depot Railroad may prescribe additional or more stringent operating rules, safety rules, and other special instructions that are consistent with this subpart.

This On Track Safety Program prescribes safety standards related to the movement of roadway maintenance machines where such movements affect the safety of roadway workers and does not otherwise affect movements of roadway maintenance machines that are conducted under the authority of a train dispatcher, a control operator, or the operating rules of the railroad.

THE UNION DEPOT RAILROAD SAFETY COORDINATION

The Union Depot Railroad operates in coordination with the BNSF Railway to provide dispatching, with contract firms to provide maintenance and other roadway services. Amtrak, Union Pacific, Canadian Pacific, and the BNSF Railway operate trains on these tracks.

Any refererance herin to a dispatcher or central control authority granting Exclusive Track Occupancy, Foul Time, or providing Train Coodination is defined as the BNSF dispatcher for this territory.

Contractors are required to follow the requirements of this On-Track-Safety plan. Contractors who routinely work on railroad roadways typically have their own plans performing their own training and monitoring. A Contractor may utilize their own On-Track-Safety plan if the Contractor's Manager responsible for safety provides written certification that after review their plan meets or exceeds the requirements herein.

DEFINITIONS (49 CFR Part 214.7)

The following terms in the Union Depot Railroad On Track Safety Program shall be interpreted as follows:

Adjacent Tracks: Two or more tracks with track centers spaced less than 25 feet apart.

Control Operator: A railroad employee having responsibility to control or operate a remotely controlled switch or derail, an interlocking or a controlled point, or a segment of controlled track.

Controlled Track: A track upon which all movements of trains must be authorized by a train dispatcher or a control operator. Controlled track is main track only, inclusive of main track through Yard Limits.

Derail: A track safety device that guides equipment off the rails at a selected spot to prevent collisions.

Effective Securing Device: When used on a manually operated switch or derail means one which is vandal resistant, tamper resistant and designed to be applied, secured, uniquely tagged and removed only by the class, craft or group of employees for whom the protection is being provided.

Employee in Charge: The employee who is responsible for On Track Safety Protection by definition, a lone worker is the employee in charge.

Employer: An employer is a railroad, or a contractor to a railroad, that directly engages or compensates individuals to perform any On Track Safety duties.

Exclusive Track Occupancy (ETO): A method of establishing working limits on controlled track in which movement authority is withheld or restricted by the train dispatch or control operator, or one or more approaches to the working limits are protected by a flagman.

Flagman: An employee, whose sole function is to direct or restrict the movement of trains past a point on a track to provide On Track Safety for roadway workers.

Foul Time: A method of establishing working limits through exclusive track occupancy in which notification is given and recorded by the train dispatcher or control operator to a roadway worker that no trains will operate within a specific segment of controlled track during a specific time period, and that the required blocking devices have been placed on the control machine to protect the track to be fouled. Foul time shall remain in effect until the roadway worker to whom the foul time was issued has reported clear of the track.

Fouling a Track or Fouls a Track: The location of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or On Track equipment, or in any case is within four feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by physically preventing entry and movement of trains and equipment.

Individual Train Detection: designated lone-worker - watching for trains yourself where permitted.

Interlocking Limits: The tracks between the opposing home signal of an interlocking.

DEFINITIONS (49 CFR Part 214.7)

Lone Worker: An individual roadway worker who, is not being afforded On Track Safety by another roadway worker, who is not a member of a roadway work group, and is not engaged in a common task with another worker.

Non-Controlled Track: A track upon which trains are permitted by rule or special instruction to move without receiving authorization from a train dispatcher or control operator. Non-controlled track is any track other than main track.

On Track Safety Protection (OTS): A state of freedom from the danger of being struck by a moving train or other railroad equipment, provided by operating or safety rules that govern track occupancy by personnel, trains and on track equipment.

Qualified: A status attained by an employee who has successfully completed any required training or has demonstrated proficiency in, and has been authorized to perform, the duties of a particular position or function.

Railroad Bridge Worker or Bridge Worker: Any employee of, or employee of a contractor of, the Union Depot Railroad owning or responsible for the construction, inspection, testing, or maintenance of a bridge whose assigned duties, if performed on the bridge, include inspection, testing, maintenance, repair, construction, or reconstruction of the track bridge structural members, operating mechanisms and water traffic control systems, or signal communication, or train control systems integral to that bridge.

Restricted Speed: A speed that allows stopping within half the range of vision short of Train, Engine, Railroad car, Men or equipment fouling the track, Stop signal or Derail or switch lined improperly not exceed 20 MPH.

Roadway Maintenance Machine: A device powered by any means of energy other than hand power which is being used on or near railroad track for maintenance, repair, construction or inspection of track, bridges, roadway or signal, communications or electric traction system. Roadway maintenance machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train which is being operated within working limits in conjunction with roadway maintenance, construction or repairs under the direction of a designated roadway worker.

Roadway Work Group: Two or more roadway workers organized to work together on a common task.

Roadway Worker: Any employee of a railroad, or of a contractor of a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridge, roadway, signal, and communication systems, electric traction system, roadway facilities or roadway maintenance machinery on or near track or the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this program.

Track: Term designating the area between rails and an area that extends to 4 feet outside of each rail.

Track Car: Equipment (other than trains) operated on track for inspection or maintenance.

Track Center: Distance from the center of one track to the center of an adjacent track.

DEFINITIONS (49 CFR Part 214.7)

Train: One or more engines coupled, with or without cars, displaying a marker, and authorized to operate on a main track. A term used in connection with speed restrictions, flag protection, and the observance of all signals and signal rules applying to engines.

Train Approach Warning (TAW): A method of establishing On Track Safety by warning roadway workers of the approach of trains in ample time for them to move to or remain at a place of safety in accordance with the requirements of FRA roadway worker protection rules.

Train Coordination: A method of establishing working limits on track upon which a train holds exclusive authority to move whereby the crew of that train yields that authority to a roadway worker.

Train Dispatcher: A railroad employee assigned to control and issue orders governing the movement of trains on a specific segment of railroad track in accordance with the operating rules of the railroad that apply to that segment of track.

Watchman/Lookout: An employee who has been annually trained and qualified to provide warning to roadway workers of approaching trains or On Track equipment. Watchmen/Lookouts must be properly equipped to provide visual and auditory warning such as a whistle, air horn, white disk, red flag, lantern, or fusee. A Watchmen/Lookout sole duty is to look out for approaching trains, On Track equipment and provide at least fifteen seconds advance warning to employees before arrival of trains and On Track equipment.

Work(ing) Limits: Working limits means a segment of track with definite boundaries established in accordance with this part upon which trains and engines may move only as authorized by the roadway worker having control over that defined segment of track. Working limits may be established through "exclusive track occupancy," "inaccessible track," "foul time" or "train coordination" as defined herein.

OPERATING AUTHORITIES IN EFFECT:

Foul Time

Rule 6.13, Yard Limits

Centralized Traffic Control (CTC) Track & Time

Track Bulletin Form B

Union Depot Railroad

Timetable No. 1, Effective November 1, 2013

ON TRACK SAFETY PROCEDURES IN EFFECT:

Exclusive Track Occupancy

Foul Time

Inaccessible Track

Train Approach Warning (Watchman/Lookouts)

Individual Train Detection

Procedures for Lone Worker

MONITORING FOR EFFECTIVENESS & COMPLIANCE WITH ON TRACK SAFETY PROGRAM

In compliance with 49 CFR 214.303 (b), the Union Depot Railroad will monitor the effectiveness and compliance with it's On Track Safety Program through the use of Efficiency Testing and employee observations to ensure that all Roadway Workers are performing their duties in compliance with the regulation and the Union Depot Railroad On – Track Safety Program.

RESPONSIBILITIES OF UNION DEPOT RAILROAD

ON TRACK SAFETY PROGRAM DOCUMENTS (49 CFR PART 214.309)

The Union Depot Railroad will provide to each roadway worker responsible for the On Track safety of others, and each lone worker, a copy of these rules and the Union Depot Railroad operating procedures governing track occupancy and protection. This information will be in a single manual and be readily available to all roadway workers.

UNION DEPOT RAILROAD WILL IN ACCORDANCE WITH (49 CFR PART 214.311)

1. Provide training to all roadway workers in the rules and application of the Union Depot Railroad On Track Safety Program.
2. Other railroad employees other than roadway workers, who are associated with Union Depot Railroad On Track Safety Program and procedures, whose primary duties are concerned with the movement and protection of trains, shall be trained to perform their functions related to on track safety through training and testing.
3. Provide all On Track safety supervisors, or designated person, with a copy of the Union Depot Railroad On Track Safety Program which shall be available at the job site.
4. Insure that all roadway workers receive a job briefing of the specific On Track safety provisions that will be provided for each job assignment.
5. Require that each group of roadway workers have a trained, employee in charge to provide safety measures for the group and be informed before any member of the roadway working group fouls a track.
6. Advise each roadway worker regarding On Track safety provisions and the rights of the employee.
7. Guarantee that each roadway worker have the right to a "Good Faith Challenge" if he/she is concerned that the On Track safety procedures to be applied at the job location are not in compliance with the On Track safety procedures of the railroad, and to remain clear of the track until the issue is resolved.
8. Make available printed "Good Faith Challenge" forms for roadway workers.
9. Establish procedures to insure prompt and equitable resolutions to "Good Faith Challenges".
10. Require that the locomotive whistle be sounded and bell be rung by trains approaching roadway workers.
11. Establish specific provisions for the safety of roadway workers who operate or work near roadway maintenance machines.
12. Maintain written or electronic records of each roadway worker qualification in effect. Each record shall include the name of the employee, the type of qualification made, and the most recent date of qualification.
13. Union Depot Railroad Roadway Workers shall be required to wear high visibility equipment to identify them as Roadway Workers. Railroad workers are required to wear a hard hat and a high visibility vest.

**RESPONSIBILITIES OF INDIVIDUAL ROADWAY WORKERS
(49 CFR PART 214.313)**

1. Responsible for studying, understanding and complying with the provisions of the Union Depot Railroad On Track Safety Program and the rules and instructions therein.
2. A roadway worker shall not foul a track except when necessary for the performance of duty and must make certain that On Track safety is being provided before fouling a track.
3. All employees must ensure they receive a job briefing.
4. Employees may not accept an assignment to perform the duties of a roadway worker until trained in On Track safety procedures for the assignment to be performed and have demonstrated the ability to fulfill the responsibilities for On Track safety that are required of a roadway worker performing that assignment.
5. If an employee makes a good faith determination that the safety provisions for the job location may not be in compliance with the railroads On Track safety rules, the employee shall refuse any mandate by the railroad to violate these safety rules until the challenge is resolved.
6. Each roadway worker supervisor, or employee in charge will have at the job site an up-to-date copy of the Union Depot Railroad On Track Safety Program and "Good Faith Challenge" forms.

**EMPLOYEES RIGHT TO CHALLENGE ON TRACK SAFETY PROCEDURES
(49 CFR PART 214. 311)**

The following procedures govern employees rights to Good Faith Challenges:

1. A roadway worker has an absolute right to challenge in good faith whether the On Track safety procedures applied at the job location comply with the Union Depot Railroad On Track Safety Program and Operating Rules. The roadway worker making such a good faith challenge shall remain clear of the track until the challenge is resolved as provided herein and may refuse any directive to violate an on track safety rule.
2. Prior to initiating a challenge, the roadway worker shall discuss the On Track safety procedures at the job location with the employee in charge, clarify any misunderstanding about those procedures, and attempt to resolve any difference of opinion concerning those procedures.
3. If a roadway worker has decided to challenge the On Track safety procedures to be applied at his job location he/she must:
 - a. Do so in good faith, i.e. have an honest concern over whether the On Track safety procedures comply with the railroad rules, and such concern is of such a nature that a reasonable person under the same circumstances would also have such a concern;
 - b. Immediately notify the employee in charge who will promptly notify their supervisor (or his/her designee) and notify any fellow roadway worker of potential danger; and,
 - c. Be able to explain concerns regarding the On Track safety procedures being applied.

**UNION DEPOT RAILROAD PROCEDURES FOR PROMPT AND EQUITABLE
RESOLUTION OF GOOD FAITH CHALLENGES TO ON TRACK SAFETY
(49 CFR PART 214.311(C))**

1. A roadway worker making a good faith challenge that the On Track safety procedures being applied at the job location do not comply with the Union Depot Railroad On Track Safety Program and Operating Rules shall explain the basis for those concerns to their immediate supervisor (or designee). This explanation shall be written on an "On Track Protection Good Faith Challenge Form" and shall include:
 - a. Identification of the roadway worker, the supervisor and the work location;
 - b. A full description of the On Track safety procedure and challenge;
 - c. A citation of the applicable safety and operating rules;
 - d. A full description of the roadway worker's basis for challenging the On Track safety procedures applied at the job location; and,
 - e. The names of other employees (including supervisors and the employee in charge with knowledge of the facts applicable to the challenge at that job location.
2. The roadway worker's immediate supervisor shall review the roadway worker's statement of facts and:
 - a. Determine if the roadway worker's statement of the applicable On Track safety procedures at the job location is accurate; and,
 - b. Determine if the procedures applicable at the job location comply with the railroad's Safety and Operating Rules.
3. The involved roadway worker and supervisor shall attempt to resolve the challenge. Where the challenge is not resolved, and the supervisor determines that the On Track safety procedures being applied at the job location comply with the Union Depot Railroad On Track Safety Program and Operating Rules, he/she shall notify the roadway worker and document the determination on the Challenge form. If resolved, the supervisor shall forward the Challenge Form to the Division Engineers Office.
4. Where the Roadway worker's challenge has not been resolved he/she who'll progress it via the supervisor or the designated officer for review. The designated officer who will be provided information previously provided to the supervisor and an explanation of why the supervisor's determination was rejected.
5. The designated officer will review the challenge to determine if the On Track safety procedure being applied at the job location is in compliance with railroad's Safety and Operating Rules. He/she shall be responsible to contact those parties, as necessary, in order to make a determination. If he/she determines that the On Track safety procedures at the job location are inadequate, he/she shall arrange for rule compliance allowing the roadway worker to foul the track. If he/she determines that the On Track safety procedures comply with railroad's Safety and Operating Rules he/she shall explain to the roadway worker that the challenge is not valid and the reasons therefore. For purposes of this program the challenge shall be deemed resolved. The roadway worker who will then be instructed to resume his/her duties.

SUPERVISION & COMMUNICATION
(49 CFR PART 214.315)

Job Briefings:

1. **All employees** must ensure that they receive a job briefing before they foul any track. The job briefing must include the following:
 - a. A general plan and procedures the work will follow and the On Track protection procedures to be used;
 - b. It must define work assignments and will be considered complete only after all employees have acknowledged understanding of the On Track protection procedures being used and the instructions presented;
 - c. It must inform employees where they must go if it is necessary to clear for trains; and,
 - d. Additional briefings will be conducted with each employee when the On Track protection changes. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until On Track protection is re-established

Employees must also acknowledge understanding of the On Track safety procedures and instructions presented during the job briefing to the person holding the job briefing.

2. **Roadway worker groups** whose duties require fouling a track must have one employee in charge designated by the employer to provide On Track safety for all members of the group. This employee in charge must be qualified on the Union Depot Railroad operating rules as well as the On Track Safety Manual to provide the protection necessary for On Track safety of each individual employee in the group. **The employee in charge must do the following:**
 - a. Conduct a job briefing with each employee, or the employee in charge when multiple work groups are included in his work area, that includes what On Track protection is being provided and safety procedures to be followed;
 - b. This job briefing will be complete only after employees have acknowledged understanding of the On Track protection being provided;
 - c. Before any employee fouls a track, the employee responsible for obtaining the On Track protection shall inform each employee of the On Track protection procedures to be used and followed during the performance of the work at that time and that location;
 - d. Each employee shall again be informed whenever the On Track protection procedures change during the work period. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until On Track protection is re-established; and,
 - e. All employees must be notified when the work area is released for the operation of trains. The work area shall not be released until all affected employees have either left the track or have been afforded On Track protection by a watchman/lookout.
3. **A lone worker** who fouls a track must have a job briefing with the supervisor or other designated employee at the beginning of his/her tour of duty. This briefing must include:
 - a. The planned itinerary;
 - b. The On Track protection procedures they intend to use; and,
 - c. The employee must complete a Statement of On Track Safety.
 - d. When communication channels are disabled, the job briefing shall be conducted as soon as possible after the beginning of the work period when communications are restored.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

ALL ROADWAY WORKERS

RESPONSIBILITIES (49 CFR Part 214.313)

All roadway workers are individually responsible for the following:

1. Following the On Track safety rules of the railroad.
2. Not fouling a track except when necessary for the performance of duties.
3. To ensure that On Track safety is provided prior to fouling a track.
4. Refusing a railroad directive to violate an On Track safety rule, and shall inform the employer whenever the roadway worker makes a good faith determination that On Track safety provisions to be applied at the job location do not comply with the rules of the railroad.
5. Be qualified under the Union Depot Railroad operating rules and be familiar with the railroad operation.
6. Report to the supervisor, or designated person, prior to each duty assignment to receive job briefing for the On Track safety measures that will be provided. Acknowledge that he/she understands the instructions of the job briefing. The job briefing can be face-to-face, electronically (computer, fax, E-mail) transmitted or via telephone.

TRAINING (49 CFR Part 214.345)

Initial Training:

Prior to assignment of an employee to roadway worker duties a training program will be provided and shall include the following topics:

1. The roadway worker's responsibility for compliance with the railroad's rule for On Track safety, including understanding of the space (fouling) around tracks where On Track safety is required.
2. The functions and responsibilities of the various persons, including track foremen, lookouts/watchmen involved in On Track safety rules and practices.
3. Signals of train approach warnings given by watchmen/lookouts and the proper response procedures to be taken.
4. Familiarity with the safety procedures applicable to roadway workers working near roadway maintenance machinery.
5. Awareness of the hazards associated with the working on or near railroad tracks and a review of the railroad's On Track safety program.

Annual Training (49 CFR Part 214.343):

All roadway workers will be provided minimum On Track safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

Training officers and persons in charge will determine the ability of the roadway worker to demonstrate proficiency in the On Track safety requirements of the assignment.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

EMPLOYEE IN CHARGE (Roadway Work Group)

RESPONSIBILITIES

Each work group will be assigned an employee in charge prior to each job assignment. All members of the work group will follow all On Track safety rules and not foul a track unless he/she has received permission from the designated employee in charge.

The employee in charge will:

1. Be qualified under the Union Depot Railroad operating rules and be familiar with the railroad operation.
2. Describe to the work group all On Track safety measures to be provided and the instructions to be followed.
3. Relay job briefings to each member of the work group prior to the beginning of each job assignment. The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.
4. Report to the supervisor, or designated person, prior to each duty assignment to receive instruction for the On Track safety measures that will be provided to the work group.
5. Acknowledge the instructions.

TRAINING (49 CFR Part 214.353)

Initial Training:

Training of roadway workers responsible for providing either work limits or assigning watchmen/lookouts or flagmen shall include, as a minimum the following:

1. All training procedures and the qualification required of the roadway workers to be supervised and protected.
2. The content and application of the Union Depot Railroad operating rules pertaining to the establishment of the working limits.
3. The content and application of the rules of the railroad for the establishment of train approach warning.
4. The physical characteristics of the territory where the roadway worker is qualified.
5. Roadway workers who provide On Track safety for work groups qualifications shall be confirmed by an annual written test of not less than 20 questions with a passing score of 80%.

Annual Training:

Employees in charge will be provided minimum On Track safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Roadway workers who provide On Track safety for work groups qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

LONE ROADWAY WORKER

DEFINITION

A lone roadway worker means an individual roadway worker who is not being afforded On Track safety by another roadway worker, who is not a member of a roadway work group and who is not engaged in a common task with another roadway worker.

On Track Safety Procedures (49 CFR Part 214. 337)

The railroad supervisor or designated person will provide training in the on track safety measures that will be provided for each job assignment and the safety procedures he/she must follow.

The **lone worker must report to a supervisor, or designated person**, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the on track safety procedures to be used.

The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.

1. When fouling a track a lone worker may use individual train detection when permitted in this section and the railroads On Track safety program.
2. A lone worker has the right to establish other On Track safety procedures other than individual train detection.
3. A lone worker may only use individual train detection when:
 - a. He/she has been trained, qualified and designated to do so by the employer (49 CFR Part 214.347).
 - b. While performing routine inspection and minor correction work.
 - c. While working outside the limits of:
 - 1) A manual interlocking
 - 2) A controlled point
 - d. He/she has the ability to see a train moving at unrestricted speed and have the ability to move to a safe location at least 15 seconds before the train approaches the work site.
 - e. There are no roadway maintenance machines or power-operated tools are being operated and would affect the hearing of the lone worker.
 - f. Where the ability of the lone worker is not effected by background noises, adverse weather conditions, passing trains or other physical conditions.
4. A lone worker may not use any track as a place of safety, unless working limits have been established for the track.
5. A lone worker using individual train detection may not perform other duties or functions that would interfere with his/her ability to detect approaching trains in either direction.
6. A lone worker who uses individual train detection to establish On Track safety shall first complete a written "Statement of On Track Safety". The Statement shall designate the limits of the track for which it is prepared and the date and time for which it is valid. The Statement shall show the maximum authorized speed of trains within the limits for which it is prepared, and the sight distance that provides the required warning of approaching trains. The lone worker using individual train detection to establish On Track safety will produce the "Statement of On Track Safety" when requested by a representative of the FRA or by a railroad supervisor.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Training Requirements (49 CFR Part 214.347)

Initial Training:

1. Detection of approaching trains and immediate movement to a place of safety upon their approach.
2. The ability to determine of the distance along the track at which trains must be visible to provide sufficient warning time and sufficient time to clear to a place of safety.
3. Knowledge of railroad rules and procedures for individual train detection, establishment of working limits.
4. On track safety procedures to be used in the territory on which the employee is qualified and permitted to work alone.

Annual Training:

Lone workers will be provided On Track safety awareness training annually, incorporating the elements of the initial training program as evidenced by demonstrated proficiency.

Qualifications:

Training officers and persons in charge will determine the ability of the lone worker, to fulfill the safety requirements of the assignment.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

WATCHMEN/LOOKOUTS (49 CFR Part 214.349)

Definition:

A watchmen/lookout means an employee who has been trained and qualified to provide warning to roadway workers of approaching trains or On Track equipment. Watchmen/lookouts shall be properly equipped to provide visual and auditory warning such as whistle, air horn, white disk, red flag, lantern, fusee. A watchmen/lookout's sole duty is to look out for approaching trains/On Track equipment and provide at least fifteen seconds advanced warning to employees before arrival of trains/On Track equipment.

Responsibilities (49 CFR Part 214.329):

The Union Depot Railroad supervisor or designated person will provide training in the On Track safety measures that will be provided for each job assignment and the safety procedures he/she must follow. The watchmen/lookout must report to a supervisor, or designated person, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the on - track safety procedures to be used. The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.

The watchmen/lookout must also be able to give warnings of approaching trains by one the following methods:

1. Warning will be given by watchmen/lookout to each roadway worker to enable them to move to a prearranged safety position at least 15 seconds before the train passes by the working area.
2. Watchmen/lookouts must only perform watchmen/lookout duties and shall devote full attention to train movement in the working area.
3. The train warning signal that a watchmen/lookout uses must be distinguishable to the roadway workers in the work area. The warning should be distinctive to insure that all roadway workers would hear, or receive, the warning regardless of his/her position.
4. All watchmen/lookout must ensure that they are properly equipped to perform their duties.

Training Requirements (49 CFR Part 214.349)

Initial training:

1. The ability to detect and recognize approaching trains.
2. Warnings available for roadway workers of approaching trains.
3. The ability to determine the distance along the track to provide sufficient warning time.
4. Knowledgeable of the railroads On Track safety procedures to be used for train approach warning.

Annual Training:

All watchman/lookouts will be provided On Track safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Training officers and person's in charge will determine the ability of the watchman/lookout to fulfill the On Track safety requirements of the assignment as evidenced by demonstrated proficiency.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Flagman (49 CFR Part 214.351)

Definition:

A flagman, when used in relation to roadway worker safety, means an employee designated by the railroad to direct or restrict the movement of trains past a point on a track to provide On Track safety for roadway workers, while engaged solely in performing that function.

The employer (Railroad) supervisor or designated person will provide training in the On Track safety measures that will be provided for each job assignment and the safety procedures he/she must follow. The flagman must report to a supervisor, or designated person, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the on - track safety procedures to be used. The job briefing can be a face-to-face meeting, electronically (computer, fax, mail) transmitted or via telephone.

Training Requirements

Initial training:

Knowledge of the Union Depot Railroad operating rules and On Track safety rules and procedures pertaining to the proper signals to be given to stop or hold trains approaching a working area.

Annual Training:

All flagman will be provided On Track safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Training officers and persons in charge will determine the ability of the flagman to fulfill the On Track safety requirements of the assignment as evidenced by demonstrated proficiency.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Roadway Maintenance Machines (49 CFR Part 214.341)

Definition:

Roadway Maintenance machine means a device powered by any means of energy other than hand power which is being used on or near railroad track for maintenance, repair, construction or inspection of track, bridges, roadway, signal, communications, or electric traction systems. Roadway maintenance machines may have road or rail wheels or may be stationary.

Responsibilities:

1. Instructions for the safe operation of each roadway machine shall be provided and maintained with each machine large enough to carry the instructions.
2. No person is permitted to operate any machinery unless trained and qualified.
3. A roadway maintenance machine operator must request information regarding the presence of roadway workers in the vicinity he/she will be working.
4. Operators of roadway maintenance machines shall insure that the machine does not foul a track, unless proper permission has been given. The operator should also not operate closer than four feet from the rail of adjacent tracks without protection.

Training Requirements

General Training:

Prior to assignment of a roadway worker to operate roadway maintenance machines he/she will receive training which shall include, but not limited to, the following topics:

1. Safety procedures applicable to the specific roadway maintenance machines.
2. Proper communication procedures to be used between the roadway machine operator and other roadway workers.
3. Procedures to prevent collisions with a train or other machines.
4. Procedures to prevent personal injury.
5. Unless otherwise restricted by Operating Rules or weather, visibility, or stopping distance, the maximum travel speed for HyRail trucks may not exceed 30 miles per hour and the maximum travel speed for Roadway Maintenance Machines may not exceed 20 miles per hour. The minimum spacing between working Roadway Maintenance Machines shall be no less than 30 feet.

Operator Training:

Training for the operator of roadway maintenance machines shall include, as a minimum, the following:

1. Operating procedures to prevent hitting a person.
2. Operating procedures to prevent the roadway maintenance- machine from being struck by trains.
3. Operating procedures to properly stop the machine from striking other machines or obstructions on the track.
4. Methods to determine the safe operating procedures for each machine that the operator is expected to operate.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Annual Training:

All operator of maintenance machinery will be provided On Track safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Training officers and persons in charge will determine the ability of the operator to fulfill the On Track safety requirements of the assignment.

RAILROAD MATRIX AND GLOSSARY OF TERMS

The following matrix will assist the railroad supervisor, or employee in charge, and any roadway worker responsible for establishing working limits in the determination of On Track Safety Protection. To determine the protection available, the Employee In Charge (EIC) or Lone Worker (LW) decides what track is to be occupied and the appropriate type of protection to be used.

Type OTS	Section	Controlled Track		Non-Controlled Track		Manual Interlock Or CP	
		EIC	LW	EIC	LW	EIC	LW
Exclusive Track Occupancy ⁽¹⁾	321	Y	Y			Y	Y
Foul Time ⁽¹⁾	323	Y	Y			Y	Y
Train Coordination ⁽¹⁾	325	Y	Y			Y	Y
Inaccessible Track ⁽²⁾	327			Y	Y		
Train Approach Warning	329	Y		Y		Y	
Individual Train Detection	337		Y		Y		

(1) Work Limits On Controlled Track.

(2) Work Limits On Non-Controlled Track.

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RAILROAD MATRIX AND GLOSSARY OF TERMS

Working Limits (49 CFR 214.319)

Working limits must be established on all class of, track that will be occupied by roadway workers. The following conditions for roadway worker shall apply:

1. Only qualified workers under 49 CFR 214.353 may establish or control working limits for On Track safety.
2. Only one qualified worker (Employee In Charge) can have control over working limits on one segment of track at a time.
3. The Employee In Charge shall control all movements of trains or maintenance machines within his/her working limits.
4. All affected roadway workers who are protected by the working limits must be informed prior to the release of the working limits for the operation of trains and all roadway workers must be clear of the working limits before it is released or have been afforded on track safety through Train Approach Warning.

Working Limits On Controlled Track

Controlled Track is a track upon which all movements of trains must be authorized by a train dispatcher or a control operator. Controlled track is main track only, inclusive of main track through Yard Limits. Working limits established on controlled track through the use of the followings conditions must meet the following requirements:

Exclusive Track Occupancy: (49 CFR Part 214.321)

1. The control of the working limits must be the responsibility of the Employee In Charge by authority issued to the Employee In Charge by the Dispatcher or control operator who controls train movements or by the Employee In Charge causing fixed signals at each entrance to the work limits to display an Aspect of STOP.
2. The authority for control of the working limits shall be written or printed and communicated by:
 - a. Relay through a designated employee
 - b. Via data transmission
 - c. Orally through the train dispatcher or control operator.
 - d. Where authority for Exclusive Track Occupancy is transmitted orally, the authority shall be written as received by the Employee In Charge and repeated to the issuing employee for verification.

All communications must be in the possession of the train dispatcher or control operator and the roadway worker in charge while the authorities are in effect.

Working limits for a roadway worker shall be protected by one of the following physical features clearly identifiable to a locomotive engineer or other person operating a train or railroad equipment:

1. A flagman with instructions and capability to hold all trains and equipment clear of the working limits.
2. A fixed signal that displays an aspect indicating "Stop".
3. A station in the time-table and identified by name with a sign which a train may not pass without train authority.
4. A clearly identifiable mile post which a train is prohibited from passing without train authority.
5. A clearly identifiable physical location prescribed by the operating rules of the railroad beyond which that trains may not pass without authority.

RAILROAD MATRIX AND GLOSSARY OF TERMS

Movements of trains or roadway maintenance machines within working limits established through exclusive track occupancy shall be made only under the direction of the Employee In Charge having control over the working limits. Such movements shall be restricted speed unless a higher speed has been specifically authorized by the Employee In Charge.

Foul Time: (49 CFR Part 214.323)

Working limits established on controlled track through the use of foul time procedures shall comply with the following requirements:

1. Foul time may be given orally or in writing by an authorized person (train dispatcher or control operator) only after that employee has withheld the authority of all trains to move into the working limits during the foul time period
2. The roadway worker must repeat the track number, track limit and time limits of the foul time to the issuing officer.
3. Foul time will only be given to qualified roadway workers.
4. Foul time will be maintained until the roadway worker releases the working limits to the authorized person.
5. The Dispatcher or control operator shall not permit the movement of trains or other on track equipment into the working limits protected by Foul Time until the roadway worker who obtained the Foul Time is reported clear of the track.

Train Coordination: (49 CFR Part 214.325)

Working limits established by a roadway worker through the use of train coordination shall comply with the following requirements:

1. Working limits for train coordination shall be within the segment of track which only one train holds exclusive authority to move. The roadway worker who establishes working limits by Train Coordination shall communicate with a member of the crew of the train holding exclusive authority to move and shall determine that:
 - a. The train is visible to the roadway worker who is establishing working limits.
 - b. The train is stopped.
 - c. The train may only move with the roadway workers authority AND,
 - d. The train crew may not give up its exclusive authority until the roadway worker releases authority to the train crew.

Working Limits On Non-Controlled Track

Non-Controlled Track is a track upon which trains are permitted by rule or special instruction to move without receiving authorization from a train dispatcher or control operator. Non-controlled track is any track other than main track. Equipment not performing maintenance may move on a non-controlled track as prescribed by the Transportation Department Operating Rules under the Yard Limit Rule GCOR 6.13 and 6.28. Working limits on non-controlled track shall be established by rendering the track within working limits physically inaccessible to trains at each possible point of entry by one of the following features:

Inaccessible Track: (49 CFR Part 214.327)

1. A flagman with instructions and capability to hold all trains and equipment clear of the working limits;
2. A switch or derail to prevent access to the working limits and secured with an effective securing device by the roadway worker in charge of the work limits.
3. Working limits on controlled track that connects directly with the inaccessible track,

RAILROAD MATRIX AND GLOSSARY OF TERMS

- established by the roadway worker in charge of the working limits on the inaccessible track.
4. A discontinuity in the rail that precludes passage of trains or engines into the working limits
 5. A remotely controlled switch aligned to prevent access to the working limits and secured by the control operator of such remotely controlled switch by application of a locking or blocking device to the control of that switch, when:
 - a. The control operator has secured the remotely controlled switch by applying a locking or blocking device to the control of the switch, and
 - b. The control operator has notified the roadway worker who has established the working limits that the requested protection has been provided, and
 - c. The control operator is not permitted to remove the locking or blocking device from the control of the switch until receiving permission to do so from the roadway worker who established the working limits.
 6. Trains and roadway maintenance machines within working limits established by means of inaccessible track shall move only under the direction of the roadway worker in charge of the working limits, and shall move at restricted speed.
 7. No operable locomotives or other items of On Track equipment, except those present or moving under the direction of the roadway worker in charge of the working limits, shall be located within working limits established by means of inaccessible track.

Requirements Outside Working Limits

Watchmen/lookouts: (49 CFR Part 214.329)

Roadway workers in a work group who foul any track outside of working limits shall be given warning of approaching trains by one or more watchmen/lookouts by the following methods:

1. Warning will be given to each roadway worker to enable them to move to a prearranged safety position at least 15 seconds before the train passes by the working area.
2. Watchmen/lookouts must only perform watchmen/lookout duties and shall devote full attention to train movement in the working area.
3. The train warning a watchmen/lookout uses must be distinguishable to the roadway workers in the work area. The warning should be distinctive to insure that all roadway workers would hear, or receive, the warning regardless of his/her position.
4. All roadway workers must avail themselves of the protection of the watchmen/lookout and heed all warnings. Roadway workers must be in a position to receive the warning.
5. All watchmen/lookout must be trained, qualified and designated in writing under the provisions of 49 CFR Part 214.349.
6. All watchmen/lookout must be properly equipped to perform their duties.

RAILROAD MATRIX AND GLOSSARY OF TERMS

The (Railroad) Does X Does Not Use Remote Control Switches.

A remotely controlled switch aligned to prevent access to the working limits and secured by the control operator by a locking or blocking device to the control of the switch when:

1. The control operator secures the remote by applying a locking or blocking device to the remote switch, and;
2. The control operator notifies the roadway worker who has authority in the working limits that protection has been provided, and;
3. The control operator is not permitted to remove the locking or blocking device from the control switch unless given permission by the roadway worker in the working limits.

Forms

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EMPLOYEES' QUALIFICATION AND TRAINING RECORD

Name	Qualification(s)	Date Qualified

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GOOD FAITH CHALLENGE FORMS

Name: _____

Job Position: _____

Job Location: _____

Supervisor's Name: _____ **Title:** _____

Date and Time of Occurrence: _____

Work Location:

Track and Mile Post: _____

Nearest City/Town: _____

**On Track Safety Procedure
applied (or lacking) at
working location:** _____

Railroad Safety or Operating Rule not being complied with:

Reason for this Challenge:

Other Employees with information regarding this situation:

Signature: _____ **Date:** _____

Determination by Supervisor _____

Supervisor Signature: _____ **Date:** _____

INSTRUCTIONS: The employee making challenge shall complete this form, sign and date it, and give it to his Supervisor who shall document his determination, sign and forward form to the Chief Engineer.

