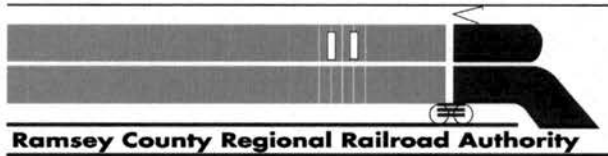




Ramsey County Regional Railroad Authority.
Records.

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

**REGIONAL RAILROAD AUTHORITY
ORGANIZATIONAL MEETING**

January 7, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the January 7, 2014 Regional Railroad Authority Annual Organizational Meeting is presented for approval.

MINUTES of the December 17, 2013 Regional Railroad Authority Meeting is presented for approval.

POLICY AGENDA

1. Election of Officers for 2014

Board Action Requested:

Election of Officers for the year 2014

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

2. Appointments to Outside Committees for 2014

Board Action Requested:

Approve appointments to various Outside Committees for the year 2014.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

December 17, 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 John Kelly, First Assistant County Attorney.

Chair McDonough called the meeting to order at 9:51 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the December 17, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Carter, McGuire, Ortega, Reinhardt, McDonough – 6. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the December 3, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Rettman, Carter, McGuire, Ortega, Reinhardt, McDonough – 6. Nays – 0.

1. Corridors of Opportunity - Presentation of the Ramsey County Regional Railroad Authority Activities

Josh Olson, Planning Specialist, Ramsey County Regional Railroad Authority, introduced himself and the rest of the project team from the Ramsey County Manager's Office, Janet Guthrie, Senior Policy Analyst, Mary Karcz, Senior Policy Analyst, and Mary T'Kach, Coordinator of Energy & Sustainability.

Mr. Olson kicked off the introduction to the presentation. The presentation followed with reports by Ms. Guthrie, Ms. T'Kach and Mr. Olson.

[The Corridors of Opportunity - Ramsey County Project Updates presentation is available online at <http://www.co.ramsey.mn.us/cb/meetings/> and is also on file with the office of the Ramsey County Regional Railroad Authority.]

Commissioner Carter asked if we are sharing this information with the partners who can be most impactful and who can actually help provide solutions.

Ms. Guthrie said yes. Another piece of this project is to develop recommendations on ways we can improve the workforce system and economic development at all levels - the local, state, regional and federal. These recommendations are being packaged to policy makers as well as employers, workforce providers, workforce service areas, such as Workforce Solutions, etc. The final report is currently 40 pages and growing, which will provide information not only on recommendations but also strategies to model the project if replicated in other corridors. Their community focus groups have also provided feedback on the project and their recommendations as community leaders. Our work is not done when this contract ends in January 2014 and we will be packaging the information will push for those changes.

Chair McDonough suggested adding a bullet point to the next steps conclusion of Fostering an East Side Transit Conversation to identify and secure funding to continue these conversations on the east side. He also invited the project partners who were in the audience to say a few words on the project.

Chuck Repke, Executive Director, District 2 Community Council, said it was a great experience for them to be able to see the diverse community respond to transit concerns on the east side. He said the conversations were significant and he thanked Ramsey County for the opportunity for this project.

Deanna Foster, Executive Director, Dayton's Bluff District 4 Community Council, said it was a wonderful high-speed experience. With the short timeframe, they were able to take risks they ordinarily wouldn't have taken. They were able to connect with the community with ease and received a wonderful response.

Betsy Leach, Executive Director, District 1 Community Council, said organizationally it has been wonderful for us all to be working together to figure out how this process can be applied in a variety of situations.

Chair McDonough thanked them for the significant work they have been doing.

Commissioner McGuire suggested adding a bullet point to the last page of "Takeways Across Ramsey County Regional Railroad Authority Projects" to take what we are learning from Fostering an East Side Transit Conversations project and apply it to other parts of our community. There are many areas within our county that would benefit from what we've gained from this project.

Chair McDonough said for the next steps, after the final Corridors of Opportunity meeting tomorrow, they will continue unfunded for another year with four work groups.

2. Approval of the 2014 - 2015 Ramsey County Regional Railroad Authority Budget and the 2014 Tax Levy

Commissioner Reinhardt moved approval of following resolution, seconded by Commissioner Carter.
Roll Call: Ayes - Rettman, Carter, McGuire, Ortega, Reinhardt, McDonough – 6. Nays – 0. R13-43

WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning in 2006; and

WHEREAS, The Director of the Ramsey County Regional Railroad Authority, on September 10, 2013, submitted the 2014 – 2015 Proposed Budget and 2014 tax levy of \$19,053,307; and

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a maximum net tax levy to the County Auditor on or before September 15; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a maximum net tax levy of \$19,053,307 for 2014 by Resolution R13-29, on September 10, 2013, to finance the 2014 budget; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit services in the region with other agencies, including the Metropolitan Council and other county regional railroad authorities; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2014 budget of \$29,868,241; an increase of \$9,367,952, or 4.6%, from the adjusted 2013 budget of \$20,500,289; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2015 budget of \$22,450,735; a decrease of \$7,417,506, or 2.5%; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2014 to be collected in the year 2014, a levy on all taxable properties in Ramsey County of \$19,053,307, a decrease of \$885,504, or 4.4% as summarized below:

	RCRRA Operations	CIP	Debt Service	2014 RCRRA Total
Gross Budget	\$ 11,777,624	\$ 14,465,617	\$ 3,625,000	\$ 29,868,241
Less – Revenues	- 1,427,584	-	-	- 1,427,584
Subtotal	\$ 10,350,041	\$ 14,465,617	\$ 3,625,000	\$ 28,440,657
Less – Fund Balance	+ _____	- 9,867,562	- _____	- 9,867,562

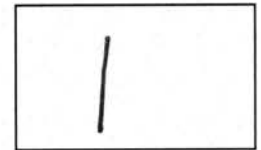
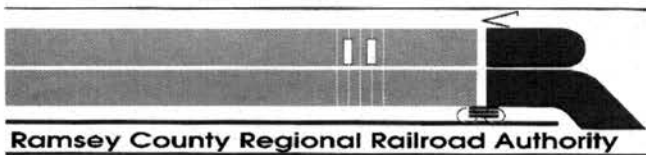
Subtotal	\$ 10,350,041	\$ 4,598,055	\$ 3,625,000	\$ 18,573,095
Plus – Estimated Tax Delinquency	+ 207,001	+ 91,961	+ 181,250	\$ 480,212
Total Tax Levy	\$ 10,557,041	\$ 4,690,016	\$ 3,806,250	\$19,053,307

CORRIDOR UPDATES

- Gateway Corridor
Commissioner Reinhardt reported that she attended the Gateway Corridor Commission meeting where they discussed the need for the bus rapid transit option to continue to be in a dedicated guideway as the study moves forward.
- Red Rock Corridor
Commissioner Rettman reported that the Red Rock Corridor Commission adopted the 2014 budget at the last meeting and are beginning the public comment period for the Alternatives Analysis Study.
- Active Living Ramsey Communities
Commissioner McGuire reported that the group met last week. She mentions this because much of what they do is to assure there are pedestrian walkways and bikeway connections in all of our transit corridors. They have a strategic plan that will help them to focus on this goal.

Commissioner Carter asked that the board receive copies of the final Corridors of Opportunity report when it is completed.

There being no further business, Chair McDonough declared the meeting adjourned at 10:55 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/07/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Election of Officers for 2014

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time set by the Ramsey County Regional Railroad Authority for election of officers.

ACTION REQUESTED

Election of Officers for the year 2014

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

SUBJECT: Election of Officers for 2014

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when officers are elected.

SUBJECT: Election of Officers for 2014

Regional Railroad Authority – Authorized Signature	Date
	12/20/13

Finance – Authorized Signature	Date
	12/18/13

County Attorney – Authorized Signature	Date
	12/17/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Election of Officers for 2014

Draft Resolution # 1

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2014.

Draft Resolution # 2

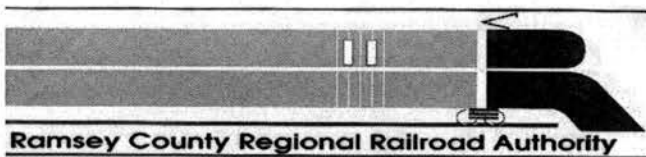
RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2014.

Draft Resolution # 3

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2014.

Draft Resolution # 4

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2014.



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/072014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Appointments to Outside Committees for 2014

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time established to approve appointment of Ramsey County Regional Railroad Authority Commissioners to Outside Committees.

ACTION REQUESTED

Approve appointments to various Outside Committees for the year 2014.

1

SUBJECT: Appointments to Outside Committees for 2014

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when Ramsey County Regional Railroad Authority Commissioners are appointed to outside committees.

SUBJECT: Appointments to Outside Committees for 2014

Regional Railroad Authority – Authorized Signature	Date
	12/20/13

Finance – Authorized Signature	Date
	12/18/13

County Attorney – Authorized Signature	Date
	12/17/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointments to Outside Committees for 2014

Draft Resolution

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

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2014:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2014:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2014:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2014:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2014:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2014:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

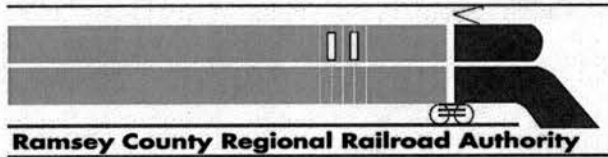
55 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the
56 Gateway Corridor for 2014:

57
58 Rafael Ortega
59 Victoria Reinhardt, Alternate
60 Jim McDonough, Alternate

61
62 And be it Finally

63
64 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the
65 Riverview Corridor for 2014:

66
67 Rafael Ortega
68 Jim McDonough, Alternate
69 Victoria Reinhardt, Alternate
70



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

REGIONAL RAILROAD AUTHORITY

January 28, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the January 28, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the January 7, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

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

Board Action Requested:

Authorize the issuance of a Request for Proposals for the Riverview 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 Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

2. Requests for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study

Board Action Requested:

Authorize the issuance of a Request for Proposals for Strategic Communications for the Riverview Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 7, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Absent – 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:26 A.M.

AGENDA

Commissioner McGuire moved approval of the Agenda of the January 8, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, McGuire, Carter, Rettman, Reinhardt, Huffman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the December 18, 2012 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Ortega, McGuire, Carter, Rettman, Reinhardt, Huffman, McDonough – 7. Nays – 0.

Chair McDonough gave his exit comments as Chair of Ramsey County Regional Railroad Authority (RCRRA). He thanked the RCRRA board for his term as Chair.

1. Election of Officers for 2014

Election of Chair

Chair McDonough opened the nominations for the election of the Chair.

Commissioner Reinhardt nominated Commissioner Rafael Ortega as Chair of the Ramsey County Regional Railroad Authority for 2013, seconded by Commissioner Huffman. Roll Call: Ayes – Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R14-01)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2014.

Election of Vice Chair

Chair Ortega opened the nominations for the election of the Vice Chair.

Commissioner Huffman nominated Commissioner Victoria Reinhardt as Vice Chair of the Ramsey County Regional Railroad Authority for 2013, seconded by Commissioner Carter.

Hearing no further nominations, the nominations were closed. Roll Call: Ayes – Carter, Huffman, McGuire, McDonough, Reinhardt, Rettman, Ortega – 7. Nays – 0.
(R14-02)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Victoria Reinhardt to serve as Vice Chair of the Ramsey County Regional Railroad Authority for the year 2014.

Election of Secretary

Chair Ortega opened the nominations for the election of the Secretary.

Commissioner McDonough nominated Commissioner Huffman as Secretary of the Ramsey County Regional Railroad Authority for 2014, seconded by Commissioner Reinhardt.

Hearing no further nominations, the nominations were closed. Roll Call: Ayes – Carter, Huffman, McGuire, McDonough, Reinhardt, Rettman, Ortega – 7. Nays – 0. (R14-03)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Blake Huffman to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2014.

Election of Treasurer

Chair Ortega opened the nominations for the election of the Treasurer.

Commissioner McDonough nominated Commissioner Toni Carter as Treasurer of the Ramsey County Regional Railroad Authority for 2014, seconded by Commissioner Reinhardt.

Hearing no further nominations, the nominations were closed. Roll Call: Ayes – Carter, Huffman, McGuire, McDonough, Reinhardt, Rettman, Ortega – 7. Nays – 0. (R14-04)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2014.

2. Appointments to Outside Committees for 2014

Commissioner McGuire moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Huffman, McGuire, McDonough, Reinhardt, Rettman, Ortega – 7. Nays – 0. (R14-05)

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

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2014:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2014:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2014:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2014:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2014:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2014:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Gateway Corridor for 2014:

Rafael Ortega
Victoria Reinhardt, Alternate
Jim McDonough, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Riverview Corridor for 2014:

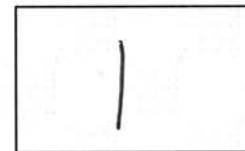
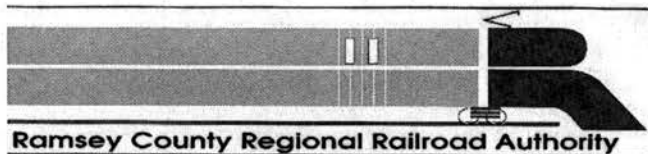
Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

CORRIDOR UPDATES

- High Speed Rail
Commissioner Rettman reported that the Minnesota High Speed Rail Commission (MNHSR) met on January 2, 2014. Dan Krom, Director of Passenger Rail, Minnesota Department of Transportation, discussed the voting changes being proposed for the Intercity Passenger Rail Forum, and Commissioner Rettman expressed the need for the MNHSR communities to have a voice at the table.
- Rush Line
Commissioner McDonough mentioned that Commissioner Reinhardt was interviewed by Minnesota Public Radio to discuss the Pre-Project Development Study that is currently taking place on the Rush Line Corridor and the transit options on the corridor.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:35 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **01/28/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route and is poised for several major redevelopment projects, including the Schmidt Brewery property, Victoria Park (formerly Koch Tank site), the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

In 1998, the RCRRA initiated a Major Investment Study (MIS) for the corridor comparing four major technology alternatives (no build; transportation system management; bus rapid transit; light rail transit). RCRRA completed the MIS in August 2000 and Bus Rapid Transit (BRT) was selected as the locally preferred alternative, which has not been implemented.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for the Riverview 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 Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

1

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

(Executive Summary continued from previous page)

In January 2013 the City of St. Paul requested that RCRRA reexamine the corridor. On May 7, 2013, the RCRRA passed resolution R13-19 which secured \$1,500,000 in funding for a Pre-Project Development Study to re-analyze the corridor. The study will determine the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor and identify a locally preferred alternative for amendment into the region's Long term Comprehensive Plan and advancement through the Federal Transit Administration New Starts process.

The Pre-Project Development Study will include significant public involvement as part of its detailed analysis of ridership, cost, and benefit. Of the \$1,500,000 secured for the study, \$1,450,000 has been identified for the Pre-Project Development PPD Study's cost and \$50,000 has been identified for the Strategic Communications Plan.

The RCRRA needs to issue a Request for Proposals to solicit qualified consultants to complete the Pre-Project Development Study. RCRRA staff will return to the RCRRA Board with a recommendation from the Riverview Corridor Policy Advisory Committee for selection of a consultant.

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

ATTACHMENTS:

Request for Proposals – Riverview Corridor Pre-Project Development Study

PREVIOUS ACTION:

Resolution R13-30, dated September 24, 2013, approved the membership of the Riverview Corridor Policy Advisory Committee.

Resolution R13-19, dated May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor.

COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

Regional Railroad Authority – Authorized Signature

Date

James H. Mayan

1/22/14

Finance – Authorized Signature

Date

Susan McKee

1/21/14

County Attorney – Authorized Signature

Date

Paul B. Zuber

1/22/14

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

SUBJECT: Issue a Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance transit
2 projects and corridors to the benefit of the citizens of Ramsey County; 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 Ramsey County Regional Railroad Authority initiated the Riverview
9 Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

10
11 WHEREAS, The Ramsey County Regional Railroad Authority in resolution R00-23, dated
12 November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview
13 Corridor, in the interest of meeting the transit needs in this corridor now and in the future and
14 consistent with St. Paul's recommendation; and

15
16 WHEREAS, The selected locally preferred alternative was not implemented; and

17
18 WHEREAS, The City of St. Paul in resolution RES 13-113, dated January 23, 2013
19 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

20
21 WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to
22 complete a Pre-Project Development Study under MAP-21, to determine if the Riverview Corridor
23 should receive a higher level of transit investment than what is currently identified for the corridor;
24 and

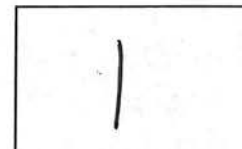
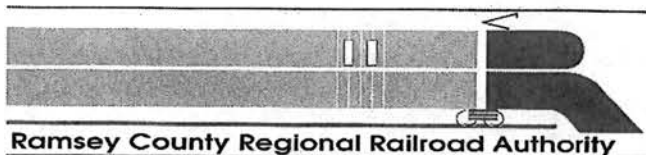
25
26 WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-19, dated
27 May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority
28 funds for the completion of a Pre-Project Development Study for the Riverview Corridor; and

29
30 WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-30, dated
31 September 24, 2013, approved the membership of a Policy Advisory Committee that is
32 geographically balanced, that includes residents, businesses, policy makers and agencies to
33 provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project
34 Development Study; and

35
36 WHEREAS, It is to the benefit of Ramsey County residents and businesses to undertake
37 this study; Now, Therefore, Be It

38
39 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
40 Request for Proposals for the Riverview Corridor Pre-Project Development Study, in accordance
41 with the County policies and procedures on Requests for Proposals, with direction to staff to return
42 to the Ramsey County Regional Railroad Authority with a recommendation for selection of a
43 consultant from the Riverview Corridor Policy Advisory Committee.





REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **01/28/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route and is poised for several major redevelopment projects, including the Schmidt Brewery property, Victoria Park (formerly Koch Tank site), the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

In 1998, the RCRRA initiated a Major Investment Study (MIS) for the corridor comparing four major technology alternatives (no build; transportation system management; bus rapid transit; light rail transit). RCRRA completed the MIS in August 2000 and Bus Rapid Transit (BRT) was selected as the locally preferred alternative, which has not been implemented.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for the Riverview 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 Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

(Executive Summary continued from previous page)

In January 2013 the City of St. Paul requested that RCRRA reexamine the corridor. On May 7, 2013, the RCRRA passed resolution R13-19 which secured \$1,500,000 in funding for a Pre-Project Development Study to re-analyze the corridor. The study will determine the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor and identify a locally preferred alternative for amendment into the region's Long term Comprehensive Plan and advancement through the Federal Transit Administration New Starts process.

The Pre-Project Development Study will include significant public involvement as part of its detailed analysis of ridership, cost, and benefit. Of the \$1,500,000 secured for the study, \$1,450,000 has been identified for the Pre-Project Development PPD Study's cost and \$50,000 has been identified for the Strategic Communications Plan.

The RCRRA needs to issue a Request for Proposals to solicit qualified consultants to complete the Pre-Project Development Study. RCRRA staff will return to the RCRRA Board with a recommendation from the Riverview Corridor Policy Advisory Committee for selection of a consultant.

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

ATTACHMENTS:

Request for Proposals – Riverview Corridor Pre-Project Development Study

PREVIOUS ACTION:

Resolution R13-30, dated September 24, 2013, approved the membership of the Riverview Corridor Policy Advisory Committee.

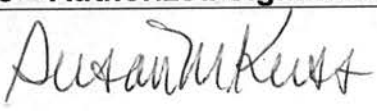
Resolution R13-19, dated May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor.

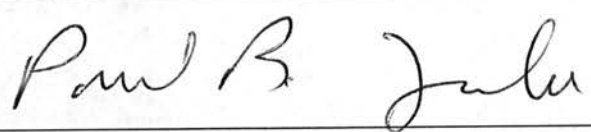
COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

Regional Railroad Authority – Authorized Signature	Date
	1/22/14

Finance – Authorized Signature	Date
	1/21/14

County Attorney – Authorized Signature	Date
	1/22/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for a Pre-Project Development Study for the Riverview Corridor.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance transit
2 projects and corridors to the benefit of the citizens of Ramsey County; 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 Ramsey County Regional Railroad Authority initiated the Riverview
9 Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

10
11 WHEREAS, The Ramsey County Regional Railroad Authority in resolution R00-23, dated
12 November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview
13 Corridor, in the interest of meeting the transit needs in this corridor now and in the future and
14 consistent with St. Paul's recommendation; and

15
16 WHEREAS, The selected locally preferred alternative was not implemented; and

17
18 WHEREAS, The City of St. Paul in resolution RES 13-113, dated January 23, 2013
19 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

20
21 WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to
22 complete a Pre-Project Development Study under MAP-21, to determine if the Riverview Corridor
23 should receive a higher level of transit investment than what is currently identified for the corridor;
24 and

25
26 WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-19, dated
27 May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority
28 funds for the completion of a Pre-Project Development Study for the Riverview Corridor; and

29
30 WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-30, dated
31 September 24, 2013, approved the membership of a Policy Advisory Committee that is
32 geographically balanced, that includes residents, businesses, policy makers and agencies to
33 provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project
34 Development Study; and

35
36 WHEREAS, It is to the benefit of Ramsey County residents and businesses to undertake
37 this study; Now, Therefore, Be It

38
39 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
40 Request for Proposals for the Riverview Corridor Pre-Project Development Study, in accordance
41 with the County policies and procedures on Requests for Proposals, with direction to staff to return
42 to the Ramsey County Regional Railroad Authority with a recommendation for selection of a
43 consultant from the Riverview Corridor Policy Advisory Committee.



Attachment

REQUEST FOR PROPOSALS

RIVERVIEW CORRIDOR

PRE-PROJECT DEVELOPMENT STUDY

Anticipated Evaluation Timeline

Release RFP:	February 5, 2014
Pre-Proposal Conference:	February 19, 2014
Written questions due:	February 26, 2014
Replies to questions returned:	March 5, 2014
Proposals due:	March 12, 2014
Proposal review:	March 12 - March 28, 2014

Issued by the Ramsey County Regional Railroad Authority

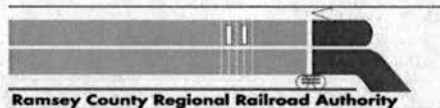


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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RIVERVIEW CORRIDOR PRE-PROJECT DEVELOPMENT STUDY

1. STUDY INFORMATION

The Ramsey County Regional Railroad Authority (RCRRA) is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations. RCRRA strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. RCRRA shall respond to the changing transit needs of the county's citizens in a manner that is sensitive to the financial impact to county taxpayers. RCRRA is committed to the planning of integrated transportation services in cooperation with other agencies.

RCRRA is soliciting proposals from qualified firms ("consultant") to conduct a Pre-Project Development Study (PPD) for the Riverview Corridor. The PPD Study will build upon previous work in the corridor with the goal of selecting a locally preferred alternative for the Riverview Corridor.

1.1 PROJECT SUMMARY

RCRRA seeks to advance the Riverview Corridor planning through the Pre-Project Development portion of the Federal Transit Administration's (FTA) New Starts Process. The Pre-Project Development Study (PPD Study) will not result in formally requesting to enter into FTA's New Starts Project Development process or formally entering into the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) process.

The PPD Study will determine and detail the benefits, costs, and impacts of implementing fixed guideway transit in the Riverview Corridor between Union Depot in downtown St. Paul and Minneapolis-St. Paul International Airport and the Mall of America. This information will inform the RCRRA, counties, cities, Metro Transit, Metropolitan Council, MnDOT, and other decision makers on the viability of fixed guideway transit and its implementation in the Riverview Corridor.