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**LONE WORKER
STATEMENT OF ON TRACK SAFETY**

Lone workers who use individual train detection to establish On Track safety must complete this "Statement of On Track Safety" for each assignment. The statement shall be available for inspection by a railroad official or Federal Railroad Administration representative whenever the lone worker is using individual train detection. (49 CFR 214.337(f))

Union Depot Railroad _____ Division _____

Lone Worker Name (Print): _____

Start Date: _____ Time: _____

End Date: _____ Time: _____

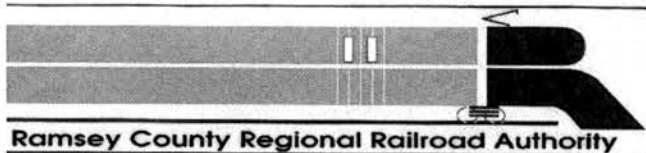
Working Limits From Mile Post _____ To Mile Post _____

In the table below, place an X in the box adjacent to the maximum authorized timetable speed of trains within the working limits specified above and observe the minimum required sight distance associated with that speed.

Maximum Authorized Speed In Miles/Hour	Minimum Required Sight Distance	
	X	Feet
5		110
10		220
15		330
20		440
25		550
30		660
35		770
40		880

Lone Worker Signature: _____

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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/24/2013

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads will be responsible for maintaining the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

The RCRRA needs to issue a Request for Proposals to solicit qualified contractors to complete signal operations and maintenance services on the Union Depot Railroad in accordance with Federal Railroad Administration regulations on the Union Depot Railroad. The Union Depot Railroad consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). This ongoing maintenance will cover initial commissioning of the signal system, routine inspections in accordance with FRA and Amtrak regulations and requirements, field testing repair and maintenance of the signal system and spare parts inventory management. Funds are available for this work in the RCRRA 2013, 2014, and 2015 Union Depot operating budgets.

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

SUBJECT: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

ATTACHMENTS:

(Draft) Request for Proposals - Union Depot Railroad Signal Maintenance Operations and Maintenance - Work Scope (the full Request for Proposals document is on file with the RCRRA office)

PREVIOUS ACTION:

None

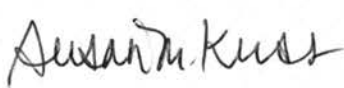
COUNTY MANAGER'S COMMENTS:

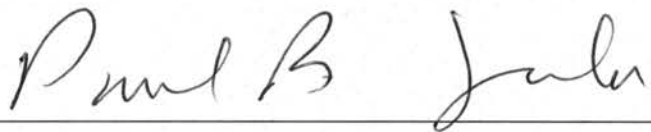
Issuance of a Request for Proposals requires County Board approval and is consistent with County Board's direction for an open, fair and competitive solicitation process.

SUBJECT: Request for Proposals for Union Depot Railroad Signal
and Maintenance

Operations

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

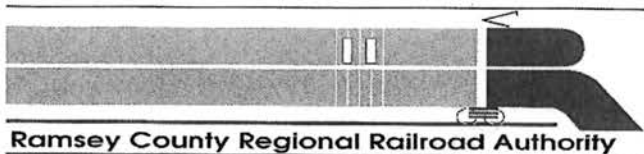
WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for signal operations and maintenance on its property which consists of the Class 1 track located within Ramsey County Regional Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

WHEREAS, The services of a contractor to complete signal operations and maintenance for the Union Depot Railroad is necessary to operate and maintain the signal system in accordance with Federal Railroad Administration regulations; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/24/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration (FRA) regulations. The freight railroads will be responsible for maintaining the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

The RCRRA needs to issue a Request for Proposals to solicit qualified contractors to complete signal operations and maintenance services on the Union Depot Railroad in accordance with Federal Railroad Administration regulations on the Union Depot Railroad. The Union Depot Railroad consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). This ongoing maintenance will cover initial commissioning of the signal system, routine inspections in accordance with FRA and Amtrak regulations and requirements, field testing repair and maintenance of the signal system and spare parts inventory management. Funds are available for this work in the RCRRA 2013, 2014, and 2015 Union Depot operating budgets.

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

SUBJECT: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

ATTACHMENTS:

(Draft) Request for Proposals - Union Depot Railroad Signal Maintenance Operations and Maintenance - Work Scope (the full Request for Proposals document is on file with the RCRRA office)

PREVIOUS ACTION:

None

COUNTY MANAGER'S COMMENTS:

Issuance of a Request for Proposals requires County Board approval and is consistent with County Board's direction for an open, fair and competitive solicitation process.

SUBJECT: Request for Proposals for Union Depot Railroad Signal
and Maintenance

Operations

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Request for Proposals for Union Depot Railroad Signal Operations and Maintenance

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for signal operations and maintenance on its property which consists of the Class 1 track located within Ramsey County Regional Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

WHEREAS, The services of a contractor to complete signal operations and maintenance for the Union Depot Railroad is necessary to operate and maintain the signal system in accordance with Federal Railroad Administration regulations; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

REQUEST FOR PROPOSALS (RFP)

Union Depot Railroad Signal Operations and Maintenance Services Saint Paul, Minnesota September 24, 2013

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms (Contractor) to perform Rail Signal System Operations and Maintenance Services (Services) for the Union Depot Railroad (UDR). The Union Depot Railroad (UDR) consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). Union Depot is a regional multimodal transit hub in downtown Saint Paul, Minnesota. Union Depot provides convenient links to multiple transit modes including:

- Intercity Passenger Rail (i.e., Amtrak)
- High Speed Rail between Chicago and the Twin Cities (future)
- Intercity Services (future)
- Intercity Buses (i.e. Jefferson Bus Lines)
- Regional Transit Buses (i.e. Metro Transit, MVTA)
- Green Line Light Rail Transit (LRT) (2014)
- Potential Future Light Rail
- Commuter Rail (Future)
- Taxis
- Bicycles
- Personal vehicles
- Pedestrians

If proposing on a prime and subcontractor basis, the prime Contractor must have 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 Union Depot Railroad (UDR) track and roadbed improvements were completed in November, 2012. The UDR's signal system will include two (2) CTC electronic interlocking Control Points as shown in Bid Package 2G, Railroad Signalization (Contract Drawings) (**Attachment 1**) scheduled to be constructed by December, 2013. The installation and initial commissioning of the Control Points will be provided by Balfour Beatty Rail Inc. as part of a separate contract. Track and roadbed inspection and maintenance will also be provided by others as part of a separate contract.

The Contractor shall provide maintenance of the new UDR signal system shown on the Contract Drawings included with this RFP. Maintenance work is categorized as:

1. Initial commissioning observation paid on a lump sum basis;
2. Routine which will be included in the flat monthly rate;
3. Repair which will be paid on time and material basis.
4. Materials which will be paid based upon supplier's invoices with no mark-up.

Within a half-mile of the Depot, five percent (5%) of U.S. Freight Rail volume moves through Hoffman Ave. Interlocking. 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.

Due to the complexities of various corridors and the number of stakeholders involved, the Contractor 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 Contractor will be expected to coordinate tasks with, at a minimum, the following key stakeholders:

- Amtrak
- Canadian Pacific Railway
- Burlington Northern Santa Fe Railway
- Union Pacific Railroad Company
- Twin Cities & Western Railroad Company
- Union Depot Railroad

B. Geographic Limits

The scope operations and maintenance services shall include all railroad signal related equipment associated with the UDR generally located between Division Street Wye to the east and Jackson Street to the west including two Electronic Control Points. This is shown in the Contract Drawings, **Attachment 1**.

C. Background

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 Green Line 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.

UDR comprises the trackage and signal infrastructure located within RCRRA property limits of the Union Depot. UDR infrastructure includes two tracks abutting a 1300 foot long passenger platform as well as a 500 foot long track for switching of cars on the west side of the depot property and a 1,000 foot long track for car storage and switching on the east side of the RCRRA property. UDR also includes two electronic control points to operate the associated switches

and signals for the UDR trackage. Dispatching of the two control points will be performed by the BNSF Railway.

D. Project Information Contact

Contractors may not contact RCRRRA staff or elected officials directly. Noncompliance may disqualify the Contractor. All questions related to the specific project requirements must be submitted in writing by 4:00 PM on Friday, October 11, 2013 to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

Questions may be submitted via email.

Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on October 15, 2013, in the form of addenda. Oral questions will not be accepted. **Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.**

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

II. Scope of Services

A. GENERAL

1. Project and Governance Structure

UDR Signal O&M Services Contract will be administered by Ramsey County Regional Railroad Authority (RCRRRA). The Contractor will report to the RCRRRA Program Coordinator and coordinate with other staff as necessary.

2. Schedule and Budget

Project services will be funded with local funds.

RCRRRA intends to have this Contract awarded prior to the time of initial commissioning of the UDR signal system (anticipated for November-December, 2013). The period of performance is proposed to be 24 months with the possibility of additional service period extensions up to five years from the initial award.

B. TECHNICAL ELEMENTS

Part 1 – Description

1.1 General Description

- A. Project Management and Coordination:
The selected Contractor will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with RCRRA staff and key stakeholders as identified in Section A.
- B. Under this contract, the Contractor shall provide maintenance of the new UDR signal system shown on the Contract Drawings (**Attachment 1**). Maintenance work is categorized as:
1. Initial commissioning observation paid on a lump sum basis;
 2. Routine which will be included in the flat monthly rate;
 3. Repair which will be paid on time and material basis.
 4. Materials which will be paid based upon supplier's invoices with no mark-up.
- C. Initial Commissioning Observation: The Contractor shall participate in the initial commissioning of the UDR signal system to assure that Balfour Beatty Rail Inc. (Construction Contractor) completes initial testing and adjustment and so that the Contractor can take over the UDR signal system upon commissioning.
- D. Routine Work: Contractor shall provide tests and inspections to verify these systems, subsystems, assemblies, subassemblies, and components are in compliance with the specifications in Section 1.3 and with all applicable regulatory requirements.
1. Any adjustments and regular maintenance necessary shall be provided as part of the Contractor's flat monthly rate.
 2. Tests and inspections shall be made both when this new signal system is placed in service and thereafter during the length of this contract.
 3. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct all tests with complete documentation.
 4. In the event that the system does not meet requirements, not arising from equipment failure, necessary corrections and retesting shall be made by the contractor, at no additional cost to RCRRA.
 5. Work shall include all necessary test-purpose disconnecting and reconnecting.
 6. Maintaining inventory record of the spare parts
 7. Purchasing, receiving and storage of replenishment of spare parts inventory.
 8. All work shall be coordinated with the UDR Engineer the person or the firm designated by RCRRA charged with performing the supervisory functions designated herein for the UDR.
- E. Repair Work: Contractor shall provide equipment, materials, and labor on a time and materials basis to make necessary repairs to the signal system on an as-needed basis.
- a. Any adjustments and regular maintenance necessary shall be provided as part of the Contractor's flat monthly rate.

- b. Work is anticipated to include but is not limited the following:
 - i. Equipment and utility locates;
 - ii. Response to system malfunctions and calls from BNSF indicating switches or other system components not operating;
 - iii. Coordination of future improvements to Class 1 signal systems and potential changes by UPRR, CP or BNSF resulting in changes to Union Depot system
- c. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct repairs.
- d. Work shall include all necessary disconnecting, reconnecting, and re-commissioning.
- e. Provide spare parts for either emergency replacement or inventory as directed by the RCRRA.
- f. Contractor shall have a process in place to address trouble calls on a 24/7 basis.
- g. Contractor shall be able to have pre-approved staff on site within 2 hours of a trouble call.
- h. All work shall be coordinated with the UDR Engineer.
- i. Contractor shall provide a detailed estimate to the UDR Engineer for approval prior to beginning any repair.

1.2 Union Depot Railroad Operational Overview

- A. The UDR operates in coordination with the BNSF Railway to provide dispatching, with contract firms to provide signal maintenance (this Contract) and track maintenance (separate contract). Amtrak, Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad and the BNSF Railway all operate trains on track adjacent to the UDR. No Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad or BNSF Railway trains operate on UDR track except for the Canadian Pacific Railway Holiday Train.
- B. Any reference herein to a dispatcher or central control authority is defined as the BNSF dispatcher for this territory.
- C. All contractors are required to follow the requirements of UDR's On-Track-Safety plan, **Attachment 2**.

1.3 Standards and Regulatory Requirements

- A. Standards – AREMA Signal Manual.
- B. Regulations: Code of Federal Regulations, Title 49, Parts 234 and 236.
- C. Amtrak: Limits and Specifications for Track Safety, Maintenance and Construction (**Attachment 3**)

1.4 Quality Assurance

- A. Test and inspection procedures shall be subject to the UDR Engineer's acceptance and shall comply with all FRA rules and regulations.
- B. Test equipment of proper type, capacity, range, and accuracy shall be supplied by the Contractor to perform required tests and inspections.
- C. Test equipment used shall be in good working order and properly calibrated within 6 months of the date of the tests. This equipment shall have a sticker on it indicating its calibration date and the agency that performed the calibration.
- D. The UDR Engineer shall have the right to witness any or all field tests conducted. The UDR Engineer shall be notified at least 48 hours prior to each field test. No new part of the signal system shall be placed in service without an authorized representative of the UDR Engineer being present and witnessing the in-service tests.
- E. The work shall include all tests required to ensure proper and safe operation of all systems and subsystems and to prove the adequacy and acceptability of the total installation specified herein.

1.5 Submittals

- A. Contractor shall provide resumes of key staff proposed to provide work for pre-approval. No staff changes are allowed without approval.
- B. The following shall be submitted to the UDR Engineer for acceptance:
 - 1. An outline of the tests to be performed on each type of component or unit, together with sample forms of test record forms and cards as hereinafter specified.
 - 2. The numbers of each type of component or unit to be tested to demonstrate adequacy of design and quality control.
- C. The results of each test as herein specified, shall be recorded and this test result documentation shall be furnished to the UDR Engineer within ten days of completion of the test. Certified test results shall also be furnished for tests performed by any subcontractors when such tests are required within these Specifications.
- D. Where required in this section, submit test results on completed UDR test record forms (**Attachment 4**).
- E. Test reports shall document the calibration date of each instrument used during the test. Calibration of each instrument shall be certified by a recognized testing facility. Instruments with out of date calibrations will be considered non-certified. Tests conducted with noncertified instruments will be rejected.
- F. Any additional tests required by the Contractor to ensure the safe operation of the system shall be submitted to the UDR Engineer.

PART 2 - PRODUCTS

2.1 Site Test Equipment and Materials

Test instruments and equipment necessary to conduct the tests specified herein shall be available, ready for use not less than one week in advance of test need. "Ready for use" shall mean properly matched for test parameters, properly calibrated, sufficiently supplied with leads, probes, adapters, stands etc., necessary to conduct the particular test in a completely professional manner.

2.2 Temporary Test Materials

Temporary or interim test related materials, special tools, connections, jumpers, etc., shall be furnished and available not less than one week in advance of the test need.

2.3 Spare Parts Inventory Management

Contractor shall provide spare parts as directed by the UDR (**Attachment 5**). The UDR Engineer will provide an order list and the Contractor shall review and offer their own recommendations. A preliminary draft of the order list is included with this RFP for Contractor's information purposes (Attachment 4). Quotes shall be provided and approved prior to placing any orders. Upon approval of proposed inventory by UDR, the Contractor shall procure and organize storage of materials at locations on site to be provided by with the UDR. Costs to provide the spare parts and additional fencing, cabinetry or other storage appurtenances shall be paid on a time and material basis as part of the repair bid item. All labor costs associated with ongoing inventory control shall be included as part of the Routine Work flat monthly rate bid item. Proposed fees associated with this RFP should NOT include any costs for materials associated with the creation of a spare parts inventory.

PART 3 - EXECUTION

3.1 Field Test Procedures

- A. The field tests performed shall cause each installed system and subsystem to be sequenced through its required operations, including the imposition of simulated conditions, to demonstrate that the installation complies with all specified fail-safe design requirements and operational functions.
- B. The quality of installation shall be demonstrated by field tests for continuity, insulation resistance, resistance of ground connections, circuit breakdown, visual inspection and any other tests required under Section 1.3.
- C. The Contractor's test procedures shall consist of preprinted data sheets or inspection. When completed by the field test personnel and checked for accuracy and completeness, the sheet shall be submitted as the test report.

- D. When tests require specific meter or test instrument readings, the preprinted data sheet shall show the allowable range of values, for each part of the test. The test report shall also contain a check off system for each action and a blank space adjacent to the expected value in which to record the test readings.
- E. All test reports shall be dated and signed by the responsible employee of the Contractor or subcontractor on the day the test is performed. Space also shall be provided for the signature of the witnessing inspector.
- F. The report shall show the specific test instruments used on each test, with instruments identified by name, type, serial number, and calibration due date.
- G. The UDR Engineer will make all final determinations as to whether only a part, or the whole test, shall be rerun when any specific field test does not meet the requirements specified for the test.

3.2 Field Tests and Inspection

- A. The follow provides test process detail to place these various systems in service. Routine inspections and tests could/should be a subset of this providing in conforms to the applicable FRA regulations and AREMA Standards.
- B. General field tests shall be performed and include the following:
 - 1. Ground verification test.
 - 2. Dielectric Breakdown test of all vital circuitry.
 - 3. Wiring verification of all non-vital circuitry.
 - 4. Vital function tests.
 - 5. Operating tests.
 - 6. All applicable tests prescribed by AREMA Signal Manual Part 2.4.1, where the AREMA inspections and tests do not conflict with the requirements of these Specifications.
 - 7. All applicable tests as required to ensure systems comply with CFR 49, parts 234 and 236.
- C. Specific Field Tests
 - 1. Grounds
 - a. Ground resistance shall be tested and reported as described in section 16450.
 - b. All low voltage dc circuits shall be tested to verify that they are not grounded in conformance to FRA 236.107.

- c. Contractor shall record test results on the form SPUD 236.107 and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

2. Insulation Resistance Tests

- a. Insulation resistance tests shall be made between all conductors and ground and between conductors in each cable in accordance with FRA rule 236.108.
- b. All insulation tests shall be done after the equipment and cables are installed in the field.
- c. Contractor shall record test results on the form UDR 236.108 and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

3. Vital Relays

- a. All dc vital relays shall be tested for pick-up and drop-away values. These values shall be in accordance with field requirement values stated in Table I of AREMA Signal manual, Part 6.4.1
- b. Contractor shall perform all tests required to complete the form UDR 236.106.
- c. These tests shall be performed at the housing locations after the housing has been set.
- d. Contractor shall record test results on the form UDR 236.106 (**Attachment 4**) and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

4. Energy Distribution

- a. Energy-Off Tests: With all power to the Signal Instrument House, shelter or wayside case off, the following checks and tests shall be performed. These tests shall include:
 - (1) Removing all fuses.
 - (2) Verifying that circuit breaker size compares to that of Contract Drawings (**Attachment 1**).
 - (3) Comparing wire gages with those called for on the Contract Drawings. All discrepancies in wire sizes shall be replaced with the proper size wire.

- (4) During energy distribution breakdown, a wire count on each terminal, relay contact, etc. shall be taken to ensure that only the number of wires called for on the Contract Drawings (**Attachment 1**) is present at each terminal, relay contact, etc. Any discrepancies found shall be corrected and additional wires, if found, shall be removed.
- (5) Verify proper system voltage for each power supply, ac and dc.
- (6) Verify all power supplies for correct setting quantities.
- (7) Verify that no cross, shorts, or grounds exist.
- (8) Tags shall be verified for proper nomenclature and terminal location.

5. Breakdown of Control Circuits

- a. All circuits shall be tested in their entirety for the correct operation of and response to each contact on each circuit element, such as relays and contactors. Where parallel paths exist, the tests shall validate each path, and circuits shall be opened when required to ensure the proper test.
- b. Each circuit shall be tested by simulating all operating conditions to verify that the circuit operates in accordance with the Specifications and accepted plans.

6. Electric Switch and Lock Movements

- a. Continuity check of field wires to switch-and-lock movements to verify proper nomenclature in junction boxes and switch circuit controllers.
- b. Adjust throw bar so that proper tension is placed on switch points in both directions.
- c. Manually operate switch machine normal and adjust lock rods and point detector rods to allow switch machine to lock up with no obstruction. Repeat above for switch machine in reverse position.
- d. Turn on switch machine power and call switch machine normal and observe in field that switch machine corresponds to position called, and observe in wayside instrument housing that proper switch correspondence relay is energized.
- e. With switch machine called normal, check gaps on circuit controller contacts to see that they meet equipment specifications. Operate machine reverse and repeat.
- f. Break down each contact in switch circuit controller and observe that proper switch correspondence relay drops. Repeat this procedure for both positions of the switch.

- g. Place ammeter in series with motor control energy and adjust clutch such that it causes overload relay to pick up in less than ten seconds with 1/4-inch obstruction in switch point. Record current reading. Repeat for opposite position.
 - h. Place switch and lock movement in "hand" operation and observe switch mechanism cannot be operated by power. Place back in "motor" and verify that switch mechanism can be powered.
 - i. Operate switch, then shunt detector track circuit and observe that switch machine is stopped in middle of stroke and not allowed to complete movement. Remove shunt and verify switch completes movement.
 - j. Contractor shall record test results on the form UDR 236.103 (**Attachment 4**) and submit this completed form the UDR Engineer in order to obtain acceptance of this test requirement.
- 7. Signal Layouts: Tests shall be performed on all signal layouts. These tests shall include the following:
 - a. Continuity check of field wires and verification of all nomenclature.
 - b. Apply energy to signal lighting circuits and adjust all lamp voltages to 10 percent less than the lamp rating.
 - c. Sight signals for maximum visibility.
 - d. Check that light-out feature, where used, complies with FRA Rule 236.23(f).
- 8. Line Circuits: The purpose of this test procedure shall be to verify the integrity of line circuits between wayside instrument locations. These tests shall include the following:
 - a. All nomenclature shall be verified and line circuits tested for continuity.
 - b. Each repeater relay shall be tested to determine that it follows all the proper track relays de-energized in the signal shelters.
 - c. With an established direction of traffic, the controlled signal governing entrance to that particular route shall be put to stop. Traffic in the opposite direction shall not be established until a predetermined time has passed. This predetermined time shall be as indicated on the accepted plans. It shall be ascertained that time locking is effective for this test.
- 9. Interlocking and Control Point Tests
 - a. A detailed list of the tests and complete test procedures shall be submitted to the UDR Engineer for acceptance to establish safe and proper operation of interlockings. The test sequence shall be designed to test each function for correct performance in accordance with these Specifications and the accepted plans.

Furthermore, the test sequence shall include simulated unusual conditions to determine that the interlocking circuits will respond in a safe and desirable way.

b. The functions to be tested shall include the following:

- (1) Time locking.
- (2) Route locking.
- (3) Verification of timing of time releases.
- (4) Bridge locking.
- (5) Indication locking.
- (6) Signal operation in accordance with route and aspect charts.
- (7) Interconnection with existing block signal systems.
- (8) Interconnection with existing interlockings.

c. Time tests shall be as follows:

- (1) Loss of shunt.
- (2) Time locking.
- (3) Flashing rate time.

d. Contractor shall record test results on the forms UDR 236.106F, UDR 236.109, and UDR 236.376 (**Attachment 4**). Submit these completed forms to the UDR Engineer in order to obtain acceptance of these test requirement.

10. Control Office to Wayside Interface

a. Upon completion of the wayside tests, a system test shall be performed to ensure continuity of operation of wayside equipment by the supervisory control system. This test shall consist of controlling all office wayside functions from the supervisory control console and the transmission back to the Control office of all indications from the field stations. The functions to be tested shall include the following:

- (1) Controls from Supervisory Control Console
 - (a) Control of switch machines.
 - (b) Lining of routes.
- (2) Indications to Supervisory Control Console

- (a) Switch machine positions.
 - (b) Track circuit occupancy.
 - (c) Signal indications.
 - (d) Power-off and alarm indications.
- (3) All design changes found necessary to obtain proper operation shall be submitted to the UDR Engineer for acceptance.

11. Local Panel Test

- (a) Verify proper operation of all controls and indications.

12. Switch Circuit Controllers

- (a) Each switch circuit controller shall be tested to verify wiring, mechanical connectors, point obstruction and point detection in accordance with AREMA Signal Manual Part 12.5.1.
- (b) Contractor shall record test results on the form UDR 236.103 (**Attachment 4**) and submit this completed form to the UDR Engineer in order to obtain acceptance of this test requirement.

13. Track Circuits

- (a) Each track circuit shall be tested for shunting sensitivity and polarity in accordance with the AREMA Signal Manual Part 8.6.1.

14. Insulated joints

- (a) Each insulated joint shall be tested with an insulated joint tester, either the Harmon 1501A1JC, or accepted equal, and shall measure no less than 40 ohms across the joint.

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	September 25, 2013
Pre-Proposers Conference (2:00pm)	October 9, 2013
Written Questions Received (4:00pm)	October 11, 2013
Response to Questions Released (4:00pm)	October 15, 2013
Proposals Due (2:00pm)	October 24, 2013
Proposal Review, Shortlist & Oral Interviews	October 31 - November 1, 2013
RCRRA Approval	November 12, 2013
Contract Negotiations	November 12, 2013-19, 2013
Contract Award and Notice to Proceed	November 19, 2013

B. Project Scope of Services Period

RCRRA intends to have this Contract awarded prior to the time of initial commissioning (anticipated for November-December, 2013). The period of performance is proposed to be 24 months with possibility of additional service period extensions up to five years from the initial award.

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 Ramsey County, 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 2 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 Contractors 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 Contractor'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 operating and maintaining railroad signal and track infrastructure.
- d. Depth of staff resources to work on multiple projects at the same time.

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. Budget

- a. Proposed lump sum amount for Initial commissioning observation
- b. Proposed monthly lump sum rate for routine maintenance activities
- c. Proposed rates for hourly on-call services:
 - i. Hourly budget broken down by specific staff, by firm, and by task
 - ii. Current audited hourly rates for staff
 - iii. Current audited overhead rates for all team member firms
 - iv. Include an estimate of reimbursable direct expenses and specify the expenses (i.e. Estimated single trip charge).
- d. Materials which will be paid based upon supplier's invoices with no mark-up.

8. 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.

9. Conflict of Interest

Please identify any potential conflicts of interest.

B. Proposal Submission Process

Notice to Contractors:

- 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.
- RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
- RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- RCRRA is not bound to accept the lowest cost proposal.
- Contractors are held legally responsible for their proposals and proposal budgets. Contractors are not to collude with other Contractors and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- 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.
- 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

Contractors are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on Friday, October 11, 2013 to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

All Questions should be submitted via email.

Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on Tuesday, October 15, 2013, in the form of addenda. Oral questions will not be accepted. Contractors 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 Union Depot (214 E. 4th Street, St. Paul, MN 55101) on Wednesday, October 9, 2013. Attendance at this Conference is not mandatory.

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

C. Submission

Proposals are due by 2:00 p.m. on Thursday, October 24, 2013, and must be submitted to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

Faxed or emailed proposals will not be accepted.

The response must include original and 5 copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals will be considered invalid.

Proposals shall be prepared using 8 ½ x 11 paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. The proposal should be clear when reproduced in black and white. To facilitate proposal opening, the original only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

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

RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractors in the preparation of their proposals. Contractors shall not include any such

expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Contractor 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 Contractor 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. RCRRA reserves the right to waive any minor irregularities in the proposal request process.
2. RCRRA reserves the right to interview any or all proposers at its discretion.
3. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**.
4. The Proposal Evaluation Team may be comprised of staff representatives from following agencies: RCRRA, Canadian Pacific Railway, Burlington Northern Santa Fe Railway and design consultants. Others may be added at the discretion of RCRRA.
5. RCRRA 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 respond in a timely fashion to on-call requests for service from RCRRA

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

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 RCRRA Board for approval.

RCRRA reserves the right to award a contract for the Union Depot Railroad Signal O&M Services to other than the low bidder or proposer.

B. Contract

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

The agreement will include the following payment provisions:

- Initial commissioning observation paid on a lump sum basis;
- Routine which will be included in the flat monthly rate;
- Repair which will be paid on time and material basis.
- Materials which will be paid based upon supplier's invoices with no mark-up.
- 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, 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 Contractor shall provide a certificate of insurance acceptable to the Ramsey County Attorney evidencing, at a minimum, the coverage required by the provisions of **Appendix B and Appendix C**.

VI. Additional Information

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

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

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contacts following issuance of the RFP until submission of proposals is through the Ramsey County Procurement Specialist. 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 Ramsey County Procurement Specialist 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 Ramsey County Procurement Specialist by a vendor, RCRRA staff, elected officials or evaluation team members may meet jointly with staff from the Ramsey County Procurement Specialist 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 RCRRA 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 Ramsey County Procurement Specialist 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. RCRRA will coordinate preparation of the summaries and documentation for RCRRA 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 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 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 RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which 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

Contractor shall purchase and maintain such insurance as identified in **Appendix C**.

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

7. 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 RCRRRA, 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 RCRRRA 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 RCRRRA 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 RCRRRA for damages sustained by RCRRRA by virtue of any breach of this Agreement by the Contractor. RCRRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRRA 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 RCRRA, the State Auditor or 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

RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by RCRRA. In the event that RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons 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

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 RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise RCRRA whether Contractor will or will not resign from the other engagement or representation.

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 County, Minnesota.

21. Reimbursable Expenses (If applicable)

If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. 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 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.

Appendix C
RCRRA INSURANCE REQUIREMENTS
Construction, Track Maintenance and Demolition Contractors

1. **DEFINITIONS**

In these Insurance Requirements, "RCRRA" shall mean Ramsey County Regional Railroad Authority, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation "Contractor" shall mean the party providing construction, track maintenance and demolition services on, over, under or adjacent to the railroad tracks, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor.

2. **INSURANCE**

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to RCRRA and Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of RCRRA's and/or Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors provided the evidence of insurance submitted by Contractor to RCRRA or Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to RCRRA and Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as RCRRA or Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

If the contractor is considered to be a railroad, then the contractor should provide evidence of Federal Employers Liability Act (FELA) with limits of not less than \$10 million.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability

coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/Underground (X-C-U) applicable or added.

The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. **Railroad Protective Liability (RRP) Insurance** covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to RCRRA and Amtrak prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Insurance policies of Contractor, its contractors and subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of RCRRA, Amtrak and Contractor.
6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with RCRRA, National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following RCRRA's and Amtrak's acceptance of the completion of all Operations to be performed.
7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to RCRRA and Amtrak. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have limits of liability of not less than \$2 million per claim and \$2 million in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against RCRRA, Amtrak, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

10. **Punitive Damages** Unless prohibited by law, no liability insurance policies required above shall contain exclusion for punitive or exemplary damages.
11. **Claims-Made Insurance** If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:
- a. *The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);*
 - b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
 - d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.
12. **Evidence of Insurance** Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 Fourth Street E
St. Paul, MN 55101

Director I&C Projects
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

ATTACHMENT 1: BID PACKAGE 2G; RAILROAD SIGNALIZATION

Contractors are referred to Construction Drawings attached to this RFP for detailed information related to the signal system and track infrastructure included in the operations and maintenance scope of services.

ATTACHMENT 2: ON-TRACK SAFETY PROGRAM

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Contractors are referred to the On-Track Safety Program attached to this RFP for detailed information related to the safety program requirements of the Union Depot Railroad. Contractors will be required to adhere to all of the conditions outlined in the Union Depot Railroad On-Track Safety Program while performing duties associated with this contract.

**ATTACHMENT 3: AMTRAK: LIMITS AND SPECIFICATIONS FOR TRACK SAFETY,
MAINTENANCE AND CONSTRUCTION**

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Contractors are referred to the Amtrak: Limits and Specifications for Track Safety, Maintenance and Construction attached to this RFP for detailed information related to Amtrak requirements related to track and signal maintenance.

ATTACHMENT 4: TEST FORMS

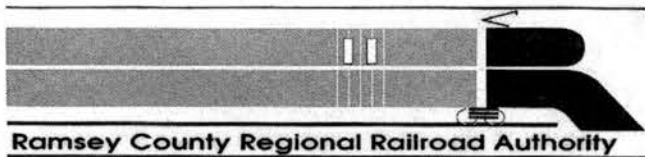
PAGE INTENTIONALLY LEFT BLANK

Contractors are referred to the Test Forms attached to this RFP for detailed examples of the proposed forms that will be part of the routine maintenance activities associated with this contract.

ATTACHMENT 5: SPARE PARTS INVENTORY

The attached inventory is included for Contractor's information only. A final inventory will be developed after the contract award. The column for SQTY (Spare Quantity) shows the items and their quantities to order and stock as spare inventory. These quantities are shown in red.

Contractors shall not include material costs in their bids for spare parts management. Costs to acquire **materials will be paid** based upon actual costs from suppliers with no mark-up. .



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/24/2013

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations. The freight railroads will be responsible for maintaining the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

The RCRRA needs to issue a Request for Proposals to solicit qualified contractors to complete track operations and maintenance services in accordance with Federal Railroad Administration regulations on the Union Depot Railroad. The Union Depot Railroad consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). This ongoing maintenance will cover initial commissioning of track, routine inspection per FRA and Amtrak standards, and repair and maintenance services. Funds are available for this work in the RCRRA 2013, 2014, and 2015 Union Depot operating budgets.

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

ATTACHMENTS:

(Draft) Request for Proposals - Union Depot Railroad Track Maintenance Operations and Maintenance - Work Scope (the full Request for Proposals document is on file with the RCRRA office)

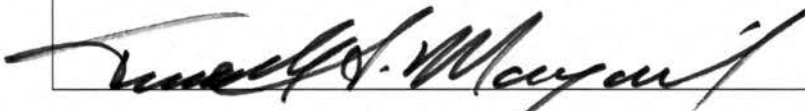
PREVIOUS ACTION:

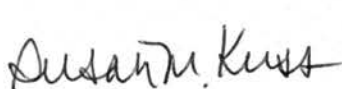
None

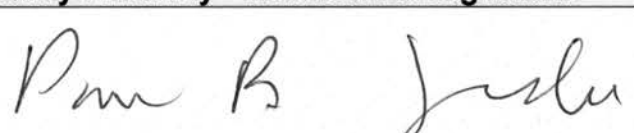
COUNTY MANAGER'S COMMENTS:

Issuance of a Request for Proposals requires County Board approval and is consistent with County Board's direction for an open, fair and competitive solicitation process.

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority
3 and has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and
10 Union Pacific Railroad track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific
13 Railroad track will require capacity improvements so that the Empire Builder can maintain on-time
14 performance without negatively impact existing freight operations; and
15

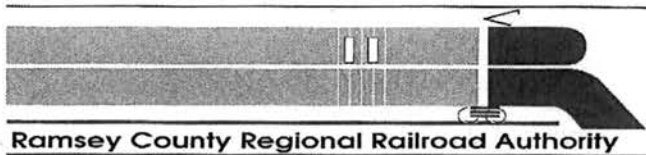
16 WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the
17 Ramsey County Regional Railroad Authority are currently constructing the track and signal
18 improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and
19

20 WHEREAS, Upon completion, these improvements will need to be operated and maintained
21 in accordance with Federal Railroad Administration regulations by their respective owners; and
22

23 WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for track
24 operations and maintenance on its property which consists of the Class 1 track located within
25 Ramsey County Regional Railroad Authority property located approximately between Jackson
26 Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad;
27 and
28

29 WHEREAS, The services of a contractor to complete track operations and maintenance for
30 the Union Depot Railroad is necessary to operate and maintain the track system in accordance
31 with Federal Railroad Administration regulations; Now, Therefore, Be It
32

33 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
34 Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in
35 accordance with County policies and procedures on Requests for Proposals, with direction to staff
36 to return to the Regional Railroad Authority with a recommendation for selection of a contractor.