The PPD Study will result in the identification of a locally preferred alternative (LPA) for amendment by the Metropolitan Council in the region's long-range plan, the Transportation Policy Plan. The LPA will address the identified accessibility, mobility, and economic development needs in the corridor. The LPA identified through PPD Study should be analyzed sufficiently to be eligible to seek federal, state, and/or local funding for its continued advancement through the FTA New Starts process.

1.2 RIVERVIEW CORRIDOR BACKGROUND

The Riverview Corridor is designated for future transitway investments by the Metropolitan Council and the Counties Transit Improvement Board. The Riverview Corridor is generally identified as Union Depot through downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America.

The Riverview Corridor is 12.3 miles long and is defined by the Mississippi River on the south, the river valley bluff on the north, eastern edge of downtown Saint Paul and Fort Snelling, the Minneapolis-Saint Paul (MSP) International Airport and Mall of America. More specifically, the Corridor extends from Union Depot, through downtown Saint Paul and generally parallel to West Seventh Street and/or the Canadian Pacific Railway (CPR), across the Mississippi River to the Minneapolis-Saint Paul International Airport and terminates at the Mall of America. The corridor location is shown in **Figure 1**.

About two-thirds of the corridor lies within Ramsey County, while the remaining third (west of the Mississippi River) lies in Hennepin County.

The Riverview Corridor has been a key commercial transportation route since before Minnesota became a state. As the region began to develop, this corridor became the main route between Fort Snelling and Saint Paul. While Fort Snelling has been surpassed as an attraction by the nearby MSP airport and Mall of America complex, Riverview continues to connect St. Paul's downtown and neighborhoods to each other and the region.

Today the Riverview Corridor is home to a variety of communities and land uses; the Lowertown neighborhood is in the midst of a commercial resurgence and residential development (**Figure 5**). The commercial/entertainment district just west of downtown is a regional attraction and has seen considerable reinvestment and redevelopment. Further southwest, the area is host to some of the best redevelopment and infill opportunities in Saint Paul. Former heavy industrial land on West Seventh Street is poised to become a neighborhood of mixed income housing. The Crosby Lake Industrial Park is almost fully developed. Several new mixed-use housing developments are newly constructed, under construction or in advanced planning stages. This includes the Schmidt Brewery redevelopment, Victoria Park (frmr. Koch Tank Site) and multi-family developments at Shepard Road and Davern Street. The former Ford Plant, situated on the northwest extent of the project area, represents one of the largest redevelopment sites in the City of Saint Paul.

Across the river, in Hennepin County, the two largest attractions in the State of Minnesota: Minneapolis-Saint Paul International Airport and Mall of America. The airport is considering another expansion of Terminals 1 and 2 and the Mall of America is set to begin a major expansion effort in 2014. Additionally, the Mall of America is a central component to the City of Bloomington's mixed use vision for the South Loop District.

Why study transit in this corridor?

- (re)investment throughout the corridor
- Access to major job centers - Mall of America, Minneapolis-Saint Paul Airport, Saint Paul
- Connecting major transportation hubs - Mall of America, Minneapolis-Saint Paul Airport, Union Depot

The PPD study will build upon analysis completed in previous studies. The purpose of the PPD Study is to:

- Identify the market(s) for transit service in the corridor.
- Identify the appropriate transit mode(s) and alignment(s) to serve the market area(s).
- Evaluate the identified transit mode(s) and alignment(s) to select a locally preferred alternative for advancement into environmental review.
- Identify, engage and clearly communicate with, and obtain and incorporate meaningful input from key constituencies in the corridor regarding the transit market(s), proposed alternatives, and evaluation results identified through the PPD Study. Critical constituencies include stakeholders, the general public, and those traditionally underrepresented in the transportation decision-making process.
- Develop a recommended course of action for advancing the corridor into environmental review and the FTA New Starts process.

1.2.1 TRANSIT SERVICES AND FACILITIES

Metro Transit and the Minnesota Valley Transit Authority (MVTA) provide transit service in or adjacent to the Riverview Corridor. This service consists of local, limited stop, and transitway service. Local service is provided via routes 70, 74, 84, 46 and 417.

Limited stop service between Union Depot, MSP, and Mall of America is provided via Route 54, which runs every 12 minutes during peak periods and every 15 minutes during most other periods.

Transitway service is provided by multiple corridors, METRO Green Line LRT connects to the corridor at Union Depot in downtown St. Paul, METRO Blue Line LRT connects at the Minneapolis/St. Paul International Airport, and at the Mall of America, intermediate stations in Bloomington, and Mall of America, METRO Red Line BRT connects at the Mall of America.

1.2.2 UNION DEPOT

The Riverview Corridor will connect to Union Depot, a multi-modal transit and transportation hub, in downtown St. Paul. At the Depot, connections are available to multiple transportation modes including:

- METRO Green Line LRT connecting downtown St. Paul, downtown Minneapolis, the Midway area, the University of Minnesota, and into the region's METRO system of LRT and Highway BRT services
- Local, limited stop, and express bus routes 21, 53, 54, 65, 417, 480, 484, 489
- Amtrak connecting the Twin Cities to Chicago and Seattle/Portland along the Empire Builder Route
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states
- Bicycle share at the Nice Ride station and regional trail connections along the Union Depot train deck/Kellogg Blvd. and Warner Road
- Private bus connections to Treasure Island and Mystic Lake casinos
- Private taxi service

1.2.3 MINNEAPOLIS/ST. PAUL INTERNATIONAL AIRPORT

The Riverview Corridor will connect to the Minneapolis/St. Paul International Airport. At MSP, connections are available to multiple transportation modes including:

- METRO Blue Line LRT connecting Bloomington, Fort Snelling, south Minneapolis, and downtown Minneapolis.
- Limited stop bus service via Route 54.
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states.

1.2.4 MALL OF AMERICA STATION

The Riverview Corridor will connect to the Mall of America Station. At the station, connections are available to multiple transportation modes including:

- METRO Blue Line LRT connecting Bloomington, Fort Snelling, south Minneapolis, and downtown Minneapolis.
- METRO Red Line BRT connecting to Eagan, Burnsville, and Apple Valley.
- Local and limited stop bus service via routes 5, 54, 415, 437, 440, 442, 444, 445, 515, 538, 539, 540, 542, and 683.

1.2.5 HIGHWAYS

In 2014 the Minnesota Department of Transportation will be undertaking a redecking of the TH 5 Mississippi River Bridge. This project will include removing and repairing the bridge decks and concrete pavement, replacement of guardrails and medians, joint replacement and cleaning and the cleaning and repainting of bridge segments.

The City of St. Paul is exploring the potential realignment of the Hwy 5 and Shepard Road interchange area and its impacts on traffic patterns including how changes may impact through traffic. This includes an analysis of how through traffic will access I-35E at the Shepard Road and Hwy 5/W. 7th interchanges with I-35E.

1.2.6 REGIONAL TRAILS

The Riverview Corridor provides connections to multiple regional trails including the Sam Morgan Regional Trail, the Minnesota Valley State Trail, Ft. Snelling State Trail, I-494 Walkway Trail.

1.2.7 MAP-21

The passage of MAP-21 has impacted this study and will continue to impact the Riverview Corridor. Continued assessment of the impact of the changes to the New Starts/Small Starts Process under MAP-21 will be important throughout the duration of this study. All aspects of the PPD Study shall be Federal Transit Administration (FTA) New Starts/Small Starts compliant to ensure future federal funding eligibility. Additional information on the FTA evaluation process for proposed New Starts/Small Starts projects can be found at http://www.fta.dot.gov/documents/NS-SS_Final_PolicyGuidance_August_2013.pdf.

1.2.8 AGENCY COORDINATION

In addition to its relationship to the regional transit system, the Riverview Corridor includes an international airport, highways of federal, state, county and city jurisdiction as well as multiple regional trails, Historic Ft. Snelling, The Minnesota Valley National Wildlife Refuge, and is in close proximity to culturally significant resources associated with the confluence of the Minnesota and Mississippi Rivers. The Metropolitan Council, Metro Transit, Federal Highway Administration, Minnesota Department of Natural Resources, County Public Works and Parks Departments, City Public Works and Parks Departments, Minnesota Historical Society, Metropolitan Airports Commission and National Parks Service will be key stakeholders.

1.2.9 B LINE IMPLEMENTATION

West 7th Street has been identified as the second arterial BRT line to be delivered following implementation of A Line BRT on Snelling Avenue. The B Line, as the West 7th line will be called, will enter engineering in 2015, be constructed in 2015-2016, and open for service in late 2016. The project will construct high-amenity transitway stations approximately every 1/2 mile along West 7th Street, originating at the Union Depot and terminating at the Mall of America. The B Line will replace the high-frequency, limited stop Route 54 with more frequent service and faster trips due to off-board fare collection and transit signal priority.

1.3 RIVERVIEW CORRIDOR POLICY ADVISORY COMMITTEE

The Riverview Corridor Policy Advisory Committee (PAC) was created in 2013 by the Ramsey County Regional Railroad Authority (RCRRA) to advise the RCRRA on the Riverview Corridor PPD Study. The PAC will meet at key milestones of the study currently assumed to be quarterly, but is depended upon the PPD Study schedule.

1.4 PROJECT INFORMATION CONTACT

All questions related to specific project requirements must be submitted in writing by 2:00 PM on February 26, 2014 to:

Kyle Vaaler

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

All questions should be submitted via email

Beyond the inquiry process described above, no contact regarding this RFP is to be made with Riverview Corridor PAC members or the agencies that they represent or members of their staff. Contact to any above persons may result in the rejection of a consultant's proposal.

1.5 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 10:00 AM in the Gateway Conference Room at Union Depot located at 214 4th Street East St. Paul, MN 55101 on Thursday, 19 February, 2014. While attendance is not mandatory, it is strongly recommended that a representative attend.

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2. SCOPE OF SERVICES

2.A GENERAL

The proposal will detail the key technical elements for the completion of this Pre-Project Development (PPD Study) Study, including documentation of methodology and findings, and reporting to the Riverview Corridor Study Project Manager. The following section outlines tasks to be included, key responsibilities, and key deliverables to be included in the study.

The proposed scope of services shall include two elements presented separately and distinctly from one another including a (1) base work plan, and (2) suggested modifications (if any) to the base work plan. These two elements are described below.

Base Work Plan

It is requested that the consultant develop a base work plan and fee for services in response to the task document in this scope of services. This work plan should include task descriptions, associated deliverables, estimates of staff hours per person/job category, per task and estimated expenses.

FEE AND EXPENSE ESTIMATES BY TASK SHALL BE PREPARED AND SUBMITTED IN A SEPARATE ENVELOPE.

The proposed work plan should provide the most effective study process possible within the resource limits identified in this RFP. The RCRRA envisions that this will be achieved by leveraging the analysis completed in the Riverview Corridor Major Investment Study (2000) and the Metropolitan Transit's Arterial Transitway Corridors Study, and through implementation of FTA Guiding Principles for the effective development of a purpose and need, goals and objectives, and evaluation criteria that directly correlate with analyzing the alternatives including a rigorous technical evaluation process. The entire study process must include input from the Riverview Corridor Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC). Study materials must be prepared in a form and format easily understood by members of the public, including those typically not engaged through a traditional open house and website based public involvement plan. An efficient alternatives assessment process will apply rigorous assessment tools only to the most promising alternatives.

Nine key task elements should be accounted for in the proposed base work plan as described in Section 2B of this RFP. The proposed work plan should demonstrate an understanding of study needs and propose an efficient and effective study process, accounting for the inter-relationships among the task elements.

SUGGESTED MODIFICATIONS TO BASE WORK PLAN

The consultant is encouraged to propose the addition, refinement, and/or elimination of tasks in response to this scope of services. The consultant is encouraged to provide optional approaches and share opinions for improving the study process. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall include any implications to the assumed timeframe for the study indicated in Section C.

FEE IMPLICATIONS RELATIVE TO THE SUGGESTED WORK PLAN MODIFICATIONS SHALL BE INCLUDED AS A SEPARATE SECTION FROM THE BASE WORK PLAN IN THE FEE ESTIMATE PACKET.

STUDY AND GOVERNANCE STRUCTURE

The Riverview Corridor Pre-Project Development Study contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The consultant will report to the RCRRA Project Manager and coordinate with established project committees and groups as appropriate.

BUDGET AND SCHEDULE

Local funding not to exceed \$1,450,000 is available to support the RCRRRA planning effort. The proposal should include a contingency of no less than 10 percent of the total study budget.

The RCRRRA intends for the study to be complete eighteen (18) months from the date of contract award. Recommendations for schedule compression and streamlining that actively promote a high quality standard and robust stakeholder support are strongly encouraged.

INTERAGENCY COORDINATION

While the RCRRRA retains responsibility for overall coordination and contact with its partner agencies including but not limited to jurisdictions, local interest groups, transit providers, etc., it recognizes that the consultant will require information from these agencies to properly complete tasks in this scope of services. All coordination with the partnering agencies, requests for information from the agencies and contact with the agencies will be done with the full knowledge and active participation of the RCRRRA. Specific agency coordination is needed with the Metropolitan Council, Metro Transit, Minnesota Department of Transportation, and the Metropolitan Airports Commission. Courtesy coordination is needed with the Federal Transit Administration and may be needed with the Federal Railroad Administration, Federal Highway Administration and other federal and state agencies.

2.B KEY WORK TASK ELEMENTS

The Riverview Corridor Pre-Project Development (PPD) Study will identify a locally preferred alternative for the Riverview Corridor. This approach will require significant emphasis on public and stakeholder involvement to allow for the PPD Study to be completed and, following the PPD study completion, for its LPA to utilize a streamlined National Environmental Policy Act and Minnesota Environmental Policy Act process where only one build alternative is analyzed with the no-build alternative.

The PPD Study will not formally initiate the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) processes nor formally advance the project into Project Development as defined by FTA. However, the analysis and work products from this study should be conducted and prepared in conformance with NEPA, MEPA and FTA New Starts requirements so that they can be made part of future NEPA, MEPA, and New Starts documentation.

The PPD Study will integrate the analysis completed in the Riverview Corridor Major Investment Study (2000) and will include a screening-level evaluation of the initial alternatives that identifies a manageable set of alternatives that are most promising for advancement into more detailed development, evaluation, and consideration as the locally preferred alternative.

2.B.1 PREVIOUS AND WORK IN-PROGRESS TRANSPORTATION PLANNING AND REDEVELOPMENT INITIATIVES

Prior to commencing work, a compilation, summary, and analysis of relevant previous and work in-progress is required. RCRRRA staff can assist in the collection of these studies for distribution to the selected consultant if needed. Beyond those identified in Section V, previous and work in-progress transportation planning initiatives relating to the Corridor include, but may not be limited to, the following:

- **2030 TRANSIT MASTER STUDY, 2008:**

The Metropolitan Council's 2030 Transit Master Study provided the detailed analysis for the information that was included in the 2030 Transportation Policy Plan.

- **PRINCIPAL ARTERIAL STUDY FOR THE TWIN CITIES METROPOLITAN AREA, 2008:**
The Metropolitan Council and Minnesota Department of Transportation conducted a study of the region's Principal Arterials to determine the need for new/expanded principal arterials and expanded "A" Minor Arterials. The study concluded that the region does not have sufficient resources to build a system of Principal Arterials to accommodate future growth and that investments should be focused on low-cost/high-benefit projects including MnPASS lanes.
- **2030 TRANSPORTATION POLICY PLAN, 2010 (AMENDED MAY 8, 2013):**
The Riverview Corridor is included in the Metropolitan Council's 2030 Transportation Policy Plan as an arterial bus corridor on West 7th Street from downtown St. Paul to MSP Airport and Mall of America. The consultant should be aware that by late 2014, the 2030 Transportation Policy Plan and the Regional Development Framework on which it is based will be replaced by Thrive MSP 2040, the updated metropolitan development guide, and the 2040 Transportation Policy Plan.
- **TRAVEL DEMAND MANAGEMENT EVALUATION AND IMPLEMENTATION STUDY, 2010:**
The Metropolitan Council, working in consultation with MnDOT and its regional partners in Travel Demand Management (TDM), including Metro Transit and transportation management organizations, developed a regional TDM strategic plan (TDMSP) that will be used to guide investments in TDM activities in the region. The TDMSP articulates regional TDM goals, recommended TDM activities to meet these goals and recommends an administrative structure to oversee the regional TDM program and its ongoing evaluation.
- **HIGHWAY TRANSITWAY CORRIDORS STUDY, IN PROGRESS:**
The Metropolitan Council is studying eight highway corridors with relatively high levels of existing peak-hour, commuter transit demand for the feasibility of implementing a Highway Bus Rapid Transit (BRT) model similar to the models envisioned for the I-35W South Transitway (Orange Line) and the Cedar Avenue BRT (Red Line) project. The I-35E corridor traveling south from downtown St. Paul is one of the corridors under analysis. The study began in January 2013 and is expected to take about 12 months to complete. More information will be coming in early 2014.
- **ST. PAUL STREETCAR FEASIBILITY STUDY, IN PROGRESS:**
The City of St. Paul is studying a number of corridors for possible streetcar investments within the city. Corridors that have been identified for the City's long-term network include East 7th, Payne, Robert, Rice, Selby + Snelling, Grand, and West 7th. The Riverview Corridor is directly impacted by the West 7th corridor and may be impacted by the other corridors as they route through downtown St. Paul. The study is expected to conclude in early 2014 following open houses and a public hearing in January.
- **ARTERIAL TRANSITWAY CORRIDORS STUDY, 2012:**
Metro Transit studied 12 high-ridership urban corridors for BRT. The purpose of the study was to develop a facility and service plan to enhance efficiency, speed, reliability, customer amenities and transit market competitiveness on high demand local bus corridors identified for the nine Arterial BRT transitways in the Metropolitan Council's 2030 Transportation Policy Plan, plus Hennepin Avenue South, Lake Street, and Penn Avenue North. Through extensive analysis and stakeholder involvement, the study found that BRT would perform well on Snelling/Ford/46th, and it became the top priority for implementation with city and county support. The Study also analyzed West 7th Street from downtown St. Paul to the MSP International Airport and Mall of America.

- **REGIONAL TRANSITWAY GUIDELINES, 2012:**

The Metropolitan Council is leading an effort to develop Regional Transitway Guidelines for the region that will identify important technical considerations and guidance for transitway development. The effort is focused on LRT, Commuter Rail, Highway BRT, and Arterial BRT at this time but has identified the streetcar mode for possible inclusion as a future phase of the Guidelines. The Guidelines are organized by topic area including service operations, station spacing and siting, station and support facility, runningway, vehicles, fare-collection systems, technology and customer information, identity and branding, and project development, leadership and oversight.

- **TH5 MISSISSIPPI RIVER BRIDGE REDECK PROJECT, 2014:**

Mn/DOT proposes to redeck the T.H. 5 river bridge over the Mississippi River near Fort Snelling. The project will also involve concrete pavement repair on T.H. 5 and maintenance activities on the Shepard Road and Edgumbe Road bridges.

- **GREAT RIVER PASSAGE MASTER PLAN, 2013:**

On April 10, 2013, Saint Paul City Council approved the Great River Passage Plan. The Great River Passage Master Plan is the City of Saint Paul's long-term plan for unifying the entire length of Saint Paul's Mississippi riverfront into one grand and comprehensive vision to be realized over the next 30 – 50 years. It sets the stage for sustainable parks and open spaces; ecological restoration; economic development; and connection of the city, its neighborhoods and people to the Mississippi River.

- **CANADIAN PACIFIC RAILWAY FORD SPUR, FUTURE STUDY:**

The City of Saint Paul will be studying the potential reuse of Canadian Pacific Railway's Ford Spur as a regional bike trail.

- **FORD PLANT REDEVELOPMENT**

The Ford Twin Cities Assembly Plant in Saint Paul closed on December 19, 2011. The nearly 150-acre Ford site was home to an assembly plant operated by Ford Motor Co. for over 80 years. The property is located on the east bank of the Mississippi River in the Highland Park neighborhood of Saint Paul, surrounded by a vibrant residential community and bustling business district that grew up around it. The site provides an unprecedented redevelopment opportunity in the center of the Twin Cities region, in one of the most beautiful, stable and economically strong neighborhoods of Saint Paul. Since 2007, the City of Saint Paul has explored the future of the Ford Site.

- **FORT SNELLING**

Fort Snelling Upper Post is located entirely within unincorporated Hennepin County. In 2005, Hennepin County received a Base Realignment And Closure (BRAC) to address realignment of the 88th Readiness Command. As part of this project, Hennepin County examined the economic development impacts of this realignment, including conditions and opportunities at the Upper Post. The Fort Snelling Light Rail Transit and Upper Post Master Plan was prepared to articulate a vision and goals for redevelopment and transit oriented development of the Upper Post.

The B.H. Whipple Federal Building, located near the Fort Snelling LRT Station, is currently undergoing a significant renovation and energy efficiency upgrades. The building is home to approximately 1000 employees from various federal agencies including the Department of Veterans Affairs, the Department of Homeland Security, and various agencies within the Department of Defense.

- **RIVERVIEW CORRIDOR MAJOR INVESTMENT STUDY, 2000:**

The Riverview Corridor Major Investment Study (MIS), initiated in the fall of 1998 and concluded in July 2000, was sponsored by RCRRRA and the Federal Transit Administration (FTA). The MIS was conducted and technical documents prepared to support a decision on a locally preferred alternative. The MIS did not recommend an alternative, but rather provided a focused analysis and evaluation of the mobility needs in the corridor and possible solutions. The overall goal of the MIS was to develop an effective and efficient transportation strategy that improves access and mobility in the corridor, supports economic revitalization and contributes to the preservation and enhancement of the natural environment.

The major investment study was completed in 2000, and the Ramsey County Regional Railroad Authority (RCRRRA) supported a busway (or dedicated-lane bus rapid transit) for the Corridor. Due to public opposition, agency partners decided to not move forward with further engineering and environmental evaluation of the corridor. Since 2000, bus shelter improvements were completed along the corridor, and Metro Transit has added limited stop Route 54 along this corridor, which performs very well.

The selected consultant will be assisted by the RCRRRA in compiling all relevant information that has been gathered and analyzed to date. Once selected, the consultant is responsible for understanding the work completed to date so as not to duplicate previous work so that the resources available to the PPD Study can be most effectively utilized. Past plans and studies should not only be viewed as a source of information, but also as a source of community input.

In addition, the selected consultant will review transportation and land use plans from St. Paul, Bloomington, Ramsey County (including the Regional Railroad Authority), Hennepin County (including the Regional Railroad Authority). This should include review of existing and projected future conditions for land use, traffic volumes, transportation system performance/congestion levels and planned/programmed study area transportation infrastructure improvements.

The consultant will document key findings of previously completed work, complete an assessment of relevant materials to the PPD Study and document the work in a technical memorandum.

Agency Responsibilities:

- Assist consultant with previous studies relevant to the PPD Study.

CONSULTANT DELIVERABLES:

- Review and assess previous studies identified including transportation and land use resources.
- Technical memorandum summarizing assessment of relevant materials provided, highlighting key information relevant to the development of the Riverview Corridor purpose and need, transit alternatives evaluated and basis for advancing or not, and key challenges and synergistic opportunities for the transit alternatives advanced.

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2.B.2 PROJECT MANAGEMENT

The Ramsey County Regional Railroad Authority (RCRRA) will manage this Pre-Project Development study on behalf of the Riverview Corridor Policy Advisory Committee. The RCRRA project manager is to be consulted with and will give approval prior to the consultant performing study tasks. In addition to consulting with RCRRA project management staff, the consultant is expected to meet with the following groups:

Project Management Team (PMT)

The PMT will be the first group of staff engaged to guide the study and facilitate small working group coordination. The consultant will utilize the PMT to identify potentially contentious study issues prior to forming working groups or bringing the issues to the Technical Advisory Committee. The PMT will include the RCRRA project manager, consultant team, and key staff from the Metropolitan Council, Metro Transit, MnDOT, impacted regional railroad authorities/counties.

Technical Advisory Committee (TAC)

The TAC will be made up of key partnering agency representatives in addition to the RCRRA project manager and the consultant team. The TAC will provide technical input on study work efforts. The consultant project manager is expected to participate in eighteen (18) monthly meetings of the TAC. The membership of the TAC is identified in **Figure 1**.

Figure 1: Technical Advisory Committee Membership

Ramsey County Regional Railroad Authority	Minnesota Historical Society
Ramsey County - Public Works/Parks	Native American Tribal Representation
Hennepin County Regional Railroad Authority	MnDOT
City of St. Paul	Metropolitan Council
City of St. Paul Public Works/Parks	Metro Transit
City of St. Paul - PED	Transit Dependent Community Representative
City of Minneapolis	Metropolitan Airports Commission
City of Bloomington	Canadian Pacific Railway
St. Paul Area Chamber of Commerce	Government Services Administration
Riverfront Development Corporation	National Park Service
Minnesota DNR	

Policy Advisory Committee (PAC)

The PAC will provide policy input, direction, and approval of study work efforts. The PAC is expected to meet at key milestones of the project and not more than six times a year. The consultant team is expected to participate in up to nine (9) meetings of the PAC. The membership of the PAC is identified in **Figure 2**.

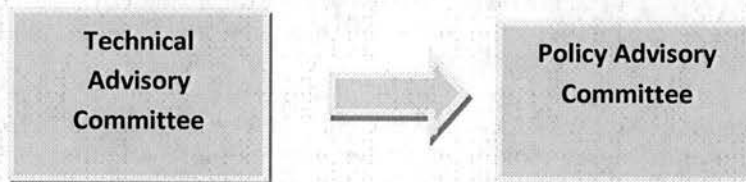
Figure 2: Policy Advisory Committee Membership

Ramsey County Regional Railroad Authority	Neighborhood Business Representative
Hennepin County Regional Railroad Authority	St. Paul Area Chamber of Commerce
City of St. Paul (Mayor or Designee)	Metropolitan Council
City of St. Paul, Ward 2 Councilmember	Community Representative
City of St. Paul, Ward 3 Councilmember	Metropolitan Airports Commission
City of Minneapolis (Mayor or Designee)	Minnesota Department of Transportation
City of Bloomington	

Figure 3 identifies the anticipated decision making structure for the PPD Study. The decision making structure for the Locally Preferred Alternative (LPA) and the final study approval is documented in Task 2.B.9.2.

To ensure that the PPD Study is properly managed, the consultant will be responsible for developing a project management plan for quality assurance/control of materials prepared for the study as well as schedule/milestone adherence. The consultant will prepare monthly progress reports detailing project milestones and schedule adherence.

Figure 3: Anticipated Decision Making Process



Key Agencies/Stakeholders

- Ramsey County RRA
- Ramsey County Parks
- Ramsey County Public Works
- Hennepin County RRA
- City of St. Paul
- City of St. Paul Parks
- City of St. Paul Public Works
- City of Minneapolis
- City of Bloomington
- Metropolitan Council
- Metro Transit
- Metropolitan Airports Commission
- Mn/DOT
- St. Paul Area Chamber of Commerce
- Native American Tribal Representation
- Canadian Pacific Railway

- Minnesota DNR
- Minnesota Historical Society
- U.S. Fish and Wildlife
- Government Services Administration
District Councils (Downtown, W. 7th, Highland)

CONSULTANT DELIVERABLES:

- Meeting preparation and attendance including agendas, information packets, presentation exhibits, presentations (e.g. PowerPoint) and meeting minutes for all PAC, TAC, working groups and RCRRRA project manager meetings in hard copy and electronic formats. Note these Project Management deliverables are not covered in Task 2.B.3 Stakeholder and Public Involvement.
- Preparation of study related agenda materials, including presentations, and attendance at key milestone meetings for the Riverview Corridor PAC.

2.B.2.1 QUALITY MANAGEMENT PLAN

The consultant should prepare a quality management plan that accommodates potential, future activities including preliminary design. Documentation should be provided in original software format (i.e. Microsoft Word, Excel, etc.) for future use by responsible agencies as well as in web compatible formats for access by the general public.

The quality plan should provide a process by which key stakeholder group review, consensus and/or approval activities are tracked and documented. Elements accounted for in this plan should include the consultant internal review process of key deliverables as well as the review process for key stakeholder groups. Key stakeholder groups include the FTA, PAC, TAC, PMT and RCRRRA project staff.

A key technical process component of the quality plan will be ensuring a technically sound and efficient process involving relationships between operating plans, travel demand forecast methods and FTA SUMMIT output. The compatibility of these elements will have a direct correlation with the quality and usefulness of key evaluation measures.

This quality management plan should be integrated into the study schedule.

AGENCY RESPONSIBILITIES:

- Timely review and approval of key study deliverables
- Integration of the quality plan with internal project management monitoring software

CONSULTANT DELIVERABLES:

- Quality Management Plan in original software (Microsoft Word, Excel, etc.) that addresses quality assurance/control, document control/archiving, progress reports, tracking of milestones and deliverables, and the input cycle of stakeholders as well as how the study schedule will be maintained.

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2.B.3 STAKEHOLDER AND PUBLIC INVOLVEMENT

Stakeholder and public involvement is a key component of the Pre-Project Development Study. With effective stakeholder and public participation, it is possible to make a lasting contribution to an area's quality of life and it is essential for good decision making.

The fundamental objective of the stakeholder and public involvement program will be to ensure that the concerns and issues of those with a stake in the Riverview Corridor are identified and addressed. The program for this study must provide for early and continuous involvement of stakeholders; reasonable public availability of technical and other information; collaborative input on alternatives and evaluation criteria; and, open access to the decision-making process. Additionally, the program must actively identify and engage populations that are not traditionally involved in transportation decision making in meaningful and accessible ways.

At a minimum the consultant will:

- Prepare a Participation Plan for the PPD Study.
- Track public comment, response, and how the comment influenced study decision-making and provide to RCRRA as part of a Public Involvement Technical Memorandum.
- Staff public meetings including open houses and neighborhood meetings.
- Provide translation services and translation of written materials for public consumption, as appropriate.
- Provide web-ready content for the Riverview Corridor website/facebook page.

Additionally, it is expected that the consultant and RCRRA will form stakeholder working groups to address details of specific, challenging technical issues along the various segments of the corridor. These groups will be developed and meet as needed until the issue is resolved. The consultant will facilitate these groups as well as assist with their formation.

2.B.3.1 PARTICIPATION AND COMMUNICATIONS PLAN

RCRRA intends to work cooperatively with affected cities, residents, businesses, property owners, educational institutions and other major institutions throughout the Pre-Project Development Study process and it is important that the participation and communications Plan address the importance of how to work and communicate effectively with these diverse groups throughout the process.

The consultant shall describe, and include in their cost estimate, the specific activities, techniques, format, and number of meetings anticipated, as well as formal public meetings and notices. The number of meetings shall be sufficient to ensure an open, proactive public involvement process and facilitate consensus development. Potential alternatives and issues will be discussed with committees, citizen and business/institutional groups, and corridor residents, businesses, and institutions. Additionally, the participation plan developed by the consultant should:

- Clearly define the purpose and objective for initiating a public dialogue on transportation issues.
- Specifically identify affected public and other stakeholder groups with respect to the plans and programs under development.
- Identify techniques for engaging the public in the process including but not limited to open houses, newsletters, web postings, neighborhood meetings, roundtables, and small group/focus group meetings.
- Identify notification procedures to effectively target affected groups.
- Identify education techniques, which result in an accurate and full public understanding of transportation issues.
- Establish techniques to demonstrate that decision makers considered public input and appropriately responded to public input throughout the process.

- Identify the languages spoken in the corridor and how the non-English or English as a second language communities will be activity engaged.

The participation plan shall be developed collaboratively with the RCRRA, incorporate the key best practices developed by the Corridors of Opportunity Community Engagement Steering Committee, and be fully developed within 30 days of the Notice to Proceed.

The participation plan should include the following elements:

- Public Information Strategy
- Stakeholder Identification
- Stakeholder Distribution Lists
- Material Development and Production

2.B.3.2 COMMUNITY MEETINGS

Approximately four rounds of public open house meetings are envisioned during the study at two different locations along the corridor (a total of eight meetings) to inform the public regarding preliminary findings and to gather input. The consultant will be responsible for preparing meeting materials, distributing notice to the distribution list and providing a press release to RCRRA for RCRRA to release.

In addition to open houses, it is anticipated that multiple meetings with district councils in St. Paul and other neighborhood and business groups will be important for informing the public and receiving their input. The consultant will be responsible to coordinate with RCRRA on meeting materials and attendance for these meetings. It is not anticipated that the consultant will need to attend every meeting, however, the consultant should anticipate attendance and participation at a minimum of four additional community meetings (sixteen total) for each series of public open house.

2.B.3.3 COMMUNITY MILESTONE NOTIFICATION

The consultant is responsible for, in consultation with RCRRA and the PAC developing and implementing a PPD Study milestone notification mechanism. This mechanism may include e-blasts via email, press releases, website notification, Facebook posts, postcards, and working with community organizations to notify the public of upcoming open houses, study decision points, and/or other items as necessary.

2.B.3.4 VIDEO/VISUALIZATION

The consultant is responsible for, in consultant with the RCRRA and the PAC the preparation of a video that provides educational content about the transitway development process, alignments and transit modes specific to the Riverview Corridor. Additionally, in conjunction with Task 2.B.7 the preparation of visualizations will be important in assisting with the selection of the Locally Preferred Alternative.

2.B.3.5 STRATEGIC COMMUNICATIONS

The consultant is responsible for working with the Riverview Corridor Strategic Communications consultant to identify appropriate communications activities. Every effort should be made to minimize the amount of duplication between the PPD Study's and Strategic Communication's public involvement efforts. The work scope for the Strategic Communications is included as Attachment C.

AGENCY RESPONSIBILITIES:

- Public Open House meeting facilities

- Facebook Posts
- Press Release Distribution

CONSULTANT DELIVERABLES:

- Public Involvement Technical Methodologies Report (see Task 8)
- Public Communications Plan
- Stakeholder distribution lists
- Meeting preparation and attendance. This includes agendas, information packets, presentation exhibits, electronic presentations (e.g.; PowerPoint) and meeting minutes for all PAC, TAC, public meeting summaries, and staff meetings in hard copy and electronic formats. Note these Stakeholder deliverables are not covered in Task 2.B.2 Project Management.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Consultant project manager attendance at open house and select community meetings
- PPD Study Community Milestone Notification Plan and distribution of notification to the public of key milestones of the study
- Corridor educational video
- Corridor visualizations

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2.B.4 MARKET ANALYSIS

The Riverview Corridor connects multiple uses ranging from residential to commercial to industrial. In addition to the development and redevelopment constantly taking place in the corridor, the corridor connects to the country's largest shopping mall and the 16th busiest airport. Due to the varied nature of land uses connected by the corridor, it is important that a transit travel demand market analysis and a transit oriented development market analysis be completed. These market analyses will provide valuable data to decision makers on the economic impact of the corridor as well as the transit market.

2.B.4.1 TRANSIT TRAVEL DEMAND MARKET ANALYSIS

To assist the Riverview Corridor PAC in identifying and determining if alternatives identified in Tasks 2.B.6 and 2.B.7 is able to serve the transit market of the corridor, a Transit Travel Demand Market Analysis (Market Analysis) will be undertaken. Transit survey data and the regional travel demand model along with other available origin-destination data should be used to identify existing and potential markets. The Market Analysis will need to be done for the corridor to properly inform the development of the Problem Statement and the Goals and Objectives in Task 2.B.6. When conducting the Market Analysis, the consultant should gather the following information:

- Trip length
- Trip type
- Time of day
- Origin and destination
- Other modes available
- Low income households
- Zero car households

The results of the Market Analysis will be critical to identifying how best to serve the transit needs of the Riverview Corridor

2.B.4.1 TRANSIT ORIENTED DEVELOPMENT MARKET ANALYSIS

The primary goal of the TOD Market Study is to provide the PAC with an assessment of TOD potential at the corridor and station area levels through analysis of short- and long-term demand (e.g. 2015 and 2030). The study is meant to better understand market realities and dynamics and provide valuable insights for use in the development and screening of initial alternatives (Task 2.B.6). To assist in understanding current and future market potential, the consultant is expected to schedule, coordinate, and facilitate an informational *Roundtable with Real Estate Professionals*. The roundtable will discuss innovative multi-modal mixed-use and transit-oriented developments including a focus on public-private partnerships, best practices and lessons learned.

An overall objective of the TOD Market Study includes forging a better understanding of the economic context in which City, County and regional partners may plan for TOD, and set forth specific recommendations regarding the amount, type, mix, and intensity of uses appropriate for station areas within the Riverview Corridor.

Upon identification of detailed number of alternatives (Task 2.B.7), Consultant will further examine and analyze the potential economic of implementing each transit mode and each alignment through an Economic and Fiscal Impact Analysis. The following provides a non-exhaustive list of economic criteria that may be analyzed for each mode and alignment:

- property values and rents (commercial, industrial, owned housing, rental apartments, institutional)
- vacancy and absorption rates

- retail spending
- employment and income generation
- tourism activity
- tax base expansion/contraction
- business relocation/attraction

Agency Responsibilities:

- Coordination of the approval of the Transit Travel Demand Market Analysis.
- Coordination of the approval of the Transit Oriented Development Market Analysis

CONSULTANT DELIVERABLES:

- Economic and Fiscal Impact Analysis of alignments/modes outlined in Task 2.B.6 and Task 2.B.7
- Schedule, coordinate, and facilitate *Real Estate Roundtable with Real Estate Professionals*
- Technical Memorandum documenting the Transit Travel Demand Market Analysis
- Technical Memorandum documenting the Transit Oriented Development Market Analysis

FIGURE 4: RIVERVIEW CORRIDOR

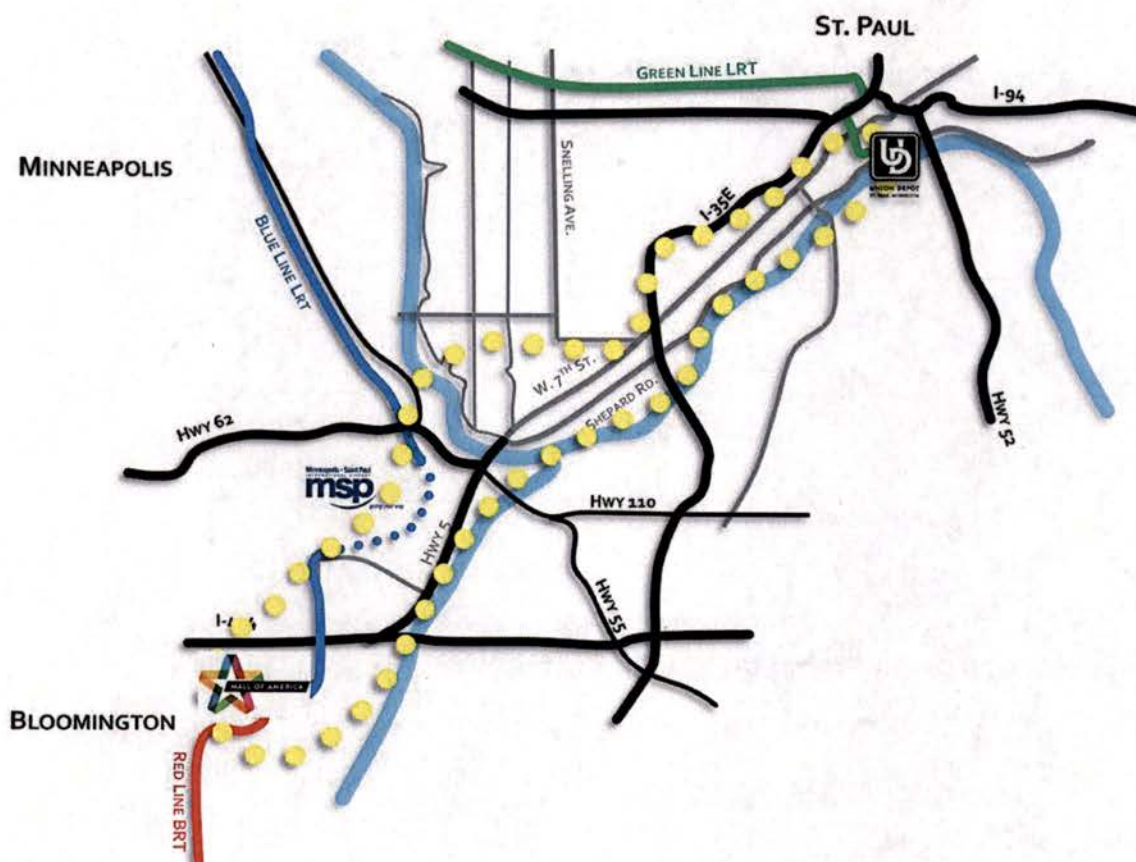
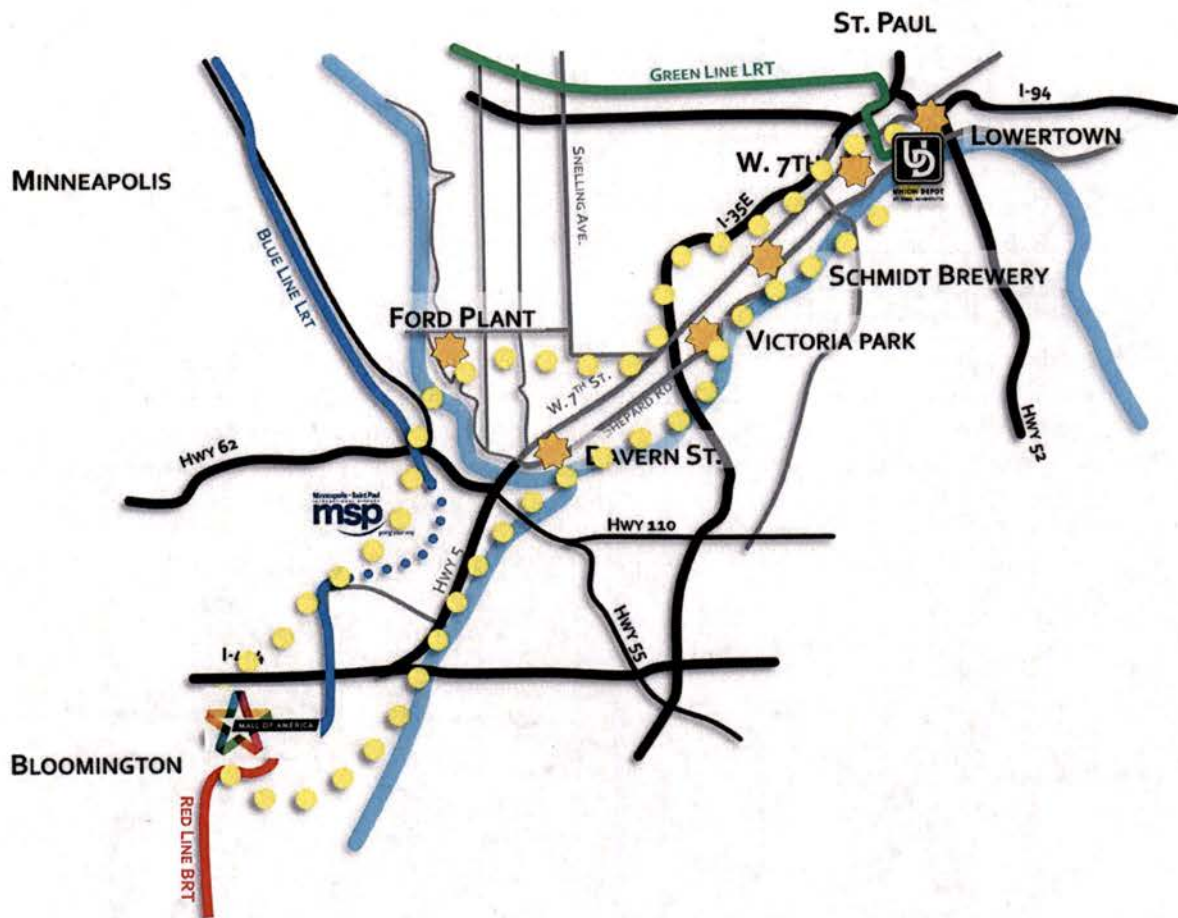


FIGURE 5 - RIVERVIEW CORRIDOR DEVELOPMENT



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2.B.5 PROBLEM STATEMENT, GOALS AND OBJECTIVES

The consultant will review the Problem Statement (Purpose and Need) along with the Goals and Objectives from the Riverview Corridor Major Investment Study (2000). The consultant will utilize this information along with information gained from a survey of needs, the Transit Travel Demand Market Analysis and Transit Oriented Development Market Analysis in Task 2.B.4 to finalize a Problem Statement and Goals and Objectives for presentation to the TAC. Input from the TAC will be incorporated into the Problem Statement and Goals and Objectives prior to its presentation to the PAC for its input and approval.

If the Transit Travel Demand Market Analysis in Task 2.B.4 identifies more than one discrete transit market, then the consultant will need to complete Task 2.B.5 for all discrete transit markets identified.

FTA guidance characterizes the problem statement, also called the "purpose and need" and goals and objectives, as two distinct and closely related study elements that must be developed during the study process. A brief summary of the characteristics of these two elements follows:

The problem statement for the corridor needs to define the travel shed and discrete markets, which may be served by a potential future corridor transit improvement. The problem statement is that gap between desired system performance and the current/projected level of performance. The problem statement should include deficiency characteristics including the type and location of the transit deficiencies.

Goals and objectives express the desired level of performance and must be expressed at the system as well as the corridor level. System level goals and objectives are to be synthesized from regional system planning documents. Corridor level goals and objectives will be developed from previous corridor level studies, comprehensive plans of jurisdictions along the corridor and through stakeholder input during the Pre-Project Development Study process. The goals and objectives directly inform the evaluation criteria.

These guiding principles will be the foundational framework for the Riverview Corridor Pre-Project Development Study. Together the problem statement and goals and objectives provide the technical framework for identifying and evaluating the transit alternative(s) appropriate for the corridor. The review and reassessment of previous study materials in Task 2.B.1 along with input from study stakeholders will inform the problem statement and goals and objectives for the corridor.

AGENCY RESPONSIBILITIES:

- Coordination of stakeholder input via the TAC and PAC and approval of the Problem Statement/Goals and Objectives.

CONSULTANT DELIVERABLES:

- Workshop exhibits/information packets to facilitate collaboration for the groups identified in Task 2.B.2 in order to develop the Problem Statement/Goals and Objectives identified above.
- Technical Memorandum detailing the development of the Problem Statement and Goals and Objectives.
- A Synthesis of stakeholder input with a focus on how it influenced development of the problem statement, goals and objectives, and any other elements of study decision making.