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/24/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of railroad track and platform for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track and signal improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. These improvements are currently being completed by BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA to enable Amtrak to serve the Depot in the fourth quarter of 2013. Following the completion of these improvements, the improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations. The freight railroads will be responsible for maintaining the improvements on their property and the RCRRA will be responsible for maintaining the improvements on its property.

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ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

ATTACHMENTS:

(Draft) Request for Proposals - Union Depot Railroad Track Maintenance Operations and Maintenance - Work Scope (the full Request for Proposals document is on file with the RCRRA office)

PREVIOUS ACTION:

None

COUNTY MANAGER'S COMMENTS:

Issuance of a Request for Proposals requires County Board approval and is consistent with County Board's direction for an open, fair and competitive solicitation process.

SUBJECT: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Request for Proposals for Union Depot Railroad Track Operations and Maintenance

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34 Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in
35 accordance with County policies and procedures on Requests for Proposals, with direction to staff
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Attachment

Ramsey County Regional Railroad Authority
Union Depot Railroad Track O&M Services RFP

REQUEST FOR PROPOSALS (RFP)

Union Depot Railroad Track Operations and Maintenance Services Saint Paul, Minnesota September 24, 2013

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms (Contractor) to perform Track Operations and Maintenance Services (Services) for the Union Depot Railroad (UDR). The Union Depot Railroad (UDR) consists of Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end). Union Depot is a regional multimodal transit hub in downtown Saint Paul, Minnesota. Union Depot provides convenient links to multiple transit modes including:

- Intercity Passenger Rail (i.e., Amtrak)
- High Speed Rail between Chicago and the Twin Cities (future)
- Intercity Services (future)
- Intercity Buses (i.e. Jefferson Bus Lines)
- Regional Transit Buses (i.e. Metro Transit, MVTA)
- Green Line Light Rail Transit (LRT) (2014)
- Potential Future Light Rail
- Commuter Rail (Future)
- Taxis
- Bicycles
- Personal vehicles
- Pedestrians

If proposing on a prime and subcontractor basis, the prime Contractor must have 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 Union Depot Railroad (UDR) track and roadbed improvements were completed in November, 2012. The UDR's signal system will include two passenger rail tracks adjacent to Platform 1, one tail track and one switching track, as shown on the Union Depot Track Plans (Contract Drawings) (**Attachment 1**). The initial commissioning of the track for revenue service is anticipated for late November, 2013. The UDR includes two control points. Operation and maintenance of the signal system associated with the two control points will be provided by others as part of a separate contract. This contract includes track and roadbed inspection and maintenance services only.

The Contractor shall provide inspection and maintenance of the new UDR track and roadbed infrastructure shown on the Contract Drawings (**Attachment 1**). Inspection and maintenance work is categorized as:

1. Initial commissioning observation paid on a lump sum basis;
2. Routine inspection per FRA and Amtrak standards (included in the flat monthly rate);
3. Repair and maintenance services, which will be paid on time and material basis.
4. Materials which will be paid based upon supplier's invoices with no mark-up.

Within a half-mile of the Depot, five percent (5%) of U.S. Freight Rail volume moves through Hoffman Ave. Interlocking. 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.

Due to the complexities of various corridors and the number of stakeholders involved, the Contractor 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 Contractor will be expected to coordinate tasks with, at a minimum, the following key stakeholders:

- Amtrak
- Canadian Pacific Railway
- Burlington Northern Santa Fe Railway
- Union Pacific Railroad Company
- Twin Cities & Western Railroad Company
- Union Depot Railroad

B. Geographic Limits

The scope operations and maintenance services shall include all railroad track infrastructure (excepting signal related equipment associated with the two UDR control points) associated with the UDR generally located between Division Street Wye to the east and Jackson Street to the west. This is shown in the Contract Drawings (**Attachment 1**).

C. Background

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 Green Line 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.

UDR comprises the trackage and signal infrastructure located within the RCRRA property limits of the Union Depot. UDR infrastructure includes two tracks abutting a 1300 foot long passenger platform as well as a 500 foot long track for switching of cars on the west side of the depot property and a 1,000 foot long track for car storage and switching on the east side of the RCRRA property. UDR also includes two electronic control points to operate the associated switches and signals for the UDR trackage. Dispatching of the two control points within the RCRRA property will be performed by the BNSF railway.

D. Project Information Contact

Contractors may not contact RCRRA staff or elected officials directly. Noncompliance may disqualify the Contractor. All questions related to the specific project requirements must be submitted in writing by 4:00 PM on Friday, October 11, 2013 to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

Questions may be submitted via facsimile or e-mailed.

Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on October 15, 2013, in the form of addenda. Oral questions will not be accepted. **Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.**

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

II. Scope of Services

A. GENERAL

1. Project and Governance Structure

UDR Track O&M Services Contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The Contractor will report to the RCRRA Program Coordinator and coordinate with other staff as necessary.

2. Schedule and Budget

Project services will be funded with local funds.

RCRRA intends to have this Contract awarded prior to the time of initial commissioning of the UDR signal and track system (anticipated for November-December, 2013). The period of performance is proposed to be 24 months with the possibility of additional service period extensions up to five years from the initial award.

B. TECHNICAL ELEMENTS

Part 1 – Description

1.1 General Description

- A. Project Management and Coordination:
The selected Contractor will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with RCRRA staff and key stakeholders as identified in Section A.
- B. Under this contract, the Contractor shall provide maintenance of the new UDR signal system shown on the Contract Drawings (**Attachment 1**). Maintenance work is categorized as:
1. Initial commissioning observation paid on a lump sum basis;
 2. Routine inspections in accordance with FRA and Amtrak signals (included in the flat monthly rate);
 3. Repair and maintenance, which will be paid on time and material basis.
 4. Materials, which will be paid based upon supplier's invoices with no mark-up.
- C. Initial Commissioning Observation: The Contractor shall participate in the initial commissioning of the UDR trackage to assure the track infrastructure condition is serviceable and so that the Contractor can take over the track infrastructure upon commissioning.
- D. Routine Work: Contractor shall provide tests and inspections to verify these systems, subsystems, assemblies, subassemblies, and components are in compliance with the specifications in Section 1.3 and with all applicable regulatory requirements. Regulatory requirements will be based upon the "Federal Railroad Administration Track and Rail and Infrastructure Integrity Compliance Manual Volume II, Chapter 1 Track Safety Standards" and "Amtrak Limits and Specifications for Track Safety, Maintenance and Construction".
1. All routine inspection labor and associated documentation shall be provided as part of the Contractor's flat monthly rate.
 2. Tests and inspections shall be made at the time of commissioning and thereafter during the length of this contract.
 3. Routine inspection work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct inspections and all tests with complete documentation.
 4. Purchasing, receiving and storage of repair parts prior to incorporation into repair work.
 5. All work shall be coordinated with the UDR Engineer, the person or firm designated by RCRRA and charged with performing the supervisory functions designated herein for the UDR.
- E. Repair Work: Contractor shall provide equipment, materials, and labor on a time and materials basis to make necessary repairs to the trackbed, rail, specialty track or related infrastructure on an as-needed basis.
1. Work is anticipated to include but is not limited the following:

- i. Equipment and utility locates;
 - ii. Response to system malfunctions and calls from UDR, BNSF or Amtrak indicating switches or other system components not operating. These responses will be coordinated with the UDR signal system O&M Contractor;
2. Work shall include costs of the Contractor's personnel, travel, expenses, and any special equipment and assistance required to conduct repairs.
3. Work shall include all necessary disconnecting, reconnecting, and re-commissioning.
4. Provide spare parts for either emergency replacement or inventory as directed by the RCRRA.
5. Contractor shall have a process in place to address trouble calls on a 24/7 basis.
6. Contractor shall be able to have pre-approved staff on site within 2 hours of a trouble call.
7. All work shall be coordinated with the UDR Engineer.
8. Contractor shall provide a detailed estimate to the UDR Engineer for approval prior to beginning any repair.

1.2 Union Depot Railroad Operational Overview

- A. UDR operates in coordination with the BNSF Railway to provide dispatching, with contract firms to provide signal system maintenance (separate Contractor under UDR) and other roadway services (this contract). Amtrak, Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad, and the BNSF Railway all operate trains on track adjacent to the UDR. No Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad, or BNSF Railway trains operate on UDR track except for the Canadian Pacific Railway Holiday Train.
- B. Any reference herein to a dispatcher or central control authority is defined as the BNSF dispatcher for this territory.
- C. All contractors are required to follow the requirements of UDR's On-Track-Safety plan, **Attachment 2**.

1.3 Standards and Regulatory Requirements

- A. Standards – AREMA Signal Manual.
- B. Regulations: Code of Federal Regulations, Title 49, Parts 234 and 236
- C. Amtrak Limits and Specifications for Track Safety, Maintenance and Construction (**Attachment 3**).
- D. Federal Railroad Administration Track and Rail and Infrastructure Integrity Compliance Manual (**Attachment 4**).

1.4 Quality Assurance

- A. Test and inspection procedures shall be subject to the UDR Engineer's acceptance and shall comply with all Amtrak and FRA rules and regulations.
- B. Test equipment of proper type, capacity, range, and accuracy shall be supplied by the Contractor to perform required tests and inspections.
- C. Test equipment used shall be in good working order and properly calibrated within 6 months of the date of the tests. This equipment shall have a sticker on it indicating its calibration date and the agency that performed the calibration.
- D. The UDR Engineer shall have the right to witness any or all field tests conducted. The UDR Engineer shall be notified at least 48 hours prior to each field test. No new part of the signal system shall be placed in service without an authorized representative of the UDR Engineer being present and witnessing the in-service tests.

1.5 Submittals

- A. Contractor shall provide resumes of key staff proposed to provide work for pre-approval. No staff changes are allowed without approval.
- B. The following shall be submitted to the UDR Engineer for acceptance:
 - 1. An outline of the inspections to be performed and scheduled intervals (ie monthly, annual etc.) together with sample forms of test record forms.
- C. The results of each inspection as herein specified, shall be recorded and inspection result documentation shall be furnished to the UDR Engineer within ten days of completion of the test. Certified test results shall also be furnished for tests performed by any subcontractors when such tests are required within these Specifications.

PART 2 - PRODUCTS

2.1 Replacement Parts and Materials

Contractor shall be responsible to obtain replacement parts expeditiously when needed. Contractor shall outline to the UDR proposed method and arrangements in place with suppliers to obtain rail, ties, ballast and specialty track components (i.e. switches and derails). It is not anticipated that an on-site inventory of spare track materials is necessary, however Contractors may request that the UDR approve purchase and storage of critical materials that may be difficult to acquire expeditiously in the event of damage to the track by a significant event such as a derailment. Proposed fees associated with this RFP should NOT include any costs for materials associated with the creation of a spare parts inventory.

PART 3 - EXECUTION

3.1 Field Inspection Procedures

- A. All field inspection reports shall be dated and signed by the responsible employee of the Contractor or subcontractor on the day the test is performed. Space also shall be provided for the signature of the witnessing inspector.
- B. The report shall show the specific inspections performed, required criteria per Amtrak and FRA and the resulting performance of the track infrastructure relative to the criteria. The Contractor shall provide a summary memo for each inspection with proposed action items (if any) identified including estimated labor and material costs and schedule for work.
- C. All inspection, repair and maintenance work shall be scheduled to avoid or minimize operational impacts to the UDR and Amtrak. This may require overnight work or splitting work into multiple windows of activity.
- D. The UDR Engineer will make all final determinations as to the scope of the proposed repair work.

3.2 Field Inspections

- A. Routine inspections and tests shall be based upon applicable Amtrak, FRA and AREMA standards for Class 1 track serving passenger rail operations.
- B. General field inspections related to the trackbed, rail and infrastructure shall be performed on a regularly scheduled basis and include the following:
 - 1. Roadbed: Drainage, vegetation, access roadways, security fences and gates.
 - 2. Track Geometry: gage, alignment, curves, track surface.
 - 3. Track Structure: ballast, cross ties, turnouts, switches and frogs, track crossings, tie plates and rail fastening systems.

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	September 25, 2013
Pre-Proposers Conference (3:00pm)	October 9, 2013
Written Questions Received (4:00pm)	October 11, 2013
Response to Questions Released (4:00pm)	October 15, 2013
Proposals Due (2:00pm)	October 24, 2013
Proposal Review, Shortlist & Oral Interviews	October 31 - November 1, 2013
RCRRA Approval	November 12, 2013
Contract Negotiations	November 12, 2013-19, 2013
Contract Award and Notice to Proceed	November 19, 2013

B. Project Scope of Services Period

RCRRA intends to have this Contract awarded prior to the time of initial commissioning (anticipated for November-December, 2013). The period of performance is proposed to be 24 months with possibility of additional service period extensions up to five years from the initial award.

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 Ramsey County, 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 2 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 Contractors 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 Contractor'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 operating and maintaining railroad track infrastructure.
- d. Depth of staff resources to work on multiple projects at the same time.

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. Budget

- a. Proposed lump sum amount for Initial commissioning observation
- b. Proposed Monthly lump sum rate for routine inspection activities
- c. Proposed rates for hourly on-call services:
 - i. Hourly budget broken down by specific staff, by firm, and by task
 - ii. Current audited hourly rates for staff
 - iii. Current audited overhead rates for all team member firms
 - iv. Include an estimate of reimbursable direct expenses and specify the expenses (i.e. estimated single trip charge).

8. 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. RCRRRA reserves the right to request such other information or reports necessary to establish evidence of adequate financial stability.

9. Conflict of Interest

Please identify any potential conflicts of interest.

B. Proposal Submission Process

Notice to Contractors:

- Upon submission, all proposals become the property of the RCRRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- RCRRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
- RCRRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- RCRRRA is not bound to accept the lowest cost proposal.
- Contractors are held legally responsible for their proposals and proposal budgets. Contractors 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.
- RCRRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRRA deems to be in its best interests.
- RCRRRA 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

Contractors are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on Friday, October 11, 2013 to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

Questions should be submitted via email.

Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on Tuesday, October 15, 2013, in the form of addenda. Oral questions will not be accepted. Contractors 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 3:00pm at Union Depot (214 E. 4th Street, St. Paul, MN 55101) on Wednesday, October 9, 2013. Attendance at this Conference is not mandatory.

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

C. Submission

Proposals are due by 2:00 p.m. on Thursday, October 24, 2013, and must be submitted to:

Kyle Baaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102
Kyle.baaler@co.ramsey.mn.us
T: 651-266-8078
F: 651-266-8070

Faxed or emailed proposals will not be accepted.

The response must include original and 5 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 RCRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.

RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractors in the preparation of their proposals. Contractors shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Contractor 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 Contractor 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. RCRRA reserves the right to waive any minor irregularities in the proposal request process.
2. RCRRA reserves the right to interview any or all proposers at its discretion.
3. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of Appendix A.
4. The Proposal Evaluation Team may be comprised of staff representatives from following agencies: RCRRA, Canadian Pacific Railway, Burlington Northern Santa Fe Railway and design consultants. Others may be added at the discretion of RCRRA.
5. RCRRA 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 respond in a timely fashion to on-call requests for service from RCRRA

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

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.

RCRRA reserves the right to award a contract for the Union Depot Railroad Signal O&M Services to other than the low bidder or proposer.

B. Contract

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

The agreement will include the following payment provisions:

- Initial commissioning observation paid on a lump sum basis;
- Routine inspections in accordance with FRA and Amtrak signals (included in the flat monthly rate);
- Repair and maintenance, which will be paid on time and material basis.
- Materials, which will be paid based upon supplier's invoices with no mark-up
- "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 and performance of on-call time and materials based services."
- 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, 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 Contractor shall provide a certificate of insurance acceptable to the Ramsey County Attorney evidencing, at a minimum, the coverage required by the provisions of **Appendix B and Appendix C**.

VI. Additional Information

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

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

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contacts following issuance of the RFP until submission of proposals is through the Ramsey County Procurement Specialist. 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 Ramsey County Procurement Specialist 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 Ramsey County Procurement Specialist by a vendor, RCRRA staff, elected officials or evaluation team members may meet jointly with staff from the Ramsey County Procurement Specialist and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the RCRRA's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

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

1. After the proposal submission date, RCRRA 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 Ramsey County Procurement Specialist 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. RCRRA will coordinate preparation of the summaries and documentation for RCRRA 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 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 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 RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which 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

Contractor shall purchase and maintain such insurance as identified in **Appendix C**.

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

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

RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by RCRRA. In the event that RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons 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

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 RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise RCRRA whether Contractor will or will not resign from the other engagement or representation.

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. 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 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.

Appendix C
RCRRA INSURANCE REQUIREMENTS
Construction, Track Maintenance and Demolition Contractors

1. **DEFINITIONS**

In these Insurance Requirements, "RCRRA" shall mean Ramsey County Regional Railroad Authority, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation "Contractor" shall mean the party providing construction, track maintenance and demolition services on, over, under or adjacent to the railroad tracks, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor.

2. **INSURANCE**

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to RCRRA and Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of RCRRA's and/or Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors provided the evidence of insurance submitted by Contractor to RCRRA or Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to RCRRA and Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as RCRRA or Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

If the contractor is considered to be a railroad, then the contractor should provide evidence of Federal Employers Liability Act (FELA) with limits of not less than \$10 million.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability

coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/Underground (X-C-U) applicable or added.

The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. **Railroad Protective Liability (RRP) Insurance** covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to RCRRA and Amtrak prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Insurance policies of Contractor, its contractors and subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of RCRRA, Amtrak and Contractor.
6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with RCRRA, National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two (2) years following RCRRA's and Amtrak's acceptance of the completion of all Operations to be performed.
7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to RCRRA and Amtrak. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have limits of liability of not less than \$2 million per claim and \$2 million in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against RCRRA, Amtrak, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

10. **Punitive Damages** Unless prohibited by law, no liability insurance policies required above shall contain exclusion for punitive or exemplary damages.
11. **Claims-Made Insurance** If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:
- a. *The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);*
 - b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
 - d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.
12. **Evidence of Insurance** Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 Fourth Street E
St. Paul, MN 55101

Director I&C Projects
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

ATTACHMENT 1: UNION DEPOT TRACK PLANS

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Contractors are referred to Construction Drawings attached to this RFP for detailed information related to the signal system and track infrastructure included in the operations and maintenance scope of services.

ATTACHMENT 2: ON-TRACK SAFETY PROGRAM

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Contractors are referred to the On-Track Safety Program attached to this RFP for detailed information related to the safety program requirements of the Union Depot Railroad. Contractors will be required to adhere to all of the conditions outlined in the Union Depot Railroad On-Track Safety Program while performing duties associated with this contract.

**ATTACHMENT 3: AMTRAK: LIMITS AND SPECIFICATIONS FOR TRACK SAFETY,
MAINTENANCE AND CONSTRUCTION**

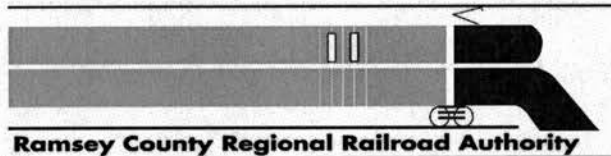
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Contractors are referred to the Amtrak Limits and Specifications for Track Safety, Maintenance and Construction attached to this RFP for detailed guidance and requirements for inspection and maintenance of track infrastructure that will be part of the inspection and maintenance activities associated with this contract.

ATTACHMENT 4: FRA CRITERIA

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Contractors are referred to the Federal Railroad Administration Track and Rail Infrastructure Integrity Compliance Manual attached to this RFP for detailed guidance and requirements for inspection and maintenance of track infrastructure that will be part of the inspection and maintenance activities associated with this contract.



Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY

October 15, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the October 15, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 24, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

Board Action Requested:

- 1) Approve Amendment No. 2 to MnDOT Agency Agreement No. 98171 with MnDOT to reduce the amount of federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
- 2) Authorize the Chair to execute Amendment No. 2.

2. Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot.

Board Action Requested:

- 1) Approve an Easement for the BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control tower, and related underground cabling at Union Depot, in a form substantively comparable to the draft Easement, and in a form to be approved by the County Attorney's Office.
- 2) Authorize the Chair to execute the Easement.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 24, 2013

The Ramsey County Regional Railroad Authority met with the following members present: Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Absent: Huffman - 1. Also present were Julie Kleinschmidt, Ramsey County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:45 A.M.

AGENDA

Commissioner McGuire moved approval of the Agenda of the September 10, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the August 20, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.

PRESENTATION OF AN AWARD

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, presented an award to the Ramsey County Regional Railroad Authority for the American Public Works Association Project of the Year Award for Historical Restoration and Preservation, of more than \$75 million in value, for the Union Depot Multimodal Transit Center.

Chair McDonough said he thinks we will have a wall full of these awards because of the recognition it has received for the quality of the work, the partnerships we have built to advance our project. We continue to receive a tremendous amount of feedback on its success.

1. Riverview Corridor Policy Advisory Committee

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

Chair McDonough said there will be two amendments to this resolution. First, to note that Commissioner Ortega will not only be the Ramsey County Regional Railroad Authority (RCRRA) representative of the Riverview Corridor Policy Advisory Committee, but he will also be the Chair of the committee. Second, to note that Commissioner McDonough will be the alternate representative for RCRRA.

Roll Call: Ayes - McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.
R13-30

WHEREAS, The Ramsey County Regional Railroad Authority has supported the development of transit options that best serve the needs of county residents; and

WHEREAS, The Riverview Corridor is a transitway corridor connecting Union Depot in downtown St. Paul with the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, The City of St. Paul in resolution RES 13-113, dated 1/23/13 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed Resolution R13-19 authorizing \$1.5 million to complete a Pre-Project Development Study under MAP 21, to determine if the Riverview Corridor should receive a higher level of transit investment than what is currently identified for the corridor; and

WHEREAS, A Policy Advisory Committee with membership that is geographically balanced, that includes residents, businesses, policy makers, and agencies is necessary to provide guidance to the Ramsey County Regional Railroad Authority on the Pre-Project Development Study; and

WHEREAS, the following members have been identified for the Policy Advisory Committee:

- Ramsey County Regional Railroad Authority - Rafael Ortega, Chair; Jim McDonough, Alternate
- Hennepin County Regional Railroad Authority - Peter McLaughlin
- City of St. Paul - Paul Williams
- City of St. Paul - Chris Tolbert
- City of St. Paul - Dave Thune
- City of Minneapolis - Peter Wagenius
- City of Bloomington - Tim Busse
- Neighborhood Business Representative- Pat Mancini
- St. Paul Area Chamber of Commerce - Matt Kramer
- Metropolitan Council - Jon Commers
- Community Representative - Laurel Severson
- Metropolitan Airports Commission - Pat Harris
- Minnesota Department of Transportation - Scott McBride

Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the members of the Riverview Corridor Policy Advisory Committee.

2. Amendment Two to the Memorandum of Agreement with the City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

Commissioner Ortega moved approval of following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.
R13-31

WHEREAS, The City of Saint Paul entered a Memorandum of Agreement with the Metropolitan Council and Ramsey County Regional Railroad Authority for funding from the Environmental Protection Agency from its Brownfield Assessment Grant Program to evaluate environmental conditions along the Central Corridor; and

WHEREAS, The Environmental Protection Agency awarded the City of Saint Paul with its collation partners a Brownfield Assessment Grant in August 2009, to be completed by September 30, 2013; and

WHEREAS, The scheduled completion of the work is now March 30, 2014 as approved by the Environmental Protection Agency, Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority approves Amendment Two to the Memorandum of Agreement between the City of Saint Paul, Metropolitan Council and Ramsey County Regional Railroad Authority for the Brownfields Assessment Coalition; and, Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment.

3. Union Depot Railroad On Track Safety Program Adoption

Commissioner Ortega moved approval of following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.
R13-32

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for track and signal operations and maintenance on its property which consists of the Class 1 track located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

WHEREAS, Through the Union Depot Railroad, The Ramsey County Regional Railroad Authority is committed to operating a safe and efficient railroad with a goal of a 100 percent accident/incident free railroad; and

WHEREAS, This goal is best achieved through the adoption of an On Track Safety Program in accordance with Federal Railroad Administration regulations that serves as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway works or roadway maintenance machines; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Railroad On Track Safety Program, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and provide a safe and reliable environment in the workplace.

4. Requests for Proposals for Union Depot Railroad Signal Operations and Maintenance

Commissioner Rettman moved approval of following resolution, seconded by Commissioner Carter. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.
R13-33

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for signal operations and maintenance on its property which consists of the Class 1 track located within Ramsey County Regional Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

WHEREAS, The services of a contractor to complete signal operations and maintenance for the Union Depot Railroad is necessary to operate and maintain the signal system in accordance with Federal Railroad Administration regulations; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Union Depot Railroad Signal Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

5. Requests for Proposals for Union Depot Railroad Track Operations and Maintenance

Commissioner Carter moved approval of following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.

R13-34

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the fourth quarter of 2013; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for track operations and maintenance on its property which consists of the Class 1 track located within Ramsey County Regional Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

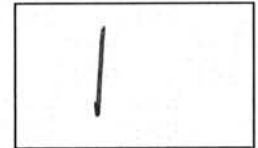
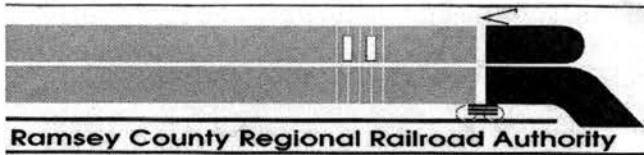
WHEREAS, The services of a contractor to complete track operations and maintenance for the Union Depot Railroad is necessary to operate and maintain the track system in accordance with Federal Railroad Administration regulations; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Union Depot Railroad Track Operations and Maintenance, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a contractor.

CORRIDOR UPDATES

- Rush Line Corridor
Commissioner Reinhardt reported that the Rush Line Task Force met last week on Thursday, September 19, which was attended by two state legislators, as well as Metro Transit and MnDOT to discuss MnPASS. She added that the Rush Line Pre-Project Development Study Requests for Proposals was released and a vendor will be selected in November.
- I-35 W Corridor
Commissioner McGuire reported that at the last I-35W Corridor Coalition they received updates on their partnerships, funding, and plans to alleviate the congestion on I-35W.
- Gateway Corridor
Commissioner Ortega reported that they are moving ahead with community involvement, as well as reviewing the alternatives for the second phase. They are also focusing on bringing in businesses to be "champions" for the corridor.

There being no further business, Chair McDonough declared the meeting adjourned at 10:58 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **10/15/2013**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved an agreement with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. For the Union Depot project, Mn/DOT is assigned as agent. Mn/DOT requires an agency agreement with the local unit of government to describe the administration of the federal funds process and the responsibilities of the parties.

Procedurally, the use of agency agreements and amendments has been used in an effort to collaborate with Mn/DOT and the Federal Highway Administration to leverage all federally eligible funds and allow for flexibility in use of the federal funds. Agency agreements are used by Mn/DOT to assign federal funds to specific project costs and amendments to these agreements are necessary to reassign federal funds to other project costs when needed. The agency agreements do not affect the total amount of federal funding awarded to RCRRA.

Agency Agreement No. 98171 between the RCRRA and Mn/DOT was approved by the RCRRA on February 2, 2011 for federal funding in an estimated amount of \$9,125,000. This amount was identified for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Amendment No. 2 to MnDOT Agency Agreement No. 98171 with MnDOT to reduce the amount of federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
2. Authorize the Chair to execute Amendment No. 2.

SUBJECT: Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

EXECUTIVE SUMMARY (cont.)

On May 7, 2013, RCRRA approved Amendment No. 1 to Mn/DOT Agency Agreement No. 98171 to increase the amount of federal funding to \$14,750,000 for Class 1 Railroads to design and construct necessary revision to existing track configurations to allow proposed services to the Depot facility. The amount consists of \$1,000,000 in TIGER funds eligible for railroad design work, and \$13,750,000 in Federal Railroad Administration funds eligible for railroad construction work.

This second amendment to Mn/DOT Agency Agreement No. 98171 reduces the amount of the agency agreement from \$14,750,000 to \$13,968,596.55. This reduction is due to the expiration of TIGER funds. \$218,596.55 of design costs were expended and reimbursed using TIGER funds. The remaining balance of the TIGER funds (\$781,403.45), was reassigned for construction costs of the Union Depot rehabilitation and renovation project.

This amendment does not affect the total amount of federal funding awarded to RCRRA. It is a reassignment of \$781,403.45 of TIGER funds to be used for construction costs of the Union Depot instead of Class 1 Railroad design work.

SUBJECT: Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

ATTACHMENTS:

1. RCRRA Resolution No. R10-54, dated 11/16/10
2. RCRRA Resolution No. R11-10, dated 2/1/11
3. RCRRA Resolution No. R13-18, dated 5/7/13
4. Proposed Amendment No. 2 to MnDOT Contract No. 98171

PREVIOUS ACTION:

Resolution R10-54, dated 11/16/10, approved an Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project.

Resolution R11-10, dated 2/1/11, approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

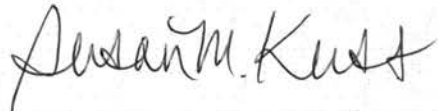
Resolution R13-18, dated 5/7/13, approved Amendment No. 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project - Class 1 Railroads

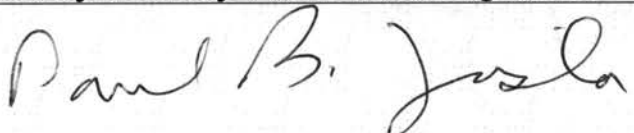
COUNTY MANAGER'S COMMENTS:

This amendment is required for the receipt of Federal funding for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

SUBJECT: Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

Regional Railroad Authority – Authorized Signature	Date
	10/9/13

Finance – Authorized Signature	Date
	10/9/13

County Attorney – Authorized Signature	Date
	10/7/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

DRAFT RESOLUTION

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

3
4 WHEREAS, Federal funding has been appropriated to support the project through the
5 Minnesota Department of Transportation; and

6
7 WHEREAS, An Agency Agreement is required between the Minnesota Department of
8 Transportation and the Ramsey County Regional Railroad Authority for the administration of the
9 Federal funds; and

10
11 WHEREAS, Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation
12 is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent,
13 federal aid funds which may be made available for eligible transportation related projects; and

14
15 WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement
16 No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated
17 amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing
18 track configurations to allow proposed services to the Depot facility; and

19
20 WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to
21 Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal
22 funding of the Union Depot Project - Class 1 Railroads to increase the amount of Agency
23 Agreement No. 98171 to \$14,750,000 for design and construction of track and signal
24 improvements with increased estimated costs; and

25
26 WHEREAS, A portion of the TIGER funds to be used for the design work has expired and
27 reduces the amount of Agency Agreement No. 98171 to \$13,968,596.55; Now, Therefore Be It

28
29 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 2
30 to MnDOT Agency Agreement No. 98171 with MnDOT to reduce the amount of federal funding to
31 an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary
32 revisions to existing track configurations to allow proposed services to the Depot facility; and Be It
33 Further

34
35 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
36 execute Amendment No. 2.
37
38

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: R10-54

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the Agency Agreement with the Minnesota Department of Transportation for Federal funding of the Union Depot project; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☐	☐	<i>Absent</i>
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Jan Parker	☒	☐	☐
Jim McDonough	☒	☐	☐

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 1, 2011 No.: R11-10

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; Now, Therefore Be It

RESOLVED, That pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By:

Tony Bennett
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 1, 2011

No.: R11-10

STATE OF MINNESOTA COUNTY OF RAMSEY))SS

I, Bonnie C. Jackelen, Chief Clerk-County Board, duly appointed and qualified for Ramsey County, Minnesota, do hereby certify that the foregoing is a true and correct copy of Resolution R11-10, adopted by the Ramsey County Regional Railroad Authority on February 1, 2011.

Dated at St. Paul, Minnesota, this 1st day of February, 2011.


Bonnie C. Jackelen
Chief Clerk – County Board

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 7, 2013 No.: R13-18

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agreements have been executed between the RCRRA and the three railroads (BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad) for design and construction of track and signal improvements with increased estimated costs; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 1 to MnDOT Contract No. 98171 with MnDOT to increase the amount of federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 1.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Toni Carter	✓		
Blake Huffman	✓		
Mary Jo McGuire	✓		
Rafael Ortega	✓		
Victoria Reinhardt	✓		
Janice Rettman	✓		
Jim McDonough	✓		

Jim McDonough, Chair

By: 

Blake Huffman, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

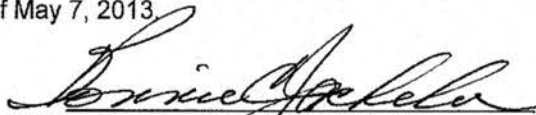
Date: May 7, 2013

No.: R13-18

STATE OF MINNESOTA COUNTY OF RAMSEY))SS

I, Bonnie C. Jackelen, Chief Clerk-County Board, duly appointed and qualified for Ramsey County, Minnesota, do hereby certify that the foregoing is a true and correct copy of Resolution R13-18, adopted by the Ramsey County Regional Railroad Authority on May 7, 2013.

Dated at St. Paul, Minnesota, this 7th day of May 7, 2013.



Bonnie C. Jackelen
Chief Clerk - County Board

AMENDMENT NO. 2 TO MnDOT CONTRACT NO. 98171

Contract Start Date:	12/17/2010	Original Contract Amount:	\$ 9,125,000.00
Original Contract Expiration Date:	02/07/2016	Previous Amendment(s) Total:	\$ 5,625,000.00
Current Contract Expiration Date:	02/07/2016	Current Amendment Amount:	\$ - 781,403.45
New Contract Expiration Date:	02/07/2016	Total Amended Contract Amount:	\$ 13,968,596.55

Federal Project Number: UDMT 6211(122)

State Project Number (SP): 091-595-025 AND 091-595-027

Project Identification: Railroad force account work for the Union Depot Multimodal Project

This Amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and [Ramsey County Regional Rail Authority] ("RCRRA").

Recitals

1. MnDOT has a Contract with RCRRA identified as MnDOT Contract Number 98171 ("Original Contract"). The RCRRA designates Mn/DOT to act as its agent to accept and disburse federal funds made available for the Project.
2. Contract is being amended to actual costs for which Tiger funding was used.
3. MnDOT and RCRRA are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted Contract terms will be ~~struck out~~ and the added Contract terms will be **bolded** and underlined.

REVISION 1. I. B. is amended as follows:

ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$14,750,000 **\$13,968,596.55**.

1. It is anticipated that the first \$1,000,000 **\$218,596.55** reimbursed for this project shall be Tiger Discretionary Grant funds, which are 100% reimbursable and require no match. The FRA funds require a 20% match. The remaining costs are to be reimbursed with FRA funds 80% (up to \$11,000,000) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 20% will credited as soft match related to the value of the real estate purchase of the depot property. The RCRRA will pay any part of the cost or expense of the work that the FHWA does not pay.

REVISION 2. I. B. 6. is amended as follows:

For costs expected to exceed \$14,750,000 **\$13,968,596.55**, the RCRRA must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

The terms of the Original Contract and all previous Amendments are expressly reaffirmed and remain in full force and effect. The Original Contract and all previous Amendments are incorporated into this Contract by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous Amendments remain in full force and effect.