2.B.6 DEVELOPMENT AND SCREENING OF INITIAL ALTERNATIVES

Utilizing the subtasks below, the consultant will develop and support a screening-level evaluation of the initial alternatives that identifies a manageable set of the most promising alternatives that should undergo more detailed development, evaluation, and consideration as the locally preferred alternative. The consultant will develop a screening process and criteria that contribute to an effective and efficient conclusion to the PPD Study and minimizes future risks in the development of any projects identified. The screening criteria shall directly relate to the problem statement, goals and objectives, and market analyses established in Task 2.B.5, including appropriate consideration of New Starts rating criteria. Screen criteria will be reviewed by and approved by the TAC and PAC prior to being used for the analysis. It is anticipated that a phased and iterative process may be needed between the study committees to build consensus on the alternatives that should advance for more detailed development and analysis in Task 2.B.7.

The proposal should clearly state how technical methodologies will be identified that will inform evaluation criteria defined locally and in FTA guidance. These methodologies should be consistent with level of analysis completed as part of this task. The consultant will document the work effort in a technical memorandum, and should include the problem statement, the goals and objectives, the conceptual definition of transit alternatives including conceptual operating plan, the screening criteria, the evaluation process, and the key stakeholder and public input shaping the decisions resulting from this task.

The consultant should identify combinations of modes, alignments, facilities, and service plans that have the potential to most effectively satisfy the stated goals and objectives. Modes open to consideration include:

- No Build (assume only programmed roadway and transit service expansion)
- Bus Rapid Transit (BRT)
- Streetcar
- Light Rail Transit (LRT)
- Commuter Rail
- Express Bus

The 'no build' and build alternatives shall assume the improvements to regional highway infrastructure, transit service and infrastructure, consistent with the region's 2030 Transportation Policy Plan. The consultant will cooperate with the Metropolitan Council in developing accurate characteristics for these alternatives.

The selection of alternatives should employ the criteria developed in 2.B.6 and 2.B.7 as a means to ensure acceptable options, and narrow the alternatives down to a manageable number for later stages of the analysis. Cooperation with regional bodies, including MnDOT, Metropolitan Council, and regional transit providers should be undertaken at this point to achieve consensus on the basic feasibility of each alternative.

2.B.6.1 TRANSIT ALIGNMENTS AND GUIDEWAY

The PPD Study will build identify multiple alignments to serve the key traffic generators and development/redevelopment opportunities along the corridor. Alignments will need to be more fully developed including study areas for routing modifications as necessary to allow for access to the key traffic generators, environmental/cultural constraints, and/or termini. These key traffic generators include, but are not limited to:

- Union Depot
- Downtown St. Paul

- West. 7th Street
- Schmidt Brewery
- Victoria Park
- Ford Plant
- Davern Street
- Minneapolis/St. Paul International Airport
- Mall of America
- Bloomington South Loop

Additionally, transit alignments will need to identify the location of dedicated and shared guideway stations, and termini with existing transit services or other roadway users.

2.B.6.3 TRANSIT MODES

The PPD Study will identify multiple transit modes capable of meeting addressing the corridor's Problem Statement and its Goals and Objectives. This will likely include, but is not limited to, light rail transit, various iterations of bus rapid transit and streetcar.

2.B.6.3 TRANSIT MODE PROPULSION

Transit propulsion technologies have changed significantly since the completion of Riverview Major Investment Study (2000). Natural gas, diesel, and battery all offer potential advantages and the proposal should identify how these varying propulsion modes will be incorporated into the analysis of alternatives.

2.B.6.4 CONCEPTUAL OPERATING PLAN

The PPD Study will require the consultant to develop a conceptual operating plan for each of the initial alternatives. This plan will consist of routing, number of vehicles, headways, and span of service. Development of this plan will involve closed coordination with Metro Transit.

2.B.6.5 TERMINI

The PPD Study will require the consultant to develop conceptual termini for each alternative. For this task, Termini should be developed based information provided through the Market Analysis in Task 2.B.4. For those alternatives that proceed into Task 2.B.7, Detailed Definition of Alternatives, a more detailed evaluation of termini including Minimal Operable Segment(s) (MOS) will need to be undertaken.

CONSULTANT DELIVERABLES:

- Technical Memorandum documenting the Initial Alternatives Report and the development of screening criteria in accordance with FTA and regional guidelines as identified in Task 2.B.6. The Technical Memorandum shall clearly identify the more limited set of alternatives recommended for evaluation in Task VIII.9, and the reasons that underlie the recommendations to either carry forward an alternative or recommend that it not be carried forward.

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2.B.7 TECHNICAL EVALUATION OF DETAILED ALTERNATIVES

The proposal should clearly state how technical methodologies will be identified that will inform evaluation criteria defined locally and in FTA guidance. These methodologies should be consistent with the methodologies developed in Task 2.B.6, but also incorporate changes as necessary to recognize the greater level of technical analysis that will be completed in Task 2.B.7. The consultant will provide concise technical memoranda written in plain language that track the evolution and details of these technical methodologies. Ultimately these technical methodology reports will document the methodologies used during the study process and the technical memoranda and findings. These methodology memoranda are anticipated to include the following, with more detail on each provided in the discussions that following:

- Transit Operating Plan
- Travel Forecasting
- Capital Cost Estimate
- Operating and Maintenance Cost Estimate
- Transportation System Issue Assessment
- Community Issue Assessment
- Assessment of potential social, environmental and economic impacts resulting from identified transit alternatives.

The proposal should identify additional methodology memoranda that experience dictates are likely to be required to address local concerns that cannot be addressed solely through the methodology memoranda identified above.

CONSULTANT DELIVERABLES:

- Technical Memoranda documenting the methodology identified for the PPD Study
- Transit Operating Plan
- Travel Forecasting
- Capital Cost Estimate
- Operating and Maintenance Cost Estimate
- Transportation System Issue(s) Assessment
- Community Issue(s) Assessment
- Assessment of potential social, environmental and economic impacts resulting from identified transit alternatives.

2.B.7.1 OPERATING PLAN

A detailed operating plan should be prepared for the transit build alternatives advanced through the screening process. This detailed operating plan should specify:

- Route and Termini
- Potential Station Locations
- Weekday Service Frequency
- Weekday Service Span
- Weekend Service Frequency
- Weekend Service Span
- Operating Speeds
- Other conceptual service characteristics considered appropriate
- In-service platform hours and vehicles required for the number of transit trips provided

Each of the build alternative's operating plans will be done in relation to the No-Build operating plan in accordance with Metropolitan Council guidance. Connecting local bus service for the corridor should be identified.

The consultant should anticipate potentially revising operating plans in response to ridership forecasts. Ridership forecasts may identify unintended deficiencies or disbenefits in the operating plan. The process of revising may be iterative and appropriate time and resources should be allocated to the potentially iterative process.

Agency Responsibilities:

- Metro Transit will provide technical input for development of operating plans

CONSULTANT DELIVERABLES:

- Technical development and assessment of Operating Plan
- Incorporate Operating Plan methodology and characteristics into Detailed Definition of Alternatives Technical Report

2.B.7.2 RIDERSHIP FORECAST

Ridership Forecasts will be completed for those alternatives advanced from the screening process into Task 2.B.7. Ridership forecasts should be prepared for the current year and horizon year (expected to be 2030). Ridership forecast methodology should be developed using the regional travel demand model and in collaboration with Metropolitan Council staff. The consultant should also review and include information that is available from the Census, Longitudinal Employer-Household Dynamics and other relevant data sources. For each alternative, ridership forecasts should include "project", "corridor routes", and "system ridership change" as well as rides/in-service hour/alternative.

The Twin Cities Regional Travel Demand Forecast Model should be the starting point for this work. However, it is expected that greater detailed analysis and corridor-level validation based on recent data will be required to meet the FTA requirements for forecasted ridership. Forecast methodology and corridor validation will be developed in consultation with Metropolitan Council forecasting staff in accordance with the Regional Transitway Guidelines. The methodology for preparing forecasts will be submitted to FTA for review before the modeling work is performed.

There are two technical preferences for modeling work: (1) that the modeling effort be conducted using CUBE/TP+ software from Citilabs, and (2) that the selected consultant has experience using the Twin Cities Regional Travel Demand Model for efficiency of work effort. These technical preferences are intended to maximize the efficiency of the modeling work effort but are not mandatory requirements for consultant selection.

SUMMIT user-benefit data or an equivalent analysis tool will be used for QA/QC of the forecasts and network coding, or unidentified disbenefits due to policy choices.

As discussed in Task 2.B.7, it may be necessary to revise operating plans based on ridership forecast results.

The consultant will prepare data sufficient to determine competitiveness of the alternatives under the FTA New Starts evaluation measures based on ridership data: mobility improvements, cost effectiveness and environmental benefits. Required data in the current and horizon year will be total project trips, total project trips by transit dependent persons, and change in regional vehicle-miles-traveled. If FTA changes guidance on evaluation measures, or develops a new measure for

congestion relief, the consultant will provide any required forecast data. Other measures that might be desirable for local alternatives evaluation will also be prepared.

AGENCY RESPONSIBILITIES:

- Metropolitan Council will provide the regional travel demand model and guidance on methodologies

CONSULTANT DELIVERABLES:

- Travel demand forecasting model output (including results for FTA New Starts evaluation criteria, assessment of output, and all model input and work files)
- Travel Forecast Technical Methodologies Report

2.B.7.3 CAPITAL COST ESTIMATES

Capital cost estimates will be developed for those alternatives that advance from the screening process into Task 2.B.7. Cost estimates will include capital costs that are necessary to implement each of the retained alternatives. Costs should be presented by standard cost category and should be consistent with FTA New Starts program requirements for calculating and presenting cost estimates. Costs should be broken down by corridor segment to assist with identification of Minimal Operating Segment(s) as identified in Task 2.B.7.8. Total and annualized capital costs should be generated in current dollars and in dollars for the mid-year of construction. The mid-year of construction should be derived from the targeted year-of-opening which is 2022.

Cost estimates will be documented in a technical methodology report

AGENCY RESPONSIBILITIES:

- RCRRRA will coordinate participating agencies review and comment on cost estimating methodologies

CONSULTANT DELIVERABLES:

- Capital Cost calculations and technical support materials in electronic format
- Capital Cost Technical Methodologies Report

2.B.7.4 OPERATING AND MAINTENANCE COST ESTIMATES

Operating and maintenance cost estimates will be developed for those alternatives that advance from the screening process into Task 2.B.7. Operating cost drivers should include: frequency (including frequency by period), travel time (function of speed and distance), cycle time (travel plus layover), cost/in-service hour, cost/ride by alternative and service span. All assumptions made must be defined. Operating and maintenance costs should be generated in dollars for targeted year-of-opening.

AGENCY RESPONSIBILITIES:

- RCRRRA will coordinate participating agencies review and comment on cost estimating methodologies

CONSULTANT DELIVERABLES:

- Operating and Maintenance Cost Technical Methodologies Report

2.B.7.5 TRANSPORTATION SYSTEM ISSUES

As identified throughout this RFP, the study will require significant coordination between the consultant, project manager, and resource agencies. Technical analysis will need to be completed to support these conversations. The consultant will be responsible for developing this information which includes the following:

- Transit Operations Analysis (i.e. relationship with the regular route bus system and transitways such as METRO Blue Line and Green Line and B Line arterial BRT)
- Traffic Operations Analysis (i.e. highway and street impacts)
- Freight and/or Intercity Passenger Rail Impact Analysis
- Bicycle and pedestrian impacts

As the project develops and impacts become clearer, the consultant is expected to identify additional opportunities for coordination with critical regional, state, and federal partners and the analysis necessary to support the conversations. These partners may include the following:

- Army Corp of Engineers (Wetlands/flood plains)
- U.S. Department of Interior (National Parks, Historic Preservation)
- Government Services Administration (Federal Property)
- Surface Transportation Board (railroad)
- Metropolitan Airports Commission (MSP Airport)

CONSULTANT DELIVERABLES:

- Resource agency meeting preparation and attendance
- Technical Memorandum detailing study coordination with critical regional, state, and federal partners

2.B.7.6 COMMUNITY ISSUES

The proposal should clearly indicate how the study will incorporate community issues into the analysis of the alternatives that proceed into Task 2.B.7. This includes the identification of the issues, analysis of the impact (positive and negative) on the community and transit alternatives, and the impact of the issues on the alternatives and how the alternatives rate against each other. The proposal should identify how the alternatives will be evaluated as well as how to involve the impacted cities and TAC.

Of particular interest to the Riverview Corridor is land use. A land use assessment and impact analysis to raise stakeholder awareness and understanding of the correlation between land use decisions and transit ridership should be completed as part of this task. The alternatives should be assessed relative to each alternative's potential impacts on existing and currently proposed land use. Each alternative will be assessed based on its ability to positively impact land use so as to increase transit ridership and foster economic development.

CONSULTANT DELIVERABLES:

- Community Issues Technical Memorandum

2.B.7.7 SOCIAL, ENVIRONMENTAL, AND ECONOMIC ISSUES

This PPD Study will not formally initiate the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) processes nor formally advanced the project into Project Development as defined by the FTA. However, the analysis and work products from this PPD Study will be conducted and prepared in conformance with NEPA, MEPA, and FTA New Starts requirements so that they can be made part of a future NEPA, MEPA, and FTA New Starts

documentation. Any future entry into the NEPA and MEPA process will likely necessitate a formal scoping process.

The proposal shall identify how Social, Environmental and Economic (SEE) impacts will be evaluated by alternative for those alternatives that advance from the screening process into Task VIII.8. The analysis of SEE impacts will rely on existing information where possible, such as the Metro Geographic Information System (GIS) database to provide a screening level assessment of environmental issues. In addition to GIS information, it is likely that the consultant will need to conduct field work as needed to identify any potential issues.

SEE issues include the following:

- Social
 - Land use and socio economics
 - Neighborhoods, community services, and community cohesion
 - Acquisitions and displacements/relocations
 - Cultural resources
 - Parklands and recreation areas
 - Visual quality and aesthetics
 - Safety and security
 - Environmental Justice
- Environmental
 - Geology, groundwater resources
 - Water resources
 - Biota and habitat
 - Threatened and endangered species
 - Air quality
 - Noise analysis
 - Vibration
 - Hazardous/regulated materials
 - Electromagnetic interference and utilities
 - Energy
 - Section 4(F) evaluation
- Economic
 - Economic conditions
 - Station area development
 - Development effects

CONSULTANT DELIVERABLES:

- Social Environmental and Economic Issues Technical Memorandum

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2.B.8 DETAILED DEFINITION OF ALTERNATIVES REPORT

Based on the results from the development and screening of initial alternatives (Task 2.B.6), the proposal must address the facilitation of additional, more detailed definition and analysis of the retained alternatives.

The retained alternatives will be developed to a consistent and conceptual level sufficient for effective stakeholder and public involvement, the development of cost estimates and for a preliminary screening/review of potential transportation system social, economic and environmental impacts. The retained set of alternatives is to be thoroughly evaluated with respect to the current FTA New Starts guidance.

The proposal should clearly articulate and demonstrate the consultant's proposed approach for appropriately correlating conceptual engineering and information needs consistently among the set of alternatives. It is anticipated that the conceptual development of alternatives may vary along the length of identified alignment alternatives. The concept may take the form of operating section/right-of-way envelope layouts on aerial base mapping and the development of profiles for crucial segments.

In addition, it is expected that concept layouts will be needed for a number of transit stations and other ancillary transit support elements throughout the corridor. The proposal should clearly articulate and demonstrate the consultant's proposed approach for identifying the need for an prioritizing these layouts for stations and other support elements (including and not limited to operation, maintenance, storage facilities, park and ride facilities, electrical substations, and storm water management). Elements likely to require significant land acquisition for implementation should be identified in the consultant's approach. Additionally, the ability to accommodate a multi-use trail within the concept layouts should also be explored. Additionally, the proposal should clearly identify how it will incorporate traffic operations analysis into the alternatives development and evaluation process.

The alternatives that advance into Task 2.B.7 may require a Minimal Operating Segment that is different from the originally proposed alternative. The proposal should clearly identify how a Minimal Operating Segment will be analyzed for the alternatives in Task 2.B.7.

As a deliverable, the consultant will submit a Detailed Definition of Alternatives Report. The report will be summarize the technical analysis completed in the technical memorandums of Task 2.B.7,

AGENCY RESPONSIBILITIES:

- RCRRRA will provide available GIS data including GIS information as needed during the study process

CONSULTANT DELIVERABLES:

- Conceptual development of alternatives including plan view on aerial base and profile for critical segments
- Graphic representation of retained alternatives for the entire length of the alignment
- Station location identification for each retained alternative
- Conceptual layouts for critical station locations and ancillary facilities including a park and ride needs assessment in terms of parking supply and land area
- Detailed Definition of Alternatives Report

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2.B.9 FINAL PRE-PROJECT DEVELOPMENT STUDY

The consultant will prepare a draft study report and a Final Report in an appropriate electronic format. This report should include an executive summary, a summary of previously produced materials, technical methodologies report content, appropriate graphics, maps, and other materials generated as part of the study.

The content will include drawings developed to define the alternatives (alignment and station area), final operating plan(s), capital costs, operating and maintenance costs and evaluation results including the cost effectiveness index calculations.

The final report will clearly identify the results of the local decision-making and a proposed process and schedule for next steps in project development.

The consultant will produce twenty five (25) color hard copies of the draft study report and fifty (50) color hard copies of the final study report. Additionally, the consultant will produce the report in electronic (PDF and web-ready) format for distribution via USB Flash Drive. Additionally, the USB Flash Drive shall be preloaded with all the technical memorandums that are summarized as part of the Final Report. The hard copy requirements stated above may be reduced if stakeholders prefer to receive the report via a flash drive.

CONSULTANT DELIVERABLES:

- Draft Final Pre-Project Development Study (hard and electronic)
- Final Study Pre-Project Development Study (hard and electronic)

2.B.9.1 IMPLEMENTATION PLAN

The proposal will identify a recommended process including development of a potential schedule for the implementation of the recommendations from the Pre-Project Development Study. The implementation plan should include formal selection of the locally preferred alternative(s), advancement into FTA Project Development and beyond, and project construction. The implementation plan will be used to guide the next steps of the corridor development process.

CONSULTANT DELIVERABLES:

- Draft Implementation Schedule
- Final Implementation Schedule for incorporation into the Final Report

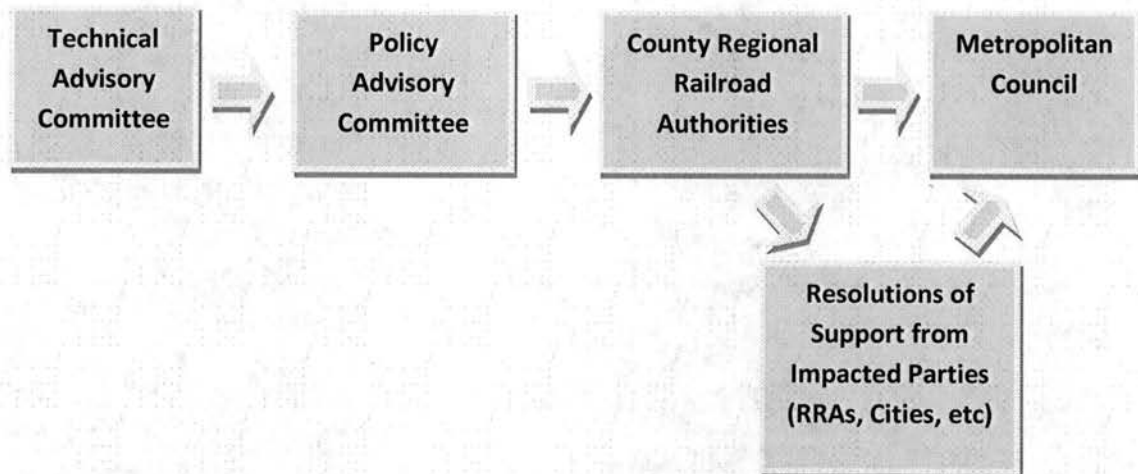
2.B.9.2 Locally Preferred Alternative Report

The proposal will identify a recommended process for the identification of a Locally Preferred Alternative (LPA) and leading toward the initiation of the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) process. The proposal should identify how the technical information (Task 2.B.8) generated through the Pre-Project Development Study as well as stakeholder and public input (Task 2.B.3) impacted the LPA recommendation. The LPA recommendation, process leading to it, and basis for the recommendation will be documented in a separate section of the Final Pre-Project Development Study Final Report called the Transit Alternatives Evaluation Summary. Emphasis will be given to why the LPA was chosen over the other alternatives analyzed in Task 2.B.8. While this will be a section of the final report, it should be completed so that it can also be used as a standalone, executive-level summary of the transit alternatives evaluation and recommendation.

Additionally, the proposal should identify how the consultant will support the RCRRA in shepherding the LPA approval through the local approval process. The formal adoption of a Locally Preferred Alternative (LPA) is contingent on unanimous local support, via formal resolution, from the affected

regional railroad authority(ies), Riverview Corridor PAC, and all cities through which the LPA passes. The Metropolitan Council will, after reviewing and concurring with the transit alternatives evaluation and recommendation, and receiving the resolutions, complete the final, local step of selecting the LPA and amending it into the region's Transportation Policy Plan. **Figure 6** illustrates an outline of the LPA Decision Making Process.

Figure 6: Locally Preferred Alternative Decision Making Process



CONSULTANT DELIVERABLES:

- Draft Locally Preferred Alternative Report
- Final Locally Preferred Alternative Report
- Shepherding the Locally Preferred Alternative through the local approval process

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C. PROJECT TIMETABLE

PROPOSED PROCESS

<u>Activity</u>	<u>Timeline</u>
RFP Released	February 5, 2014
Pre-proposal Conference (10 a.m.)	February 19, 2014
Written Questions Received (2 p.m.)	February 26, 2014
Response to Questions Released (4 p.m.)	March 5, 2014
Proposals Due (2 p.m.)	March 12, 2014
Proposal Review	March 12 -28, 2014
Oral Interviews, if needed	March 31, 2014 (week of)
Policy Advisory Committee	April 9, 2014
RCRRA Approval - Contract Award/Notice to Proceed	April 15, 2014

D. PROJECT BUDGET AND SCHEDULE

Local funding in an amount not to exceed \$1,450,000 is available to support the Riverview Corridor Pre-Project Development Study planning efforts.

The RCRRA intends to have the study completed in eighteen (18) months from the date of contract award. Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

E. CONTINGENCY

The proposal should include a contingency of no less than 10 percent (10%) of the total study budget.

3. PROPOSAL SUBMISSION

3.A. PROPOSAL SUBMISSION PROCESS

1. Notice to Proposers

- a. The Ramsey County Regional Railroad Authority (RCRRA) is not responsible for costs incurred by anyone responding to this Request for Proposals.
- b. 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.
- c. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- d. The RCRRA is not bound to accept the lowest cost proposal.
- e. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- f. The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
- g. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposer's expense.