RCRRA

RCRRA certifies that the appropriate person(s) have executed the Amendment on behalf of RCRRA as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

By: _____

Title: _____ State Aid Engineer _____

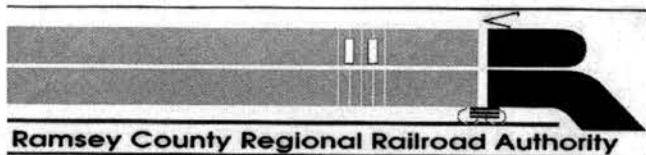
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

12



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **10/15/2013**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot

EXECUTIVE SUMMARY

The Burlington Northern Santa Fe Railroad Corporation (BNSF) is responsible for managing the cooperative use of train trackage by freight and passenger rail providers in the area of the Union Depot. Railroad traffic control and signalization is necessary to safely manage rail traffic at switch locations where Union Depot rail lines come together with commercial rail lines. The safest, most accessible and least obstructive site at which to locate a railroad traffic control and signalization bungalow and Positive Train Control (PTC) tower is within Ramsey County Regional Railroad Authority (RCRRA) property at Union Depot. The signalization bungalow consists of a small building (typically 50-200 square feet) that is adjacent to railroad track. It is used to house electrical communications equipment for the signalization of the railroad. A PTC Tower (typically a monopole of less than 50') is situated adjacent to the bungalow and provides for monitoring and controlling train movements to provide increased safety. The identified location is near the point at which Union Depot trackage converges with commercial trackage in the Eastern portion of the Union Depot property.

An easement from RCRRA to BNSF is necessary to allow for the installation of the bungalow, tower and related underground control cabling. The easement is a direct benefit for enabling RCRRA to accomplish the Union Depot project. RCRRA will remain in possession of the fee title to the premises and the easement is terminable. RCRRA recommends approval of the easement.

ACTION REQUESTED

1. Approve an Easement for the BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control tower, and related underground cabling at Union Depot, in a form substantively comparable to the draft Easement, and in a form to be approved by the County Attorney's Office.
2. Authorize the Chair to execute the Easement.

SUBJECT: Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot

ATTACHMENTS:

Draft Easement Agreement

PREVIOUS ACTION:

None.

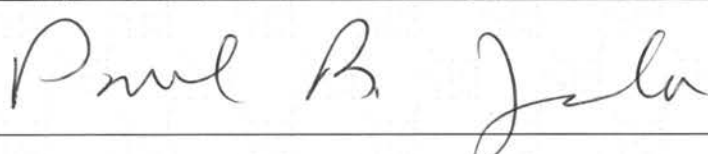
COUNTY MANAGER'S COMMENTS:

This Easement provides the most accessible and least obstructive location for a Railroad Traffic Control and Signalization Bungalow, and related underground cabling, which is necessary to the safe management of railroad traffic at the Union Depot.

**SUBJECT: Easement for BNSF Railroad Traffic Control and Signalization Bungalow,
Positive Train Control Tower and related cabling at Union Depot**

Regional Railroad Authority – Authorized Signature	Date
	9/4/13

Finance – Authorized Signature	Date
	8/29/13

County Attorney – Authorized Signature	Date
	9/13/13

Property Management – Authorized Signature	Date

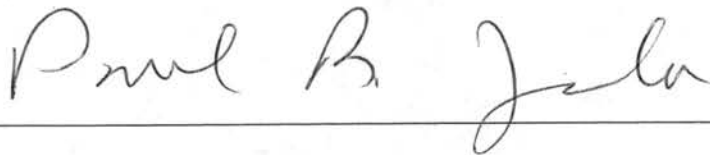
Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot

Regional Railroad Authority – Authorized Signature	Date
	9/4/13

Finance – Authorized Signature	Date
	8/29/13

County Attorney – Authorized Signature	Date
	9/13/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot

Draft Resolution

1 WHEREAS, The Burlington Northern Santa Fe Railroad Corporation ("BNSF") is
2 responsible for managing the cooperative use of train trackage by freight and passenger rail
3 providers in the area of the Union Depot; and
4

5 WHEREAS, Railroad Traffic Control and Signalization is necessary to safely manage rail
6 traffic at switch locations where Union Depot rail lines come together with commercial rail lines;
7 and
8

9 WHEREAS, The safest, most accessible and least obstructive site at which to locate a
10 Railroad Traffic Control and Signalization Bungalow is within Ramsey County Regional Railroad
11 Authority property at Union Depot; and
12

13 WHEREAS, An Easement from Ramsey County Regional Railroad Authority to BNSF is
14 necessary to allow for the installation of the Bungalow and related underground control cabling;
15 and
16

17 WHEREAS, The easement is a direct benefit for enabling RCRRA to accomplish the Union
18 Depot project; and
19

20 WHEREAS, The Ramsey County Regional Railroad Authority will remain in possession of
21 the fee title to the premises and the Easement is terminable; Now, Therefore, Be It
22

23 RESOLVED, The Ramsey County Regional Railroad Authority approves an Easement for
24 the BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control tower, and
25 related underground cabling at Union Depot, in a form substantively comparable to the draft
26 Easement, and in a form to be approved by the County Attorney's Office; And Be It Further
27

28 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
29 execute the Railroad Traffic Control and Signalization Easement.

DRAFT

Attachment

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is entered into by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("**RCRRA**"), and BNSF Railway Company, a Delaware corporation ("**Grantee**"), as of the ____ day of _____, 2013.

RECITALS

WHEREAS, RCRRA is the fee owner of that certain parcel of land located in the City of St. Paul, County of Ramsey, State of Minnesota, legally described on attached **Exhibit A** (the "**Property**"); and

WHEREAS, Grantee desires to install, operate, maintain and have a Railroad Traffic Control and Signalization Bungalow, a positive train control (PTC) tower, and a related underground system of cables, wires and conduits, including possible above ground markers (collectively the "**Facilities**") within the area of the Property as generally shown on attached **Exhibit B** (the "**Easement Area**"); and for the purpose of providing railroad traffic signalization and control uses in connection with railroad operations and activities serving the Property and in connection with the railroad operations of Grantee and other railroad businesses and providers; and

WHEREAS, RCRRA and Grantee desire and intend that RCRRA grant to Grantee, and that Grantee accept, an easement within the Easement Area for the Facilities according to the covenants and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and conditions contained herein, RCRRA and Grantee hereby agree as follows:

1. **Recitals.** The Recitals above are incorporated in this Agreement.
2. **Grant of Easement.** RCRRA hereby grants to Grantee an easement (the "**Easement**") to use the Easement Area for, and only for, the purposes described in this Agreement, including in **Exhibit C** (the "**Additional Conditions**"), subject to the conditions and requirements stated herein and in the Additional Conditions, which are incorporated herein and made a part hereof as if explicitly set forth herein. The purpose of the Easement is (i) to provide for the Facilities to be constructed and maintained above and underground and within the Easement Area, and (ii) for installing, constructing, reconstructing, operating, maintaining, altering, replacing, relocating, and removing the Facilities which shall only be for Railroad Traffic Control and Signalization purposes and uses (collectively, "**Grantee's Use**"). In addition to Grantee, any person or entity authorized by Grantee shall without further action by any party be authorized to use the Easement Area; *provided, however*, such use shall be subject to and in compliance with the terms and provisions of this Agreement.

5

3. Interest in the Easement Area. The Easement is non-exclusive, and grants to Grantee no right, title, or interest in the Easement Area except as set forth in this Agreement. Grantee shall have rights to the Property's surface and subsurface as necessary for the installation, maintenance, operation, and repair of the Facilities (including the right to place the bungalow, PTC radio tower, and above-ground markers on the Easement Area). RCRRA agrees that it shall not grant to any additional parties any rights of access or use of the Easement Area that interferes with Grantee's Use of the Easement Area. Grantee shall have 24-hour access across the Easement Area for the installation, construction, maintenance and repair of the Facilities. Grantee shall have the uninterrupted right to use the gate to the Property and the service road shown on attached Exhibit B, which provide access to the Easement Area. Notwithstanding the foregoing, upon commercially reasonable prior written notice to Grantee, RCRRA shall have the right to designate reasonable alternative access route(s) to the Easement Area. RCRRA will provide Grantee with a key or pass code to the gate. Grantee will use the key (pass code) and gate in accordance with the reasonable requirements of RCRRA, and will maintain the security of the gate and key (pass code). Grantee's access to and use of the Easement Area shall not unreasonably interfere with or impair RCRRA's use of the Property or Easement Area, including, but not limited to, "**RCRRA's Use**," as further defined in the Additional Conditions; provided, however, that RCRRA's Use may not interfere with Grantee's Use of the Easement Area.

4. Term. The Easement is perpetual, except that it is and shall be, subject to RCRRA's and Grantee's rights to terminate this Agreement as provided in **Section 15 below**, or as otherwise provided in the Additional Conditions or elsewhere in this Agreement.

5. As Is Where Is. RCRRA makes no promises or warranties regarding the condition of the Easement Area or suitability of the Easement Area for Grantee's purposes. Except as provided in Exhibit C, RCRRA is not obligated to undertake any improvements or any repairs to the Easement Area, or to complete any maintenance of the Easement Area. Except as otherwise provided herein, upon any use of the Easement Area by Grantee in connection with this Agreement, Grantee shall be deemed to have accepted the Easement Area, **AS IS WHERE IS**, and the condition thereof in all respects. Except as otherwise provided herein, Grantee further affirms that the grant of the Easement is **AS IS WHERE IS**.

6. Alterations/Removal of Facilities. Except as shown or stated on attached Exhibits B and C, Grantee shall not make any alterations or changes to the Easement Area without the express written consent of RCRRA (which consent shall not be unreasonably conditioned, delayed, or withheld). At the termination of this Agreement, Grantee shall, at Grantee's sole cost and expense, remove any improvements (including the Facilities) made to the Easement Area by Grantee, and repair any damage caused by the installation or removal of such improvements, ordinary wear and tear excepted, without causing any liens to be placed upon the Easement Area or Property. Notwithstanding anything in this Agreement to the contrary, Grantee may, upon the termination of this Agreement, request in writing to RCRRA that Grantee be authorized to abandon-in-place all or certain portions of Grantee's improvements in the Easement Area, which RCRRA may consent to allow some or all of such improvements to remain in the Easement Area, in RCRRA's sole discretion. Any of the Grantee's improvements (if any) that RCRRA agrees, in writing, to allow to remain in the Easement Area shall

automatically be deemed the property of RCRRRA, with title thereto passing immediately to RCRRRA at no cost to RCRRRA. Any property of Grantee that RCRRRA does not elect to retain and that is not removed within a commercially reasonable period of time following the termination of this Agreement will be deemed the property of RCRRRA without compensation to Grantee and may be removed or used by RCRRRA in its sole discretion; provided, however, that RCRRRA may charge Grantee for the reasonable cost of removing any of the improvements of Grantee left on the Easement Area without RCRRRA's permission.

7. Maintenance of Easement Area During the Term. Grantee shall not commit or cause any waste, damage, or injury to the Easement Area or Property, and shall promptly at its sole cost and expense repair any damage to the Easement Area caused by, or in connection with, Grantee's Use or occupancy of any of the Easement Area or Property.

8. RCRRRA's Right to Enter and Inspect. RCRRRA, its employees and its agents shall have the right to enter the Easement Area at all reasonable times upon reasonable notice to Grantee for the purpose of inspecting the Easement Area; provided, however, in no event shall RCRRRA alter or otherwise interfere with the Facilities without the prior consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion; subject to §3.2 of the ADDITIONAL CONDITIONS TO EASEMENT. Nothing in this section shall be interpreted as requiring RCRRRA to perform any such acts independent of the requirements of the other provisions of this Agreement. RCRRRA shall also be permitted to enter the Easement Area for the purpose of posting notices of non-responsibility for alterations, additions or repairs.

9. Touch and Concern; Assignment. The Easement granted herein shall touch and concern and run with the land, and shall be binding upon RCRRRA and Grantee and their permittees, successors and assigns. Grantee may assign its rights under this Agreement without the consent of RCRRRA to an affiliated entity or to a successor-in-interest of all or substantially all of Grantee's business or assets.

10. Insurance. Grantee shall obtain and maintain the insurance that is required by the provisions and requirements stated in Exhibit C.

11. Indemnification. Each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all third-party claims, demands, causes of action, losses, liabilities, damages, or costs (including the cost of defending against the foregoing and reasonable attorneys' fees) resulting or occurring from such party's use of the Easement Area pursuant to this Agreement, except to the extent any of the foregoing result or occur from the negligence or intentional acts of the other party or any of its employees, agents, contractors, subcontractors, guests, invitees, or licensees. This **Section 11** shall survive the termination of this Agreement.

12. Damage or Destruction of Easement Area. In the event the Easement Area is damaged, or there is any casualty as to make the Easement Area impracticable or unsuitable for Grantee's Use, this Easement may be terminated at the option of either party upon written notice. In no case shall RCRRRA be required to restore the Easement Area to a condition suitable for Grantee's continued use, though RCRRRA may do so if it so elects at its sole discretion.

7

13. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a hazardous substance pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, orders, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. Grantee shall not permit or conduct the generation, treatment, storage or disposal on, in or about the Easement Area or Property of any hazardous substances in violation of any environmental requirements. Grantee shall indemnify and defend RCRRA against and hold RCRRA harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorneys' fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Easement Area or Property as a result of the acts or omissions of Grantee. RCRRA shall indemnify and defend Grantee against and hold Grantee harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorneys' fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Easement Area or Property (i) as a result of the acts or omissions of RCRRA, or (ii) that exist prior to the date hereof.

14. Signs. Grantee shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner, or other exterior decoration on the Easement Area, except that if requested by RCRRA Grantee shall place at the Easement Area signage providing notice of the existence of the Facilities, which signage shall be submitted to RCRRA for review and approval before it is installed, which review and approval shall not be unreasonably conditioned, delayed, or withheld.

15. Termination; Default.

- a. Termination by RCRRA. RCRRA may terminate this Agreement in its sole and absolute discretion, upon sixty (60) days' prior written notice to Grantee, for any of the following reasons:
 - i. Grantee's discontinuation of the use of the Facilities for a period of twelve (12) consecutive months or if the Facilities are not in use for the purposes of this Easement beyond any applicable grace or cure period.

- ii. A failure by Grantee to observe and perform any other material provision of this Agreement to be observed or performed by Grantee, where such failure continues for sixty (60) days after written notice thereof by RCRRA to Grantee; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such sixty (60) day period, Grantee shall not be deemed to be in default if Grantee shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- iii. The making by Grantee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Grantee of a petition to have Grantee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Grantee, the same is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Grantee's assets located at the Easement Area or of interest in this Easement, where possession is not restored to Grantee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Grantee's assets located at the Easement Area or of Grantee's interest in this Agreement, where such seizure is not discharged within forty-five (45) days.

In the event of any such material default or breach by Grantee, RCRRA may at any time thereafter without limiting RCRRA in the exercise of any right or remedy at law or in equity which RCRRA may have by reason of such default or breach.

- b. Termination by Grantee. Grantee shall have the right to terminate this Agreement and the Easement at any time and for any reason upon written notice to RCRRA, which notice shall be effective when and as provided in **Section 16 below** of this Agreement.
- c. RCRRA Default. RCRRA shall be in default of this Agreement if it fails to observe and perform any material provision of this Agreement to be observed or performed by RCRRA, where such failure continues for thirty (30) days after written notice thereof by Grantee to RCRRA; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, RCRRA shall not be deemed to be in default if RCRRA shall within such period commence such cure and thereafter diligently prosecute the same to completion. In the event of any such material default or breach by RCRRA, Grantee may at any time thereafter exercise any right or remedy at law or in equity which Grantee may have by reason of such default or breach by RCRRA.

16. Miscellaneous.

- a. Notices. Any notice or election required or permitted to be given or served by any party upon any other party shall be deemed given or served in accordance with the provisions of this Agreement, if said notice or election is delivered (i) personally, (ii) by a reliable overnight courier service with delivery verification, or (iii) if mailed in a sealed wrapper by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

Grantee:

BNSF Railway Company
2500 Lou Menk Drive AOB-3
Fort Worth, Texas 76131-2830
Attn: Charlie Keltner

RCRRA:

Ramsey County Regional Railroad Authority
Union Depot
214 Fourth Street
Suite 200
St. Paul, MN 55101
Attn: Timothy A. Mayasich, Director

Each such mailed notice or communication shall be deemed to have been given to, or served upon, the party to whom or to which addressed on the date the same (i) is served, (ii) is deposited in the United States certified mail, return receipt requested, postage prepaid, or (iii) is received via overnight courier service, properly addressed in the matter above provided.

- b. Compliance with Laws and Regulations. Grantee shall obtain all licenses and permits required by any governmental authority for its use of the Easement Area, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Easement Area. RCRRA, at no cost, expense, or liability to RCRRA, agrees to cooperate with Grantee to obtain all such necessary licenses and permits. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall be deemed a submission by Grantee to the jurisdiction of any state or local body or a waiver of the preemptive effect of any state or federal law.
- c. Non-Waiver. No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such

party. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Agreement by the other party hereto shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

- d. Relationship of the parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRR and Grantee, it being expressly understood and agreed that neither any provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRR and Grantee other than the relationship of grantor and grantee.
- e. Alteration. Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.
- f. Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this agreement for Grantee's Use and occupancy of the Easement Area shall be venued in the United States District Court for the District of Minnesota.
- g. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to Grantee locating the Facilities on the Property and using the Property for the Facilities and shall supersede all prior or written agreements of the parties with respect to Grantee's Use of the Easement Area for the Facilities, except that this Agreement shall not be construed as superseding or replacing any agreements of the Parties respecting the use, operation and construction of the railroad traffic and signalization control equipment for the purpose they are being installed on the Property.
- h. Severability. The provisions of this Agreement are independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- i. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to collect reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.
- j. Limitation of Damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO**

EVENT SHALL RCRRRA'S OR GRANTEE'S LIABILITY OF ANY KIND INCLUDE ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION DOES NOT APPLY TO ACTUAL DAMAGES SUFFERED BY RCRRRA OR GRANTEE.

- k. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- l. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A - Legal Description of the Property

Exhibit B - Sketch Showing the Location of the Easement Area and
Access

Exhibit C - Additional Conditions

[Signatures on the Following Page]

EXECUTED to be effective as of _____, 2013.

RCRRA:

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY**

Jim McDonough, Chair

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2013,
by Jim McDonough, Chair of the **Ramsey County Regional Railroad Authority**, a political
subdivision of the State of Minnesota, on behalf of the authority.

Notary public

NOTARIAL SEAL

Approval recommended:

Timothy A. Mayasich, Director

Approved as to form and insurance:

By: _____

Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

GRANTEE:

BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

This instrument was acknowledged before me on _____, 2013,
by _____, the _____ of **BNSF**
Railway Company, on behalf of the corporation.

Notary public

NOTARIAL SEAL

This instrument was drafted by:
Ramsey County Attorney's Office
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

EXHIBIT A

Legal Description of the Property

Section / Township / Range

32-29-22

Plat

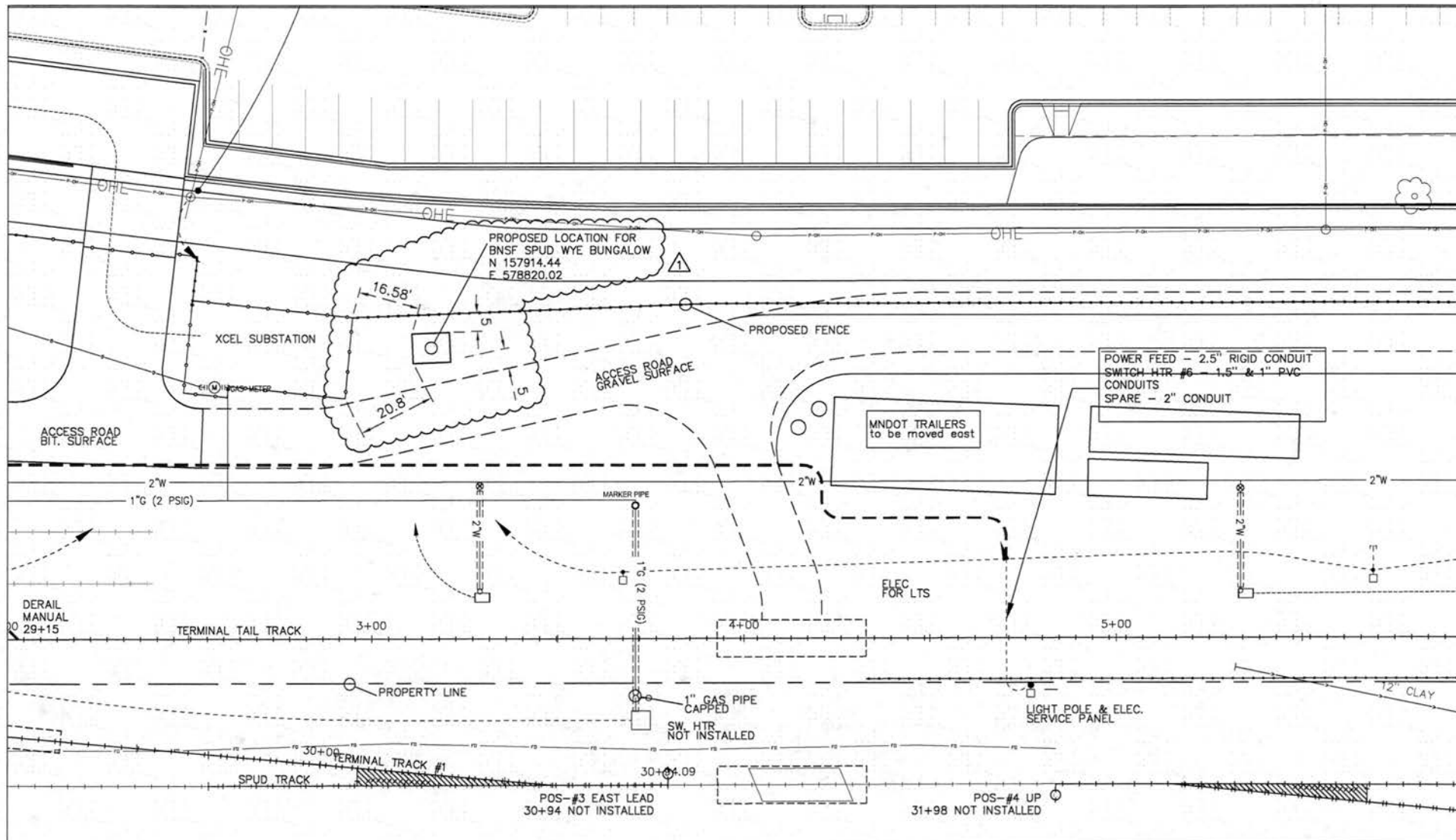
Kittsons Addition To St. Paul

Legal Description Subj To Hwy & Esmts; all That Part Of The levee, Kellogg Blvd, first St (formerly Conway St) Water St, kittson St, neill St, willius St, locust St, john St, olive St And Pine St As Opened, Not Opened Or Vacated All In The Sw 1/4 Of Sec 32 Tn 29 Rn 22 And In The Nw 1/4 Of Sec 5 Tn 28 Rn 22 And In Sd Kittson's Add Part Of Blks 72,73,75,76,77,78,79,-80,84 And 85 Desc As Follows Beg At A Pt On The Nely L Of Vac Broadway St And Its Ext Sely Which Bears S 34 Deg 28 Min 05 Sec E On An Assumed Bearing A Dist Of 454.85ft From The Intersection Of Sd Nely L Of Broadway St And The Sely L Of Kellogg Blvd Sd Pt Being On A L Approx 25 Ft Nwly Or Wly Of The Most Nwly Rail Of The trackage To The Se Then N 55 Deg 17 Min 42 Sec E A Dist Of 338.58 Ft Then Nely Along A Curve Concave To The Se Having A radius Of 5824.29 Ft A Dist Of 196.83 Ft Then N 57 Deg 13 Min 53 Sec E A Dist Of 103.76 Ft Then Nely Along A Curve Concave To The Nw Having A Radius Of 6066.68 Ft A Dist Of 203.41 Ft Then N 55 Deg 18 Min 37 Sec E A Dist Of 606.41 Ft Then Nely Along A Curve Concave To Nw having A Radius Of 586.31 Ft A Dist Of 727.99 Ft Then N 11 Deg 26 Min 12 Sec W A Dist Of 112.08 Ft To Intersect With The Centerline Of Kellogg Blvd Then S 55 Deg 40 Min 57 Sec W Along Sd Cl A Dist Of 44.14 Ft Then Sly Along A Non Tangent Curve Concave To W With A Rad Of 622.44 Ft A Dist Of 337.17 Ft Then Swly Along A Curve With A Radius Of 398.86 Ft For A Dist Of 261.40 Ft Then S 55 Deg 18 Min 45 Sec W A Dist Of 348.92 Ft Then Swly Along A Tangent Curve Concave To The Nw With A Radius Of 946.37 Ft For A Dist Of 118.15 Ft Then S 62 Deg 27 Min 51 Sec W A Dist Of 379.75 Ft Then S 69 Deg 37 Min 2 Sec W A Dist Of 480.15 Ft Then S 76 Deg 46 Min 12 Sec W A Dist Of 284.84 Ft To The Nely L Of Vac Broadway St Then S 34 Deg 28 Min 5 Sec E Along Sd L A Dist Of 397.11 Ft To The Pt Of Beg

[The parties need to confirm the accuracy of the legal description.]

EXHIBIT B

Sketch Showing the Location of the Easement Area and Access Road



- NOTES:
1. CABLE CONNECTIONS SHOWN FOR GENERAL GUIDANCE ONLY. CONTRACTOR TO SUBMIT LAYOUT PLAN FOR APPROVAL INDICATING CONDUIT & DIRECT BURY CABLE ROUTING. INCLUDE DETAILS OF CONDUIT MOUNTING WHERE APPROPRIATE.
 2. EMPTY CONDUITS INSTALLED UNDER PREVIOUS CONTRACT CAN BE USED BY THIS CONTRACTORS IF NEEDED. SEE PLAN SHEETS CM & CE.
 3. EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.



SP. NO.S
091-595-023
091-595-024
091-595-025

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
J. GEORGE E. BROWN
DATE: MAY 28, 2013 MY LIC. NO.: 22814

REVISION HISTORY - THIS SHEET
ADDED BNSF SPUD WYE BUNGALOW - 3/16/2013

BP2G - RAILROAD SIGNALIZATION
CONTRACT NO. 31810845
SCALE 1" = 10' F.S.
DATE 5/17/2013
DESIGN JBURRELL

63 OF 75 SHEETS
SITE PLAN
EAST SPUD CP AREA
2 OF 2
RS203
© COPYRIGHT URS CORPORATION

EXHIBIT C

ADDITIONAL CONDITIONS TO EASEMENT BETWEEN THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RCRRA OR GRANTOR) AND BNSF RAILWAY COMPANY (GRANTEE).

The terms and conditions of this Exhibit C (the "Additional Conditions") and in addition to those of the foregoing Agreement to which it is attached and is a part of, and supplement the foregoing Agreement, except that where there is a conflict between the terms and conditions of the foregoing Agreement, and this Exhibit C, this Exhibit C shall control.

1. Maintenance. RCRRA shall keep and maintain the Easement Area in a condition RCRRA reasonably determines is consistent with RCRRA's use of the Property, including, but not limited to "**RCRRA's Use**," as defined below. Grantee shall pay all reasonable costs and expenses relating to the exercise of its Easement rights granted by this Agreement. If the use of the Easement Area by Grantee detrimentally affects the condition of the Easement Area, or any part thereof, Grantee shall promptly restore the Easement Area, included without any limitation, any filling and compaction of excavations, repaving of paved areas, and replacement of improvements, except to the extent any such conditions are caused by the acts or omissions of RCRRA or any other third party.

2. Insurance. As a condition of this Easement, Grantee's entry upon the Property for the purposes of this Agreement, and Grantee's Use and occupancy of the Easement Area as provided in this Agreement, Grantee shall maintain, either through commercial insurance or a program of self-insurance, the following:

- 2.1 Grantee shall purchase and maintain such insurance as will protect RCRRA from claims which may arise out of, or result from, Grantee's operations under this Agreement, whether such operations are by Grantee or Grantee's agents.
- 2.2 Grantee shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to RCRRA throughout the term of the Easement.

2.2.1 Commercial General Liability Insurance

- \$ 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 liability
- \$ 5,000 per person medical payment
- \$ 100,000 fire legal

This policy is to be written as acceptable to RCRRA.

RCRRA, its officials, employees and agents, shall be added to the policy as additional insured, using ISO form CG 20 11 or its equivalent.

2.2.2 Automobile Insurance

2.2.2.1 Coverage shall be provided for hired, non-owned and owned auto.

2.2.2.2 Minimum limits: \$1,000,000 combined single limit.

2.2.3 Federal Employers Liability Act

2.2.4 Federal Employers Liability limits: \$500,000/\$500,000/\$500,000

2.3 All Certificates of Insurance must indicate if the policy is issued pursuant to these requirements. Grantee shall not occupy or use the Easement Area until Grantee has obtained the required insurance and filed acceptable Certificate(s) of Insurance/letter of self-insurance with RCRRA.

2.4 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-.

2.5 The insurance or self-insurance shall respond to the extent of the indemnity obligations in **Section 11** of this Agreement.

3. Relocation.

3.1 Construction Specifications. The Facilities shall be maintained at Grantee's sole cost and expense in accordance with any statute, order, rule or regulation of any public authority having jurisdiction. After the completion of any Facilities constructed by Grantee or of any maintenance thereof by or on behalf of Grantee, Grantee shall remove, or cause to be removed, from the Property, to RCRRA's commercially reasonable satisfaction, all false work, scrap materials and equipment used in such construction, repair or removal work, and repair any damage done to the Property by or on behalf of Grantee and restore any change to the Property caused by the entry and maintenance by or on behalf of Grantee.

3.2 Relocation and RCRRA's Use.

3.2.1 RCRRA reserves the one-time right to relocate all or a portion of the Easement Area together with the Facilities therein, provided that the Easement Area and Facilities will be of substantially equivalent usefulness for the purposes of this Agreement, and further provided that RCRRA (i) provides Grantee with at least twelve (12) months' prior written notice of such proposed relocation, (ii) pays all costs and expenses in connection with the relocation, and (iii) cooperates in good faith with Grantee to determine the new location of the Easement Area; *provided, however*, the new location of the Easement Area shall be subject to Grantee's prior

approval, which approval may be withheld in Grantee's sole and absolute discretion.

3.2.2 RCRRA and Grantee agree and acknowledge that, in addition to or in connection with any current use of the Property, at such time as determined by RCRRA, RCRRA may elect to develop or modify the Property for railroad or other purposes as reasonably determined by RCRRA (collectively "RCRRA's Use"). Grantee agrees and acknowledges that the Facilities shall not unreasonably interfere with RCRRA's Use as determined by RCRRA in its reasonable discretion and if RCRRA determines that the Facilities unreasonably interfere with RCRRA's Use, or with any activity of RCRRA to prepare or improve the Easement Area or Property for RCRRA's Use, RCRRA may elect to relocate the Facilities and, if necessary, the Easement Area, at RCRRA's sole risk, cost and expense, provided that the Easement Area and Facilities will be of substantially equivalent usefulness for the purposes of this Agreement, and further provided that RCRRA (i) provides Grantee with at least twelve (12) months' prior written notice of such proposed relocation, and (ii) cooperates in good faith with Grantee to determine the new location of the Easement Area; provided, however, the new location of the Easement Area shall be subject to Grantee's prior approval, which approval may be withheld in Grantee's sole and absolute discretion.

3.2.3 If RCRRA relocates the Easement Area on the Property, upon request by either Grantee or RCRRA, the parties shall promptly prepare, execute and deliver a relocation agreement evidencing the relocated Easement Area, which RCRRA shall promptly record in the real estate records of Ramsey County, Minnesota. Notwithstanding anything in this Agreement to the contrary, RCRRA acknowledges and agrees that the Easement rights granted under this Agreement to Grantee do not in any way interfere with RCRRA's Use of the Property as of the date hereof.

4. Assumption of Risk. It is understood by the parties that the Facilities may be in danger from, and subject to, damage or destruction by causes incident to the operation, maintenance, or improvement related to RCRRA's Use. Grantee accepts the Easement subject to such dangers and agrees that Grantee hereby assumes all risk of loss, damage or destruction to the Facilities, except to the extent such loss, damage or destruction be occasioned by any cause incident to or arising from, or whether such loss or damage be the result of the negligence or misconduct of any person in the employ or service of RCRRA, or of defective equipment of any kind, appliances, engines or machinery in connection with RCRRA's Use.

5. Electrical Interference. If the operation or maintenance of the Facilities shall at any time cause interference including, but not limited to, physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the communication facilities of RCRRA or in any manner interfere with operation, maintenance or use by RCRRA of its right-of-way, or any tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances thereto related to RCRRA's Use, Grantee agrees promptly to make such changes in the Facilities

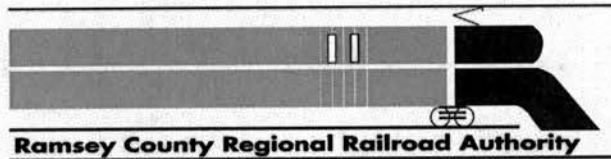
and furnish such protective devices to RCRRA as shall be necessary in the commercially reasonable judgment of RCRRA and Grantee to eliminate such interference. The cost of such protective devices and their installation shall be borne solely by Grantor. If any of the interference covered by this **Section 5** of this Exhibit C shall be, in the commercially reasonable judgment of RCRRA, of such importance to the safety of RCRRA's operations as to require immediate corrective action, Grantee, upon notice from RCRRA, shall either, at RCRRA's election, alter the Facilities or take such other interim protective measures as RCRRA may deem advisable until the protective devices required by this **Section 5** have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

6. Contaminated Soil. If, during the construction, maintenance, or removal of the Facilities, soils or other materials that are considered environmentally contaminated are exposed and are required to be removed for the construction, operation, maintenance, or removal of the Facilities, Grantee agrees to cease such construction, maintenance, or removal and report such findings promptly to RCRRA. RCRRA shall then promptly investigate and remediate any such soils or other materials that are considered environmentally contaminated at RCRRA's sole cost and expense. Upon any such discovery, Grantee may either (i) reroute its planned route to avoid such hazardous material or substance, or (ii) reschedule the work until RCRRA has completed any necessary corrective action.

7. Minimum Notice. Grantee shall give to the person designated by RCRRA in **Section 16** of the foregoing Easement Agreement or other written notice to Grantee, at least twenty-four (24) hours' advance notice of any non-emergency work to be done by Grantee in the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facilities, so that RCRRA can take such actions as it deems appropriate for the safety and desirable use of its operations on the Property, and Grantee shall conduct its work in such a manner as not to unreasonably interfere with the maintenance and operation of RCRRA's Use. Notice of emergency work shall be given by Grantee as soon as practicable.

8. Intentionally Deleted.

9. Communication Cables and Other Improvements On or Under the Easement Area. GRANTEE IS PLACED ON NOTICE THAT FIBER OPTIC COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF LONGITUDINAL CABLES MAY BE BURIED ON THE PROPERTY. Before beginning any work within the Easement Area, Grantee shall telephone RCRRA at the telephone number directed in writing to Grantee from time to time, to assist in determining if longitudinal cable systems or other improvements are buried on any of the Property to be used by Grantee. Grantee will contact the appropriate personnel to have longitudinal cables and other improvements located and make arrangements as to the protective measures that must be adhered to prior to the commencement of any work on RCRRA's Property. The existence and location of transverse cables and other improvements shall be determined and verified by Grantee using its normal procedures.



Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY

November 12, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the November 12, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the October 15, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Board Action Requested:

- 1) Approve a lease agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority.
- 2) Authorize the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. Operating Agreement with National Railroad Passenger Corporation (Amtrak)

Board Action Requested:

- 1) Approve an operating agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority.
- 2) Authorize the Chair to execute the operating agreement in a form to be approved by the County Attorney's Office.

3. Planning for Regional Economic Competitiveness - Presentation by Mark VanderSchaaf and Janna King

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

October 15, 2013

The Ramsey County Regional Railroad Authority met with the following members present: Carter, McGuire, Ortega, Reinhardt, Rettman, McDonough – 6. Absent: Huffman - 1. Also present were Julie Kleinschmidt, Ramsey County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:40 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the October 15, 2013 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the September 24, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0.

1. Amendment 2 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project - Class 1 Railroads

Commissioner Carter moved approval of following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. R13-35

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project - Class 1 Railroads to increase the amount of Agency Agreement No. 98171 to \$14,750,000 for design and construction of track and signal improvements with increased estimated costs; and

WHEREAS, A portion of the TIGER funds to be used for the design work has expired and reduces the amount of Agency Agreement No. 98171 to \$13,968,596.55; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 2 to MnDOT Agency Agreement No. 98171 with MnDOT to reduce the amount of federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 2.

2. Easement for BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control Tower and related cabling at Union Depot

Commissioner Rettman moved approval of following resolution, seconded by Commissioner Ortega. Roll Call: Ayes - McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. R13-36

WHEREAS, The Burlington Northern Santa Fe Railroad Corporation ("BNSF") is responsible for managing the cooperative use of train trackage by freight and passenger rail providers in the area of the Union Depot; and

WHEREAS, Railroad Traffic Control and Signalization is necessary to safely manage rail traffic at switch locations where Union Depot rail lines come together with commercial rail lines; and

WHEREAS, The safest, most accessible and least obstructive site at which to locate a Railroad Traffic Control and Signalization Bungalow is within Ramsey County Regional Railroad Authority property at Union Depot; and

WHEREAS, An Easement from Ramsey County Regional Railroad Authority to BNSF is necessary to allow for the installation of the Bungalow and related underground control cabling; and

WHEREAS, The easement is a direct benefit for enabling RCRRA to accomplish the Union Depot project; and

WHEREAS, The Ramsey County Regional Railroad Authority will remain in possession of the fee title to the premises and the Easement is terminable; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an Easement for the BNSF Railroad Traffic Control and Signalization Bungalow, Positive Train Control tower, and related underground cabling at Union Depot, in a form substantively comparable to the draft Easement, and in a form to be approved by the County Attorney's Office; And Be It Further

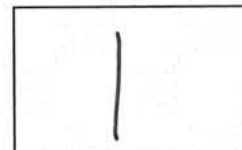
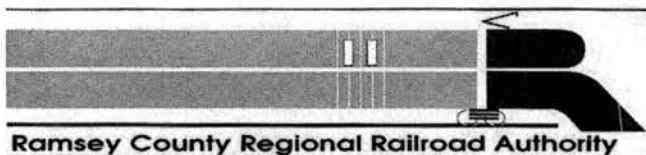
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Railroad Traffic Control and Signalization Easement.

CORRIDOR UPDATES

- Gateway Corridor

Commissioner Ortega reported that the alternatives for the corridor have been narrowed down to either Bus Rapid Transit or Light Rail Transit on a fixed guideway.

There being no further business, Chair McDonough declared the meeting adjourned at 9:42 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/12/2013

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes office and passenger spaces for intercity train service. National Railroad Passenger Corporation, operating under the business name of Amtrak, is currently operating the Empire Builder passenger train service between Chicago and Seattle/Portland. In addition to stopping the train at Union Depot, Amtrak wishes to lease space in the facility for its passenger operations. These activities will include passenger ticketing and baggage handling, VIP lounge, office and staff break areas. Service is expected to begin at Union Depot in the first quarter of 2014.

A lease has been negotiated for 3,800 square feet of space. Amtrak will pay \$144,586 for the first year as its share of operating costs. (This revenue is slightly favorable to what was included in the proposed 2014/2015 RCRRA Union Depot operating budget.) Operating costs will escalate at 3% per year. The agreement provides a twenty year term. Amtrak has the option to extend the lease for one additional twenty year term. The draft lease agreement is attached to this Request for Action. Due to time constraints in meeting the passenger notification window for Amtrak, RCRRA needs to act on the lease before it has been executed by Amtrak, and minor changes in wording may occur, as approved by the County Attorney's office.

ACTION REQUESTED

1. Approve a lease agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority.
 2. Authorize the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.
 3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.
- /

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

ATTACHMENTS:

Draft Lease Agreement between RCRRA and National Railroad Passenger Corporation (Amtrak)

PREVIOUS ACTION:

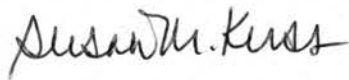
None.

COUNTY MANAGER'S COMMENTS:

Approval of the Lease Agreement with Amtrak will allow the Amtrak Empire Builder to serve Union Depot upon completion of the necessary track and improvements being completed by the freight railroads and RCRRA. The Empire Builder is anticipated to begin servicing Union Depot in the first quarter of 2014.

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Regional Railroad Authority – Authorized Signature	Date
	9/16/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union
2 Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes, including
3 intercity trains; and
4

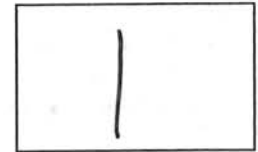
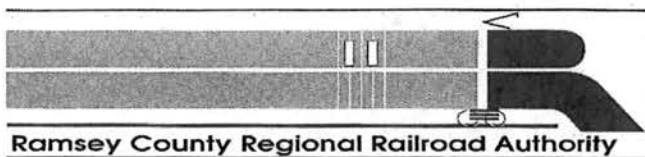
5 WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity train
6 services to the Twin Cities area and desires to lease space in the Union Depot facility; and
7

8 WHEREAS, A lease agreement has been negotiated between Ramsey County Regional
9 Railroad Authority and Amtrak for the use of space at Union Depot for intercity train services; Now
10 Therefore, Be It
11

12 RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement
13 between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional
14 Railroad Authority; And Be It Further
15

16 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
17 execute the lease agreement in a form to be approved by the County Attorney's Office, And Be It
18 Further,
19

20 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
21 Manager to make all necessary budget adjustments including increasing estimated revenues and
22 appropriations.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **11/12/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

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SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

ATTACHMENTS:

Draft Lease Agreement between RCRRA and National Railroad Passenger Corporation (Amtrak)

PREVIOUS ACTION:

None.

COUNTY MANAGER'S COMMENTS:

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2

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Regional Railroad Authority – Authorized Signature	Date
	9/14/13

Finance – Authorized Signature	Date
	9-16-13

County Attorney – Authorized Signature	Date
	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union
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8 WHEREAS, A lease agreement has been negotiated between Ramsey County Regional
9 Railroad Authority and Amtrak for the use of space at Union Depot for intercity train services; Now
10 Therefore, Be It
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12 RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement
13 between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional
14 Railroad Authority; And Be It Further
15

16 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
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18 Further,
19

20 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
21 Manager to make all necessary budget adjustments including increasing estimated revenues and
22 appropriations.

4

STATION LEASE AGREEMENT

(Union Depot, St. Paul)

THIS STATION LEASE AGREEMENT ("Lease") is made and entered into as of this _____ day of , 2013, by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, with offices at Union Depot, Suite 200, 214 4th Street East, St. Paul, MN 55101 ("LESSOR"), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

RECITALS

WHEREAS, LESSOR owns certain improved real property in the City of St. Paul, located at 214 Fourth Street East, commonly known as Union Depot, and which is shown on Exhibit A and is legally described on attached Exhibit B ("Property");

WHEREAS, the improvements on the Property include, inter alia, an historic 1925 building fronting on Fourth Street East comprised of three main areas referred to in this Lease as the "Head House", "Concourse", and "Waiting Room", all as shown on Exhibit C;

WHEREAS, the Property also contains certain new buildings and facilities constructed by LESSOR to have train and bus platforms ("Train Deck" which definition shall not include the parking areas), and a structure located along Kellogg Boulevard West for use for transportation purposes ("Kellogg Building"), which includes improvements to provide pedestrian access from the Kellogg Building to the Train Deck and to the Waiting Room. The Train Deck is also improved with a platform, shelter and other improvements for use for passenger train passenger loading and unloading that are referred to in this Lease as the "Passenger Platform". The Passenger Platform is shown on attached Exhibit C;

WHEREAS, the Property is also improved with a structure referred to in this Lease as the "Train Tower" which provides for pedestrian access from the Waiting Room to the Passenger Platform;

WHEREAS, the historic building consisting of the Head House, Concourse, and Waiting Room, the Train Tower, the Train Deck (including the Passenger Platform), and the Kellogg Building are collectively referred to in this Lease as "Union Depot", all as shown on attached Exhibit C;

WHEREAS, LESSOR and AMTRAK have entered, or will enter, into a separate agreement ("Operating Agreement") for, inter alia, the operation, maintenance and repair of certain railroad trackage and passenger platforms located on the Property and defined in the Operating Agreement as the "Terminal Tracks and Platforms";

WHEREAS, LESSOR and AMTRAK desire and intend that LESSOR lease to AMTRAK and AMTRAK lease from LESSOR certain premises in the Kellogg Building, and in the Waiting Room and have access to and be able to use the Train Tower and Passenger Platform and the Common Areas of Union Depot for the purpose of enabling AMTRAK to operate a passenger station for AMTRAK's passenger rail service; and

WHEREAS, LESSOR is authorized to enter into this Lease pursuant to Minnesota Statutes, Section 398A.04, subd. 11 to operate its governmental program to, among other things, preserve and improve rail service for passenger traffic.

NOW, THEREFORE, in consideration of the foregoing Recitals, the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and AMTRAK agree as follows:

INDEX OF EXHIBITS

LESSOR and AMTRAK agree to exhibits for the purpose of this Lease as follows, all of which are attached hereto and made a part hereof:

Exhibit A: Site Plan of Property.

Exhibit B: The legal description of the Property.

Exhibit C: Plan of Property showing Union Depot.

Exhibit D: Sketch of the Premises.

Exhibit E: Leasehold Improvements (the "Plans").

Exhibit F: Declaration.

Exhibit G: LESSOR's Work.

Exhibit H: Sign Plan.

Exhibit I: Reimbursable Costs

Exhibit J: Janitorial Specifications.

1. GRANT OF LEASE: PREMISES.

a. Ticket Area and Lounge. LESSOR hereby leases exclusively to AMTRAK and AMTRAK hereby leases from LESSOR for the Term, upon all the conditions contained in this Lease, the following areas ("Premises"):

i. The portion of the Kellogg Building to be occupied by and leased exclusively to AMTRAK is shown on Exhibit D and is referred to in this Lease as the "Ticket Area". The Ticket Area consists of 2,866 leasable square feet.

ii. The portion of the Waiting Room to be occupied by and leased exclusively by AMTRAK as part of the Premises is shown on Exhibit D and is referred to in this Lease as the "Lounge". The Lounge consists of 934 leasable square feet.

The term "Premises" as used herein shall refer to the Ticket Area and the Lounge.

b. Common Areas. In addition to the Premises, LESSOR hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the non-exclusive right to use in common with LESSOR, and all other permitted users of Union Depot, subject to the reasonable rules and regulations of LESSOR adopted from time to time which do not impede the ingress and egress of AMTRAK to the Premises, Train Tower and Passenger Platform and which AMTRAK has received in writing ("Rules and Regulations"), the common areas and common facilities of Union Depot ("Common Areas"). The Common Areas include, *inter alia*, the sidewalks, plazas, driveways, hallways, stairways, elevators, public bathrooms, loading docks, common entrances, lobbies, and other public portions of Union Depot. The terms and conditions of this Lease with respect to the Common Areas shall apply, without limiting the foregoing, to the Common Areas of Union Depot. AMTRAK shall have the non-exclusive right to use in common with other rail passenger providers the Train Tower for intercity rail passenger service and baggage loading and unloading, and for related servicing of AMTRAK's passenger rail trains, and shall also have the right to use the Train Tower for pedestrian access to the Passenger Platform. The Passenger Platform

(subject to the terms of the Operating Agreement) and Train Tower are Common Areas of Union Depot and as such are subject to the Rules and Regulations; provided, however, that such Rules and Regulations shall not impair AMTRAK's use of the Premises and the Passenger Platform and Train Tower for the purposes of a passenger rail station for AMTRAK's intercity rail passenger business. Where there is a conflict between the terms of this Lease and the Rules and Regulations, the terms of this Lease shall control.

2. TERM.

a. Initial Term/Commencement Date. The initial term ("Term" or "Initial Term") of this Lease shall be for twenty (20) years commencing on the "Commencement Date", as hereinafter defined, and will end twenty (20) years thereafter ("Termination Date"), unless (a) sooner terminated due to AMTRAK's railroad purposes by AMTRAK giving one hundred eighty (180) days prior written notice to LESSOR or (b) extended by AMTRAK as provided below.

b. Commencement Date. LESSOR shall deliver possession of the Premises to AMTRAK the later of (a) December 1, 2013 in accordance with the terms and conditions for LESSOR's Work set forth in Section 7 below and on attached Exhibit G, and (b) the date the railroad tracks on the Property, and related improvements being completed by or on behalf of LESSOR, are complete and are suitable for AMTRAK to use for its rail passenger service. If desired by AMTRAK, LESSOR will allow AMTRAK access to the Premises at least thirty (30) days before the anticipated Commencement Date to enable AMTRAK to install data and telecommunications lines and equipment, provided, however, that AMTRAK shall not interfere with the completion of the LESSOR's Work, and shall promptly repair any damage to the Premises by AMTRAK, or its contractors or agents. The date of delivery by LESSOR shall be the Commencement Date and shall be no earlier than the Commencement Date set forth above unless agreed to in writing by LESSOR and AMTRAK. Failure of LESSOR to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond LESSOR's control, or time required for construction, delays due to material shortages, strikes or force majeure, (as provided in Section 36 below) shall automatically postpone the Commencement Date of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to AMTRAK.

c. Declaration. Within thirty (30) days of the Commencement Date, LESSOR and AMTRAK shall execute and deliver a Declaration of Commencement ("Declaration") in the form attached hereto as Exhibit F confirming the Commencement Date, Termination Date, and that LESSOR has delivered the Premises in the manner and condition required in this Lease, subject only to those items referred to in the Declaration and to the obligation of LESSOR, if any, to correct any such items as provided in this Lease or the Declaration.

d. Option to Extend. AMTRAK shall have the option to extend the Term of this Lease for one (1) additional twenty (20) year term ("Extension Term") by giving written notice of its intent to exercise this option at least 270 days before the end of the Initial Term (as extended, the "Term"). The Extension Term shall be upon all the same terms and conditions as set forth in this Lease, expressly provided otherwise in this Lease, and the "Term" as used in this Lease shall mean the Initial Term during the Initial Term and the Extension Term during the Extension Term.

3. RENT, COMMON AREA EXPENSES, OPERATING EXPENSES

a. Rent. The term "Rent" shall mean and include all amounts to be paid by AMTRAK to LESSOR as set forth and pursuant to this Lease and includes (i) AMTRAK's Proportionate Share of Operating Expenses and (ii) the Train Tower Charge, as set forth below in this Section 3, each of which shall be paid in equal monthly installments commencing on the Commencement Date and continuing on the first day of each calendar month thereafter, and (iii) all other amounts which shall be due or become due from AMTRAK to LESSOR pursuant to the terms and conditions of this Lease. AMTRAK shall not be required to pay Rent, including metered utility charges, the Train Tower Charge and any costs and expenses related to the Operating Agreement, but excluding Excess Services as defined in Section 3.g.(iv) below, of any kind and in any manner, in excess of \$144,586.00 per year ("Rent Limit"), which amount of Rent Limit shall increase by 3% each calendar year during the Term, commencing January 1, 2015 and each year thereafter. If Amtrak sells or demolishes the building Amtrak currently owns in St. Paul, Minnesota and uses as its Midway station the Rent Limit shall be increased by \$44,357.00, which amount shall increase by 3% each calendar year during the Term. If the Commencement Date is not the first day of a calendar month, Rent shall be prorated on a daily basis for the remainder of the month of the Commencement Date.

b. Common Area Expenses for the Premises. AMTRAK shall pay to LESSOR "AMTRAK's Proportionate Share of Operating Expenses", as hereinafter defined, for the Premises as follows:

i. Operating Expenses. The term "Operating Expenses" shall mean and include all expenses incurred with respect to the maintenance and operation of Union Depot, including, the following, except as excluded below: insurance premiums; maintenance and repair costs; steam, electricity, water, sewer, gas, and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; snow removal; security; pest control; landscape service; special assessments imposed by any governmental agency with jurisdiction (and which are not payments in lieu of ad valorem real estate taxes); wages payable to employees of LESSOR whose duties are related directly to the operation and maintenance of Union Depot shall be prorated for time actually spent at the Union Depot and excluding any personnel above the rank of building or general manager of Union Depot; amounts paid to contractors or subcontractors for work or services performed relating directly to the operation and maintenance of Union Depot; all costs of uniforms, supplies and materials used in direct support of the operation and maintenance of Union Depot; all payroll taxes, unemployment insurance costs, vacation allowances, and the cost of providing disability insurance or benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits, and any other expense imposed on LESSOR, pursuant to law or pursuant to any collective bargaining agreement covering such employees; reasonable attorney's fees and costs in connection with appeal or contest of real estate taxes or valuation or other taxes or levies; and such other expenses as may be ordinarily incurred in the operation and maintenance of Union Depot; and a reasonable management fee in the amount of 3% of the sum of the annual Operating Expenses.

ii. Exclusions from Operating Expenses. The term "Operating Expenses" shall not include:

- (i) Leasing commissions, marketing costs, disbursements, and other expenses incurred for leasing, renovating, or improving space;
- (ii) Any charge for interest, depreciation or amortization;

- (iii) Costs of a capital nature including capital improvements, capital replacements, capital repairs, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied;
- (iv) Costs incurred because LESSOR violated the terms of the Lease;
- (v) Overhead and profit paid to subsidiaries or affiliates of LESSOR for management or other services on or to the Property or for supplies or other materials, to the extent that the costs of the services, supplies, or materials exceed the competitive costs of the services, supplies, or materials were they not provided by a subsidiary or affiliate;
- (vi) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature;
- (vii) Items and services for which AMTRAK, other tenants, insurers or any third party reimburses LESSOR or for which LESSOR or any tenant pays third parties directly;
- (viii) Advertising and promotional expenditures and leasing and brokerage commissions in connection with the leasing of tenant space of Union Depot;
- (ix) Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by LESSOR or to the extent LESSOR's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by LESSOR within commercially reasonable insurance deductibles shall be included in Operating Expenses;

(x) Wages or salaries paid to employees above the level of building or general manager, or of executive personnel of LESSOR or any management company;

(xi) Management fees in excess of three (3%) percent of the sum of annual Operating Expenses;

(xii) The costs of supplies or inventory in excess of that reasonably required for the period for which Operating Expenses are determined;

(xiii) Costs incurred to remedy structural defects; or costs incurred to remedy defects in original construction materials or installations which are either (a) covered by contractor's warranties or (b) brought to LESSOR's attention within the construction warranty period, but capital improvements reasonably calculated to reduce Operating Expenses (including energy costs) are not excluded to the extent of such reduction of Operating Expenses;

(xiv) Any costs, fines, or penalties incurred because LESSOR violated any governmental rule or authority;

(xv) Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes or asbestos-containing materials from the Property unless the wastes or asbestos-containing materials were in or on the Property solely because of acts of AMTRAK;

(xvi) Other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management, or operating expenses;

(xvii) Legal fees, costs, and disbursements based upon LESSOR's negligence or other tortious conduct, or relating to the defense of LESSOR's title to, or interest in, the Property;

(xviii) Capital costs or repair costs to comply with laws and governmental rules and regulations including but not limited to the Americans with Disabilities Act;

(xix) Costs incurred to remedy deficiencies in air quality not caused by AMTRAK;

(xx) The excess of the costs for items that are Operating Expenses, which are not impositions, insurance premiums, association assessments, snow removal costs and utilities, to the extent such excess exceeds three (3%) more than such costs in the prior calendar year;

(xxi) Taxes payable by LESSOR such as income, franchise, or capital stock taxes;

(xxii) Expenses for the Train Tower, which expenses are payable as a "Train Tower Charge", as defined in Section 3.d below;

(xxiii) Operating costs for the parking lots and areas;

(xxiv) Insurance premiums or expenses which are required of LESSOR under the terms of the Operating Agreement; and

(xxv) Any costs or expenses which are required to be paid by LESSOR pursuant to the terms of the Operating Agreement.

iii. Definition of AMTRAK's Proportionate Share. The term "AMTRAK's Proportionate Share" shall mean the percentage the leasable area of the Premises (3800 square feet) is of the total leasable area of Union Depot (which is agreed to be, and shall be, for the purposes of determining Amtrak's Proportionate Share 71,726 square feet), but for the purpose of determining AMTRAK's Proportionate Share of Operating Expenses for the Common Area, the expenses of the Train Tower and Passenger Platform included in the Train Tower charges as set forth below and the operating costs for parking lots A, B and C (parking lot C is the surface lot and parking lots A and B are the parking areas located underneath the Head House and the Train Deck, as

shown on attached Exhibit C) shall not be included. AMTRAK's Proportionate Share shall initially be 5.3% based on the Premises containing 3,800 square feet.

iv. Monthly Installments. AMTRAK shall to pay LESSOR as AMTRAK's Proportionate Share of Operating Expenses of Union Depot Common Areas, as Rent (subject to the Rent Limit), in equal monthly installments, each being one twelfth (1/12) the annual amount due from AMTRAK to LESSOR ("Monthly Installments"). For the period from the Commencement Date until the issuance of the "Operating Expense Statement", as hereinafter defined, such Monthly Installments shall be based on AMTRAK'S and LESSOR'S reasonable estimate which is annually \$30.63 per square foot of the Premises ("Initial Payments"). After the Initial Payments, the Monthly Installments shall be based on one twelfth (1/12) of the actual Operating Expenses of the Common Area for the preceding year. The Initial Payments for each Monthly Installment shall be \$9,615.50 based on application of the Rent Limit as set forth in Section 2.a above.

v. Operating Expense Statement. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Operating Expenses for Union Depot ("Operating Expense Statement") incurred for such year, certified by LESSOR as true and correct. Upon request from AMTRAK, LESSOR shall include bills and invoices relating to and supporting the Operating Expense Statement. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to AMTRAK's payments on account of the Operating Expenses for AMTRAK'S Proportionate Share of the Operating Expenses. LESSOR shall pay to AMTRAK any amounts collected for Operating Expenses from AMTRAK which exceed the amounts of the actual Operating Expenses due from AMTRAK pursuant to AMTRAK's Proportionate Share. Within ninety (90) days from the date of AMTRAK's receipt of LESSOR's Operating Expense Statement for the immediately preceding calendar year, AMTRAK shall have the right, at its expense, to inspect at LESSOR's office, or other mutually agreeable location, during

normal business hours, LESSOR's books and records as they relate to the Operating Expense Statement, including copies or evidence of bills and invoices for Operating Expenses. If AMTRAK's inspection establishes that AMTRAK overpaid LESSOR for AMTRAK's Proportionate Share of Operating Expenses for the preceding calendar year, LESSOR shall remit the excess to AMTRAK promptly after receipt of AMTRAK's notice that such amount is due, which notice shall specify in reasonable detail the overpayment previously made by AMTRAK. Nothing herein shall limit AMTRAK's audit rights set forth in Section 35.

vi. Estimate of AMTRAK'S Proportionate Share of Operating Expenses for the Common Areas and Train Tower Charge. LESSOR shall estimate for each calendar year of the Term (i) the total amount of Operating Expenses for the Common Area and (ii) AMTRAK's Proportionate Share of Operating Expenses for the Train Tower and the "Train Tower Charge" (as defined below). The estimate shall be in writing and LESSOR shall use reasonable efforts to deliver or mail the estimate to AMTRAK at the Premises and the address for AMTRAK set forth in the caption above of this Lease within sixty (60) days of the close of each calendar year.

c. Rent During the Extension Term. During the Extension Term, Rent, set forth above in this Section 3 and all other amounts to be paid by AMTRAK to LESSOR as Rent or otherwise shall be determined in same manner as during the Initial Term.

d. Train Tower and Passenger Platform Expenses. In addition to AMTRAK's Proportionate Share of Operating Expenses for the Common Areas determined in the manner set forth above, AMTRAK shall pay to LESSOR, as Rent, a charge for the Operating Expenses of the Train Tower and Passenger Platform ("Train Tower Charge") as follows, which Train Tower Charge together with AMTRAK's Proportionate Share of Operating Expenses and the HVAC and Sprinkler factor shall not exceed the Rent Limit:

i. Train Tower Expenses. AMTRAK shall pay a share of any Operating Expense, as Rent (subject to the Rent Limit) that is solely an expense of operating and maintaining the Train Tower and Passenger Platform, including the actual cost of routine maintenance of the elevator and escalator in the Train

Tower, snow removal, cleaning, trash removal and disposal, electricity and other utility usage, and also any expense which is an Operating Expense, as defined above (and with the same exclusions as set forth in this Section 3 above) and is allocated only to the Train Tower and Passenger Platform based on actual metering, usage or expenditure, or based on the reasonable determination of LESSOR (collectively the "Train Tower Expenses"). AMTRAK's share of the Train Tower Expenses shall be 90% of the total amount of the Train Tower Expenses, subject to adjustment as provided below, and shall be referred to as the "Train Tower Charge". The Train Tower Charge is in addition to AMTRAK's Proportionate Share of Operating Expenses for the Common Areas; provided, however, that no actual Operating Expense amount shall be included in both the amount of Operating Expenses used to determine AMTRAK's Proportionate Share and the amount of Train Tower Expenses used to determine the Train Tower Charge. Any Operating Expense amount or other amount that is included as a "Train Tower Expense" is excluded from determination of AMTRAK's Proportionate Share of Operating Expenses for the Common Area as set forth above. LESSOR and AMTRAK agree that LESSOR's current estimate of the Train Tower Charge is \$1,325.00 each month.

ii. Train Tower Expense Statement. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Train Tower Expenses incurred for such year, certified by LESSOR as true and correct ("Train Tower Expense Statement"). AMTRAK shall pay any amount of the Train Tower Charge in excess of those collected pursuant to AMTRAK's payments on account of the Train Tower Expenses for AMTRAK's Train Tower Charge. LESSOR shall pay to AMTRAK any amount collected for the Train Tower Charge which exceeds the amount of the actual Train Tower Charge due from AMTRAK pursuant to AMTRAK's Train Tower charge as set forth in Section 3. Within ninety (90) days from the date of AMTRAK's receipt of LESSOR's Train Tower Expense Statement for the immediately preceding calendar year, AMTRAK shall have the right, at its expense, to inspect at LESSOR's office, or other mutually agreeable location, during normal business hours, LESSOR's books and

records as they relate to the Train Tower Expense Statement, including copies or evidence of bills and invoices for Train Tower Expenses. If AMTRAK's inspection establishes that AMTRAK overpaid LESSOR for the Train Tower Charge for the preceding calendar year, LESSOR shall remit the excess to AMTRAK promptly after receipt of AMTRAK's notice that such amount is due, which notice shall specify in reasonable detail the overpayment previously made by AMTRAK. Nothing herein shall limit AMTRAK's audit rights in Section 35.

iii. AMTRAK's Share of Train Tower Expenses. The Train Tower Charge shall be determined with respect to non-exclusive use of the Train Tower and Passenger Platform. In the event there are other non-incidental rail passenger service using the Train Tower and Passenger Platform, AMTRAK's share of the Train Tower Expenses set forth above shall be adjusted as follows: LESSOR shall allocate the Train Tower Expenses to AMTRAK and the other providers of passenger rail service in accordance with the proportionate use of the Train Tower and Passenger Platform determined in good faith by LESSOR based on the number of trains, except that AMTRAK's share of the Train Tower Expenses shall not exceed 90% of those expenses.

iv. Excess Services. Non-routine repairs of any utility or other equipment servicing the Train Tower or Passenger Platform shall be allocated to and paid by AMTRAK and any providers of other rail passenger service using the utility or other equipment in accordance with their respective proportionate use thereof as reasonably determined by LESSOR. AMTRAK may in its discretion request for the use and benefit of AMTRAK operating services, maintenance, repairs and improvements with respect to the Passenger Platform in excess of those to be provided by LESSOR as set forth in this Lease for the Common Areas of Union Depot ("Excess Services"). AMTRAK shall reimburse LESSOR for the cost of any such Excess Service within sixty (60) days of AMTRAK's receipt of an invoice, and if requested by AMTRAK, supporting documents evidencing the cost of the Excess Service, for the Excess Service as an item of Rent, except that the Excess Service is not subject to the Rent Limit. Maintenance requirements set forth in the Operating Agreement shall not be considered an Excess Service.

4. USE.

AMTRAK may occupy and use the Premises for AMTRAK's rail passenger business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, and operations incidental to AMTRAK's business. AMTRAK'S Use of the Lounge shall be as a waiting area for AMTRAK passengers and shall be permitted to provide ticketing, snack and beverage services for passenger convenience. AMTRAK will control passenger access to the Lounge, using security devices installed by LESSOR, at its sole cost, and coordinated with LESSOR's security system for the Property.

AMTRAK shall use the Train Tower and Passenger Platform for passenger rail services consistent with the ordinary and customary use of a train platform for passenger and baggage loading and unloading related servicing of AMTRAK passenger trains.

AMTRAK'S use of the Train Tower and Passenger Platform is non-exclusive and shall be subject to the Rules and Regulations and policies and procedures for use as established by LESSOR, as provided in Section 1.b above. AMTRAK's Use does not include the Convenience Uses (except ticketing) as defined in Section 15 below.

5. HOURS OF OPERATION.

AMTRAK shall have the right to keep the Premises open at all such times as it desires. The Passenger Platform and Train Tower shall be available for use by AMTRAK at all times that AMTRAK passenger trains are at the Property, except that LESSOR shall have the right to manage and close the Common Areas and access to and from Union Depot at such times and in such manner as reasonably determined by LESSOR, provided that LESSOR accommodates the needs of AMTRAK's ticketed passengers who shall have 24 hours a day, 7 days a week access to Union Depot and provided that LESSOR accommodates the needs of AMTRAK for AMTRAK's Use as set forth in this Lease.

6. UTILITIES.

a. AMTRAK's Obligations for the Premises. AMTRAK shall pay for all telephone, cable, and data and communications utilities services, furnished to the Premises, commencing upon the Commencement Date and continuing thereafter until the expiration of the Term of this Lease. Payments for these services are not subject to the Rent Limit.

b. Shared Meter. The Premises receives electricity from the electrical power provider for Union Depot through a sub-meter. Subject to the Rent Limit, AMTRAK shall reimburse LESSOR, as Rent, each month for the cost of the electricity consumed in the Premises. LESSOR shall provide adequate hot and cold water for the use of the plumbing facilities in the Premises. LESSOR shall not be required to install any plumbing within any of Premises except as shown on the Plans. LESSOR has installed electrical and plumbing facilities on the Passenger Platform for AMTRAK use for its passenger trains when they are located at Union Depot for passenger loading and unloading.

c. AMTRAK Trains. The costs of any electrical, water and sewer service which is provided to AMTRAK trains by way of direct connection or metering shall be paid by AMTRAK as an item of Rent, and shall be subject to the Rent Limit. However, if there are more than two trains per day which are serviced by LESSOR with electric or water, AMTRAK shall pay the actual metered costs for such electric and water services for the additional trains if such utilities are separately metered. The metered costs for the additional trains shall not be subject to the Rent Limit. LESSOR shall be responsible for installing all required meters at its sole cost and expense.

d. No Liability of LESSOR. LESSOR shall not be liable in damages or otherwise if the furnishing by LESSOR or by any other supplier of any utility or other service to the Premises or Union Depot shall be interrupted or impaired by fire, repairs, accident, or by any causes beyond LESSOR's reasonable control, providing such is not caused by LESSOR's gross negligence. LESSOR will not be liable to AMTRAK for damages or otherwise if any utility or other service is unavailable, fails, or is interrupted, nor will any such unavailability, failure or interruption relieve AMTRAK from its obligations under this Lease, except as provided in this Section. If any utility is interrupted and the interruption causes AMTRAK to close its business operations in the Premises for two (2) consecutive days or longer then Rent will be abated until service is restored. LESSOR shall not have any obligation except as otherwise explicitly provided herein to provide AMTRAK any utility service or any facilities for the delivery thereof to the Premises.

e. HVAC and Sprinkler Charges for the Premises. AMTRAK shall pay, as Rent (subject to the Rent Limit) monthly in advance, a charge for HVAC and sprinkler service to the Premises as provided herein. The amount AMTRAK shall pay for HVAC and sprinkler service provided the Premises shall be the number of square feet in the Premises (3800 square feet) times the following amounts ("AMTRAK's Proportionate Share" of the "HVAC Factor" and the "Sprinkler Factor"):

- i. For 2013 the HVAC Factor shall be \$3.00 prorated on a daily basis and the Sprinkler Factor shall be \$0.50 to be prorated on a daily basis.
- ii. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual HVAC and sprinkler costs incurred for such year certified by LESSOR as true and correct. If requested by AMTRAK, LESSOR shall provide documentation and bills evidencing such costs. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to the payments on account of the HVAC or sprinkler costs. LESSOR shall pay to AMTRAK any amounts collected for HVAC or sprinkler service costs from AMTRAK, which exceed the amounts of the actual costs due from AMTRAK pursuant to AMTRAK's Proportionate Share of the HVAC Factor and of the Sprinkler Factor. LESSOR's statement of the HVAC and sprinkler service costs shall be subject to AMTRAK review as set forth in this Section 6.d. and Section 35.

7. LESSOR'S WORK.

LESSOR has improved the Premises with the "Leasehold Improvements" shown on Exhibit E. At no additional expense to AMTRAK, LESSOR shall also complete the work listed on attached Exhibit G ("LESSOR's Work") by the Commencement Date. All Leasehold Improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder and must be constructed in accordance with AMTRAK'S safety, security, operation and engineering procedures, as applicable.

LESSOR shall be responsible to pay or reimburse AMTRAK for AMTRAK's costs related to the moving into the Premises, including, inter alia, the informational technology costs, all as set forth on Exhibit I, and in an amount not to exceed the amount stated on Exhibit I. Such reimbursement shall be due upon delivery of an invoice by AMTRAK to LESSOR stating the actual amounts spent and shall be paid no later than 45 days after the date of delivery of the invoice to RCRRRA.

8. SIGNS.

AMTRAK may erect, place, replace, maintain and repair AMTRAK'S business signs in the Premises, providing such signs shall comply with all applicable laws, ordinances rules or regulations of any governmental agency that has jurisdiction over such matters. AMTRAK may place signage on the outside of the Premises at the locations, in the size and with the materials shown on or specified by the sign plan of Union Depot shown on Exhibit H and as modified from time to time by LESSOR ("Sign Plan"). LESSOR intends to develop a monument sign for the exterior of the Union Depot and directional signage within Union Depot and will include signage respecting AMTRAK and the Premises as agreed to by AMTRAK. LESSOR intends to develop a digital signage system for Union Depot and will enable AMTRAK to include its data and use the system in accordance with procedures and policies developed by LESSOR. LESSOR agrees to comply with the rules and requirements of AMTRAK in its usage of information of AMTRAK to be displayed by LESSOR on its digital signage system. Consistent with the sign plan shown on Exhibit H and subject to LESSOR's consent, which shall not be unreasonably withheld, delayed or conditioned, AMTRAK may erect, place, replace and maintain and repair all signs needed for security, passenger information display system ("PIDS") or ADA compliance. LESSOR acknowledges that ADA compliance for PIDS includes an audio component that LESSOR agrees to install in compliance with all ADA requirements.

9. MAINTENANCE, REPAIR AND SERVICES.

a. LESSOR's Maintenance and Repair of Union Depot. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of Union Depot, including the maintenance, repair, replacement and alteration of the interior and exterior of Union Depot and all fixtures, equipment, components and systems that are a part of Union Depot, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance. AMTRAK shall, however, pay all the costs and expenses necessary to maintain, repair and replace all utility lines exclusively serving the Premises and all data and telecommunications line exclusively serving the Premises, and as provided below in Subsection 9.c.

b. LESSOR'S Taxes. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Union Depot before delinquency.

c. Services to be furnished by LESSOR. LESSOR shall provide the services described as follows: the cost thereof to be paid by LESSOR and AMTRAK as provided elsewhere in this Lease, or as expressly set forth below if so stated below:

i. Heating, ventilation and air conditioning ("HVAC") for the Union Depot, including the Premises, (and subject to AMTRAK's payment obligations as provided herein) during all hours of scheduled AMTRAK passenger train (and bus) operations, to maintain temperatures in the interior portions of the Union Depot (exclusive of the Train Tower) at commercially reasonable levels, provided that in no event shall LESSOR maintain heating settings below 68 degrees DB or air conditioning settings above 72 degrees DB. 50 % relative humidity, as appropriate depending on the outside weather conditions. At the commencement of this Lease AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train and bus operations. Throughout the Term, AMTRAK will endeavor to keep a current written schedule of AMTRAK's passenger train and bus operations at the Union Depot and shall keep the schedule available for LESSOR's review upon LESSOR's request. AMTRAK will endeavor to notify LESSOR at least seven (7) days in advance of any planned modification of the schedule, except where the modification is not established by AMTRAK until fewer days before the changes takes place. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems of Union Depot as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's Use of the Premises, provided that AMTRAK shall pay the costs thereof with respect to any of the HVAC located within the Premises.

ii. Janitorial services to the Property. The cost of janitorial services to the Premises shall be paid for by AMTRAK as Rent and shall be due and payable at the same time and place and in the same manner as AMTRAK's Proportionate Share of Operating Expenses and the Train Tower Charge.

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LESSOR shall provide janitorial services to the Premises in accordance with the specifications set forth in Exhibit J.

iii. Hot and cold water sufficient for drinking, lavatory, and toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises (if any) or Common Areas.

iv. Electricity to the Premises, the Common Areas of Union Depot, the Train Tower and the Passenger Platform in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination of an intensity equal to no less than 50 foot-candles.

v. At the expense of AMTRAK, replacement of lighting tubes, lamp ballasts, starters and bulbs in the Premises. This expense is not subject the Rent Limit, nor an expense included in the calculation of amounts and expenses to establish amounts due from AMTRAK to LESSOR which are subject to the Rent Limit.

vi. Extermination and pest control throughout Union Depot (as an Operating Expense) as often as may be deemed necessary in the exercise of prudent management practices. To the greatest extent possible, such work shall be performed at times other than when AMTRAK passenger train and bus operations are scheduled to be at Union Depot.

vii. Maintenance, cleaning and upkeep of Common Areas in a first-class manner. Such maintenance shall include without limitation cleaning, HVAC, illumination, repairs, replacements, lawn care and landscaping.

viii. A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train or bus operations are scheduled.

ix. Security which shall include at a minimum a police or security guard patrol of the Property, including the interior and exterior of the Union Depot, (including the parking lots and the Train Deck) at least twice daily. Any security guards must have obtained any and all applicable governmental licenses and permits.

e. Common Area Utilities. LESSOR shall cause utilities in the Common Areas, to be supplied sufficiently for the operation of a first-class commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided herein.

f. Trade Fixtures. AMTRAK shall, at its sole expense, be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises or elsewhere at the Property, or used in connection with AMTRAK's passenger services or business operations, and the charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided, or to be provided by, LESSOR under this Lease. AMTRAK agrees and acknowledges that the baggage carousel and the counter installed by LESSOR in the Premises are the property of LESSOR, and at AMTRAK's expense shall be maintained, repaired and replaced by LESSOR, as needed by AMTRAK, and shall remain in the Premises upon termination of this Lease.

g. Terminal Tracks. LESSOR shall maintain and repair the railroad track located at the Property and commonly referred to as the "Terminal Tracks" in accordance with this Lease and the Operating Agreement.

h. Interruption of Services. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 9, and such failure impairs or interferes with AMTRAK's Use of the Premises, the Kellogg Building, Train Tower, Passenger Platform, or the Common Areas, continues for more than three (3) consecutive days after notice from AMTRAK of such failure and a reasonable opportunity for LESSOR to remedy the failure in good faith using due diligence, AMTRAK, in its sole option, may, but shall not be required to, and upon reasonable notice to LESSOR, provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request by LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

10. ALTERATIONS AND IMPROVEMENTS.

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by or on behalf of AMTRAK shall in any way impair the structural stability of the Premises or Union Depot or adversely affect any of the electrical, HVAC, plumbing or other component or system of Union Depot, and shall be in accordance with all laws, rules, regulations, statutes, ordinances and orders of any governmental agency with jurisdiction which are applicable to AMTRAK. If the work is undertaken by AMTRAK, AMTRAK shall be solely responsible for, and shall, obtain all permits, licenses and governmental approvals required or necessary for any such alteration or improvement, and shall be undertaken only by contractors approved by LESSOR and the work thereof shall be coordinated with, and, if determined by LESSOR, directed by LESSOR'S property manager for Union Depot, at AMTRAK's expense.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall keep the Premises and every part of Union Depot free and clear of any mechanic's lien or materialmen's liens arising out of the construction of any such alterations or improvements and further agrees to hold LESSOR harmless from any liability or liens therefor.

d. All alterations and improvements that are permanently affixed to Union Depot shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease. AMTRAK shall repair any damage to the Premises or Union Depot caused by AMTRAK's removal of its personal property, trade fixtures, or equipment.

f. AMTRAK may elect to have the alterations or improvements completed by LESSOR and shall reimburse LESSOR the costs thereof within forty-five (45) days of invoice.

g. AMTRAK may without limiting the obligations of LESSOR herein, make improvements to the Premises or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems; provided, however, that AMTRAK shall not make any such improvements to or install any such equipment in any area not within the Premises without

the written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. If AMTRAK chooses to make such improvements, AMTRAK may, with the written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned, enter in, on, over, through and upon the property to obtain access to make such improvements, subject to the reasonable rules and requirements of LESSOR and without damaging or impairing the property. LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

11. INSURANCE AND INDEMNIFICATION.

a. Except for losses, damages or injury that occur within the area described in Exhibit "A" of the Operating Agreement, AMTRAK shall indemnify, defend, and hold harmless LESSOR from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence or willful misconduct of AMTRAK, its employees or agents, in connection with this Lease, AMTRAK's failure to comply with any of its obligations contained in this Lease, or arising out of AMTRAK's use of the Premises, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of LESSOR.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its subcontractors who perform work at Union Depot to add LESSOR and AMTRAK as additional insured's on the subcontractors' general and auto liability insurance policies.

d. Except for losses, damages or injury that occurs within the area described in Exhibit "A" of the Operating Agreement, LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the

sole and direct negligence, or willful misconduct of LESSOR its officers, officials, employees or agents in connection with this Lease, or Lessor's failure to comply with any of its obligations contained in this Lease, or arising out of its ownership of Union Depot, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of AMTRAK.

e. LESSOR shall procure and maintain throughout the Term of this Lease property insurance on Union Depot in such commercially reasonable amounts as determined by LESSOR.

f. LESSOR and AMTRAK hereby waive and release the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any personal injuries or property loss or damage that may occur to the Premises or Union Depot or any property of such party by reason of fire, the elements or any other cause which; (a) is covered by the injured party's insurance or self-insurance program; or (b) would have been covered by the insurance the injured party is required to carry under this Lease, regardless of cause or origin, including the negligence of the other party hereto, its officers, officials, employees, or agents, and covenants that each policy of insurance it shall obtain as required by this Lease or insurance program of self-funded insurance shall permit such releases of liability and include a waiver of subrogation clause as to LESSOR and AMTRAK.

g. Causes of action arising from loss, damage or injury that occur within the area described in Exhibit "A" of the Operating Agreement shall be governed by the Operating Agreement.

12. DAMAGE OR DESTRUCTION.

In the event of destruction, or substantial damage, to the Premises or Union Depot during the Term of this Lease which renders the Premises or Union Depot unusable to AMTRAK in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one (1) year after such damage or destruction, replacing or rebuilding the damaged property in such manner and according to such plans and specifications which would restore the damaged property, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide to AMTRAK suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease by written notice to LESSOR.

LESSOR shall notify AMTRAK within ninety (90) days after such damages or destruction of LESSOR's decision to replace or rebuild restore or declining to replace rebuild. During the one (1) year repair or replacement period identified in Subsection 12.a. above, AMTRAK shall have no obligation to: (1) pay any costs or expenses associated with Union Depot, including the Premises, required under this Lease; or (2) provide any services to the Premises required under this Lease.

Upon termination of the Lease under this Section, LESSOR will provide AMTRAK with alternate space for use as a passenger station with access to the Passenger Platforms and rail track used by AMTRAK.

13. EMINENT DOMAIN.

a. Eminent domain proceedings resulting in the condemnation of part of the Premises that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased in AMTRAK's sole opinion, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on Union Depot which were furnished by AMTRAK, or relocation expenses for AMTRAK.

b. Upon termination of the Lease under this Section or a taking that prevents AMTRAK from using the Union Depot as a passenger station, LESSOR will provide AMTRAK with alternate space for use as a passenger station with access to the Passenger Platforms and rail track used by AMTRAK.

14. ACCEPTANCE.

AMTRAK hereby acknowledges that when it occupies the Premises it shall be deemed to have received the Premises in good order and condition except as provided in Section 2a

and unless AMTRAK notifies LESSOR of defects or problems with the Premises within one (1) year after the Commencement Date. The LESSOR's Work shall be completed to AMTRAK's reasonable satisfaction at or before the Commencement Date. If AMTRAK notifies LESSOR as aforesaid, including as to any deficiency or defect in the LESSOR's Work, LESSOR shall correct and repair any defects identified by AMTRAK within thirty (30) days after the date of the notice, unless such defect is not capable of being remedied in such period, in which event LESSOR shall commence correction of the defect within the thirty (30) day time period and diligently pursue correction to completion.

15. SUBLEASE AND ASSIGNMENT.

AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. It shall be reasonable for LESSOR to withhold consent to any sublet or assignment which changes the use of the Premises for uses which conflict with or compete with the services or business of other tenants of Union Depot, except passenger train service, or which are provided at Union Depot for the use and convenience of transportation users, such as newsstands, concessions, coin-operated vending machines, telephones, automated teller/ticketing machines, ATM's, direct telephone line connections for local hotel, restaurants, entertainment, sports and convention centers and car rentals (the "Convenience Uses"). This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

16. DEFAULT BY AMTRAK.

The failure of AMTRAK to perform substantially or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default, or such longer time period if the correction cannot be completed within said 30 days provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

17. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK.

a. If an Event of Default by AMTRAK occurs, as provided in Section 16, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity, and after written notice to AMTRAK, to terminate this Lease and enter and take possession of the Premises and expel, oust and remove any and all parties who may occupy any portion of the Premises and any and all goods and chattels belonging to AMTRAK, which do not have a lien on them and which may be found in or upon the Premises, all in accordance with all applicable laws and procedures.

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

- (i) Rent shall become due thereupon and be paid up to the time of such reentry, dispossession and/or expiration; and/or
- (ii) LESSOR may relet the Premises or any part or parts thereof, either in the name of LESSOR or otherwise, for a term or terms which may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

18. LESSOR'S DEFAULT.

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after written notice from AMTRAK identifying such failure, or such longer time period if such failure cannot reasonably be corrected within such time period provided that LESSOR has commenced such correct such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

19. QUIET ENJOYMENT.

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by AMTRAK.

20. RIGHT OF ENTRY UPON PREMISES.

LESSOR and its agents and employees shall have the right to enter upon the Premises in an emergency, and otherwise if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

21. TAXES.

Pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

22. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES.

AMTRAK agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Premises and use of any of Union Depot and which are applicable to AMTRAK and which are not the sole responsibility of LESSOR. In no event shall AMTRAK be required to make physical changes in the Premises unless the physical changes are necessitated by AMTRAK's acts or omissions. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of Union Depot, including the Americans with Disabilities Act. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act.

LESSOR warrants that the Premises, Union Depot and the Leasehold Improvements and the LESSOR's work comply with the ADA. Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or similar successor agency)

("FRA"), LESSOR shall provide an accessibility plan, (including any proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease requires approval by the FRA under 49 CFR 37.42(d), LESSOR shall provide FRA with a boarding plan for Union Depot.

23. CONDITION OF PREMISES UPON SURRENDER.

When AMTRAK vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted, and as may be altered, modified or improved in accordance with the terms of this Lease.

24. NON-WAIVER.

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. PARTNERSHIP DISCLAIMER.

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

26. PARTIES BOUND.

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

27. NOTICES.

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or

sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

AMTRAK:

AMTRAK

30th Street Station, 5th Floor South

Philadelphia, PA 19104

Attn: Assistant Vice President Real Estate Development

LESSOR:

RAMSEY COUNTY REGIONAL

RAILROAD AUTHORITY

214 4th Street East, Suite 200

Saint Paul, MN 55101

Attn: Director

With a copy to:

Jones Lang LaSalle Americas, Inc.

Union Depot

214 4th Street East, Suite 300

Saint Paul, MN 55101

Attn: General Manager

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

28. LEGAL CONSTRUCTION.

In the event any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

29. TIME OF ESSENCE, BINDING EFFECT.

Time is of the essence of each and all the terms and provisions of this Lease and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

30. NUMBER AND GENDER.

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

31. ENTIRE AGREEMENT.

This Lease, including the Exhibits, and the Operating Agreement contains the sole and only agreement of the parties with respect to the subject matter of this Lease and any prior agreements, promises, negotiations or representations with respect to the subject matter of this Lease not expressly set forth in this Lease or the Operating Agreement are of no force or effect.

32. LANGUAGE CONSTRUCTION.

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

33. HOLDING OVER.

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this Section 33 shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

34. AMENDMENT.

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

35. AUDIT RIGHTS

a. AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to six (6) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Premises, this Lease, or to any payments of any sums of money due or paid pursuant to this Lease or the Premises. If it is determined that any amount AMTRAK paid to LESSOR as Rent or any other amount due from AMTRAK to LESSOR pursuant to this Lease have, in error, been underpaid or overpaid, then (1) the party that has been underpaid shall be reimbursed the amount of such underpayment by the other party; or 2) the party that has been overpaid shall refund the amount of such overpayment to the other party.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena. Lessor agrees to cooperate with all audit activities.

b. To the extent applicable to AMTRAK, until the expiration of six (6) years after the termination of this Lease, upon written request, AMTRAK shall make available to Lessor or the State Auditor a copy of this Lease and the books, documents, records and accounting procedures and practices of AMTRAK relating to AMTRAK's obligation to LESSOR under this Lease.

36. FORCE MAJEURE.

Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations (each being a "Force Majeure Event"). If a Force Majeure Event interferes with AMTRAK's usage of the Premises or the Platforms and tracks, Rent shall be abated accordingly.

37. MEMORANDUM OF LEASE.

Upon request by AMTRAK, LESSOR shall execute and deliver a Memorandum of lease in recordable form setting forth the existence of this Lease and the Term, (including option to

extend the Term, ("Memorandum") and AMTRAK may elect to record the Memorandum in the real estate records of Ramsey County, Minnesota.

38. VENUE.

In relation to the obligations of the parties as it relates to the, this Lease shall be interpreted and construed according to the laws of the State of Minnesota and litigation shall be venued in the appropriate federal court in Minnesota.

39. DATA PRACTICES.

If applicable to AMTRAK, data collected, created, received, maintained or disseminated for any purpose in the course of AMTRAK's performance of its obligations to LESSOR under this Lease are governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 ("Statute"). LESSOR shall provide AMTRAK with a copy of the Statute and any revision or regulations applying thereto. If AMTRAK is subject to the Statute with respect to this Lease, AMTRAK shall then take all reasonable measures to secure the computers or any other storage devices in which any LESSOR data, if any, is contained or which are used to access LESSOR data for Union Depot.

40. PREVAILING WAGE.

If AMTRAK uses local subcontractors to perform alterations or improvements to the Premises by AMTRAK as provided in Section 10: 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 Lease, 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.

41. RESPECTFUL WORKPLACE AND VIOLENCE PREVENTION.

If AMTRAK uses local subcontractors to perform alterations or improvements to the Premises: AMTRAK shall make all reasonable efforts to ensure that the AMTRAK's local subcontractors do not engage in violence while performing AMTRAK's obligations under this Lease. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means 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.

42. ACCEPTANCE OF PAYMENT.

No payment by AMTRAK or receipt by LESSOR of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance due or pursue any other remedy provided in this Lease.

43. CONFLICTS.

If there is any conflict between the terms of the Operating Agreement and this Lease, the terms of the Operating Agreement shall apply in matters relating to or within the area described in Exhibit "A" of the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LESSOR

AMTRAK

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____

Jim McDonough, Chair

By: _____

Bruce Looloian

Assistant Vice President

Real Estate Development

Date: _____

Date: _____

Approval Recommended:

Timothy A. Mayasich, Director

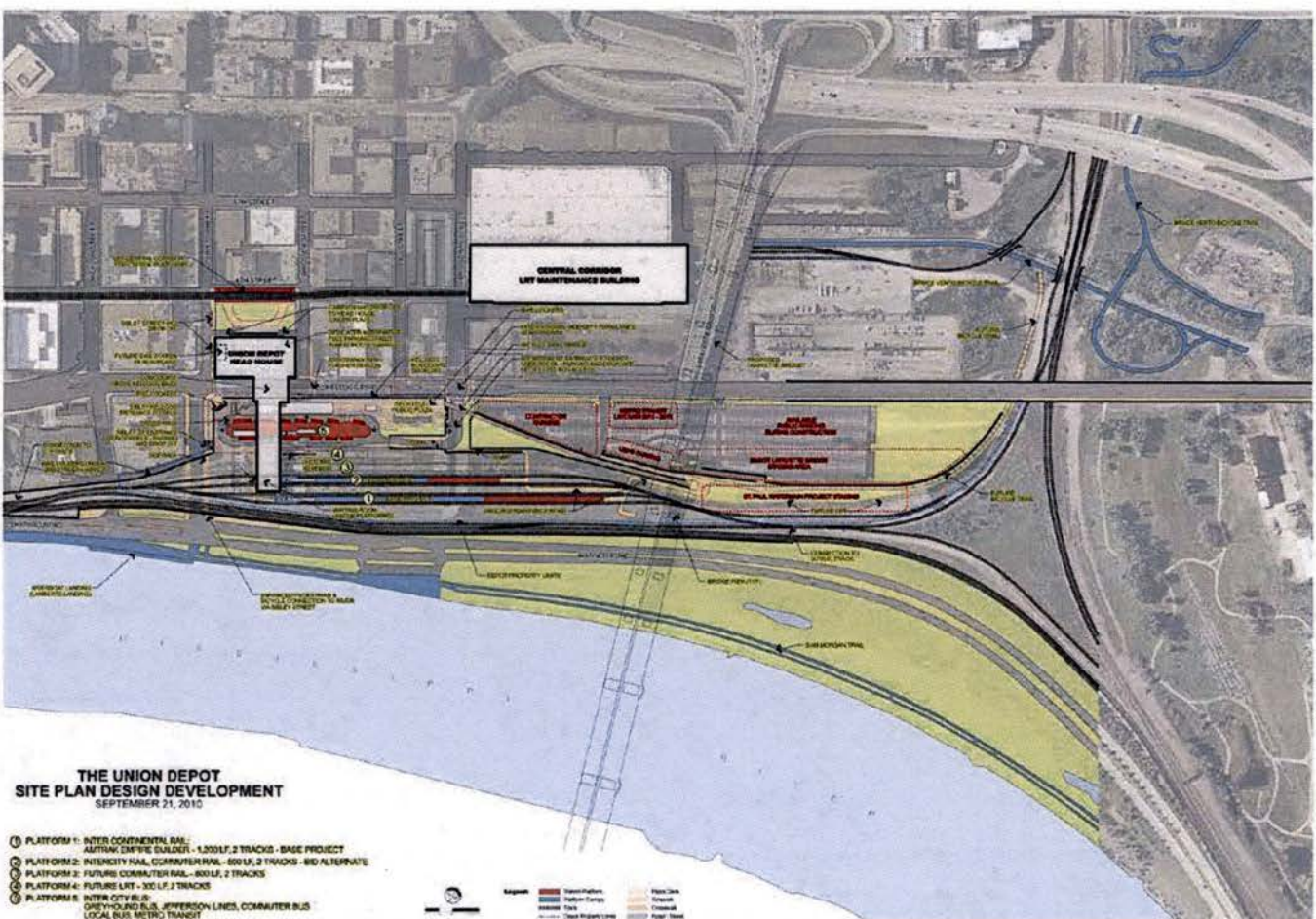
Date: _____

Approved as to form and insurance:

By: _____

Assistant Ramsey County Attorney

Exhibit A - Site Plan



RCRRA 182810v7
141551v20

Exhibit B - Legal Description of Union Depot

Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973

NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwestern line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwestern line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwestern corner of said Lot 3; thence Northwesternly along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Exhibit C - Plan of Property showing Union Depot

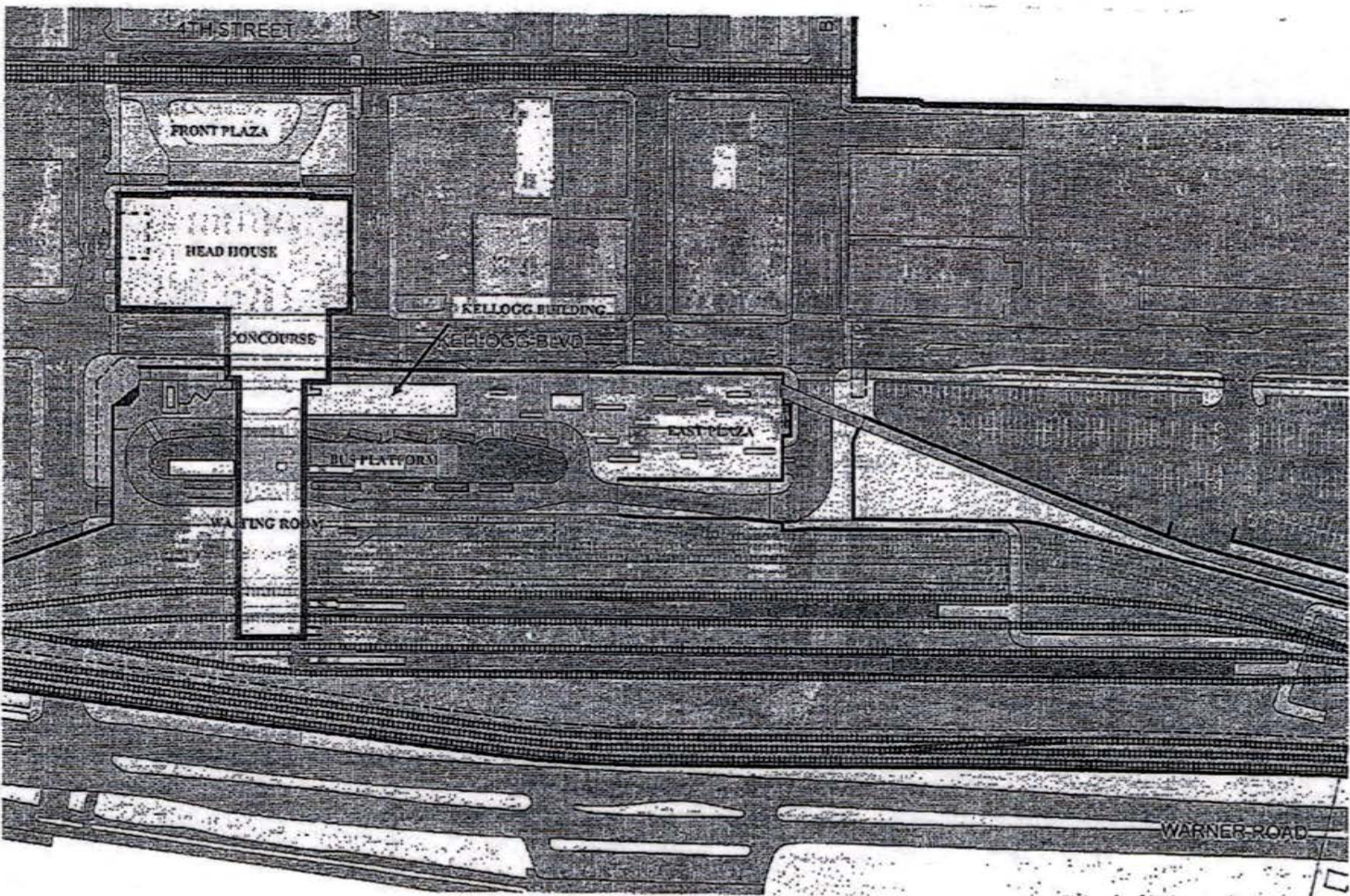


Exhibit D.1. - Premises: Union Depot - VIP Lounge

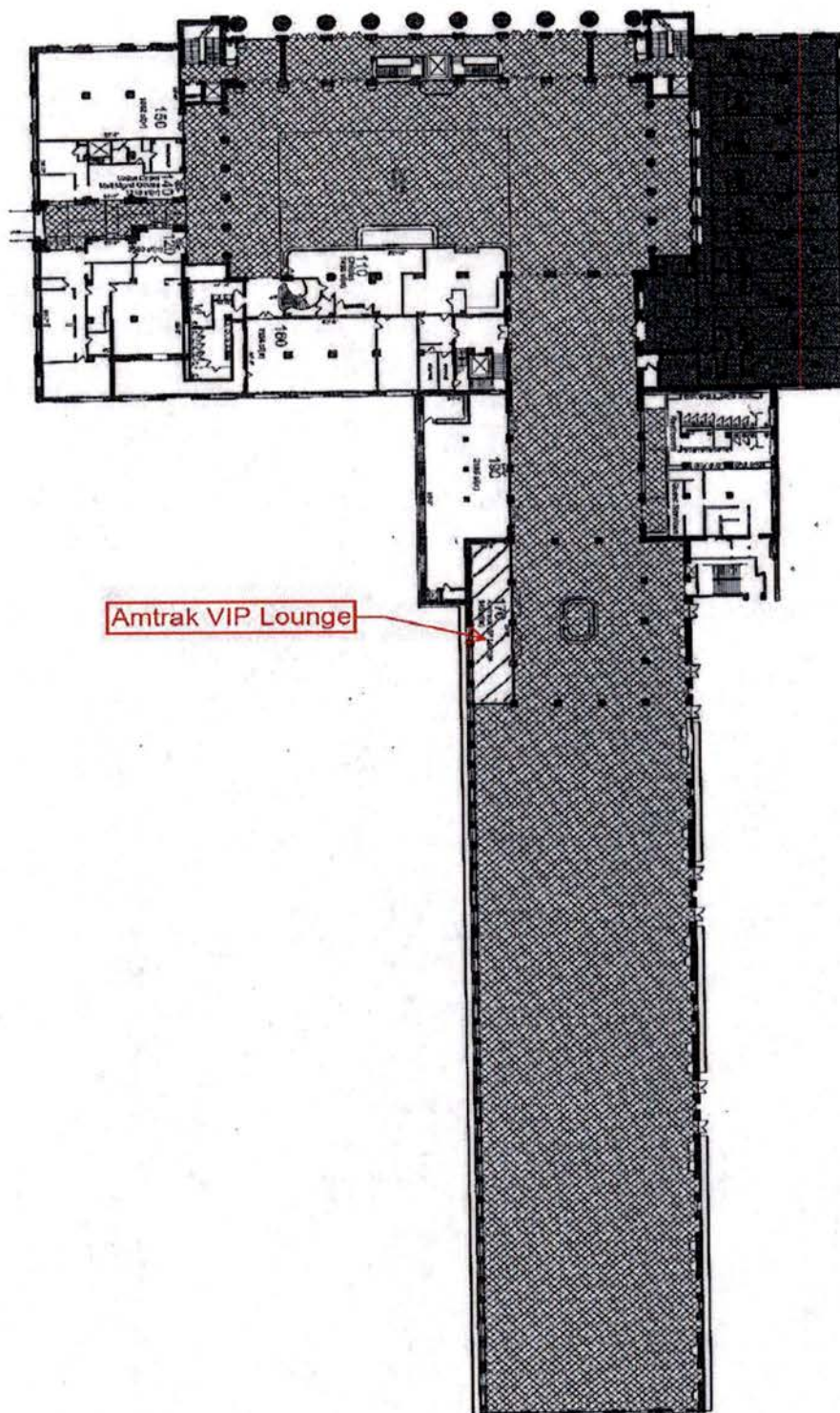


Exhibit D.2. - Premises: Kellogg Entry - Ticket and Baggage Area

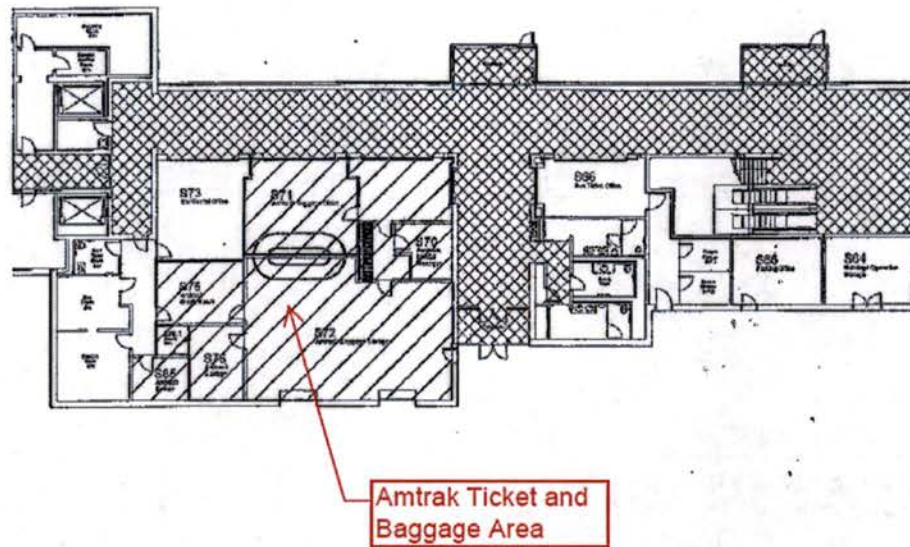
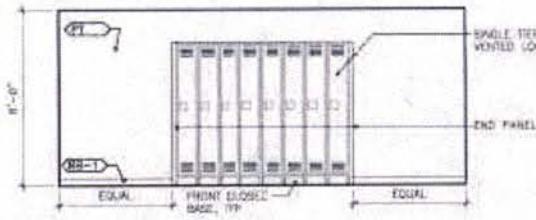
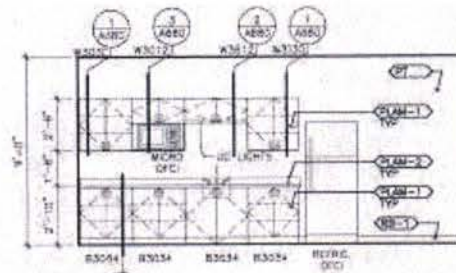


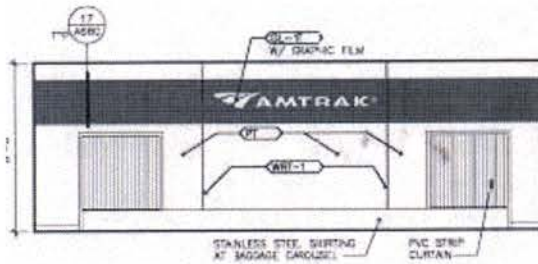
Exhibit E - Leasehold improvements



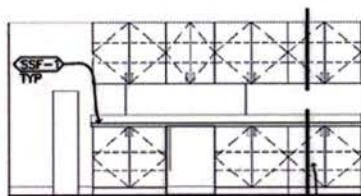
18 AMTRAK BREAK ROOM S63C ELEVATION
1/4" = 1'-0"



17 AMTRAK BREAK ROOM S63C ELEVATION
1/4" = 1'-0"

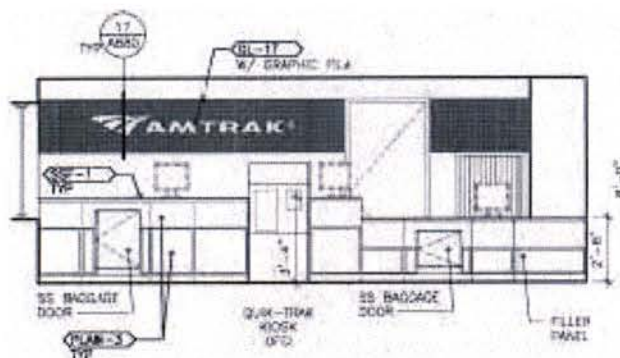


10 AMTRAK BAGGAGE CLAIM S71 ELEVATION
1/4" = 1'-0"

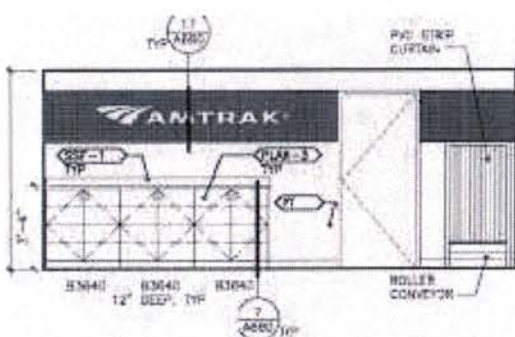


7 AMTRAK WAITING 103.09 ELEVATION
1/4" = 1'-0"

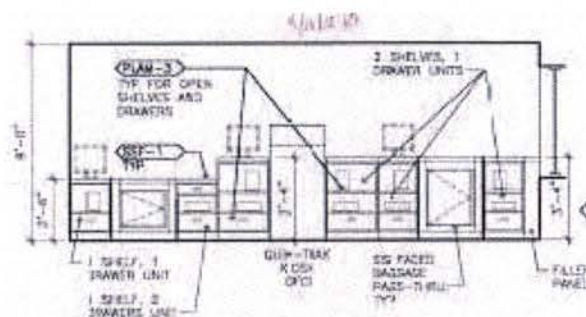
Exhibit E - Leasehold improvements (continued)



9 AMTRAK TICKET OFFICE S68 ELEVATION
1/4" = 1'-0"



12 AMTRAK TICKET OFFICE S63 ELEVATION
1/4" = 1'-0"



15 AMTRAK TICKET OFFICE S68 ELEVATION
1/4" = 1'-0"

Exhibit F - Declaration of Commencement

Form of Ratification

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 201_ by and between Ramsey County Regional Railroad ("Landlord"), and National Railroad Passenger Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 201_ ("Lease") for certain premises located at Suite ___, Union Depot, 214 4th Street East, St. Paul, Minnesota (the "Premises").