2. Questions

- a. Proposers are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals by 4:00 p.m. on Friday, October 4, 2013 to:

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

- b. 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 Wednesday, March 12, 2014, 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.**

3. Proposers must comply with the provisions of **Attachment A.**

3.B. VALID PROPOSAL

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

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

1. Cover Letter
2. An Executive Summary of not more than six (6) pages

3. Profile of proposed team including the size and organization structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
4. Description of proposer's overall approach
5. Base work plan with a breakdown of projects by phases or tasks. For each task listed, identify:
 - a. Specific staff to be involved, roles, and responsibilities
 - b. Time commitment for each person (hours)
 - c. Schedule illustrating task relationships including anticipated meetings over the duration of the study schedule.
6. 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. Experience and knowledge of Federal Transit Administration (FTA) regulations and guidance for New Starts project and Section 5309 funding
 - d. Experience and knowledge of Federal Highway Administration (FHWA) regulations and guidance for Interstate Highway projects
 - e. Experience and knowledge of Federal Railroad Administration (FTA) regulations and guidance for transit and freight collocation/shared right-of-way.
 - f. Experience and knowledge of National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA)
7. 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 RCRRRA project and the status and outcome of any lawsuits brought against team member firms for the last five (5) years
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions
 - c. Confirm that each team member will be fully engaged in the study as described for the duration of the contract
 - d. Description of the current assignment and time commitment to that assignment for all key personnel
8. Budgets (*Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope*)
 - a. Hourly budget broken down by team member, firm, and by task
 - b. Current audited hourly rates for staff
 - c. Current audited overhead rates for all team member firms
 - d. An estimate of reimbursable direct expenses by expense type
9. Suggested Modifications to Base Work Plan (Optional as indicated in Section 2.A)
 - a. Description of additional or removed work tasks including description of benefits to the study process
10. Conflict of Interest

- a. The proposer shall list past or present involvement of all projects that may constitute a conflict of interest. RCRRRA reserves the right to exclude proposers that have an organizational conflict of interest.

3.C. SUBMISSION

Proposals are due by 2:00 p.m. on Wednesday, March 12, 2014. Submit to:

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

Faxed or e-mailed proposals will not be accepted.

2. The response must include an original and five (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.
3. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together with similar identification information.
4. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing its proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date deadline, 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 RCRRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.
5. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
6. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

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4. PROPOSAL EVALUATION

4.1.EVALUATION

1. The RCRRA reserves the right to waive any minor irregularities in the proposal request process.
2. The RCRRA reserves the right to interview any or all proposers at its discretion. The RCRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview.
3. Proposals will be evaluated by an Evaluation Team in accordance with the provisions of **Attachment B**.
4. The Evaluation Team will be made up of technical staff from:
 - Members of the Riverview Corridor TAC
5. The RCRRA will review and evaluate proposals based on the following criteria: *Note: references are NOT a criterion, but a source of information that will be considered when applying the evaluation criteria.* All criteria are to be given equal weight.
 - a) The experience, resources, and qualifications of the firm and individuals to be assigned to the Project as key personnel
 - b) Ability to meet Project requirements
 - c) Ability to meet Project time line
6. The Board of the Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Evaluation Team and the Riverview Corridor PAC.

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5. CONTRACT AWARD

1. The agreement to be executed between the successful proposer and RCRRRA will include the scope provisions of this RFP; the provisions of the RCRRRA's *General Terms and Conditions*, attached hereto and made a part of this RFP as **Attachment A**; and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the RCRRRA.

2. The agreement will include the following payment provisions:

"Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed-upon project milestones.

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

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

3. Prior to execution of a contract by the RCRRRA, the successful proposer shall provide a certificate of insurance acceptable to the Ramsey County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Attachment A**.

Attachment A

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY GENERAL TERMS AND CONDITIONS

1. Independent Consultant

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the Consultant as the employee of the RCRRA for any purpose or in any manner whatsoever. The Consultant is an independent consultant and neither it, its employees, agents, nor representatives are employees of the RCRRA. From any amounts due the Consultant, 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 Consultant.

2. Indemnification

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

3. Insurance

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

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

- 2.1.3 RCRRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Consultant, using ISO endorsement form CG 20 26 or the equivalent.
- 2.2 Workers' Compensation and Employer's Liability
 - 2.2.1 Workers' Compensation as required by Minnesota Statutes
 - 2.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.3.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.3.2 All policies shall be written as acceptable to the RCRRRA.
 - 2.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
- 3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- 4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Consultant to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- 5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Consultant to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- 6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Consultant shall not commence work until the Consultant has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRRA. Copies of insurance policies shall be submitted to the RCRRRA upon request.
- 7. Nothing in this Agreement shall constitute a waiver by the RCRRRA of any statutory or common law immunities, limits, or exceptions on liability.
- 8. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

4. Non-Assignability

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

5. Unavailability of Funding

The purchase of goods or services from the Consultant under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of the Ramsey County Regional Railroad Authority. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Ramsey County Regional Railroad Authority Board. Upon receipt of the RCRRA's notice of termination of the Agreement the Consultant shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

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

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

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

10. Respectful Workplace and Violence Prevention

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

11. Subconsultant Payment

The Consultant shall pay any subconsultant within ten days of the Consultant's receipt of payment from the RCRRA for undisputed services provided by the subconsultant. The Consultant shall pay interest of 1 1/2 percent per month or any part of a month to the subconsultant on any undisputed amount not paid on time to the subconsultant. 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 Consultant shall pay the actual penalty due to the subconsultant. A subconsultant who prevails in a civil action to collect interest penalties from the Consultant must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

12. Setoff

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

13. Data Practices

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

14. Compliance With Applicable Law

The Consultant 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 Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

15. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Consultant, upon written request, shall make available to the RCRRA, the State Auditor or the

RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Consultant relating to this Agreement.

16. Termination

a. With Cause

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

b. Without Cause

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

17. Conflict of Interest

The Consultant affirms that, to the best of the Consultant's knowledge, the Consultant'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 Consultant agrees that, should any conflict or potential conflict of interest become known to the Consultant, the Consultant will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the RCRRA whether the Consultant will or will not resign from the other engagement or representation.

18. Waste Reduction

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

19. Alteration

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

20. HIPAA Compliance

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

21. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

22. Prompt Payment

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

23. Reimbursable Expenses

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

24. Consultant Certification Regarding Debarment, Suspension, and Responsibility (If applicable)

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
5. Shall not knowingly enter into any transaction with a subconsultant who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subconsultant that receives more than \$100,000 to make a similar certification as set forth herein; and
6. Are not aware of any information and possess no knowledge that any subconsultant(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
7. Shall immediately give written notice to the RCRRRA should Consultant come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

25. Entire Agreement

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

Attachment B

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

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

GUIDELINES FOR THE SELECTION PROCESS

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

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

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

Adopted Board of Ramsey County Commissioners November 28, 1995 Resolution 95-538

Attachment C

Riverview Corridor Strategic Communications Work Scope

2. SCOPE OF SERVICES

2.A GENERAL

The proposed scope of services shall include two elements presented separately and distinctly from one another including a (1) base work plan, and (2) suggested modifications (if any) to the base work plan. These two elements are described below.

Base Work Plan

It is requested that the consultant develop a base work plan and fee for services in response to the task document in this scope of services. This work plan should include task descriptions, associated deliverables, estimates of staff hours per person/job category, per task and estimated expenses.

FEE AND EXPENSE ESTIMATES BY TASK SHALL BE PREPARED AND SUBMITTED IN A SEPARATE ENVELOPE.

The proposed work plan should provide the most effective study process possible within the resource limits identified in this RFP. The entire study process must include input from the Riverview Corridor Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC). Materials must be prepared in a form and format easily understood by members of the public, including those typically not engaged through a traditional open house and website based public involvement plan.

SUGGESTED MODIFICATIONS TO BASE WORK PLAN

The consultant is encouraged to propose the addition, refinement, and/or elimination of tasks in response to this scope of services. The consultant is encouraged to provide optional approaches and share opinions for improving the communications process. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall include any implications to the assumed timeframe for the communications indicated in Section C. **FEE IMPLICATIONS RELATIVE TO THE SUGGESTED WORK PLAN MODIFICATIONS SHALL BE INCLUDED AS A SEPARATE SECTION FROM THE BASE WORK PLAN IN THE FEE ESTIMATE PACKET.**

The anticipated scope of work for Strategic Communications includes, but is not limited to, the following tasks:

- Project Management and On-Going Strategy
- Branding Strategy
- Community Engagement
- Social Media
- Website Development and Social Media
- Supporter Distribution List
- Media and Community Relations
- Material Development and Production
- Stakeholder Identification
- Strategic Message Development

GOVERNANCE STRUCTURE

The Riverview Corridor Strategic Communications contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The consultant will report to the RCRRA Project Manager and coordinate with established project committees and groups as appropriate.

BUDGET AND SCHEDULE

Local funding not to exceed \$50,000 is available to support the strategic communications effort. The proposal should include a contingency of no less than 10 percent of the total study budget.

The RCRRA intends for the strategic communications to last twelve months with the strategic communications plan finalized in the first six months (task 2.B.9) from the date of contract award.

2.B.1 PROJECT MANAGEMENT AND ON-GOING STRATEGY

The Ramsey County Regional Railroad Authority (RCRRA) will manage the Strategic Communications on behalf of the Riverview Corridor Policy Advisory Committee. The RCRRA project manager is to be consulted with and will give approval prior to the consultant performing tasks. In addition to consulting with RCRRA project management staff, the consultant is expected to meet with the following groups:

a. Riverview Corridor Policy Advisory Committee

The Riverview Corridor will utilize a Policy Advisory Committee (PAC) form of governance to complete its Pre-Project Development Study (separate contract) and the selection of a Locally Preferred Alternative (LPA). This structure utilizes a tiered recommendation/approval approach comprised of a Technical Advisory Committee recommending the LPA to the Policy Advisory Committee, the PAC recommending to the Regional Railroad Authority, and the Regional Railroad Authority recommending the LPA to the Metropolitan Council for concurrence and adoption into the region's Transportation Policy Plan.

The Riverview PAC will be modeled on the Gateway Corridor's Policy Advisory Committee (PAC) structure. The Riverview PAC is not a joint powers board, but is instead a more inclusive body allowing for representation of all potentially impacted parties along the corridor. Membership includes the Metropolitan Council, MnDOT, Chambers of Commerce, Metropolitan Airports Commission and other entities typically unable to participate per state statute. The Riverview PAC will also be able to expand and contract its membership based on the analysis being undertaken at a given time. Riverview PAC Meetings will take place at project development milestones (typically quarterly) for the Riverview Corridor. The membership of the PAC is identified in **Figure 3**.

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Figure 3: Policy Advisory Committee Membership

Ramsey County Regional Railroad Authority	Neighborhood Business Representative
Hennepin County Regional Railroad Authority	St. Paul Area Chamber of Commerce
City of St. Paul (Mayor or Designee)	Metropolitan Council
City of St. Paul, Ward 2 Councilmember	Community Representative
City of St. Paul, Ward 3 Councilmember	Metropolitan Airports Commission
City of Minneapolis (Mayor or Designee)	Minnesota Department of Transportation
City of Bloomington	

b. Riverview Corridor Technical Advisory Committee

The Riverview Corridor Technical Advisory Committee (TAC) will be staffed by technical staff of the various stakeholders in the Pre-Project Development Study. It is anticipated that the TAC will meet monthly throughout the analysis phase of the corridor and will provide recommendations on the analysis and the corridor's milestones to the PAC. The membership of the TAC is identified in **Figure 4**. It is not anticipated that the TAC will be involved with the strategic communications, though meetings with members of the TAC may be necessary as the strategic communications plan is developed and implemented.

Figure 4: Technical Advisory Committee Membership

Ramsey County Regional Railroad Authority	Minnesota Historical Society
Ramsey County - Public Works/Parks	Native American Tribal Representation
Hennepin County Regional Railroad Authority	Mn/DOT
City of St. Paul	Metropolitan Council
City of St. Paul Public Works/Parks	Metro Transit
City of St. Paul - PED	Transit Dependent Community Representative
City of Minneapolis	Metropolitan Airports Commission
City of Bloomington	Canadian Pacific Railway
St. Paul Area Chamber of Commerce	Government Services Administration
Riverfront Development Corporation	National Park Service
Minnesota DNR	

The consultant should outline a management strategy in order to effectively coordinate with Ramsey County RRA staff. This should include both regularly scheduled conference calls and in-person strategy meetings. The consultant should assume 1-2 conference calls a month and a monthly in-person meeting.

The Riverview PAC will be the ultimate decision maker for Strategic Communication items. The consultant should anticipate attending and preparing materials for PAC meetings to present strategies and final products. The Riverview PAC will look to the Consultant to guide communication strategies, coordinate with public involvement activities of the PPD Study, and look ahead and identify the best ways to position the corridor in the longer term.

2.B.2 STRATEGIC MESSAGE DEVELOPMENT

Since the Riverview Corridor is entering a new phase of study, the PPD, it will be important to develop key messages and create public relations pieces that can be used throughout the study.

These messages should be tailored to attract the attention of key Riverview Corridor stakeholders. Message development will consist of:

1. Primary

The consultant will work with staff and the PAC to identify its primary message and craft a public relations piece around it and any applicable secondary messages.

2. Secondary

The consultant will work with staff and the PAC to identify its secondary messages and incorporate them into its primary message as applicable. If necessary the consultant will work with the Commission to prioritize secondary messages.

3. Audiences

The consultant will work with staff and the PAC to identify its primary and secondary audiences and the best way to effectively communicate with them. At a minimum the audiences considered should include the general public, elected officials, the Minnesota Department of Transportation, Metropolitan Council, tribal communities and the business community.

2.B.3 PROJECT PARTNERS

Emphasis should be placed on the development of partnerships with other organizations along the Corridor. The consultant will work with staff and the PAC to identify potential project partners and strategies for engaging them including the benefits and potential conflicts of interest provided to both parties through the partnership.

2.B.4 BRANDING STRATEGY

The consultant will work with the Riverview PAC to create a consistent visual look and 'brand' for all its communications materials. This work will include:

- **Logo** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Letterhead templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Fact sheets templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **PowerPoint templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Graphic standards and usage guidelines**

2.B.5 MEDIA AND COMMUNITY RELATIONS

The consultant will work with staff, the Pre-Project Development consultant and the Riverview PAC to identify community relations opportunities including city/county/civic meetings, festivals, fairs and special events where the presence of information on the Riverview Corridor could be helpful to the analysis underway. Work will include the development of press releases and e-newsletters at key milestones throughout the contract period and their distribution. All media and community relations documents should be tied directly to overall strategic messages.

2.B.6 COMMUNITY ENGAGEMENT

Riverview PAC members currently work closely with business groups and associations. There is a large need for more creative engagement with business and community groups. This task provides a means in which to update and provide information to organizations about the Riverview Corridor and help achieve strong relationships based on overall Corridor goals.

The consultant will work with the Riverview Corridor Pre-Project Development Study consultant to identify appropriate public communications and advocacy materials for the business and community outreach. Every effort should be made to minimize the amount of duplication between the strategic communication and the PPD Study's Stakeholder and Public Involvement efforts. The work scope for the PPD Study consultant is included as **Attachment C**.

2.B.7 WEBSITE DEVELOPMENT AND SOCIAL MEDIA

The consultant will be responsible for the development and hosting of a Riverview Corridor website in order to showcase information about the PPD Study and the corridor as a whole. The website should be designed to reflect the overall vision and goals of the PAC and serve as an information resource for members of the public and interested parties as well as a portal for information on how they can show their support for the corridor.

The consultant will be responsible for uploading materials and content changes to the website for the duration of the contract. The consultant should also be prepared to make all communication documents web-ready.

The Riverview Corridor does not have a Facebook page. The consultant will be tasked with setting up an account and developing and ensuring content is fresh and up-to-date. At this time, this will be the only social media the Riverview PAC will be engaged in.

2.B.8 Material Development and Production

The consultant will be responsible for developing and producing public advocacy materials for distribution by the RCRRA and PAC to advocate for the Riverview Corridor.

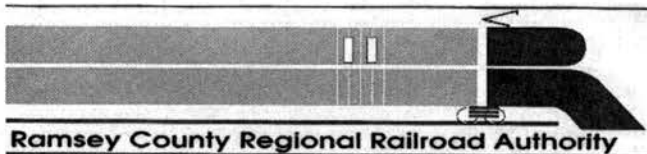
At a minimum the consultant will produce to following:

- Fact sheet detailing the corridor, the PAC, and its priorities
- E-newsletter (quarterly) and their distribution
- Supporter distribution list
- Press Releases and their distribution
- Supporter tool kit
- Sample Letters to the editor
- Sample editorials

2.B.9 Strategic Communications Plan

Consultant will prepare a draft and final Strategic Communications Plan. This plan should include previously produced materials that were generated as part of its development. Though the contract period is for 12 months, a Final Strategic Communications Plan should be complete no later than six months from the date the consultant receives the notice to proceed. This will allow for

The consultant shall produce 30 color hard copies of the draft and 30 color hard copies of the final plan along with an electronic version of the draft and final plan.



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **01/28/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route and is poised for several major redevelopment projects, including the Schmidt Brewery property, Victoria Park (formerly Koch Tank site), the Ford Plant and the US Bank property at Shepard Road and Davern Street.

In January 2013 the City of St. Paul requested that RCRRA reexamine the corridor. On May 7, 2013, the RCRRA passed resolution R13-19 which secured \$1,500,000 in funding for a Pre-Project Development Study to re-analyze the corridor. The study will determine the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor and identify a locally preferred alternative for amendment into the region's Long term Comprehensive Plan and advancement through the Federal Transit Administration's New Starts process.

The PPD Study begins a new phase of analysis. It will be important to provide a consistent message and information on corridor activities to residents, businesses and other interested parties.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Strategic Communications for the Riverview Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

1

SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study.

(Executive Summary continued from previous page)

Strategic Communications for the Riverview Corridor includes the development of strategic messaging, developing and maintaining a corridor website, media relations, community and business engagement strategies, and ongoing communication strategies. The RCRRA will utilize \$50,000 of the \$1,500,000 provided to the corridor via RCRRA resolution 13-19 to fund the Riverview Corridor Strategic Communications outreach.

The RCRRA needs to issue a Request for Proposals to solicit qualified consultants for Strategic Communications for the Riverview Corridor. RCRRA staff will return to the RCRRA Board with a recommendation from the Riverview Corridor Policy Advisory Committee for selection of a consultant. The Riverview Corridor PAC will provide oversight of the Riverview Corridor Strategic Communications consultant.

SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study.

ATTACHMENTS:

Request for Proposals – Riverview Corridor Strategic Communications

PREVIOUS ACTION:

Resolution R13-30, dated September 24, 2013, approved the membership of the Riverview Corridor Policy Advisory Committee.

Resolution R13-19, dated May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor.

COUNTY MANAGER'S COMMENTS:

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

**SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor
Pre-Project Development Study.**

Regional Railroad Authority – Authorized Signature

Date



1/22/14

Finance – Authorized Signature

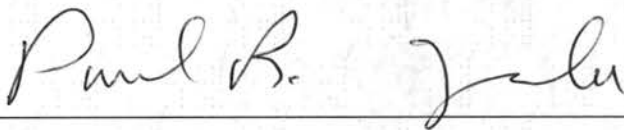
Date



1/21/14

County Attorney – Authorized Signature

Date



1/22/14

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance transit
2 projects and corridors to the benefit of the citizens of Ramsey County; 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 January 23, 2013
9 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

10
11 WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to
12 complete a Pre-Project Development Study under MAP-21, to determine if the Riverview Corridor
13 should receive a higher level of transit investment than what is currently identified for the corridor;
14 and

15
16 WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-19, dated
17 May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority
18 funds for the completion of a Pre-Project Development Study for the Riverview Corridor; and

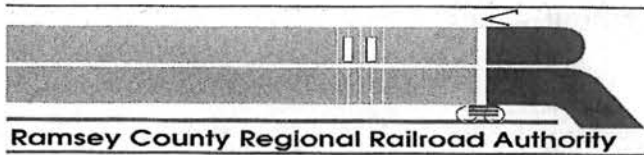
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20 WHEREAS, \$50,000 of \$1,500,000 will be utilized to fund Strategic Communications for the
21 Riverview Corridor Pre-Project Development Study;

22
23 WHEREAS, Ramsey County Regional Railroad Authority resolution R13-30, dated
24 September 24, 2013, approved the membership of a Policy Advisory Committee that is
25 geographically balanced, that includes residents, businesses, policy makers and agencies to
26 provide guidance to the Ramsey County Regional Railroad Authority on the Pre-Project
27 Development Study, including its Strategic Communications; and

28
29 WHEREAS, It is a benefit to Ramsey County residents to undertake a Strategic
30 Communications outreach effort for the Riverview Corridor that will provide a consistent message
31 and information on corridor activities to residents, businesses and other interested parties
32 throughout the Pre-Project Development Study; Now, Therefore, Be It

33
34 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
35 Request for Proposals for Strategic Communications for the Riverview Corridor, in accordance with
36 the County policies and procedures on Requests for Proposals, with direction to staff to return to
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5



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**SUBJECT: Request for Proposals for Strategic Communications for the Riverview Corridor
Pre-Project Development Study.**

Regional Railroad Authority – Authorized Signature	Date
	1/22/14

Finance – Authorized Signature	Date
	1/21/14

County Attorney – Authorized Signature	Date
	1/22/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

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27 Development Study, including its Strategic Communications; and

28
29 WHEREAS, It is a benefit to Ramsey County residents to undertake a Strategic
30 Communications outreach effort for the Riverview Corridor that will provide a consistent message
31 and information on corridor activities to residents, businesses and other interested parties
32 throughout the Pre-Project Development Study; Now, Therefore, Be It

33
34 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
35 Request for Proposals for Strategic Communications for the Riverview Corridor, in accordance with
36 the County policies and procedures on Requests for Proposals, with direction to staff to return to
37 the Ramsey County Regional Railroad Authority with a recommendation for selection of a
38 consultant from the Riverview Corridor Policy Advisory Committee.

5

Attachment

REQUEST FOR PROPOSALS

RIVERVIEW CORRIDOR

STRATEGIC COMMUNICATIONS

Anticipated Evaluation Timeline

Release RFP:	February 5, 2014
Pre-Proposal Conference:	February 19, 2014
Written questions due:	February 26, 2014
Replies to questions returned:	March 5, 2014
Proposals due:	March 12, 2014
Proposal review:	March 12 - March 28, 2014

Issued by the Ramsey County Regional Railroad Authority

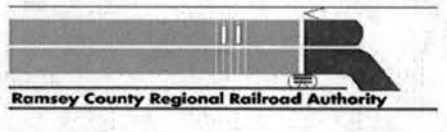


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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RIVERVIEW CORRIDOR STRATEGIC COMMUNICATIONS

1. STUDY INFORMATION

The Ramsey County Regional Railroad Authority (RCRRA) is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations. RCRRA strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. RCRRA shall respond to the changing transit needs of the county's citizens in a manner that is sensitive to the financial impact to county taxpayers. RCRRA is committed to the planning of integrated transportation services in cooperation with other agencies.

This Request for Proposals (RFP) is being issued by the Ramsey County Regional Railroad Authority (RCRRA) to solicit Proposals for consultant services for the completion of Strategic Communications for the Riverview Corridor. The RCRRA will look to the Consultant to guide 2014-2015 communications and advocacy in regards to the Riverview Corridor Pre-Project Development Study (PPD) activities and overall Corridor development. This work will include the development of strategic communications plan that includes strategic messaging, branding, community relations, the developing and maintenance of a corridor website, media relations, community and business engagement strategies as well as ongoing communication with corridor residents, business and stakeholders.

1.1 RIVERVIEW CORRIDOR BACKGROUND

The Riverview Corridor is designated for future transitway investments by the Metropolitan Council and the Counties Transit Improvement Board. The Riverview Corridor is generally identified as Union Depot through downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America.