B. Landlord and Tenant desire to execute this Agreement to memorialize the final Commencement Date and Termination Date of the Lease and acknowledgment of delivery of the Premises in the condition required by the Lease.

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 201_ Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 201_.
3. The Rent Commencement Date is _____, 201_.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 203_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

Timothy A. Mayasich, Director

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____

Approved as to form:

Assistant Ramsey County Attorney

Exhibit G - Lessor's Work

LESSOR shall complete the following work by the Commencement Date:

- 1) Install Amtrak provided scale in the Premises.
- 2) Install platform signage per approved shop drawings.

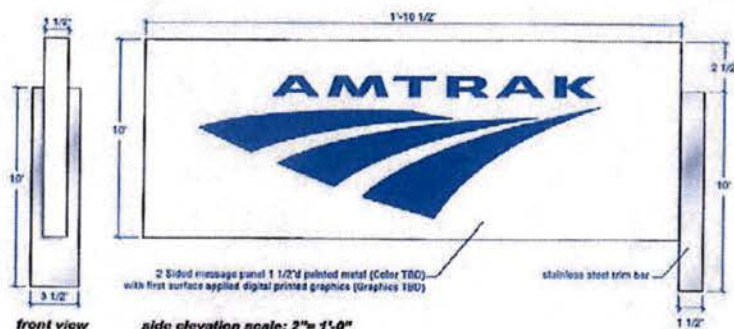
Exhibit H - Sign Plan

Amtrak may place signage on the outside of the Premises in the Kellogg Building consistent with the following sign type W8.

SIGN TYPES W7 & W8

Interior Signage | Secondary Directional Signage

FABRICATION NOTE: Painted with HPC-1 (colors TBD)



side elevation scale: 2" = 1'-0"

SIGN TYPE W8

Directional Flag

(public typical detail)

INSTALLATION NOTE:
Signage mounted to wall
with hidden screws.

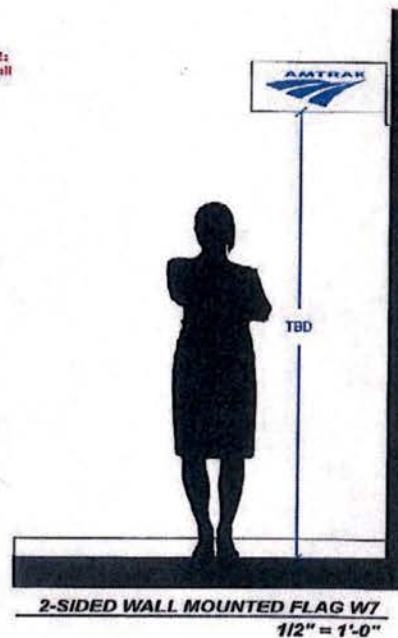


Exhibit I - Reimbursable Costs

LESSOR shall reimburse AMTRAK for the following relocation costs in an amount not to exceed the estimated individual costs stated:

AMTRAK/IT/PIDS Cost	\$11,300
Moving Cost	\$13,500
Telephone Relocation Cost	<u>\$3,500</u>
Total Reimbursable NTE	\$28,300

Exhibit J - Janitorial Specifications (Excludes baggage handling and storage rooms*)

TICKET AND 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
- Sweep and vacuum hard surface floors 5 X/ week
- Spot clean doors and walls, removing fingerprints and smudges 5 X/ Week
- Arrange furniture neatly, turn off lights, close door 5 X/ Week
- Empty recycling bins from designated office areas and transport to a designated central holding area 5 X/ Week

CUSTOMER AREAS:

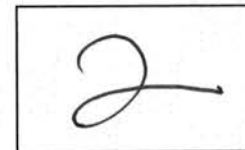
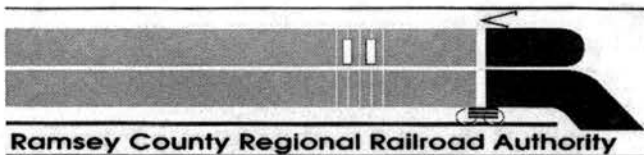
- Spot clean entrance doors and glass removing fingerprints 7 X/ week
- Remove trash and clean out ash urns. Spot wipe as needed 7 X/ week
- Spot swipe/mop entry thresholds 7 X/ week
- Dust all door frames and ledges 7 X/ week
- Damp mop or entire hard surface area 7 X/ week
- Dust all directories, high and low surfaces/corners 7 X/ week
- Sweep and vacuum hard surface floors 7 X/ week
- Scrub thresholds Weekly

BREAK ROOM:

- Empty and wipe all trash receptacles 7 X/ week
- Spot clean partition glass entries 7 X/ week
- Inspect all areas and remove large debris 7 X/ week
- Spot clean floors due to spillage and/or trackage 7 X/ week
- Spot clean doors and walls, removing fingerprints and smudges 7 X/ week

*Excludes rooms S72 and S76.

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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **11/12/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Operating Agreement with National Railroad Passenger Corporation (Amtrak)

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes terminal tracks, signals and a passenger platform for intercity passenger rail service. National Railroad Passenger Corporation, operating under the business name of Amtrak, is currently operating passenger train service between Chicago and Seattle and will relocate its Minneapolis station from its current Midway location to Union Depot. These activities will include passenger loading and unloading, baggage handling, train service and utilities, and will use the terminal tracks and the passenger platform on RCRRA property. Service is expected to begin at Union Depot in the first quarter of 2014.

An operating agreement has been negotiated to provide for Amtrak use of the terminal tracks, including switches, signals and related appurtenances, and the platform for intercity passenger rail service. RCRRA will operate and maintain the track and platform and Amtrak will pay its share of the routine costs through the lease it will have with RCRRA for ticketing and passenger services in space at Union Depot. Amtrak will reimburse RCRRA for costs associated with specific non-routine services requested. The operating agreement provides a twenty-year term and an option to extend for one additional twenty-year term. The draft operating agreement is attached to this Request for Action. Due to time constraints in meeting the passenger notification window for Amtrak, RCRRA needs to act on the agreement before it has been executed by Amtrak so minor changes in wording may occur, as approved by the County Attorney's office.

ACTION REQUESTED

1. Approve an operating agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the operating agreement in a form to be approved by the County Attorney's Office.

SUBJECT: Operating Agreement with National Railroad Passenger Corporation (Amtrak)

ATTACHMENTS:

Draft Operating Agreement between RCRRA and National Railroad Passenger Corporation (Amtrak)

PREVIOUS ACTION:

None.

COUNTY MANAGER'S COMMENTS:

Approval of the Operating Agreement, and the companion Lease Agreement, will allow the Amtrak Empire Builder to serve Union Depot upon completion of the necessary track and improvements being completed by the freight rails and RCRRA.

2

SUBJECT: Operating Agreement with National Railroad Passenger Corporation (Amtrak)

Regional Railroad Authority – Authorized Signature	Date
	9/19/13

Finance – Authorized Signature	Date
Susan M. Kuss	9-16-13

County Attorney – Authorized Signature	Date
Paul B. Zick	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Operating Agreement with National Railroad Passenger Corporation (Amtrak)

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot
2 Multi-Modal Transportation and Transit Hub to serve all transportation modes, including intercity
3 trains; and

4
5 WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity train
6 services to the Twin Cities area and desires to implement services at Union Depot; and

7
8 WHEREAS, An operating agreement has been negotiated between Ramsey County
9 Regional Railroad Authority and Amtrak for the non-exclusive use of terminal tracks and the
10 platform at Union Depot for intercity train services; Now Therefore, Be It

11
12 RESOLVED, The Ramsey County Regional Railroad Authority approves an operating
13 agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County
14 Regional Railroad Authority; And Be It Further

15
16 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
17 execute the operating agreement in a form to be approved by the County Attorney's Office.

Attachment

Not Binding Upon Amtrak
Until Approved and Executed by Amtrak

**TERMINAL TRACKS AND PLATFORMS
OPERATING AGREEMENT**

**for
UNION DEPOT, ST. PAUL, MN**

THIS TERMINAL TRACKS AND PLATFORMS OPERATING AGREEMENT (the "Agreement") is made this ____ day of _____, 2013, by and between the **National Railroad Passenger Corporation**, a corporation organized under the Act (as defined below), and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak"), and the **Ramsey County Regional Railroad Authority**, a political subdivision of the State of Minnesota organized by the Ramsey County, Minnesota Board of Commissioners pursuant to Minnesota Statutes 1986, Chapter 398, now Minn. Stat. Ch. 398A, having principal offices at 214 4th Street East, Saint Paul, MN 55101 ("RCRRA").

WHEREAS, RCRRA has requested Amtrak to provide intercity passenger rail service to the multi-modal transit hub owned and operated by RCRRA located at 214 4th Street East, Saint Paul, MN 55101, known as the Union Depot, St. Paul ("Union Depot"); and

WHEREAS, RCRRA and Amtrak acknowledge that Amtrak intercity passenger rail service to Union Depot benefits the greater Ramsey County community and is of economic value to RCRRA;

WHEREAS, Amtrak, when originally approached by RCRRA agreed in principal to provide intercity passenger rail service to Union Depot provided there would be no increased costs to Amtrak or degradation of service or efficiency to Amtrak's operations; and

WHEREAS, RCRRA controls and operates the Terminal Tracks and Platforms (as defined below) on the property at Union Depot shown on attached **Exhibit A**; and

WHEREAS, Amtrak and RCRRA are negotiating a lease agreement, for Amtrak's use and occupancy of a passenger ticketing area and a lounge in the Union Depot building and use of certain portions of the common areas of Union Depot, including the Train Tower (as defined in the UD Lease) at Union Depot (the "UD Lease"), but excluding the Terminal Tracks and Platforms (as defined below); and

WHEREAS, Amtrak and RCRRA desire to set forth in this Agreement the terms of Amtrak's use of the Terminal Tracks and Platforms in connection with Amtrak's intercity rail passenger service and the services to be provided by RCRRA in connection therewith.

NOW THEREFORE, the parties agree as follows:

1. Definitions. The following terms when used herein are defined as follows:

5

"Act" shall mean the Rail Passenger Service Act now codified at Title 49 US Code Section 24101 *et seq.*

"ADA" shall mean the Americans with Disabilities Act.

"Amtrak" shall have the meaning ascribed to it in the opening paragraph hereof.

"Amtrak Train" (or "Amtrak Trains") shall mean any Intercity Passenger Rail Service train operated by Amtrak. For the avoidance of doubt, only in instances where Amtrak provides a locomotive and crew for a train for the Friends of 261, such a train is considered to be an Amtrak Train and not an RCRRA Special Train.

"Effective Date" shall be _____.

"FRA" shall mean the Federal Railroad Administration (or similar successor agency).

"Fund" shall have the meaning ascribed to it in **Section 7.A,b** hereof.

"Initial Term" shall have the meaning ascribed to it in **Section 8** hereof.

"Intercity Passenger Rail Service" shall mean any passenger rail service operated by Amtrak.

"MW1000" shall mean Amtrak's "Limits and Specifications for Track Safety, Maintenance and Construction - MW1000 Revised March 1, 2013.

"Non-Routine Services" shall have the meaning ascribed to it in **Section 5** hereof.

"RCRRA" shall have the meaning ascribed to it in the opening paragraph hereof, except as specifically provided otherwise in **Section 6** hereof.

"RCRRA Special Train" (or "RCRRA Special Trains") shall mean any non-regularly scheduled trains operated by third parties under contract with RCRRA. The parties intend that excursion trains operated by the Friends of 261 (as distinguished from excursion trains operated by Amtrak on behalf of the Friends of 261), special trains operated by Canadian Pacific Railway (e.g. holiday train), Union Pacific Railroad, or BNSF will operate only if each is a RCRRA Special Train.

"Required Insurance" shall have the meaning ascribed to it in **Section 7** hereof.

"Retainage" shall have the meaning ascribed to it in **Section 7.F** hereof.

"Terminal Tracks and Platforms" shall mean the tracks, platforms, switches, signals and related appurtenances, both those in existence as of the execution of this Agreement and those that may be constructed thereafter. For the avoidance of doubt, any current or future train towers, steps, escalators, elevators, and similar appurtenances to the platform are explicitly not part of Terminal Tracks and Platforms.

"Third Party" (or "Third Parties") shall mean all persons on or in the vicinity of the

Terminal Tracks and Platforms other than (i) invitees, employees, contractors and subcontractors of RCRRA; (ii) Amtrak and its employees and passengers (as described in **Section 6.B**, hereof), (iii) all persons or entities permitted by RCRRA to use the Terminal Tracks and Platforms, and (iv) persons in the Union Depot building or the Train Tower.

"Third Party Claim" shall mean a claim, demand or lawsuit filed or made by a Third Party for injury (including death) or loss, damage or destruction of property suffered by such Third Party and caused by the direct negligence or willful misconduct of Amtrak.

"Third Party Claim Costs" shall mean Amtrak's actual costs of the reasonable administration, investigation, monitoring and/or defense costs associated with Amtrak's management of potential or actual Third Party Claims.

"Union Depot" shall have the meaning ascribed to it in the first recital, above.

"UD Lease" shall have the meaning ascribed to it in the fifth recital, above

2. Right to Services:

A. Amtrak shall have the exclusive right, except as specifically provided in this Section 2.A and in Section 7 of this Agreement, to use the Terminal Tracks and Platforms for rail operations, including but not limited to rail passenger and baggage loading and unloading and related servicing of Amtrak's passenger rail trains. Amtrak and RCRRA acknowledge that RCRRA shall have the non-transferrable, non-assignable right to permit the occasional operation of RCRRA Special Trains to and from the Terminal Tracks and Platforms; provided, that all RCRRA Special Train operators have first reached a written agreement with Amtrak regarding, among other matters, the allocation of risk of liability between Amtrak and such operator, and provided further that such RCRRA Special Trains do not exceed thirteen (13) trains each calendar year. RCRRA shall provide Amtrak at least sixty (60) days' advance written notice of any planned RCRRA Special Train operations.

B. RCRRA will take all reasonable measures with respect to RCRRA's obligations set forth in this Agreement and in any related agreements between RCRRA and others with respect to the Terminal Tracks and Platforms serving Union Depot to ensure that all Amtrak Trains are able to operate over the Terminal Tracks and Platforms as expeditiously as possible consistent with safe operating practice.

C. RCRRA and Amtrak agree that the Terminal Tracks and Platforms shall not be used for any regularly scheduled passenger rail service other than Intercity Passenger Rail Service (including but not limited to commuter rail service).

3. Level of Utility and Maintenance: RCRRA agrees to maintain (a) the Terminal Tracks and Platforms in a safe and secure condition and to a level of utility which permits Amtrak Trains to be operated with a reasonable degree of regularity and with a reasonable degree of passenger comfort, and (b) the railroad tracks within the Terminal Tracks and Platforms to the limits and specifications for Class III track as set forth in MW1000 – Revised March 1,

2013, Subparts A-D, Limits and Specifications for Track Maintenance of the MW1000 (pages I-87 through I-147, inclusive) which has been provided to RCRRA, the receipt of which is hereby acknowledged. RCRRA's obligation to maintain the passenger platform(s) shall include, but shall not be limited to, keeping the platform(s) and any fixtures thereon (benches, trash receptacles, lighting) in a state of good repair and fully functional, keeping all access doors locked except during active boarding and debarking of passenger trains, keeping the Terminal Tracks and Platforms free of debris and providing snow and ice removal not less than one hour before Amtrak's scheduled arrival times, unless otherwise notified.

4. **Basis of Payment:** Amtrak agrees to pay RCRRA One Dollar (\$1.00) per year for the use of the Terminal Tracks and Platforms, the receipt of which is hereby acknowledged. The amount paid by Amtrak to RCRRA pursuant to the UD Lease includes the incremental cost of services (other than Non-Routine Services), utilities and maintenance for the Terminal Tracks and Platforms.
5. **Non-Routine Services:** In the event Amtrak requests RCRRA to provide specific services not otherwise identified in this Agreement ("Non-Routine Services") and RCRRA provides such Non-Routine Services, Amtrak shall reimburse RCRRA for the agreed upon incremental cost of the Non-Routine Services provided by RCRRA in accordance with Amtrak's Authorization Notice ("AN") procedures. Within thirty (30) days after the performance of such Non-Routine Services, RCRRA shall submit a statement of charges to Amtrak for specific Non-Routine Services performed by RCRRA, referencing the Amtrak AN number or numbers (except in the case of emergency services), along with such detail as may be reasonably requested to support Amtrak's review of the charges. Within thirty (30) days after Amtrak's receipt of such statement of charges, Amtrak shall pay the net amount due RCRRA.
6. **Risk of Liability:**
 - A. Amtrak agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any employee of Amtrak and for loss of, damage to, or destruction to his property that occurs within the blue area depicted on Exhibit A; provided, however, that it is expressly understood and agreed that labor furnished by RCRRA for and on behalf of Amtrak under any provision of this Agreement shall not be regarded for any purpose as employees of Amtrak. Amtrak employees who travel over designated pathways as shaded red on Exhibit A during the course of their employment (either transporting baggage and/or trash) are covered by this Agreement. Amtrak employees who are outside of the area depicted in blue or red on Exhibit A are not covered by this Agreement for purposes of Sections 6 or 7 hereof.
 - B. Amtrak agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of, or property damage that occurs within the blue area depicted on Exhibit A to (i) any person (other than an

employee or agent of RCRRA in the course of his employment or agency, except when such employee or agent is a fare-paying passenger of Amtrak) who is on a train operated by or for the account of Amtrak, (ii) any person (other than an employee or agent of RCRRA in the course of his employment or agency, except when such employee or agent is a fare-paying passenger of Amtrak) at or adjacent to a passenger platform used for Amtrak service who is there in connection with the Amtrak service for the purpose of boarding or detraining from an Amtrak Train, or conducting business with Amtrak (including a vendor from whom Amtrak receives compensation) or passengers riding on Amtrak Trains; provided, however, that RCRRA shall indemnify Amtrak for injury to, death of, or damage to any person, other than an employee of Amtrak, who is struck by improperly secured equipment or cargo of RCRRA, a freight operator, an RCRRA Special Train, or RCRRA contracted train operated on tracks at or adjacent to a passenger platform.

- C. Amtrak agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents and servants from any and all liability for injury to or death of any person and for loss of, damage to, or destruction of any property, other than persons and property for which RCRRA is responsible under **Subsection 6.F** hereof, if such injury, death, loss, damage, or destruction arises from or is proximately caused as a result of (i) a collision of a vehicle or a person with an Amtrak Train at the intersection of a public street or road, or (ii) a collision of a derailed Amtrak Train or any part thereof with any person, property or object off of the right of way.
- D. Amtrak agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for, loss of, damage to or destruction of any locomotive, passenger car, or any other equipment owned by, leased to, used by or otherwise in the control, custody or possession of Amtrak. RCRRA cars operated in an Amtrak Train shall not be deemed to be in the control, custody or possession of Amtrak pursuant to this **Subsection 6.D**. Amtrak shall indemnify and hold RCRRA harmless, irrespective of any negligence or fault of RCRRA, its employees, agents, or servants, or howsoever the same shall occur or be caused, for the cost (including any related fines or penalties) of cleanup of fuel oil which RCRRA demonstrates was spilled on RCRRA property from an Amtrak engine, or fuel oil spilled by Amtrak or an Amtrak contractor while fueling an Amtrak Train on RCRRA property. Amtrak further agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for, loss of, or damage to property of third parties caused solely by fuel oil spilled from an Amtrak engine and for fuel oil spilled by Amtrak's employees, agents or contractors while fueling an Amtrak Train on RCRRA property.
- E. In no event shall Amtrak's obligation to indemnify RCRRA pursuant to this Agreement include any liability for injury to or death of any employee or passenger of, or for loss of, damage to, or destruction of any property of, any RCRRA Special Train or its operator, or any other passenger rail operator or freight operator using all or any part of the Terminal Tracks and Platforms or RCRRA's railroad property.

F. RCRRA agrees to indemnify and save harmless Amtrak, irrespective of any negligence or fault of Amtrak, its agents, employees or servants, or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any person or persons (other than those persons, employees or passengers for which Amtrak is responsible as provided in **Subsections 6.A, 6.B, and 6.C** hereof), including, but not limited to (i) Third Parties, (ii) employee or employees of RCRRA (other than those employees traveling as passengers described in **Subsection 6.B** or an off-duty RCRRA employee who is struck by an Amtrak Train at the intersection of a public street or road), (iii) invitees, contractors and subcontractors of RCRRA, and (iv) employees and passengers of any RCRRA Special Train or its operator or of any other passenger rail provider utilizing all or any portion of the Terminal Tracks and Platforms which arises from Terminal Track and Passenger Platforms operating, maintenance and/or dispatching activities conducted by either RCRRA or others for the account of Amtrak as provided by this Agreement or out of the use of any portion of the Terminal Tracks or Platforms by any other passenger rail provider or a freight operator.

RCRRA agrees to indemnify and save harmless Amtrak, irrespective of any negligence or fault of Amtrak, its agents, employees or servants, or howsoever the same shall occur or be caused, from any and all liability for loss of, damage to or destruction of any property or equipment (other than property for which Amtrak is responsible as provided in **Subsections 6.A, 6.B, 6.C and 6.D** hereof), including, but not limited to, property and equipment owned by, leased to, used by, or otherwise in control, custody, or possession of (a) Third Parties, (b) RCRRA, its employees described above (including RCRRA cars operated in an Amtrak Train), (c) RCRRA invitees, contractors and subcontractors, or (d) of any other passenger rail provider or freight operator, or their employees or passengers, invitees, contractors and subcontractors which arises from Terminal Track and Passenger Platforms operating, maintenance and/or dispatching activities conducted by either RCRRA or others for the account of Amtrak as provided by this Agreement or out of the use of any portion of the Terminal Tracks or Platforms by any other passenger rail provider or a freight operator.

RCRRA's indemnification obligations under this **Subsection 6.F**, are not limited to the amount of the Required Insurance, except that with respect to any Third Party Claim. With respect to any Third Party Claim only, RCRRA's indemnification and hold harmless obligations under this Subsection 6.F are limited to the amount of the Required Insurance, such that Amtrak's liability with respect to a Third Party Claim will begin after the amount of the Required Insurance has been exhausted with no contribution or reimbursement from Amtrak to RCRRA or its insurance carrier(s) for any amounts paid by RCRRA or its carrier(s) with respect to the Third Party Claim. Within ten (10) calendar days after RCRRA's receipt of a claim, demand or lawsuit from a Third Party that RCRRA reasonably believes may be a Third Party Claim, RCRRA shall give Amtrak written notice of such claim and the reason(s) why RCRRA believes the claim may be a Third Party Claim. RCRRA shall investigate and defend each Third Party Claim on its and Amtrak's behalf, and Amtrak shall, as a Third Party Claim Cost, have the right, but not the obligation, to participate in the investigation, defense and/or settlement

negotiations of such claim, demand or lawsuit. RCRRA shall not, without Amtrak's written consent, which consent shall not be unreasonably delayed, conditioned or withheld, settle any Third Party Claim for more than an amount covered by the Required Insurance and RCRRA shall ensure that any settlement of a potential or an actual Third Party Claim includes a full release of all claims, known or unknown, against Amtrak. Should RCRRA fail to provide Amtrak with the notice required in this **Subsection 6.F**, RCRRA's indemnification and save harmless obligations with respect to such claim, demand or lawsuit shall not be limited to the amount of the Required Insurance.

- G. In case suit shall at any time be brought against either Amtrak or RCRRA asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this **Section 6** as such other party may from time to time request. Each party shall cooperate fully in the defense of claims for which the other party is responsible pursuant to this **Section 6** with respect to activities conducted pursuant to this Agreement, including furnishing witnesses, documents, and other relevant information requested by the responsible party.
 - H. For the purpose of this **Section 6**, "RCRRA" shall be deemed to include all direct, wholly-owned subsidiaries of RCRRA.
 - I. Amtrak and RCRRA expressly intend that where one party is to indemnify the other pursuant to the provisions of subsections (A) through (F) of this **Section 6**, such indemnity shall apply irrespective of any negligence (except with respect to a Third Party Claim) or fault of the indemnified party and without regard to strict liability of the indemnified party.
 - J. With respect to accidents or incidents that occur prior to the termination or expiration of this Agreement, the indemnification obligations of this **Section 6** shall survive the termination or expiration of this Agreement.
 - K. To the extent the UD Lease allocates the risk of liability differently than this Agreement, the parties agree that the allocation set forth in the UD Lease shall not apply to the loss, damage or injury that occurs within the blue area depicted on **Exhibit A** nor out of the operation of trains (passenger and freight) on the Terminal Tracks and Platforms.
7. **Insurance.** As a condition precedent and concurrent with the execution of this Agreement, RCRRA shall provide to Amtrak a policy or policies of the following insurance ("Required Insurance") for Amtrak's review and approval. Following Amtrak's review and approval of the policy or policies, which approval shall not be unreasonably withheld or delayed so long

as the policy or policies contain the Required Insurance with all applicable enhancements and provisions, RCRRA shall procure the approved policy or policies and said Required Insurance which shall be effective immediately. RCRRA shall maintain the Required Insurance specified in this Agreement effective continuously thereafter. Amtrak shall have the right to reasonably modify the Required Insurance hereunder from time to time, but in no event more frequently than every five (5) years, unless the use of the Terminal Tracks and Platforms as described in **Section 2** hereof is expanded, in which case Amtrak and RCRRA shall reasonably, in good faith and with due diligence evaluate and negotiate modifications, if any, to the Required Insurance to reflect such change in use and RCRRA shall procure and maintain the Required Insurance, as modified, prior to the effective date of such change in use.

RCRRA and Amtrak acknowledge that the types and amounts of the Required Insurance is based upon the limited use of the Terminal Tracks and Platforms contemplated as of the Effective Date as described in **Section 2** hereof, and that the Required Insurance is a material term of this Agreement.

The Required Insurance shall include:

A. General Liability/Railroad Liability Insurance.

RCRRA will provide and maintain for the term of this Agreement, general liability and railroad liability insurance in a form acceptable to Amtrak covering, RCRRA, and, its employees, invitees, officers, agents, contractors, servants and representatives on a primary basis with the following limits and for the following risks and hazards:

- a. Covering the liability of RCRRA, its employees, invitees, officers, agents, contractors, servants and representatives for injury or death to any person and damage or destruction of any property, with respect to all services and activities to be provided, and all obligations assumed by RCRRA under the terms of the Agreement.
- b. The Required Insurance shall be maintained continuously with a combined single limit for bodily injury and property damage liability of not less than Fifty Million Dollars (\$50,000,000) each occurrence with aggregate limits of not less than Fifty Million Dollars (\$50,000,000), and with a self-insured retention not to exceed Two Million Dollars (\$2,000,000) each occurrence. RCRRA shall be responsible for paying all liability within the deductible as if first dollar insurance coverage had been purchased and maintained by RCRRA and with no contribution by Amtrak. In addition, RCRRA shall remit to Amtrak, by March 31 of each year, beginning in 2014, an annual payment of Fifty Thousand Dollars (\$50,000) to be maintained and used in the manner set forth in **Subsection 7.F** hereof (the "Fund").
- c. The Required Insurance shall include, at a minimum:

- i. Contractual Liability coverage endorsed to confirm that this Agreement is an Insured Contract under the policy(ies) with no exclusion or restriction related to railroad operations or work within fifty (50) feet of a railroad;
 - ii. Cross Liability endorsement;
 - iii. Premises/Operations;
 - iv. Products/Completed Operations;
 - v. Independent Contractors;
 - vi. Sudden and Accidental Pollution (20/80)
 - vii. Punitive and Exemplary Damages shall be expressly covered ; and
 - viii. Certified Terrorism.
- d. Amtrak shall be endorsed as an additional insured on all policies comprising the Required Insurance with respect, to all services and activities to be provided, and all obligations assumed by RCRRA under the terms of the Agreement, and these policies will be endorsed to be primary and any insurance maintained by Amtrak is non-contributing.
 - e. Policies shall also be endorsed to provide for no denial or restriction of coverage by the insurer due to inadvertent errors or omissions in reporting by a Named Insured.
 - f. In the event that the policy limits for the Required Insurance are satisfied by combination of primary and excess policies in "layers," all excess policies shall provide that they drop down in the event of reduction or exhaustion of underlying policy limits.
 - g. In the event that claims, losses or occurrences reduce or impair the limits of \$50 million per occurrence or \$50 million annual aggregate required in **Subsection 7.A.b.** hereof by an amount exceeding \$10 million, then RCRRA shall immediately reinstate or replace the Required Insurance. If an annual aggregate is included in any liability policy it shall apply no longer than an annual period.
 - h. RCRRA shall provide Amtrak with copies of all policies comprising the Required Insurance, which shall be endorsed to provide at least thirty (30) days' advance written notice to Amtrak of any cancellation, non-renewal, reduction, or material change in coverage.
 - i. If any of the Required Insurance (that is not required to be provided on an occurrence basis) is provided on a claims-made or occurrences-reported basis, then in addition to coverage requirements above, such policy shall provide that:

- (i) The retroactive date shall coincide with or precede the Effective Date of this Agreement or the effective (inception) date of the first such policy that was written on a claims-made or occurrences-reported basis. If any insurance that was previously written on a claims-made or occurrences-reported basis is subsequently written on an occurrence basis RCRRA shall procure "prior acts" coverage on the new occurrence policy (ies) with a retroactive date and with effect for all occurrences not known or reported under the preceding claims-made and occurrences-reported policies;
 - (ii) The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims; and
 - (iii) If claims-made or occurrences-reported insurance is terminated for any reason, RCRRA shall purchase an extended reporting provision of at least two (2) years to report claims and occurrences arising from this Agreement and related operations.
- j. All liability policies shall be endorsed to indicate that coverage is primary for Amtrak and insurance maintained by Amtrak is noncontributing with respect to all services and activities to be provided, and all obligations assumed by RCRRA under the terms of the Agreement.

In the event that RCRRA determines that any one or more components of the Required Insurance itemized above in **Subsection 7.A (c) (vi)-(viii)**, inclusive, otherwise required by this Agreement, is/are not available in the marketplace at any price, RCRRA shall notify Amtrak, and Amtrak may waive the requirement with respect to RCRRA, as applicable, for that particular component(s) so long as such component(s) remain unavailable at any price.

B. All Risk Property Insurance.

RCRRA will provide and maintain for the term of this Agreement, All Risk Property Insurance (including flood and earthquake coverage) on a replacement cost basis covering loss of all equipment and other property (including track and road bed) of RCRRA, its employees, invitees, officers, agents, contractors, servants and representatives used in connection with this Agreement or other RCRRA facilities or property relating to this Agreement. No coinsurance is allowed. RCRRA shall ensure that all property insurers shall waive all rights of subrogation against Amtrak.

C. Automobile Liability Insurance.

RCRRA will provide and maintain for as long as Amtrak Trains continue to operate on any portion of the Terminal Tracks and Platform, Automobile Liability Insurance covering all automobiles owned, leased, rented, or used by RCRRA, its agents, contractors, servants and employees, in connection with this Agreement, or any operations or activities incidental to either. Such insurance shall provide auto liability

insurance coverage with combined single limits of no less than one million dollars (\$1,000,000) per accident or occurrence for bodily injury and property damage liability. All policies comprising the Required Insurance shall be endorsed to include Amtrak as an additional insured with respect, to all services and activities to be provided, and all obligations assumed by RCRRA under the terms of the Agreement.

D. Workers Compensation and Employers Liability Insurance.

RCRRA will provide and maintain for so long as Amtrak Trains operate on any portion of the Terminal Tracks and Platforms, and require its contractors and subcontractors to provide Workers Compensation Insurance in accordance with the laws of the State of Minnesota, and covering all applicable employees. Such insurance shall include Employers Liability coverage with limits of no less than one million dollars (\$1,000,000) each employee or accident. If RCRRA or any of its contractors or subcontractors are considered a railroad(s) subject to the provisions of the Federal Employers Liability Act ("FELA") rather than State Workers Compensation laws, the Employers Liability Insurance shall be endorsed to provide coverage for FELA benefits and liabilities, and the required limits shall be increased to not less than ten million dollars (\$10,000,000) per occurrence (alternately, FELA coverage may be provided under the Railroad Liability policy required by **Subsection 7.A**). A waiver of subrogation in favor of Amtrak is required.

E. Construction Activities.

Prior to the commencement of any construction, maintenance or repair activities on the Terminal Tracks and Platforms covered by this Agreement, RCRRA and its subcontractors and contractors shall obtain insurance coverage specified in **Exhibit B**, attached hereto and incorporated herein; provided, however, that the foregoing shall not apply to routine maintenance, routine replacement or minor repairs performed by RCRRA or RCRRA's tenants, contractors or subcontractors and for which Amtrak does not require flagging protection. It is agreed that insurance required pursuant to this Section shall be considered as Required Insurance.

F. Third Party Claims Administration Fund.

RCRRA shall pay to Amtrak the sum of Fifty Thousand Dollars (\$50,000) each year for the duration of this Agreement to be used by Amtrak to pay Third Party Claims Costs. RCRRA acknowledges that Amtrak shall apply Amtrak's standard, then-current general and administrative (G & A) overhead charge to Third Party Claims Costs paid or incurred by Amtrak. The G&A overhead rate (6.76% for calendar year 2013) shall be subject to increase by Amtrak effective each January 1, beginning in 2014. Upon request, Amtrak will provide RCRRA the G&A overhead rate in effect. All payments to be made by

RCRRA to Amtrak hereunder shall be made by bank wire transfer to the following account:

Account Name:	National Railroad Passenger Corporation
Account No.:	512097054
Bank Name:	JP Morgan Chase, New York, NY
Bank ABA No.:	02000021

Notwithstanding RCRRA's obligation to make a payment of \$50,000 per year for each year this Agreement remains in effect, such obligation shall be suspended at such time as the unexpended amount in the Fund reaches Five Hundred Thousand Dollars (\$500,000). Amtrak shall provide, no less often than annually, a report of all activity relating to the use of the Fund, to be delivered to RCRRA by January 31 of each calendar year. During any year in which Amtrak draws on the Fund for use for Third Party Claims Costs, Amtrak shall provide RCRRA with quarterly reports of Third Party Claims Costs, including G&A overhead charges. RCRRA shall have the right, at its sole expense, to audit Amtrak's use of the Funds no less often than annually. To the extent applicable to Amtrak, until the expiration of six (6) years after the termination or expiration of this Agreement, upon written request and at RCRRA's sole cost and expense, Amtrak shall make available to RCRRA or the State Auditor the books, documents, records and accounting procedures and practices of Amtrak relating to the use of and accounting for the Fund. At such time as the unexpended amount in the Fund reaches \$500,000, annual payments shall be suspended. After such suspension, in the calendar year immediately following any calendar year in which Amtrak draws on the Fund for Third Party Claims Costs, RCRRA shall resume annual payments of \$50,000. In addition, RCRRA shall remit to Amtrak a make-up payment of an amount equal to \$50,000 for each year in which the annual payment was not paid to Amtrak until the total amount in the Fund is Five Hundred Thousand Dollars (\$500,000) (or such higher amount as may be established pursuant to this **Subsection G**), but in no event shall the total of all payments by RCRRA to the Fund exceed the total that would accrue if RCRRA paid \$50,000 to the Fund each year of the term of this Agreement. Periodically, but no more frequently than every three (3) years, the amount of the Fund shall be reevaluated in light of Third Party Claim activity, inflation and/or other economic conditions to determine whether \$500,000 is a sufficient balance. In the event it is determined that the \$500,000 figure is to be increased, RCRRA shall make annual payments of \$50,000 each until the amount of the Fund reaches such increased amount. Upon the expiration of this Agreement, Amtrak shall promptly pay to RCRRA all unexpended amounts in the Fund less (i) those amounts already committed for payment for Third Party Claims Costs, and (ii) a reasonable amount to be maintained in the Fund (the "Retainage") for Third Party Claims Costs relating to events known to RCRRA and/or Amtrak occurring before the end of the term and that in the reasonable determination of Amtrak could result in a Third Party Claim. Subject to payment of actual Third Party Claims Costs, the Retainage shall be paid to RCRRA upon the later of (i) the resolution of any Third Party Claim either party knows exists as of the date of expiration or termination and (ii) the expiration of the relevant statute of limitations.