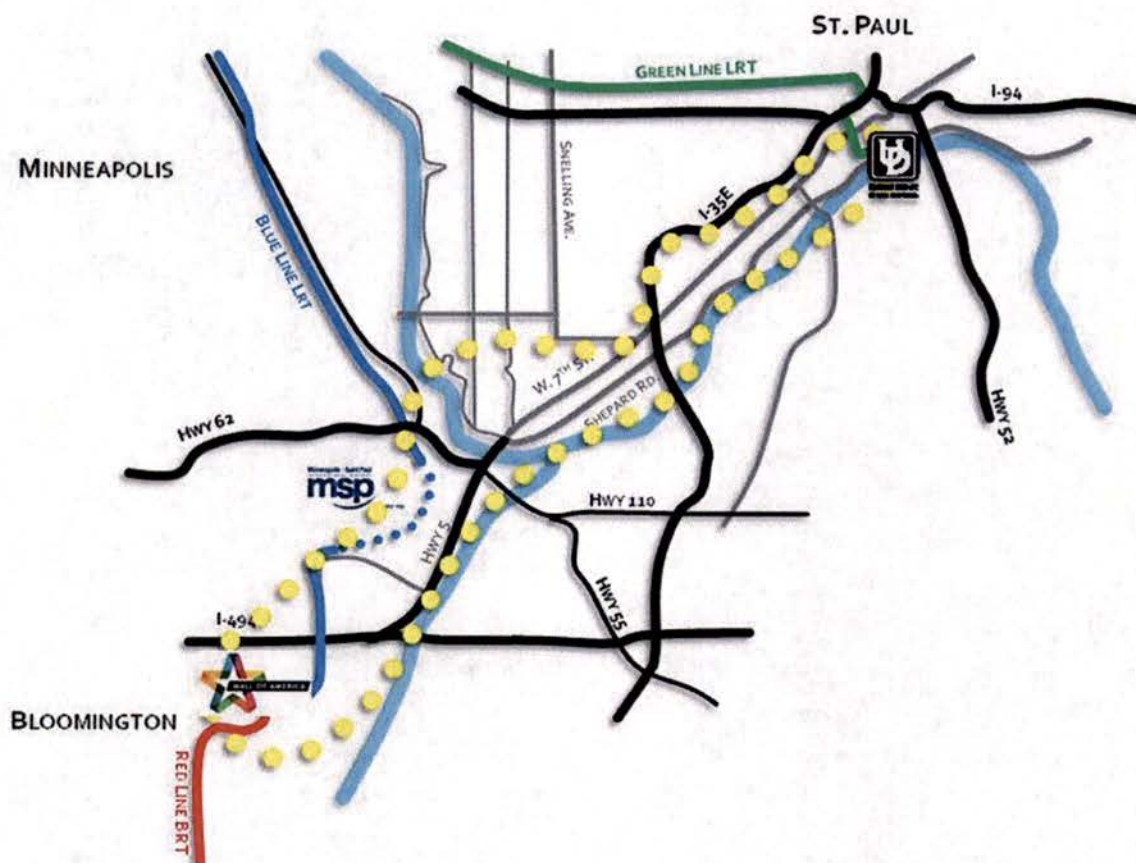
The Riverview Corridor is 12.3 miles long and is defined by the Mississippi River on the south, the river valley bluff on the north, eastern edge of downtown Saint Paul and Fort Snelling, the Minneapolis-Saint Paul (MSP) International Airport and Mall of America. More specifically, the Corridor extends from Union Depot, through downtown Saint Paul and generally parallel to West Seventh Street and/or the Canadian Pacific Railway (CPR), across the Mississippi River to the Minneapolis-Saint Paul International Airport and terminates at the Mall of America. The corridor location is shown in **Figure 1**. About two-thirds of the corridor lies within Ramsey County, while the remaining third (west of the Mississippi River) lies in Hennepin County.

The Riverview Corridor has been a key commercial transportation route since before Minnesota became a state. As the region began to develop, this corridor became the main route between Fort Snelling and Saint Paul. While Fort Snelling has been surpassed as an

attraction by the nearby MSP airport and Mall of America complex, Riverview continues to connect St. Paul's downtown and neighborhoods to each other and the region.

Today the Riverview Corridor is home to a variety of communities and land uses; the Lowertown neighborhood is in the midst of a commercial resurgence and residential development (**Figure 2**). The commercial/entertainment district just west of downtown is a regional attraction and has seen considerable reinvestment and redevelopment. Further southwest, the area is host to some of the best redevelopment and infill opportunities in Saint Paul. Former heavy industrial land on West Seventh Street is poised to become a neighborhood of mixed income housing. The Crosby Lake Industrial Park is almost fully developed. Several new mixed-use housing developments are newly constructed, under construction or in advanced planning stages. This includes the Schmidt Brewery redevelopment, Victoria Park (fmr. Koch Tank Site) and multi-family developments at Shepard Road and Davern Street. The former Ford Plant, situated on the northwest extent of the project area, represents one of the largest redevelopment sites in the City of Saint Paul.

Figure 1- Riverview Corridor



Across the river, in Hennepin County, the two largest attractions in the State of Minnesota: Minneapolis-Saint Paul International Airport and Mall of America. The airport is considering

another expansion of Terminals 1 and 2 and the Mall of America is set to begin a major expansion effort in 2014. Additionally, the Mall of America is a central component to the City of Bloomington's mixed use vision for the South Loop District.

Why study transit in this corridor?

- (re)investment throughout the corridor
- Access to major job centers - Mall of America, Minneapolis-Saint Paul International Airport, Saint Paul
- Connecting major transportation hubs - Mall of America, Minneapolis-Saint Paul International Airport, Union Depot

This work will include the development of strategic communications plan that includes strategic messaging, branding, community relations, the developing and maintenance of a corridor website, media relations, community and business engagement strategies as well as ongoing communication with corridor residents, business and stakeholders.

Figure 2- Riverview Corridor Development



1.1.1 TRANSIT SERVICES AND FACILITIES

Metro Transit and the Minnesota Valley Transit Authority (MVTA) provide transit service in or adjacent to the Riverview Corridor. This service consists of local, limited stop, and transitway service. Local service is provided via routes 70, 74, 84, 46 and 417.

Limited stop service between Union Depot, MSP, and Mall of America is provided via Route 54, which runs every 12 minutes during peak periods and every 15 minutes during most other periods.

Transitway service is provided by multiple corridors, METRO Green Line LRT connects to the corridor at Union Depot in downtown St. Paul, METRO Blue Line LRT connects at the Minneapolis/St. Paul International Airport, and at the Mall of America, intermediate stations in Bloomington, and Mall of America, METRO Red Line BRT connects at the Mall of America.

1.1.2 UNION DEPOT

The Riverview Corridor will connect to Union Depot, a multi-modal transit and transportation hub, in downtown St. Paul. At the Depot, connections are available to multiple transportation modes including:

- METRO Green Line LRT connecting downtown St. Paul, downtown Minneapolis, the Midway area, the University of Minnesota, and into the region's METRO system of LRT and Highway BRT services
- Local, limited stop, and express bus routes 21, 53, 54, 65, 417, 480, 484, 489
- Amtrak connecting the Twin Cities to Chicago and Seattle/Portland along the Empire Builder Route
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states
- Bicycle share at the Nice Ride station and regional trail connections along the Union Depot train deck/Kellogg Blvd. and Warner Road
- Private bus connections to Treasure Island and Mystic Lake casinos
- Private taxi service

1.1.3 MINNEAPOLIS/ST. PAUL INTERNATIONAL AIRPORT

The Riverview Corridor will connect to the Minneapolis/St. Paul International Airport. At MSP, connections are available to multiple transportation modes including:

- METRO Blue Line LRT connecting Bloomington, Fort Snelling, south Minneapolis, and downtown Minneapolis.
- Limited stop bus service via Route 54.
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states.

1.1.4 MALL OF AMERICA STATION

The Riverview Corridor will connect to the Mall of America Station. At the station, connections are available to multiple transportation modes including:

- METRO Blue Line LRT connecting Bloomington, Fort Snelling, south Minneapolis, and downtown Minneapolis.
- METRO Red Line BRT connecting to Eagan, Burnsville, and Apple Valley.
- Local and limited stop bus service via routes 5, 54, 415, 437, 440, 442, 444, 445, 515, 538, 539, 540, 542, and 683.

1.1.5 HIGHWAYS

In 2014 the Minnesota Department of Transportation will be undertaking a redecking of the TH 5 Mississippi River Bridge. This project will include removing and repairing the bridge decks and concrete pavement, replacement of guardrails and medians, joint replacement and cleaning and the cleaning and repainting of bridge segments.

The City of St. Paul is exploring the potential realignment of the Hwy 5 and Shepard Road interchange area and its impacts on traffic patterns including how changes may impact through traffic. This includes an analysis of how through traffic will access I-35E at the Shepard Road and Hwy 5/W. 7th interchanges with I-35E.

1.1.6 REGIONAL TRAILS

The Riverview Corridor provides connections to multiple regional trails including the Sam Morgan Regional Trail, the Minnesota Valley State Trail, Ft. Snelling State Trail, I-494 Walkway Trail.

1.1.7 MAP-21

The passage of MAP-21 has impacted this study and will continue to impact the Riverview Corridor. Continued assessment of the impact of the changes to the New Starts/Small Starts Process under MAP-21 will be important throughout the duration of this study. All aspects of the PPD Study shall be Federal Transit Administration (FTA) New Starts/Small Starts compliant to ensure future federal funding eligibility. Additional information on the FTA evaluation process for proposed New Starts/Small Starts projects can be found at http://www.fta.dot.gov/documents/NS-SS_Final_PolicyGuidance_August_2013.pdf.

1.1.8 AGENCY COORDINATION

In addition to its relationship to the regional transit system, the Riverview Corridor includes an international airport, highways of federal, state, county and city jurisdiction as well as multiple regional trails, Historic Ft. Snelling, The Minnesota Valley National Wildlife Refuge, and is in close proximity to culturally significant resources associated with the confluence of the Minnesota and Mississippi Rivers. The Metropolitan Council, Metro Transit, Federal Highway Administration, Minnesota Department of Natural Resources, County Public Works and Parks Departments, City Public Works and Parks Departments, Minnesota Historical Society, Metropolitan Airports Commission and National Parks Service will be key stakeholders.

1.1.9 B LINE IMPLEMENTATION

West 7th Street has been identified as the second arterial BRT line to be delivered following implementation of A Line BRT on Snelling Avenue. The B Line, as the West 7th line will be called, will enter engineering in 2015, be constructed in 2015-2016, and open for service in late 2016. The project will construct high-amenity transitway stations approximately every 1/2 mile along West 7th Street, originating at the Union Depot and terminating at the Mall of America. The B Line will replace the high-frequency, limited stop Route 54 with more frequent service and faster trips due to off-board fare collection and transit signal priority.

1.1.10 RIVERVIEW CORRIDOR PRE-PROJECT DEVELOPMENT STUDY (2014)

The Riverview Corridor Pre-Project Development (PPD) Study is an 18 month study that will begin in the Spring of 2014. This study will be completed consistent with the Federal Transit Administration New Starts Process. The PPD Study will not result in formally requesting to enter into FTA's New Starts Project Development process or formally entering into the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) process.

The PPD Study will determine and detail the benefits, costs, and impacts of implementing fixed guideway transit in the Riverview Corridor between Union Depot in downtown St. Paul and the Mall of America and Minneapolis-Saint Paul International Airport. This information will inform the RCRRRA, counties, cities, Metro Transit, Metropolitan Council, MnDOT, and other decision makers on the viability of fixed guideway transit and its implementation in the Riverview Corridor.

The PPD Study will result in the identification of a locally preferred alternative (LPA) for amendment by the Metropolitan Council in the region's long-range plan, the Transportation Policy Plan. The LPA will address the identified accessibility, mobility, and economic development needs in the corridor. The LPA identified through PPD Study should be analyzed sufficiently to be eligible to seek federal, state, and/or local funding to for its continued advancement through the FTA New Starts process.

1.1.11 Riverview Corridor Major Investment Study (2000)

The Riverview Corridor Major Investment Study (MIS), initiated in the fall of 1998 and concluded in July 2000, was sponsored by RCRRRA and the Federal Transit Administration (FTA). The MIS was conducted and technical documents prepared to support a decision on a locally preferred alternative. The MIS did not recommend an alternative, but rather provided a focused analysis and evaluation of the mobility needs in the corridor and possible solutions. The overall goal of the MIS was to develop an effective and efficient transportation strategy that improves access and mobility in the corridor, supports economic revitalization and contributes to the preservation and enhancement of the natural environment.

The major investment study was completed in 2000, and the Ramsey County Regional Railroad Authority (RCRRRA) supported a busway (or bus rapid transit) for the Corridor. Due to public opposition, agency partners decided to not move forward with further engineering and environmental evaluation of the corridor. Since 2000, bus shelter improvements were completed along the corridor, and Metro Transit has added a limited stop bus route (Route 54) along this corridor, which performs very well.

1.2 RIVERVIEW CORRIDOR POLICY ADVISORY COMMITTEE

The Riverview Corridor Policy Advisory Committee (PAC) was created in 2013 by the Ramsey County Regional Railroad Authority (RCRRRA) to advise the RCRRRA on the Riverview Corridor PPD Study. The PAC will meet at key milestones of the study currently assumed to be quarterly, but is depended upon the PPD Study schedule.

1.3 PROJECT INFORMATION CONTACT

All questions related to specific project requirements must be submitted in writing by 2:00 PM on February 26, 2014 to:

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

All questions should be submitted via email

Beyond the inquiry process described above, no contact regarding this RFP is to be made with Riverview Corridor PAC members or the agencies that they represent or members of their staff. Contact to any above persons may result in the rejection of a consultant's proposal.

1.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 11:00 AM in the Gateway Conference Room at Union Depot located at 214 4th Street East St. Paul, MN 55101 on Thursday, 19 February, 2014. While attendance is not mandatory, it is strongly recommended that a representative attend.

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2. SCOPE OF SERVICES

2.A GENERAL

The proposed scope of services shall include two elements presented separately and distinctly from one another including a (1) base work plan, and (2) suggested modifications (if any) to the base work plan. These two elements are described below.

Base Work Plan

It is requested that the consultant develop a base work plan and fee for services in response to the task document in this scope of services. This work plan should include task descriptions, associated deliverables, estimates of staff hours per person/job category, per task and estimated expenses. **FEE AND EXPENSE ESTIMATES BY TASK SHALL BE PREPARED AND SUBMITTED IN A SEPARATE ENVELOPE.**

The proposed work plan should provide the most effective study process possible within the resource limits identified in this RFP. The entire study process must include input from the Riverview Corridor Policy Advisory Committee (PAC) and Technical Advisory Committee (TAC). Materials must be prepared in a form and format easily understood by members of the public, including those typically not engaged through a traditional open house and website based public involvement plan.

SUGGESTED MODIFICATIONS TO BASE WORK PLAN

The consultant is encouraged to propose the addition, refinement, and/or elimination of tasks in response to this scope of services. The consultant is encouraged to provide optional approaches and share opinions for improving the communications process. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall include any implications to the assumed timeframe for the communications indicated in Section C. **FEE IMPLICATIONS RELATIVE TO THE SUGGESTED WORK PLAN MODIFICATIONS SHALL BE INCLUDED AS A SEPARATE SECTION FROM THE BASE WORK PLAN IN THE FEE ESTIMATE PACKET.**

The anticipated scope of work for Strategic Communications includes, but is not limited to, the following tasks:

- Project Management and On-Going Strategy
- Branding Strategy
- Community Engagement
- Social Media
- Website Development and Social Media
- Supporter Distribution List
- Media and Community Relations
- Material Development and Production
- Stakeholder Identification
- Strategic Message Development

GOVERNANCE STRUCTURE

The Riverview Corridor Strategic Communications contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The consultant will report to the RCRRA Project Manager and coordinate with established project committees and groups as appropriate.

BUDGET AND SCHEDULE

Local funding not to exceed \$50,000 is available to support the strategic communications effort. The proposal should include a contingency of no less than 10 percent of the total study budget.

The RCRRA intends for the strategic communications to last twelve months with the strategic communications plan finalized in the first six months (task 2.B.9) from the date of contract award.

2.B Key Work Tasks

2.B.1 PROJECT MANAGEMENT AND ON-GOING STRATEGY

The Ramsey County Regional Railroad Authority (RCRRA) will manage the Strategic Communications on behalf of the Riverview Corridor Policy Advisory Committee. The RCRRA project manager is to be consulted with and will give approval prior to the consultant performing tasks. In addition to consulting with RCRRA project management staff, the consultant is expected to meet with the following groups:

a. Riverview Corridor Policy Advisory Committee

The Riverview Corridor will utilize a Policy Advisory Committee (PAC) form of governance to complete its Pre-Project Development Study (separate contract) and the selection of a Locally Preferred Alternative (LPA). This structure utilizes a tiered recommendation/approval approach comprised of a Technical Advisory Committee recommending the LPA to the Policy Advisory Committee, the PAC recommending to the Regional Railroad Authority, and the Regional Railroad Authority recommending the LPA to the Metropolitan Council for concurrence and adoption into the region's Transportation Policy Plan.

The Riverview PAC will be modeled on the Gateway Corridor's Policy Advisory Committee (PAC) structure. The Riverview PAC is not a joint powers board, but is instead a more inclusive body allowing for representation of all potentially impacted parties along the corridor. Membership includes the Metropolitan Council, MnDOT, Chambers of Commerce, Metropolitan Airports Commission and other entities typically unable to participate per state statute. The Riverview PAC will also be able to expand and contract its membership based on the analysis being undertaken at a given time. Riverview PAC Meetings will take place at project development milestones (typically quarterly) for the Riverview Corridor. The membership of the PAC is identified in **Figure 3**.

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Figure 3: Policy Advisory Committee Membership

Ramsey County Regional Railroad Authority	Neighborhood Business Representative
Hennepin County Regional Railroad Authority	St. Paul Area Chamber of Commerce
City of St. Paul (Mayor or Designee)	Metropolitan Council
City of St. Paul, Ward 2 Councilmember	Community Representative
City of St. Paul, Ward 3 Councilmember	Metropolitan Airports Commission
City of Minneapolis (Mayor or Designee)	Minnesota Department of Transportation
City of Bloomington	

b. Riverview Corridor Technical Advisory Committee

The Riverview Corridor Technical Advisory Committee (TAC) will be staffed by technical staff of the various stakeholders in the Pre-Project Development Study. It is anticipated that the TAC will meet monthly throughout the analysis phase of the corridor and will provide recommendations on the analysis and the corridor's milestones to the PAC. The membership of the TAC is identified in **Figure 4**. It is not anticipated that the TAC will be involved with the strategic communications, though meetings with members of the TAC may be necessary as the strategic communications plan is developed and implemented.

Figure 4: Technical Advisory Committee Membership

Ramsey County Regional Railroad Authority	Minnesota Historical Society
Ramsey County - Public Works/Parks	Native American Tribal Representation
Hennepin County Regional Railroad Authority	Mn/DOT
City of St. Paul	Metropolitan Council
City of St. Paul Public Works/Parks	Metro Transit
City of St. Paul - PED	Transit Dependent Community Representative
City of Minneapolis	Metropolitan Airports Commission
City of Bloomington	Canadian Pacific Railway
St. Paul Area Chamber of Commerce	Government Services Administration
Riverfront Development Corporation	National Park Service
Minnesota DNR	

The consultant should outline a management strategy in order to effectively coordinate with Ramsey County RRA staff. This should include both regularly scheduled conference calls and in-person strategy meetings. The consultant should assume 1-2 conference calls a month and a monthly in-person meeting.

The Riverview PAC will be the ultimate decision maker for Strategic Communication items. The consultant should anticipate attending and preparing materials for PAC meetings to present strategies and final products. The Riverview PAC will look to the Consultant to guide communication strategies, coordinate with public involvement activities of the PPD Study, and look ahead and identify the best ways to position the corridor in the longer term.

2.B.2 STRATEGIC MESSAGE DEVELOPMENT

Since the Riverview Corridor is entering a new phase of study, the PPD, it will be important to develop key messages and create public relations pieces that can be used throughout the study. These messages should be tailored to attract the attention of key Riverview Corridor stakeholders. Message development will consist of:

1. Primary

The consultant will work with staff and the PAC to identify its primary message and craft a public relations piece around it and any applicable secondary messages.

2. Secondary

The consultant will work with staff and the PAC to identify its secondary messages and incorporate them into its primary message as applicable. If necessary the consultant will work with the Commission to prioritize secondary messages.

3. Audiences

The consultant will work with staff and the PAC to identify its primary and secondary audiences and the best way to effectively communicate with them. At a minimum the audiences considered should include the general public, elected officials, the Minnesota Department of Transportation, Metropolitan Council, tribal communities and the business community.

2.B.3 PROJECT PARTNERS

Emphasis should be placed on the development of partnerships with other organizations along the Corridor. The consultant will work with staff and the PAC to identify potential project partners and strategies for engaging them including the benefits and potential conflicts of interest provided to both parties through the partnership.

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2.B.4 BRANDING STRATEGY

The consultant will work with the Riverview PAC to create a consistent visual look and 'brand' for all its communications materials. This work will include:

- **Logo** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Letterhead templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Fact sheets templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **PowerPoint templates** (Develop an assortment of options with no less than two fully developed choices to choose from)
- **Graphic standards and usage guidelines**

2.B.5 MEDIA AND COMMUNITY RELATIONS

The consultant will work with staff, the Pre-Project Development consultant and the Riverview PAC to identify community relations opportunities including city/county/civic meetings, festivals, fairs and special events where the presence of information on the Riverview Corridor could be helpful to the analysis underway. Work will include the development of press releases and e-newsletters at key milestones throughout the contract period and their distribution. All media and community relations documents should be tied directly to overall strategic messages.

2.B.6 COMMUNITY ENGAGEMENT

Riverview PAC members currently work closely with business groups and associations. There is a large need for more creative engagement with business and community groups. This task provides a means in which to update and provide information to organizations about the Riverview Corridor and help achieve strong relationships based on overall Corridor goals.

The consultant will work with the Riverview Corridor Pre-Project Development Study consultant to identify appropriate public communications and advocacy materials for the business and community outreach. Every effort should be made to minimize the amount of duplication between the strategic communication and the PPD Study's Stakeholder and Public Involvement efforts. The work scope for the PPD Study consultant is included as **Attachment C**.

2.B.7 WEBSITE DEVELOPMENT AND SOCIAL MEDIA

The consultant will be responsible for the development and hosting of a Riverview Corridor website in order to showcase information about the PPD Study and the corridor as a whole. The website should be designed to reflect the overall vision and goals of the PAC and serve as an information resource for members of the public and interested parties as well as a portal for information on how they can show their support for the corridor.

The consultant will be responsible for uploading materials and content changes to the website for the duration of the contract. The consultant should also be prepared to make all communication documents web-ready.

The Riverview Corridor does not have a Facebook page. The consultant will be tasked with setting up an account and developing and ensuring content is fresh and up-to-date. At this time, this will be the only social media the Riverview PAC will be engaged in.

2.B.8 Material Development and Production

The consultant will be responsible for developing and producing public advocacy materials for distribution by the RCRRA and PAC to advocate for the Riverview Corridor.

At a minimum the consultant will produce to following:

- Fact sheet detailing the corridor, the PAC, and its priorities
- E-newsletter (quarterly) and their distribution
- Supporter distribution list
- Press Releases and their distribution
- Supporter tool kit
- Sample Letters to the editor
- Sample editorials

2.B.9 Strategic Communications Plan

Consultant will prepare a draft and final Strategic Communications Plan. This plan should include previously produced materials that were generated as part of its development. Though the contract period is for 12 months, a Final Strategic Communications Plan should be complete no later than six months from the date the consultant receives the notice to proceed. This will allow for

The consultant shall produce 30 color hard copies of the draft and 30 color hard copies of the final plan along with an electronic version of the draft and final plan.