G. Failure to Maintain Insurance.

Except as otherwise set forth in **Subsection 7.A(i)**, in the event that (i) RCRRA or its contractors or subcontractors fails to maintain the Required Insurance with all applicable enhancements and provisions or (ii) RCRRA fails to remit the amounts to be paid by RCRRA to the Fund referred to in **Subsection 7.A.b** and in accordance with **Subsection 7.F** hereof, Amtrak may upon written notice to RCRRA suspend service at Union Depot and RCRRA shall promptly provide evidence that the Required Insurance is maintained, or has been obtained and/or, if the suspension is due to RCRRA's failure to remit payment to Amtrak pursuant to **Section 7.A.b** and in accordance with **Subsection 7.F**, remit payment to Amtrak of the full amount then due to be paid by RCRRA to the Fund; and if RCRRA does not promptly provide the evidence or remit payment of the full amount then due to be paid by RCRRA to the Fund (either or both as the case may be), cease service at Union Depot and RCRRA shall be responsible to Amtrak for all costs and any and all damages that Amtrak incurs as a result of such failure to maintain the Required Insurance or to provide evidence that the Required Insurance is maintained or to remit to Amtrak the full amount then due to be paid by RCRRA to the Fund, including but not limited to, claims that would have been paid by the Required Insurance, any other obligations of RCRRA under this Agreement, and all costs that Amtrak incurs in relocating its train operations to another location, tracks or station. Amtrak may, at its sole option, offset amounts due Amtrak pursuant to this **Subsection 7.G** against the unexpended amount of the Fund, if any, otherwise due RCRRA (after deductions referred to in **Subsection 7.F** for amounts already committed for Third Party Claim Costs and any Retainage) upon the termination or expiration of this Agreement.

8. **Term.** The initial term of this Agreement shall be for twenty (20) years commencing on the Effective Date and ending twenty (20) years thereafter (the "Initial Term"), unless sooner terminated due to Amtrak's railroad purposes by Amtrak giving one hundred eighty (180) days' prior written notice to RCRRA. Amtrak shall have the option to extend the term of this Agreement, under the then-existing terms and conditions, for one (1) additional twenty (20) year term by giving written notice of its intent to exercise this option at least 270 days before the end of the Initial Term.
9. **Interpretation.** The Section headings herein are for convenience only and shall not effect the construction hereof. This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia. All exhibits attached hereto are integral parts of this Agreement and the provisions set forth in the exhibits shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by Amtrak and RCRRA. Nothing in this Agreement is intended to or will derogate any right, duty, or obligation of Amtrak's Office of Inspector General under the Inspector General Act of 1978, as amended.
10. **Compliance with ADA.** RCRRA warrants that the Terminal Tracks and Platforms comply with the ADA and shall ensure that the Terminal Tracks and Platform remain in compliance with the ADA and/or comply with future statutory requirements that apply to passenger

platforms and/or tracks. Upon request from any governmental authority including but not limited to the FRA, the RCRRA shall provide an accessibility plan, (including any proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the platform into ADA compliance. To the extent this Agreement requires approval by the FRA under 49 CFR 37.42(d), the RCRRA shall provide FRA with a boarding plan for the platforms before any platform improvements have begun.

11. Disputes. Any claim, dispute or controversy between Amtrak and RCRRA concerning the interpretation, application, or implementation of this Agreement shall be resolved pursuant to the procedures set forth in Sections 3.1 3.2, 3.3, 4.2, 4.3, 4.4, 4.5 and 4.7 of The National Railroad Passenger Corporation Arbitration Agreement dated April 16, 1971 and the Arbitration Rules of the National Arbitration Panel as revised April 8, 1975 and January 3, 1985 (collectively, the "Arbitration Rules"), which Arbitration Rules are incorporated herein by this reference. For purposes of this Section, all references to the "Participating Railroad" shall be deemed to mean RCRRA; all references to the "National Arbitration Panel" or "NAP Panel" shall be deemed to mean the arbitration panel selected as described below; and all references in that agreement to the "Basic Agreement" and "NRPC Agreement" shall be deemed to mean this Agreement. The arbitration panel shall be composed of one member designated by Amtrak, one member designated by RCRRA, and a third member who shall serve as Chairperson selected by mutual agreement of the Amtrak and RCRRA members of the Panel; provided that nothing herein shall prohibit Amtrak and RCRRA from requesting that the sitting members of the National Arbitration Panel established under the NRPC Arbitration Agreement agree to serve as the arbitration panel for the purpose of resolving disputes under this Agreement.

12. Notice. Any request, demand, authorization, direction, notice, consent, waiver or other document provided for or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by the other party, shall be in writing and shall be delivered by hand or by deposit in the mails of the United States postage prepaid, in an envelope addressed as follows:

To Amtrak: National Railroad Passenger Corporation
2955 Market Street
4th Floor North; Box 20
Philadelphia, PA 19104
Attn: Sr. Director Host Railroads

With a copy to: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attn: General Counsel

To RCRRA: Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attn: Director

13. Entire Agreement. This Agreement, including the exhibits, contains the sole and only agreement of the parties with respect to the subject matter of this Agreement, except that the UD Lease quantifies the amount Amtrak is obligated to pay RCRRA for such use and provides a mechanism for payment to be made.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

For National Railroad Passenger Corporation:

Signature: _____

Name: _____

Title: _____

Date _____

For Ramsey County Regional Railroad Authority:

Signature: _____

Name: _____

Title: _____

Date _____

Approval Recommended:

Timothy A. Mayasich
Director

Approved as to form:

Assistant County Attorney

Exhibit A
[See separate attachment]

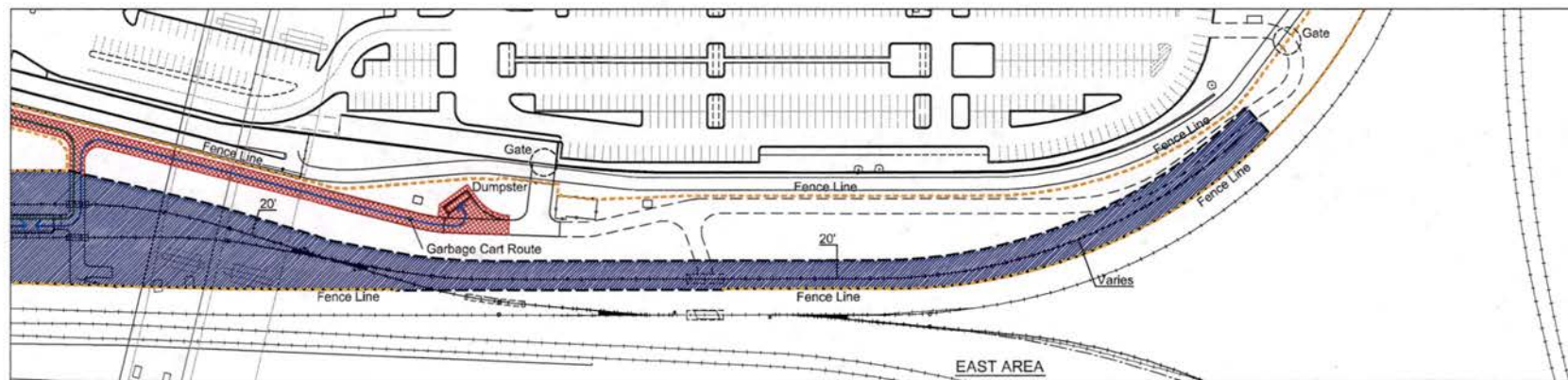
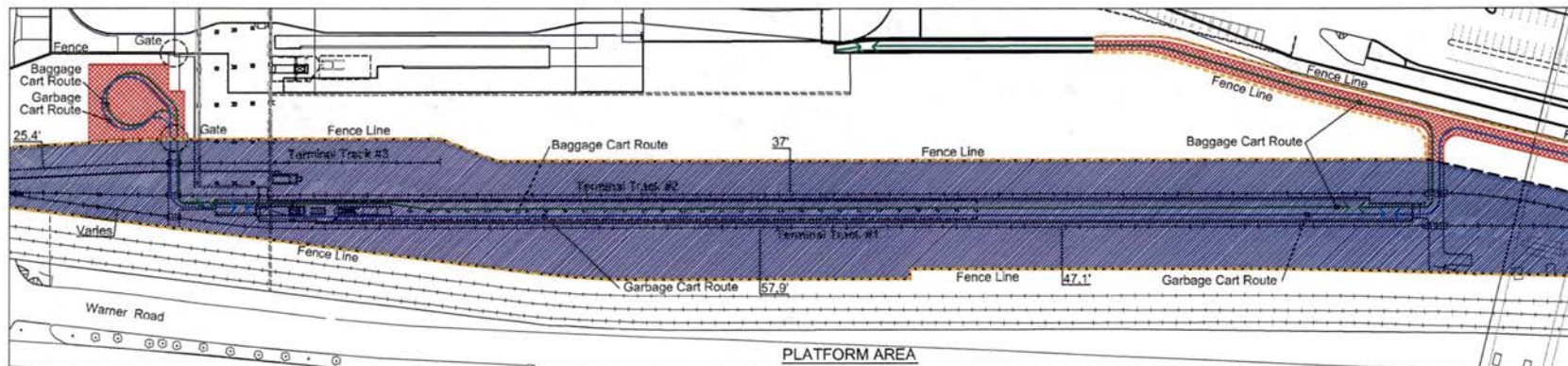
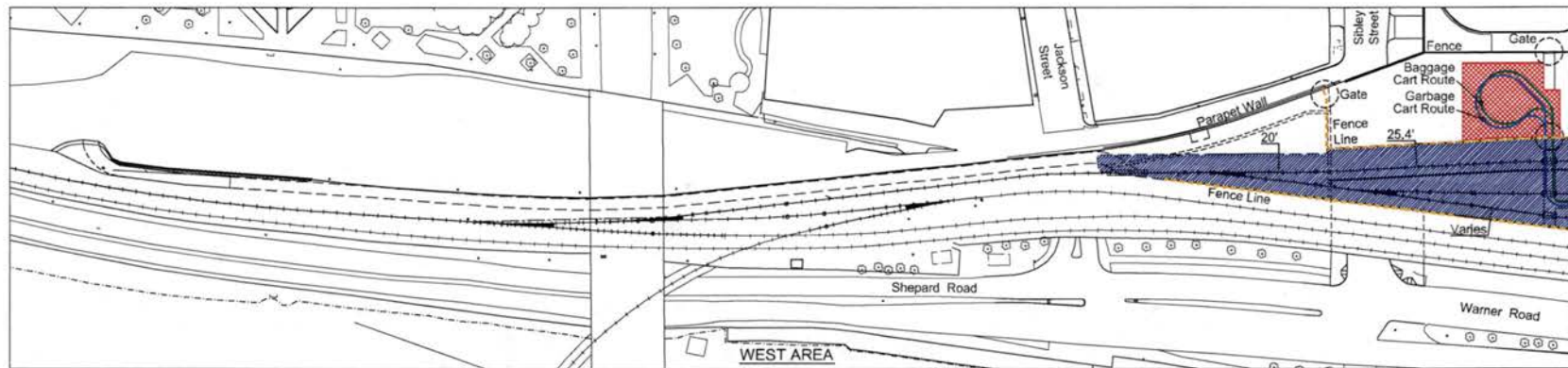


Exhibit B

[See separate attachment]

RCRRA INSURANCE REQUIREMENTS
Construction, Track Maintenance and Demolition Contractors

DEFINITIONS

In these Insurance Requirements, "RCRRA" shall mean Ramsey County Regional Railroad Authority, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation "Contractor" shall mean the party providing construction, track maintenance and demolition services on, over, under or adjacent to the railroad tracks. as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. .

INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to RCRRA and Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within 30 days of RCRRA's and/or Amtrak's written request. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors provided the evidence of insurance submitted by Contractor to RCRRA or Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to RCRRA and Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor may provide for the insurance coverages with such deductibles or retained amounts as RCRRA or Amtrak may approve from time to time, except, however, that Contractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

1. **Workers' Compensation Insurance** complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included.

If the contractor is considered to be a railroad, then the contractor should provide evidence of Federal Employers Liability Act (FELA) with limits of not less than \$10 million.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/Underground (X-C-U) applicable or added.

The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and

non-contributory with respect to any other insurance the additional insureds may carry.

Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.

3. **Automobile Liability Insurance** covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's CGL insurance. The policy shall name RCRRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million each occurrence.

4. **Railroad Protective Liability (RRP) Insurance** covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to RCRRRA and Amtrak prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all remaining personal property of Contractor, its contractors and subcontractors used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Insurance policies of Contractor, its contractors and subcontractors, covering tools, equipment and other personal property will include a waiver of subrogation and any other rights of recovery in favor of RCRRRA, Amtrak and Contractor.
6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor, with RCRRRA, National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence. The coverage shall be maintained during the term of the

project, and for at least two (2) years following RCRRA's and Amtrak's acceptance of the completion of all Operations to be performed.

7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to RCRRA and Amtrak. The policy shall name RCRRA and National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

8. **Professional Liability Insurance** covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have a retroactive date that precedes any design work on the project and shall have limits of liability of not less than \$2 million per claim and \$2 million in the annual aggregate.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

9. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against RCRRA, Amtrak, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.
10. **Punitive Damages** Unless prohibited by law, no liability insurance policies required above shall contain exclusion for punitive or exemplary damages.
11. **Claims-Made Insurance** If any liability insurance specified above shall be provided on a claims-made basis then, in addition to coverage requirements above, such policy shall provide that:
 - a. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
 - b. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - c. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability) for at least three (3) years following completion of the Operations; and
 - d. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least six (6) years to report claims arising from Operations.
12. **Evidence of Insurance** Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies. THESE DOCUMENTS SHALL INCLUDE A

DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 Fourth Street E
St. Paul, MN 55101

Director I&C Projects
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

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3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 11/12/2013

SUBJECT: Planning for Regional Economic Competitiveness – Presentation by Mark VanderSchaaf and Janna King

EXECUTIVE SUMMARY:

Several efforts are emerging in the Greater Twin Cities region to encourage more strategic partnerships and align investment decisions to support regional economic competitiveness. The region is home to more Fortune 500 companies per capita than any other metropolitan region. At the same time, concerns have been growing over the past decade that economic and racial disparities are increasing and that economic growth is not keeping pace with regional expectations. In response, the Metropolitan Council ("METC") and the Greater MSP Partnership, among other regional economic stakeholders, are refining their efforts to advance equitable economic competitiveness in the Twin Cities region.

Regional economic competitiveness has been an issue at the heart of discussions at the *Corridors of Opportunity* policy board. Through funding from the McKnight Foundation, the National Association of Regional Councils ("NARC") and MZ Strategies LLC partnered to survey a subset of regional planning agencies and examine efforts in Denver, Kansas City and Seattle metropolitan areas to highlight different approaches to economic competitiveness. The study provides a snapshot of regional economic innovation and collaboration necessary to achieve equitable economic growth in the greater Twin Cities metropolitan area.

Simultaneously, the METC engaged Economic Development Services, Inc. to assist the METC in thinking about how economic competitiveness could be integrated in *Thrive 2040* and the METC's role in supporting regional economic competitiveness.

Mark VanderSchaaf, Director of Regional Planning for the METC, and Janna King, Economic Development Services Inc., will present findings from both studies and discuss how this is informing the METC's initiatives.

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Planning for Regional Economic Competitiveness – Presentation by Mark VanderSchaaf and Janna King

ATTACHMENTS:

1. Planning for Regional Economic Competitiveness: Executive Summary - National Association of Regional Councils and MZ Strategies, LLC
2. Integrating Economic Competitiveness into Thrive 2040 & the Metropolitan Council - Economic Development Services, Inc.

PREVIOUS ACTION:

None.

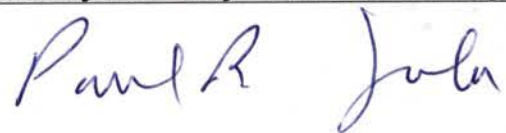
COUNTY MANAGER'S COMMENTS:

The presentation provides findings from two studies conducted earlier this year: one study focuses on a subset of regional planning agencies in the United States to highlight different regional approaches to economic competitiveness and their applicability to the Twin Cities region; the other focuses on a regional framework and potential role of the METC in supporting economic competitiveness in the Twin Cities. This presentation and related materials provide additional information for Ramsey County to consider as it collaborates with regional partners and determines its role in supporting economic competitiveness.

SUBJECT: Planning for Regional Economic Competitiveness – Presentation by Mark VanderSchaaf and Janna King

Regional Railroad Authority – Authorized Signature	Date
	11/6/13

Finance – Authorized Signature	Date
	11/4/13

County Attorney – Authorized Signature	Date
	11/5/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



NARC

Building Regional Communities



Economic Development Planning to Promote Regional Competitiveness

Executive Summary

Through funding from the McKnight Foundation, the National Association of Regional Councils (NARC) and MZ Strategies, LLC partnered to survey a subset of regional planning agencies and examine efforts in Denver, Kansas City and Seattle metropolitan areas to highlight different approaches to economic competitiveness. The study provides a snapshot of regional economic innovation and collaboration necessary to achieve equitable economic growth in the greater Minneapolis-St. Paul metropolitan area.

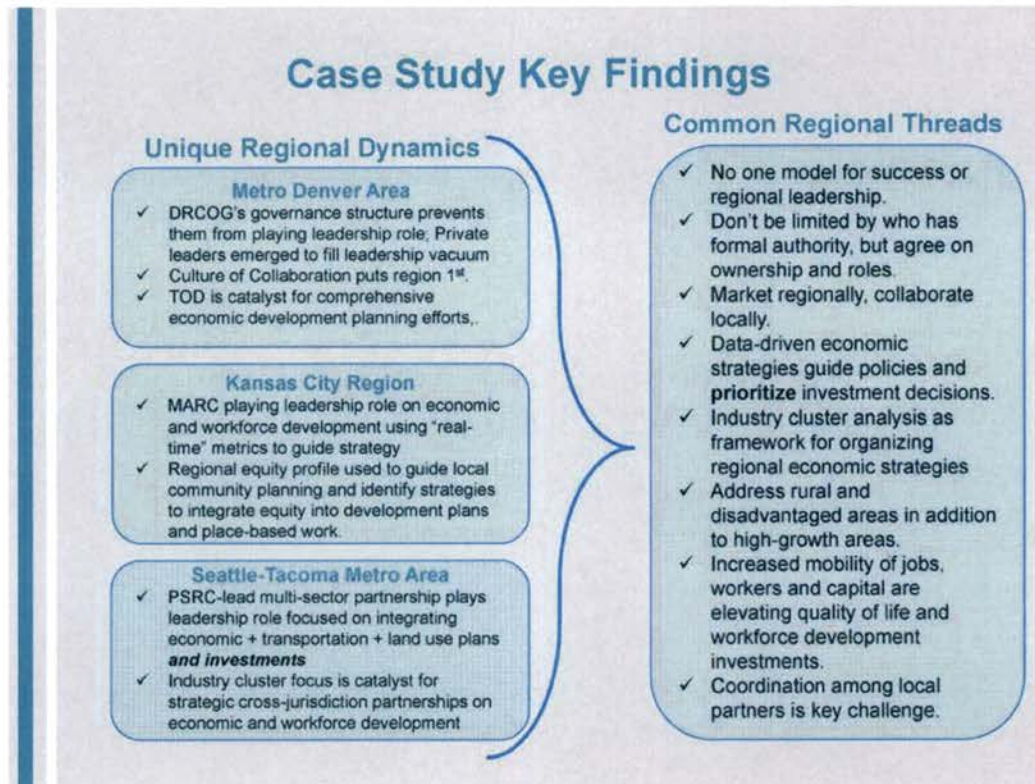
The survey was distributed by NARC to directors and/or lead economic development staff at 30 pre-identified target regional agencies based on similarities and appropriateness to serve as a model for the Minneapolis-St. Paul region. Overall, 16 of 30 regions responded – a response rate of 53 percent.¹

Key Findings from Survey of Regional Planning Councils

- A large majority of those who responded are doing some type of direct engagement on regional economic performance, but there is wide variation in terms of direct implementation, authority tools and level of engagement and committed leadership by the private sector.
- Industry clusters provide a manageable and focused strategy for coordination between sectors and jurisdictions on workforce development, infrastructure, and business marketing, expansion and retention needs.
- The Met Council has the largest operating budget of those surveyed, reflecting its unique role as a transit and water/sewer provider in addition to its regional planning role, yet was the only respondent to not have a regional economic development strategy.
- Of the surveyed regions, 75 percent track metrics to evaluate and inform regional economic performance but only 50 percent use metrics to prioritize investments.
- Overall, the regions that are administering economic development programs are doing so either via federal requirements or a committee structure comprised of local elected officials, business leaders and planning professionals.

¹ Respondents included Southeast Michigan Council of Governments, Wasatch Front Regional Council, Triangle J Council of Governments, New Orleans Regional Planning Commission, Maricopa Association of Governments, Capital Area Council of Governments, Alamo Area Council of Governments, Mid-America Regional Council, Houston-Galveston Area Council, South Florida Regional Planning Council, Denver Regional Council of Governments, Centralina Council of Governments, Delaware Valley Regional Planning Commission, and the Metropolitan Council.

- Committed leadership and involvement by the private sector is essential, but can be challenging during implementation phase unless a clear regional vision and action plan is established which clarifies roles and responsibilities.
- Only eight regions report social equity goals included in their economic planning, and these are regions receiving HUD grants, so experience in applying metrics or informing their investments is limited.



Key Recommendations to Enhance Regional Economic Performance

The following five recommendations include strategies that could be employed by the Metropolitan Council and other private and public sector regional partners to advance economic competitiveness goals of the greater Minneapolis-St. Paul region. Some build off current elements already underway, but we believe the experiences in other regions underscore their validity and the importance of accelerating adoption.

- 1) **Establish Ownership and Clarify Roles around a Single Economic Strategy:** Determine who in the region has the authority to lead the development and manage the implementation of a single regional economic strategy. This entity plays a key coordination role in partnership with others. Greater MSP or the Metropolitan Council could potentially play this role. Regardless of who leads, the region needs to get behind one regional vision with defined strategies, specific action steps, and clarity around roles and responsibilities of different public and private stakeholders.

- 2) ***Define and Monitor Performance of Regional Goals for Equitable Economic Growth:*** The regional economic strategy should be informed by social and economic metrics that contribute to equitable regional growth and competitiveness, including strategies to address regional disparities. Continued monitoring and refinement of performance metrics should be shared regularly with regional partners. The Minnesota Department of Employment and Economic Development (DEED) and the Metropolitan Council currently maintain many of the key variables that could be developed into an equitable economic development dashboard.
- 3) ***Market Regionally and Coordinate Locally to Successfully Compete in Global Marketplace:*** As financial capital and the labor force have become more mobile and global, the nature of competition has changed. Regions cannot afford to compete internally for jobs, but rather must reframe their understanding of economic and workforce gaps and assets against national and international metropolitan competitors of core industry clusters. The Twin Cities is known for its regional collaboration but needs to exhibit this more strongly on economic and workforce development matters to help attract, retain and grow jobs.
- 4) ***Focus Economic and Workforce Development around Core Industry Clusters:*** The region should build upon the substantial research that has been done to identify core industry clusters in the greater Twin Cities metropolitan area and use this work as a foundation for creating its regional economic strategy and partnerships. This would include looking at the complete range of workforce and employer needs across the industry cluster including training, infrastructure, quality of life, research and innovation and business start-up, and expansion needs.
- 5) ***Prioritize Public Investments in Infrastructure, Education and Quality of Life:*** Maintaining a high quality of life is necessary to be competitive for attracting and retaining workers and businesses. Regional investments in education, information technology, transit and freight corridors by the state, counties, Metropolitan Council and local governments should all align strongly with the regional economic strategy.

For additional information on this study contact Autumn Campbell, NARC at autumn@narc.org or 202-618-5698 or Mariia Zimmerman, MZ Strategies, LLC at Mariia@MZStrategies.com or 703-582-7355.

Integrating Economic Competitiveness into Thrive 2040 & the Metropolitan Council

Ramsey County Regional Rail Authority
November 12, 2013



Economic Development Services, Inc.

Context & Framework

What is the Council's role in supporting the economy?

- **Development guide**¹ “for the orderly and **economical development, public and private of the metropolitan area**. The comprehensive development guide shall recognize and encompass physical, social or **economic needs** of the metropolitan area....”
- **Transportation Chapter** must include “the present and prospective demand for and constraints on access to **regional business concentrations** and other major activity centers and the constraints on and acceptable levels of development and vehicular trip generation at such centers.”
- **Comprehensive Plan Content**² Each plan shall specify expected **industrial and commercial development**, planned population distribution, and **local public facility capacities** upon which the plan is based.

¹MN Statutes 473.859

²MN Statutes 473.145

Focus of the Council

- Thrive Outcomes:
Stewardship
Prosperity
Equity
Livability
Sustainability
- Thrive Principles:
Integration
Collaboration
Accountability



**Integrating
economic
competitiveness
and economic
development
into Thrive 2040**

Defining Economic Competitiveness and Economic Development

- **Economic Competitiveness:** How the region relates to and competes to other regions in the global economy
- **Economic Development:** Actions to support the retention, expansion, attraction or creation of businesses that create jobs and tax base, primarily in sectors that export a product or service from the region.

Economic Competitiveness
Regional, strategic, and long term in national/global context

Economic Development
Tactical, transaction-oriented, often local

Economic Competitiveness



Economic Vitality Process© 2004
Economic Development Services, Inc.

Dynamic process

Requires
consistent,
long-term
collaborative
stewardship



Economic Development

Focuses primarily on sectors that export a product or service and import \$\$\$ into the regional economy (traded or basic industries)

Can be generated in four ways

- Entrepreneurship

- Business retention/expansion

- Attraction

- Import substitution

Provides tax base to support community development



Community Development

Infrastructure & quality of life essential to attracting businesses & workers

- Transportation
- Utilities
- Telecommunications
- Health care
- Recreational/cultural amenities
- Educational resources
- Housing
- Locally-oriented businesses

Supports healthy, educated workforce



Workforce Development

Helps businesses & workers adapt to rapid pace of economic & technological change

Reduces poverty, dependency

Supports business productivity & competitiveness



Infrastructure & quality of life
essential to supporting and
attracting businesses & workers

- Efficient
- Cost effective
- Attractive to workers and businesses

**Economic
Competitiveness
Focus of the
Metropolitan
Council**

Met Council's Role in Economic Competitiveness

- Long-range planning and investment that
 - Ensures efficient **movement of people & freight** globally, nationally & regionally
 - Provides for the **efficient treatment of wastewater**
 - Contributes to a **quality of life & cost structure that can attract & retain a talented workforce**
 - Works with local jurisdictions to **provide access & infrastructure to employment locations**
 - Provides a **consistent framework for land use planning throughout the region**
 - Supports **equitable sharing of the opportunities & challenges of growth** across the region's geographic & cultural communities

*Regional,
strategic &
long-term in a
national/global
context*

Findings and Recommendations from Two Studies

Findings & Recommendations

1. Establish ownership & clarify roles around a single economic strategy
2. Define & monitor performance of regional goals for equitable economic growth
3. Market regionally & coordinate locally to successfully compete in global marketplace
4. Focus economic & workforce development around core industry clusters
5. Prioritize public investments in infrastructure, education and quality of life

NARC & MZ Strategies - McKnight

Findings

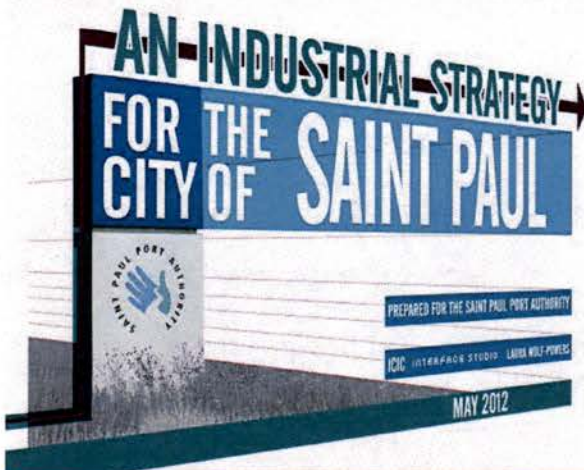
- Peer regions integrate consideration of economic competitiveness into regional development strategies including:
 - Land use, jobs in traded sectors & access to “good jobs”
 - Freight
 - Regionally significant economic places

Economic Development Services, Inc. for Metropolitan Council

Land use, traded sector jobs & access to jobs

Economic Development & Social Equity

- Traded clusters typically pay higher wages, provide better benefits than local cluster businesses
- Production, distribution, repair & logistics (PDRL)
 - Traded industries accessible to people with lower educational attainment
 - Typically industrial land use
- PDRL tends to be driven from urban core by higher land values/competitive uses
- Saint Paul strategies
 - Port Authority – redevelopment for PDRL
 - Central Corridor – primarily local cluster with emphasis on entrepreneurship



Recognition of freight and logistics

- Transit infrastructure provides critical *internal* connection between residents & employment locations
- Similar focus is needed for *external* freight and transportation connections to the global economy
 - 900,000 more people & increased business activity generate additional freight & waste
 - Efficient, cost-effective movement & distribution of goods critical to competitiveness
 - Freeway interchanges analogous to transit station areas as activity nodes important to the regional economy
 - Other regions are strategic about freight movement & related land use
 - New national DOT emphasis on efficient movement of freight
 - Anticipated growth in rail freight

Economic Drivers that connect MSP to the global economy

■ **Traded or basic industries that export a product or service & import \$\$ to the region**

- Manufacturing, business & financial services, education & knowledge services, information technology, transportation & logistics, food & agriculture, entertainment, hospitality & tourism

■ **GREATER MSP 5**

- Headquarters & business services
- Health & life sciences
- Food & agriculture
- Innovation & technology
- Financial services



Places that connect MSP to the global economy

Traded employment concentrations & transportation infrastructure



GREATER MSP cluster employment concentrations & transportation infrastructure,
2010, Metropolitan Council

Downtowns

*Corporate
campuses*

*Business &
industrial parks*

Major Institutions

*Key transportation
nodes & corridors*

Regional Connections to the Global Economy

- Public infrastructure that connects MSP businesses to the global economy
 - MSP International & other metropolitan airports
 - National highway system
 - Ports and inland waterways
- Private infrastructure connections and critical infrastructure
 - Railroads & intermodal hubs
 - Telecommunication
 - Electric/gas utilities



Regionally Significant Economic Places

- Places that have unique characteristics or assets significant to the regional economy
- Examples: airport, intermodal freight terminals, barge terminals, University of MN, community/technical colleges
- Provide region-wide benefit, may create local dis-amenity - noise, lack of tax base, traffic
- Council will continue to use its authority to protect and preserve compatible land use and limit incompatible uses

What's next for the Council??

- Internal alignment
- External collaboration

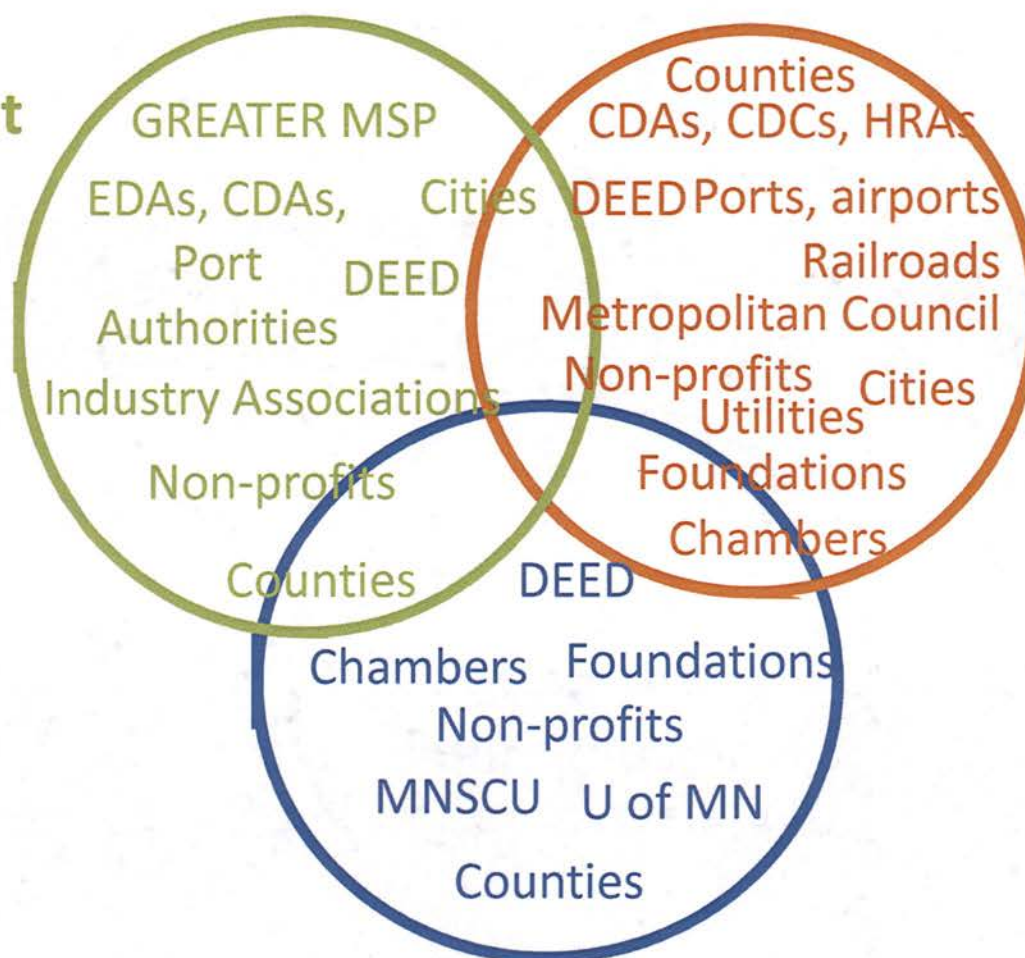
Integrating Economic Competitiveness Into the Metropolitan Council

- Aligning the Council's internal operations to reflect Council's role in supporting regional economic competitiveness
 - How do/can the Council's divisions support competitiveness?
 - Metro Transit & Transit Oriented Development
 - Metropolitan Transportation Services
 - Environmental Services
 - Community Development
 - Corridors of Opportunity
 - Livable Communities
 - Local Planning Assistance
 - Regional Parks & Natural Resources
 - Regional Policy and Research

Partners in Creating a Competitive Region *(partial listing)*

Economic Development

Focus on businesses that export a product or service & import \$\$ to the region.



Community Development

Focus on infrastructure & amenities that support & attract companies & workers.

Workforce Development

Focus on training & retraining workers with skills appropriate for regional economy.



Shared vision to integrate partner strategies

Focus on businesses that export a product or service & import \$\$ to the region.



Focus on infrastructure & amenities that support & attract companies & workers.

Focus on training & retraining workers with skills appropriate for regional economy.



Questions and Discussion

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