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C. PROJECT TIMETABLE

PROPOSED PROCESS

<u>Activity</u>	<u>Timeline</u>
RFP Released	February 5, 2014
Pre-proposal Conference (10 a.m.)	February 19, 2014
Written Questions Received (2 p.m.)	February 26, 2014
Response to Questions Released (4 p.m.)	March 5, 2014
Proposals Due (2 p.m.)	March 12, 2014
Proposal Review	March 12 -28, 2014
Oral Interviews, if needed	March 31, 2014 (week of)
Policy Advisory Committee (recommendation to RCRRRA)	April 9, 2014
RCRRRA Approval - Contract Award/Notice to Proceed	April 15, 2014

D. PROJECT BUDGET AND SCHEDULE

Local funding in an amount not to exceed \$50,000 is available to support the Riverview Corridor Strategic Communications efforts.

The RCRRRA intends to have the communications efforts cover twelve (12) months from the date of contract award. Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

E. CONTINGENCY

The proposal should include a contingency of no less than 10 percent (10%) of the total study budget.

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3. PROPOSAL SUBMISSION

3.A. PROPOSAL SUBMISSION PROCESS

1. Notice to Proposers

- a. The Ramsey County Regional Railroad Authority (RCRRA) is not responsible for costs incurred by anyone responding to this Request for Proposals.
- b. 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.
- c. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- d. The RCRRA is not bound to accept the lowest cost proposal.
- e. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- f. The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
- g. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposer's expense.

2. Questions

- a. Proposers are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals by 4:00 p.m. on Friday, October 4, 2013 to:

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

- b. All questions should be submitted via email.
- c. Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on Wednesday, March 12, 2014, 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.**

3. Proposers must comply with the provisions of **Attachment A.**

3.B. VALID PROPOSAL

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

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

1. Cover Letter
2. An Executive Summary of not more than six (6) pages

3. Profile of proposed tem including the size and organization structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
4. Description of proposers overall approach
5. Base work plan with a breakdown of projects by phases or tasks. For each task listed, identify:
 - a. Specific staff to be involved, roles, and responsibilities
 - b. Time commitment for each person (hours)
 - c. Schedule illustrating task relationships including anticipated meetings over the duration of the study schedule.
6. 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
7. 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 RCRRRA project and the status and outcome of any lawsuits brought against team member firms for the last five (5) years
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions
 - c. Confirm that each team member will be fully engaged in the study as described for the duration of the contract
 - d. Description of the current assignment and time commitment to that assignment for all key personnel
8. Budgets (*Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope*)
 - a. Hourly budget broken down by team member, firm, and by task
 - b. Current audited hourly rates for staff
 - c. Current audited overhead rates for all team member firms
 - d. An estimate of reimbursable direct expenses by expense type
9. Suggested Modifications to Base Work Plan (Optional as indicated in Section 2.A)
 - a. Description of additional or removed work tasks including description of benefits to the study process
10. Conflict of Interest
 - a. The proposer shall list past or present involvement of all projects that may constitute a conflict of interest. RCRRRA reserves the right to exclude proposers that have an organizational conflict of interest.

3.C. SUBMISSION

Proposals are due by 2:00 p.m. on Wednesday, March 12, 2014. Submit to:
Kyle Vaaler
Senior Procurement Specialist
Ramsey County Finance Department
15 W. Kellogg Blvd. Suite 210

St. Paul, MN 55102
T: 651-266-8078
F: 651-266-8070
kyle.vaaler@co.ramsey.mn.us

Faxed or e-mailed proposals will not be accepted.

2. The response must include an original and five (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.
3. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together with similar identification information.
4. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing its proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date deadline, 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 RCRRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.
5. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
6. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

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4. PROPOSAL EVALUATION

4.1. EVALUATION

1. The RCRRA reserves the right to waive any minor irregularities in the proposal request process.
2. The RCRRA reserves the right to interview any or all proposers at its discretion. The RCRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview.
3. Proposals will be evaluated by an Evaluation Team in accordance with the provisions of **Attachment B**.
4. The Evaluation Team will be made up of technical staff from:
 - Members of the Riverview Corridor TAC
5. The RCRRA will review and evaluate proposals based on the following criteria:
Note: references are NOT a criterion, but a source of information that will be considered when applying the evaluation criteria. All criteria are to be given equal weight.
 - a) The experience, resources, and qualifications of the firm and individuals to be assigned to the Project as key personnel
 - b) Ability to meet Project requirements
 - c) Ability to meet Project time line
6. The Board of the Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Evaluation Team and the Riverview Corridor PAC.

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5. CONTRACT AWARD

1. The agreement to be executed between the successful proposer and RCRRRA will include the scope provisions of this RFP; the provisions of the RCRRRA's *General Terms and Conditions*, attached hereto and made a part of this RFP as **Attachment A**; and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the RCRRRA.
2. The agreement will include the following payment provisions:
"Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed-upon project milestones.

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

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The RCRRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel."
3. Prior to execution of a contract by the RCRRRA, the successful proposer shall provide a certificate of insurance acceptable to the Ramsey County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Attachment A**.

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ATTACHMENT 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 RFP Administrator. Except as provided in these rules, attempts to contact Railroad 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 RFP Administrator 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 RFP Administrator by a vendor, RCRRA staff, elected officials or evaluation team members may meet jointly with the RFP Administrator 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 RFP Administrator 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 discuss the evaluations of the written proposals. The selection team determines which proposals will be brought forward for oral interviews if necessary.
4. Oral interviews if necessary:
 - a. The team can request a technical review of the proposals by staff before the 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. 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.
 - e. The team discusses the evaluations based on the oral interviews for each proposal based on both the written proposal and the oral interview.
- 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 RFP Administrator 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 Riverview PAC. The written recommendation shall clearly describe the selected proposer's Proposals using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
 - 9. Upon selection of a proposer by the PAC, a contract will be prepared and brought forward to the Ramsey County Regional Railroad Authority for approval.

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ATTACHMENT B

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY GENERAL TERMS AND CONDITIONS

1. Independent Contractor

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

2. Indemnification

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

3. Insurance

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

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

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

4. Non-Assignability

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

5. Unavailability of Funding

The purchase of goods or 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, and the appropriation of funds from the Board of the Ramsey County Regional Railroad Authority. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Ramsey County Regional Railroad Authority Board. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

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

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

10. Respectful Workplace and Violence Prevention

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

11. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCRRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

12. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRRA for damages sustained by the RCRRRA by virtue of any breach of this Agreement by the Contractor. The RCRRRA may withhold any payment to the Contractor for

the purpose of setoff until such time as the exact amount of damages due the RCRRRA from the Contractor is determined.

13. Data Practices

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

14. Compliance With Applicable Law

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

15. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRRA, the State Auditor or the RCRRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

16. Termination

a. With Cause

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

b. Without Cause

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

17. Conflict of Interest

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

18. Waste Reduction

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

19. Alteration

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

20. HIPAA Compliance

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

21. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

22. Prompt Payment

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

23. Reimbursable Expenses

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

24. Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable)

Federal Regulation 45 CFR 92.35 prohibits the RCRR from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. By signing this Agreement, the Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;

- b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- 4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
- 5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
- 6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
- 7. Shall immediately give written notice to the RCRRRA should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

25. Entire Agreement

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

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ATTACHMENT B
RIVERVIEW PRE-PROJECT DEVELOPMENT STUDY RFP WORK SCOPE
- STAKEHOLDER AND PUBLIC INVOLVEMENT -

2.B.3 STAKEHOLDER AND PUBLIC INVOLVEMENT

Stakeholder and public involvement is a key component of the Pre-Project Development Study. With effective stakeholder and public participation, it is possible to make a lasting contribution to an area's quality of life and it is essential for good decision making.

The fundamental objective of the stakeholder and public involvement program will be to ensure that the concerns and issues of those with a stake in the Riverview Corridor are identified and addressed. The program for this study must provide for early and continuous involvement of stakeholders; reasonable public availability of technical and other information; collaborative input on alternatives and evaluation criteria; and, open access to the decision-making process. Additionally, the program must actively identify and engage populations that are not traditionally involved in transportation decision making in meaningful and accessible ways.

At a minimum the consultant will:

- Prepare a Participation Plan for the PPD Study.
- Track public comment, response, and how the comment influenced study decision-making and provide to RCRRRA as part of a Public Involvement Technical Memorandum.
- Staff public meetings including open houses and neighborhood meetings.
- Provide translation services and translation of written materials for public consumption, as appropriate.
- Provide web-ready content for the Riverview Corridor website/facebook page.

Additionally, it is expected that the consultant and RCRRRA will form stakeholder working groups to address details of specific, challenging technical issues along the various segments of the corridor. These groups will be developed and meet as needed until the issue is resolved. The consultant will facilitate these groups as well as assist with their formation.

2.B.3.1 PARTICIPATION AND COMMUNICATIONS PLAN

RCRRRA intends to work cooperatively with affected cities, residents, businesses, property owners, educational institutions and other major institutions throughout the Pre-Project Development Study process and it is important that the participation and communications Plan address the importance of how to work and communicate effectively with these diverse groups throughout the process.

The consultant shall describe, and include in their cost estimate, the specific activities, techniques, format, and number of meetings anticipated, as well as formal public meetings and notices. The number of meetings shall be sufficient to ensure an open, proactive

public involvement process and facilitate consensus development. Potential alternatives and issues will be discussed with committees, citizen and business/institutional groups, and corridor residents, businesses, and institutions. Additionally, the participation plan developed by the consultant should:

- Clearly define the purpose and objective for initiating a public dialogue on transportation issues.
- Specifically identify affected public and other stakeholder groups with respect to the plans and programs under development.
- Identify techniques for engaging the public in the process including but not limited to open houses, newsletters, web postings, neighborhood meetings, roundtables, and small group/focus group meetings.
- Identify notification procedures to effectively target affected groups.
- Identify education techniques, which result in an accurate and full public understanding of transportation issues.
- Establish techniques to demonstrate that decision makers considered public input and appropriately responded to public input throughout the process.
- Identify the languages spoken in the corridor and how the non-English or English as a second language communities will be actively engaged.

The participation plan shall be developed collaboratively with the RCRRA, incorporate the key best practices developed by the Corridors of Opportunity Community Engagement Steering Committee, and be fully developed within 30 days of the Notice to Proceed.

The participation plan should include the following elements:

- Public Information Strategy
- Stakeholder Identification
- Stakeholder Distribution Lists
- Material Development and Production

2.B.3.2 COMMUNITY MEETINGS

Approximately four rounds of public open house meetings are envisioned during the study at two different locations along the corridor (a total of eight meetings) to inform the public regarding preliminary findings and to gather input. The consultant will be responsible for preparing meeting materials, distributing notice to the distribution list and providing a press release to RCRRA for RCRRA to release.

In addition to open houses, it is anticipated that multiple meetings with district councils in St. Paul and other neighborhood and business groups will be important for informing the public and receiving their input. The consultant will be responsible to coordinate with RCRRA on meeting materials and attendance for these meetings. It is not anticipated that the consultant will need to attend every meeting, however, the consultant should anticipate attendance and participation at a minimum of four additional community meetings (sixteen total) for each series of public open house.

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2.B.3.3 COMMUNITY MILESTONE NOTIFICATION

The consultant is responsible for, in consultation with RCRRA and the PAC developing and implementing a PPD Study milestone notification mechanism. This mechanism may include e-blasts via email, press releases, website notification, Facebook posts, postcards, and working with community organizations to notify the public of upcoming open houses, study decision points, and/or other items as necessary.

2.B.3.4 VIDEO/VISUALIZATION

The consultant is responsible for, in consultation with the RCRRA and the PAC the preparation of a video that provides educational content about the transitway development process, alignments and transit modes specific to the Riverview Corridor. Additionally, in conjunction with Task 2.B.7 the preparation of visualizations will be important in assisting with the selection of the Locally Preferred Alternative.

2.B.3.5 STRATEGIC COMMUNICATIONS

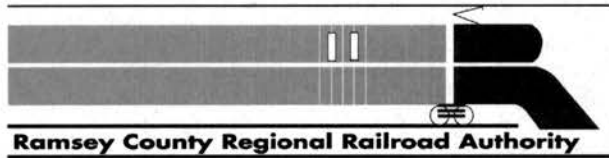
The consultant is responsible for working with the Riverview Corridor Strategic Communications consultant to identify appropriate communications activities. Every effort should be made to minimize the amount of duplication between the PPD Study's and Strategic Communication's public involvement efforts. The work scope for the Strategic Communications is included as Attachment C.

AGENCY RESPONSIBILITIES:

- Public Open House meeting facilities
- Facebook Posts
- Press Release Distribution

CONSULTANT DELIVERABLES:

- Public Involvement Technical Methodologies Report (see Task 8)
- Public Communications Plan
- Stakeholder distribution lists
- Meeting preparation and attendance. This includes agendas, information packets, presentation exhibits, electronic presentations (e.g.; PowerPoint) and meeting minutes for all PAC, TAC, public meeting summaries, and staff meetings in hard copy and electronic formats. Note these Stakeholder deliverables are not covered in Task 2.B.2 Project Management.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Consultant project manager attendance at open house and select community meetings
- PPD Study Community Milestone Notification Plan and distribution of notification to the public of key milestones of the study
- Corridor educational video
- Corridor visualizations



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

REGIONAL RAILROAD AUTHORITY

February 25, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the February 25, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the January 28, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Lease Agreement with W Marketing LLC (Agency Nord)

Board Action Requested:

1. Approve a lease agreement between W Marketing LLC (Agency Nord) 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.

2. Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

Board Action Requested:

- 1) Approve the selection of Railworks Track Systems Incorporated, P.O. Box 959, 8485 West 210th Street, Lakeville, Minnesota to provide track operations and maintenance for the Union Depot Railroad, and Railworks Signals and Communications, Incorporated, 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256 to provide signal operations and maintenance services for the Union Depot Railroad.
- 2) Authorize the Chair to execute a contract with Railworks Track Systems Incorporated to provide track operations and maintenance services for the Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the estimated amount of \$265,500 subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.
- 3) Authorize the Chair to execute a contract with Railworks Signals and Communications Incorporated to provide signal operations and maintenance services for Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the amount of \$245,000 subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 28, 2014

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

Chair Ortega called the meeting to order at 9:20 A.M.

AGENDA

Commissioner McGuire moved approval of the Agenda of the January 28, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – Huffman, McDonough, McGuire, Rettman, Carter, Ortega – 6. Nays – 0.

MINUTES

Commissioner McDonough moved approval of the Minutes of the January 7, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Huffman, McDonough, McGuire, Rettman, Carter, Ortega – 6. Nays – 0.

1. Request for Proposals for a Pre-Project Development Study for the Riverview Corridor

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

Chair Ortega said there is a strong interest in the Riverview Corridor and he's received a lot of positive support from businesses and communities.

Commissioner McGuire asked for a description of the Riverview Corridor route.

Chair Ortega explained that the Riverview Corridor runs along West 7th Street and Shepard Road. The study will include redevelopment of the Ford Plant and other areas in the corridor. The end points are Union Depot in downtown St. Paul, the Minneapolis/St. Paul Airport, and the Mall of America, including its expansion. There is excitement about the corridor and the possibilities for redevelopment along the corridor.

Roll Call: Ayes – Huffman, McDonough, McGuire, Rettman, Carter, Ortega – 6. Nays – 0.
(R14-06)

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 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 Ramsey County Regional Railroad Authority initiated the Riverview Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

WHEREAS, The Ramsey County Regional Railroad Authority in resolution R00-23, dated November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview Corridor, in the interest of meeting the transit needs in this corridor now and in the future and consistent with St. Paul's recommendation; and

WHEREAS, The selected locally preferred alternative was not implemented; and

WHEREAS, The City of St. Paul in resolution RES 13-113, dated January 23, 2013 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 Ramsey County Regional Railroad Authority resolution R13-19, dated May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority resolution R13-30, dated September 24, 2013, approved the membership of a Policy Advisory Committee that is geographically balanced, that includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study; and

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for the Riverview 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 Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

2. Request for Proposals for Strategic Communications for the Pre-Project Development Study for the Riverview Corridor

Commissioner Huffman moved approval of the following resolution, seconded by Commissioner McDonough.

Chair Ortega said this corridor covers many communities; communications will be very important and will take a lot of effort.

Commissioner McGuire wanted to clarify that this will involve not only getting the word out to communities, but also working with the communities.

Chair Ortega said, yes, it will be about community participation and engagement. He compared the plans for strategic communications to the communications strategies of the TCAAP development project, which could serve as a model.

Roll Call: Ayes – Huffman, McDonough, McGuire, Rettman, Carter, Ortega – 6. Nays – 0.
(R14-07)

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 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 January 23, 2013 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 Ramsey County Regional Railroad Authority resolution R13-19, dated May 7, 2013, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor; and

WHEREAS, \$50,000 of \$1,500,000 will be utilized to fund Strategic Communications for the Riverview Corridor Pre-Project Development Study;

WHEREAS, Ramsey County Regional Railroad Authority resolution R13-30, dated September 24, 2013, approved the membership of a Policy Advisory Committee that is geographically balanced, that includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority on the Pre-Project Development Study, including its Strategic Communications; and

WHEREAS, It is a benefit to Ramsey County residents to undertake a Strategic Communications outreach effort for the Riverview Corridor that will provide a consistent message and information on corridor activities to residents, businesses and other interested parties throughout the Pre-Project Development Study; Now, Therefore, Be It

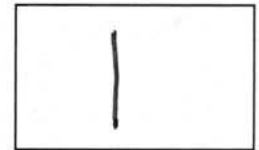
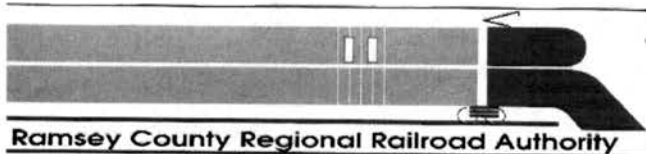
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Strategic Communications for the Riverview Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Riverview Corridor Policy Advisory Committee.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:30 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 2/25/2014

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Agreement with W Marketing LLC (Agency Nord)

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes office space as well as space for passengers and providers of transportation services. W Marketing LLC (Agency Nord), a marketing company that also creates events for clients, wishes to lease space at Union Depot for its office needs starting March 12, 2014.

A lease agreement has been negotiated to provide 1,523 square feet of space. W Marketing will pay rent in the amount of \$1,500 per month. The term will be one year and one month term and allows W Marketing to take possession and complete minor office improvements including installation of telecommunications equipment for a short period without a rent payment. The draft lease agreement is attached to this Request for Action. Due to time constraints in meeting the date of possession for W Marketing LLC, RCRRA needs to act on the agreement before it has been executed by W Marketing LLC, and minor changes in wording may occur, as approved by the County Attorney's office.

ACTION REQUESTED

1. Approve a lease agreement between W Marketing LLC (Agency Nord) 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.
- 1

SUBJECT: Lease Agreement with W Marketing LLC (Agency Nord)

ATTACHMENTS:

Draft Lease Agreement between RCRRA and W Marketing LLC(Agency Nord)

PREVIOUS ACTION:

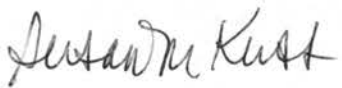
None.

COUNTY MANAGER'S COMMENTS:

Approval of the Lease Agreement with W Marketing (Agency Nord) will enable W Marketing to establish its office at Union Depot and contribute to increased foot traffic at Union Depot through on-site client meetings and possibly events hosted by W Marketing or their clients. Occupancy of the space will start March 12, 2014 and the one year term provides for payment of rent to RCRRA.

SUBJECT: Lease Agreement with W Marketing LLC (Agency Nord)

Regional Railroad Authority – Authorized Signature	Date
	2/20/14

Finance – Authorized Signature	Date
	2/19/14

County Attorney – Authorized Signature	Date
	2/19/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Lease Agreement with W Marketing LLC (Agency Nord)

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as events and office tenants; and

WHEREAS, W Marketing LLC (Agency Nord) operates a marketing company that creates events for clients and desires to lease space in the Union Depot facility; and

WHEREAS, A lease agreement has been negotiated between Ramsey County Regional Railroad Authority and Agency Nord for the use of space at Union Depot for office purposes; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement between W Marketing LLC(Agency Nord) and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.

Attachment

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

AS LANDLORD

AND

W MARKETING LLC D/B/A AGENCY NORD

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of _____, 2013 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) ("Landlord"), and W Marketing LLC, a Minnesota limited liability company doing business as Agency Nord ("Tenant").

RECITALS:

For and in consideration of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Landlord hereby leases to Tenant, and Tenant hereby accepts and leases the Premises from Landlord, upon the following terms and conditions:

DATA SHEET

The following terms, conditions and definitions are incorporated in this Lease and shall have the meanings set forth in this Data Sheet, except as may be modified by provisions of this Lease:

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as Union Depot and located at 214 East 4th Street, Saint Paul, Minnesota 55101
- (b) "Union Depot Building" or "Building": The building and improvements located on the Property.
- (c) "Property": The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) "Premises": The area in the Building outlined on Exhibit B identified as Suite 140, Union Depot, 214 4th Street East, Saint Paul, MN 55101. The Premises consists of 1,523 net leasable square feet.
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "Rent": any and all amounts to be paid by Tenant to Landlord as provided in this Lease including, but not limited to, Base Rent and Additional Rent.
- (h) "Base Rent": The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease, as follows:

	Monthly Base Rent	Annual Base Rent
	(Each Calendar Month)	(Base Rent per Lease Year)
5/1/2014- 4/30/14	\$1,500	\$18,000

7

- (i) "Commencement Date": March 12, 2014, and as further provided in Section 2.2 of this Lease.
- (j) "Landlords' Work": The improvements to the Premises to modify the Premises for Tenant's Use as provided in Section 2 below.
- (k) "Termination Date": April 30, 2015, except as adjusted as provided in Section 2.2 below of this Lease.
- (l) "Exhibits": The following exhibits are attached to this Lease and are incorporated in the Lease by reference:
- Exhibit A - Legal Description of the Property
Exhibit B - Premises
Exhibit C - Rules and Regulations
Exhibit D - Form of Ratification Agreement
- (m) "Term": The term of this Lease is thirteen months and twenty (20) days ("Term" or "Lease Term").
- (n) Tenant's Address for Notice:
- Union Depot, Suite 140
214 4th Street East
St. Paul, MN 55101
Attn: Manager
- (o) Landlord's Address for Notice:
- Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attn: Director
- (p) Rent Payment Address:
- Ramsey County Regional Railroad Authority
c/o Jones Lang LaSalle Americas, Inc.
Union Depot, Suite 300
214 4th Street East
St. Paul, MN 55101
Attn: General Manager
- (q) "Tenant's Use": Tenant shall use the Premises for a business office
- (r) "Security Deposit": None.
- (s) "Rent Commencement Date": May 1, 2014 except as adjusted as provided in Section 2 below.

TERMS

SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, together with the right to use in common with other users of Union Depot the Common Areas, all subject to the reasonable rules and regulations supplied by Landlord as adjusted from time to time, as provided in Section 5 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit C.

1.2 Term. The Term (or "Lease Term") of this Lease shall be as set forth above in the Data Sheet, commencing on the Commencement Date set forth above, and shall terminate and expire on the date set forth in the Data Sheet as the Termination Date, except as the Commencement Date or the Termination Date may be modified as provided in Section 2 below, and except if this Lease is sooner terminated as provided in the Data Sheet.

SECTION 2 – POSSESSION/CONSTRUCTION

2.1. Acceptance of the Premises. Except for the Landlord's Work as provided in Section 2.3 below, Tenant takes and accepts the Premises in their "as is" condition, and Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

2.2 Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or before the date specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement 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 Tenant. Should the commencement of the Rent obligations of Tenant under this Lease occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Occupancy by Tenant prior to the beginning of the Term shall in all respects be the same as that of a tenant under this Lease, except that the Commencement Date for the payment of Base Rent (the "Rent Commencement Date") shall be the later of (i) May 1, 2014, and (ii) the date that is 50 days after the date Landlord delivers possession of the Premises to Tenant. If Landlord shall be delayed in delivery of the Premises to Tenant due to any delay caused by Tenant, or a party employed by Tenant or the agent of Tenant, then in such case the Rent shall be accelerated by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. By occupying the Premises as a Tenant, or to install

fixtures, facilities or equipment, or to perform finishing work, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. Landlord will complete the following Tenant Improvements to prepare the Premises for occupancy and use by Tenant (the "Landlord's Work"): Install a door buzzer, and repair the carpet and remove the cabinet and sink currently in the Premises. Landlord will complete the Landlord's Work no later than the Commencement Date.

2.3 Occupancy to Complete Tenant's Work. Upon taking occupancy of the Premises, Tenant shall, at Tenant's sole cost and expense, complete the finishing work to prepare the Premises for Tenants Use ("Tenant's Work"). The Tenant's Work shall consist of painting the interior walls of the Premises. Tenant's Work shall be completed in the manner required by and in accordance with the terms and conditions stated in Section 9.2 of this Lease that apply to the "Work" as defined in that Section and subject to all of the terms and conditions of Section 9.2 and elsewhere in this Lease. The Work shall also include the installation of any telecommunications and data lines and wiring necessary for Tenant's business. Tenant shall have the right to install within the Premises telecommunications and data equipment, lines and wiring for Tenant's business at the Premises ("IT Materials") as Tenant may reasonably determine provided that Tenant shall install the IT Materials at Tenant's sole cost and expense and subject to Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

2.4 Ratification Agreement. Immediately after Tenant's occupancy of the Premises Landlord and Tenant shall execute a ratification agreement which shall set forth the final Commencement Date, Rent Commencement Date and Termination Date for the Term and shall acknowledge delivery of the Premises in the condition required by this Lease substantially in the form of attached Exhibit D ("Ratification Agreement").

SECTION 3 - RENT

3.1. Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Rent Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term, except that the first payment of Rent shall be made on or before sixty (60) days from the Rent Commencement Date and shall include all amounts of Rent due up to and through the date of payment. If the Term commences on a date other than the first day of a calendar month, Monthly Base Rent for such partial month, as the case may be, shall be obtained by multiplying the number of days in the term within such month by a fraction, the numerator of which is the Annual Base Rent and the denominator of which is 365.

3.2. Additional Rent. In addition to the Base Rent payable by Tenant under the provisions of this Lease, including this Section 3, Tenant shall pay to Landlord or cause to be paid in accordance with the terms and conditions of this Lease as Additional Rent any other amounts that may become due from Tenant to Landlord in accordance with this Lease

3.3 Tenant's Taxes. Tenant shall pay, prior to delinquency, all personal property taxes, , assessed or levied upon its trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, and when possible, Tenant shall cause such trade fixtures, furnishing, equipment and other personal property to be assessed and billed separately from the property of Landlord ("Tenant's Taxes"). In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property shall be assessed and taxed with the property of Landlord, Tenant shall, within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord as Additional Rent the amount set forth in the notice as Tenant's Taxes.

3.4 Payment of Rent. Any installment of Base Rent, Additional Rent, or any other charges to be paid by Tenant accruing under the provisions of this Lease that shall not be paid when due, shall bear interest at the rate of two (2) points over the quoted prime rate of interest charged by U.S. Bank, N.A. (or its successor) per annum from the date when the same is due until the same shall be paid, but if such rate exceeds the maximum interest rate permitted by law, such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant's covenants to pay the Base Rent and the Additional Rent are independent of any other covenant, condition, provision or agreement herein contained.

3.5 No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent and Additional Rent, or other charges (each of which is, and together, are Rent) to be paid by Tenant to Landlord shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease.

3.6 Late Payments. Tenant recognizes that late payment of any Rent when due or of any other sum due under this Lease will result in administrative expense to Landlord which will be extremely difficult and impractical to ascertain and agrees that if any such amount is not paid within five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3.12 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements payable during the Lease Term and taxes assessed with respect to, or as a result of, Tenant's occupancy of the Premises (as leased public property) which are located in real property, Union Depot, which is otherwise exempt from ad valorem real estate taxes, rental taxes (if any) on rentals levied during the term hereof upon the rentals from the Premises.

SECTION 5 - COMMON AREAS AND USE OF UNION DEPOT

5.1 Common Areas. The term "Common Areas" means that portion of Union Depot now or hereafter available for the common use, convenience or benefit of Landlord, Tenant, other tenants of Union Depot, Landlord's licensees, their employees, customers, and invitees; the general public and the intended users of Union Depot as a mixed use, multi-modal transportation facility, and as determined designated by Landlord (each a "Permitted User" and collectively the "Permitted Users"). The term Common Areas shall include restrooms (as designed by Landlord), parking areas, roadways, walkways, sidewalks, driveways, loading docks and areas, ramps, elevators, streets, stairways, and open and enclosed areas within the Union Depot. Landlord has made no representation as to identity, type, size or number of other tenancies at Union Depot, and Landlord reserves the unrestricted right to change the design or size of Union Depot, the driveways, parking areas, and identity and type of other tenants and add buildings and other structures, provided only that the size of the Premises, reasonable access to the Premises and access to Union Depot for intercity bus and passenger train service, and minimum parking facilities as required by governmental authorities having jurisdiction, shall not be substantially or materially impaired.

5.2 Use of the Common Areas. Landlord grants to Tenant, its employees, customers, and invitees, the non-exclusive right during the Term of this Lease to use the Common Areas from time to time constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent

with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit C.

5.3 Landlord to Manage and Operate the Common Areas and Union Depot. Landlord agrees to manage, operate and maintain all Common Areas. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Upon reasonable request by Landlord, Tenant shall furnish a complete list of the names of the Tenant's employees at the Premises who have automobiles and of the license numbers of their automobiles and the license numbers of all motor vehicles operated by Tenant. If any employee of Tenant parks his or her motor vehicle in an area that is designated exclusively for customers or the general public, Landlord may tow that vehicle off the Union Depot, and all costs incurred by Landlord in towing and/or storing the vehicle shall be paid by Tenant to Landlord within 30 days after written notice from Landlord. Landlord shall have the right to use portions of the Common Areas for the purpose of displays, promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines portions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose. Tenant acknowledges and agrees that Landlord has developed Union Depot as a multi-modal transportation hub and activity center and that Union Depot will be used for transportation purposes and for events and other activities, including public and private events and also restaurant, entertainment and other retail and similar activities without limitation as determined by Landlord, and that Union Depot is subject to easements, agreements for access and use and similar arrangements already established and to be established (individually and collectively, "Union Depot Use"). This Lease is expressly subject to Landlord's rights to have the Union Depot Use and Tenant agrees and acknowledges that the Union Depot Use is consistent with the reasonable use of Union Depot and shall not be deemed, construed or interpreted as interfering with Tenant's Use or Tenant's rights hereunder with respect to the Premises or the Common Areas or any of Union Depot.

SECTION 6 - USE

6.1 Use. The Premises may be used for a business office and for no other purpose. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith, in a high-grade and reputable manner. Tenant shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including (i) the Americans With Disabilities Act (ADA) as amended or supplemented from time to time, and (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances. Landlord disclaims any warranty that the Premises or Union Depot are suitable for Tenant's Use or that the Union Depot Use is consistent or compatible with Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under, this Lease, (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 Prohibited Uses. Except ordinary operations of Tenant's use, which shall be subject to the reasonable rules and regulation of Landlord, Tenant shall not, obstruct the Common Areas or use the same for

business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot.

6.3 Right to Exclude. Landlord reserves the right, without liability to Tenant, to refuse admission to the Union Depot and the Premises outside ordinary business hours to any person who is not known to any watchman or security personnel in charge, or who is not properly identified, to eject any person from the Union Depot whose conduct may be harmful to the safety and interest of Union Depot tenants, invitees, or the public; and to close any part of the Union Depot during any riot or other commotion where person or property may be imperiled.

6.4 Hours of Operation. Tenant shall staff and operate the Premises during customary business office hours and at all additional times as Tenant deems beneficial and desirable for its business. The business hours for the provision of services to the Premises and Union Depot by Landlord shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and from 8:00 a.m. to 6:00 p.m. Saturdays and Sundays, official holidays as recognized by Landlord as a political subdivision of the State of Minnesota excepted ("Operating Hours").

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall pay for all telephone, and data and communications utilities and services furnished to the Premises, commencing upon the date that Landlord first delivers possession of the Premises to Tenant and continuing thereafter until the expiration of the Term of this Lease. Tenant shall keep the Premises in neat and orderly condition.

7.2 Landlord's Services. Landlord will provide janitorial service in Union Depot and to the Premises, the cost of such services provided to the Premises at Tenant's request and the cost will be charged to Tenant as Additional Rent, and also agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season, all during normal business hours (the Operating Hours) as defined in this Lease, and will provide water and sanitary sewer service to Union Depot for the Common Areas, including the rest rooms of Union Depot, during the Operating Hours and as reasonably determined by Landlord as consistent with the use of Union Depot as a multi-modal transportation hub. Landlord reserves the right to charge Tenant for excessive utilities used in the Premises and excessive utilities used outside of the Operating Hours set forth in Section 6.4 above.

7.3 No Liability of Landlord. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, repairs, accident, or by any causes beyond Landlord's reasonable control.

SECTION 8 – REPAIRS

8.1 Landlord Repairs. Landlord, at its expense, shall keep the foundations and structure of Union Depot and the Common Areas in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to make any such repairs, modifications or replacements which become necessary or desirable by reason of the negligence, gross negligence or willful misconduct of Tenant, its agents, or employees or the misuse or abuse of Union Depot by Tenant, its employees or agents.

8.2. Facilities Serving the Premises. Landlord shall keep and maintain in good repair the heating, ventilating and air conditioning system (HVAC), plumbing, and electrical system serving the Premises at Landlord's expense. Landlord shall, at all times, have access to the items, and may enter upon the Premises for the purpose of repair and maintenance as provided in this Section 8.2. Tenant shall pay the costs and expenses necessary to maintain, repair and replace all data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises.

8.3 Tenant's Duty of Repair. Tenant shall, during the Term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about Union Depot, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to Union Depot caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord, or if Tenant following reasonable notice by Landlord fails to timely complete the repair, restoration or replacement to enter upon the Premises and complete the repair, restoration or replacement at Tenant's sole cost and expense. All repairs, restorations and replacements shall be in quality and class equal to the original work. Except as provided in Sections 8.1 and 8.2 of this Lease, If Landlord exercises its rights pursuant to this Section 8.3, Tenant shall reimburse Landlord for costs and expenses incurred hereunder upon demand. Tenant shall permit no waste, damage, or injury to the Premises.

8.4 Exterior of the Premises. Tenant shall not alter the exterior of the Premises in any manner.

SECTION 9 – TRADE FIXTURES, ALTERATIONS, SIGNS, NAME

9.1. Trade Fixtures. Tenant, at its own expense shall purchase, install and maintain in good condition its trade fixtures and shall, except as initially provided by Landlord upon delivery of the Premises to Tenant, be solely responsible for interior painting and decorating.

9.2. Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the work described and as provided for therein, Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work, (the "Work", which term includes the Tenant's Work as defined in Section 2) and before commencement of or delivery to Union Depot of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a

manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot, or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and materialmen so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of Union Depot to any lien or liability under the lien laws of the State of Minnesota.

9.3 ADA. Tenant hereby acknowledges and agrees that it is aware of the requirements set forth in the Americans with Disabilities Act, 42 U.S.C. Secs. 12101-12213 (the "ADA") and warrants that all construction done by Tenant in connection with the terms and conditions of this Lease, both in the first instance and subsequently throughout the Term of this Lease, shall be in compliance with the requirements of the ADA as may be amended from time to time. If the Landlord grants its consent to proposed changes to be made by the Tenant in the Premises, the granting of such consent by the Landlord will not mean that Tenant's proposed changes necessarily comply with the ADA; the question of compliance is Tenant's responsibility. Tenant shall hold Landlord harmless and shall protect and defend Landlord in any cause of action brought against Landlord or to which Landlord is a defendant, arising out of alleged violations of the ADA, wherein, by the provisions of this Lease, Tenant was obligated to and failed to comply with any provision of the ADA.

9.4 Signs. Landlord will provide a suit number sign at the Premises consistent in size and design with Landlord's sign plan for Union Depot and shall identify Tenant on the tenant electronic directories at Union Depot. Tenant shall not erect or install any exterior window or door signs, advertising media or window lettering or placards or other signs or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not install any exterior light or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the exterior of the Premises.

SECTION 10 - RELEASES AND INDEMNITY

10.1 Tenant's Indemnification. Tenant agrees to indemnify Landlord, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's occupancy or use of the Premises or Union Depot, the execution, performance, or breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence, gross negligence or willful misconduct on the part of Tenant, or its agents, contractors, employees, licensees, or invitees, or arising from any accident, injury or damage to the extent caused by Tenant, its agents, or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease or any renewal or extension thereof, in or about the Premises, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or

proceeding which may be brought thereon; and in case any action or proceeding be brought against Landlord, its officials, employees or agents by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

10.2 Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its officials, employees and agents shall not be liable and Tenant waives all claims for damage to property and business sustained during the Term of this Lease by Tenant occurring in or about Union Depot, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, Union Depot, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its officials, employees or agents, or any tenant or occupant of Union Depot or any other person, unless caused by the negligence or intentional act of Landlord, its agents or employees. This Section 10.2 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, or other material that is incorporated in Union Depot, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants, licensees or occupants or users of Union Depot or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

10.3 Tenant's Liability. All property in Union Depot or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold Landlord, its officials, employees and agents harmless and indemnify them against claims and liability for injuries to such property.

SECTION 11 – INSURANCE

11.1 Landlord's Casualty Insurance. Landlord shall keep Union Depot insured for the benefit of Landlord in an amount equivalent to the full insurable value thereof (excluding foundation, grading and excavation costs) against (a) loss or damage by fire; and (b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot including, but without limiting, the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, law and ordinance, and such other coverage as may be deemed necessary by Landlord, provided such additional coverage is obtainable and provided such additional coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot.

11.2 Landlord's Liability Insurance. Landlord shall maintain for its benefit and the benefit of its agent and lender, if any, commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about Union Depot.

11.3 Tenant's Insurance. Tenant shall purchase and maintain such insurance as will protect Tenant from claims which may arise out of, or result from, Tenant's operations under this Lease, whether such operations are by Tenant or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable. Tenant shall secure the following coverages and comply with all provisions noted below. Certificates of Insurance shall be issued evidencing such coverage to the Landlord throughout the term of this Lease.

(a) Fire and All-Risk Property Insurance.

- i. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of Tenant at Union Depot.
- ii. Tenant hereby waives and releases Landlord, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage. Tenant agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against Landlord.

(b) Commercial General Liability Insurance.

i. Amounts

1. \$1,500,000 per occurrence.
2. \$2,000,000 general aggregate.
3. \$2,000,000 products/completed operations total limit
4. \$1,500,000 personal injury and advertising liability
5. \$5,000 per person medical payment.
6. \$100,000 fire/legal.

ii. The policy is to be written as acceptable to the Landlord.

- iii. Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.

(c) Automobile Insurance.

- i. Coverage shall be provided for hired, non-owned and owned auto.
- ii. Minimum limits: \$1,000,000 combined single limit.

(d) Workers' Compensation and Employer's Liability.

- i. Workers' Compensation as required by Minnesota Statutes.

Employer's Liability limits: \$500,000/\$500,000/\$500,000

- (e) All certificates of insurance shall provide that the insurance company gives Landlord thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- (f) This Section 11 of this Lease establishes minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease.
- (g) Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the

required insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.

- (h) Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- (i) Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

11.4 Mutual Release and Waiver. Notwithstanding any other provision in this Lease, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action, against the other, (including partners, both general and limited), their agents, officers, directors, and employees, for any personal injuries or property loss or damage that may occur to the Premises, or any improvements thereto, or Union Depot, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard commercial liability, worker's compensation, or fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its officials, agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

11.5 Releases. Landlord and Tenant each agree that such policy or policies of insurance for loss or damage by fire or other risks shall permit releases of liability as provided in this Lease and shall include a waiver of subrogation clause as to Tenant and Landlord respectively.

SECTION 12 – FIRE OR OTHER CASUALTY

12.1 Total Destruction. If Union Depot is totally destroyed by any fire or other casualty and Landlord elects not to repair or restore Union Depot, or if Landlord elects not to repair or restore Union Depot in such manner as to be suitable for use as the Union Depot Use, this Lease shall terminate and Landlord and Tenant shall have no obligations to each other effective as of the date of the damage or destruction. Landlord shall provide Tenant with notice of its election hereunder within 180 days of the date of the damage or destruction. In the event that Landlord elects to repair or restore Union Depot in such manner as the Union Depot Use, the repair or restoration shall include the Premises, or such space as is reasonably equivalent in all material respects for Tenant's Use, at the expense of Landlord, and the Rent shall abate until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume its business at Union Depot, except that if the damage or destruction occurs when the remaining length of the Term is six (6) months or less, this Lease shall automatically terminate.

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenantable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with alternative space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant's Use, and the damage or destruction takes place before the time when the remaining length of the Term is six (6) months or less, Landlord shall promptly restore the Premises at Landlord's expense and Rent shall abate until the restored Premises are delivered to Tenant, unless Landlord does not complete the restoration within 270 days of the damage, in which event Tenant may terminate this Lease upon 90 days written notice to Landlord and if Landlord does not deliver the restored Premises within 30 days of the date of Tenant's notice of termination. If the Premises are partially damaged or destroyed and the remainder is tenantable for Tenant's Use, Landlord shall promptly repair the damage and restore the Premises to the condition existing immediately before the damage or destruction and Rent shall abate proportionately with the area of the Premises that is rendered untenantable. Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude leasehold improvements, except as installed by Landlord prior to the Commencement Date. In no event in the case of any such damage or destruction shall Landlord be required to

repair or replace Tenant's stock in trade, leasehold improvements installed by Tenant, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant. In the event the Premises are repaired or restored as provided in this Section 12, Tenant covenants to make such repairs and replacements of all such items which are not the responsibility of Landlord as provided in this Section 12.2 and to furnish Landlord, on demand, evidence of insurance assuring its ability to do so.

SECTION 13 - EMINENT DOMAIN

Landlord represents and warrants that it has no knowledge of any plans by any agency with eminent domain authority to acquire Union Depot by use of eminent domain. For the purposes of this Section 13, the knowledge of Landlord means the actual knowledge of the director of the Ramsey County Regional Railroad Authority ("RCRRA") and the chair of the Board of RCRRA.

13.1 Total Taking. If the whole of the Premises shall be taken under the power of eminent domain or purchased in lieu of condemnation thereof, then the Term of this Lease shall terminate as of the day possession shall be taken and the Rent shall be paid up to that date.

13.2 Partial Taking. If any of the Premises shall be taken under the power of eminent domain, then Landlord or Tenant shall have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Section 13.2, to continue in possession of the remainder of the Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated pursuant to Section 12.2 of this Lease, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises so taken and Landlord shall make all necessary repairs or alterations to the extent provided in Section 13.2. In the event that as a result of any such taking, Union Depot is not suitable for use for intercity passenger bus service, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

13.3 Award. The entire award for the taking of the fee and leasehold shall belong to Landlord, but Landlord shall not be entitled to any award made to Tenant for Tenant's trade fixtures or for relocation and moving expenses.

SECTION 14 - ASSIGNMENT AND SUBLETTING

14.1 Limitation on Assignment/Subletting. Tenant shall not assign, sublease, mortgage, pledge or in any manner transfer this Lease or any interest therein, or the Premises or any part or parts thereof, nor permit occupancy by anyone without the prior written consent of Landlord. Consent by Landlord to one or more assignments sublettings or other transfer of the Premises or this Lease shall not operate as a waiver of Landlord's rights under this Section. No assignment shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights hereunder. If Tenant, or its permitted assignee, subtenant or successor is a corporation, partnership, limited liability company, or other entity, any transfer of the controlling interests in Tenant shall be deemed to be an assignment requiring Landlord's consent. The acceptance of Rent from someone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or as consent to any assignment or subletting of the Premises.

14.2 Effect of Bankruptcy on Assignment. Neither this Lease nor any interest therein, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

SECTION 15 - ACCESS TO PREMISES

15.1 Landlord Access. Landlord shall have the right to enter upon the Premises immediately in the event of emergency and during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to Union Depot or for the purpose of exhibiting the same to prospective tenants, purchasers or others. At any time 90 days or less before the expiration of the Term, Landlord may install and maintain a sign in the Premises that advertises the Premises as being available for lease. Landlord shall not be liable to Tenant in any manner for any expense, loss, or damage by reason thereof, nor shall exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises and serving other parts of the Union Depot in locations which will not materially interfere with Tenant's use of the Premises. Landlord or its employees or agents shall have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same but nothing contained herein shall be construed as imposing any obligation on Landlord to make any repairs, alterations or improvements that are the obligation of Tenant.

SECTION 16 - DEFAULT OF TENANT AND REMEDIES

16.1 Events of Default. Any one of the following events shall constitute an "Event of Default":

- (a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;
- (b) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such default shall continue for thirty (30) days after notice from Landlord, except that if such default cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.
- (c) Tenant shall have filed a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor.
- (d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.
- (e) Tenant shall have abandoned the Premises, or shall not operate the Premises in the manner provided in Section 6 above of this Lease.

16.2 Right of Landlord to Terminate the Lease. If an Event of Default shall have occurred and be continuing, Landlord may, at its sole option, by written notice to Tenant, terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 16.2.

16.3 Repossession. If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession"), by summary proceedings, ejectment, or otherwise, and may remove Tenant and all other persons and property from the Premises at Tenant's sole cost and expense.

16.4 Reletting. From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to re-let the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such provisions (which may include concessions or free rent) and for such uses as Landlord, in its absolute discretion may determine, and may collect and receive the rent therefore. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such re-letting.

16.5 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the fixed annual rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. Landlord shall have the election in place of holding Tenant so liable forthwith to recover against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease or of such recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent and all other charges payable by Tenant hereunder that would have accrued for the balance of the Initial Term, or any Extension Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of such term.

16.6 Legal and other expenses. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

16.7 Remedies upon Insolvency. If this Lease shall terminate by reason of the bankruptcy or insolvency of Tenant, as above set forth, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu or the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the Rent and other charges payable by Tenant hereunder that would have accrued for the balance of the Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term or any renewal term, as the case may be, unless any statute or rule of law prohibits such remedy. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the

excess of the then present worth of the Rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

16.8 Right of Landlord to Cure Default by Tenant. In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, the sum or sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, from the date of payment thereof, shall be deemed to be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

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

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

17.1 Surrender. At the expiration of the Term, whether by lapse of time or otherwise, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable insured casualty excepted. If the Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent.

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be twice the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

17.3 Removal of Alterations. Upon the expiration of the Lease Term, whether by lapse of time or otherwise, if Landlord so requires in writing, Tenant shall promptly remove any alternations, additions, improvements and fixtures other than trade fixtures placed in the Premises by Tenant and designated in said request, and repair any damage occasioned by such removals at Tenant's expense, and in default thereof, Landlord may affect such removals and repairs, and Tenant shall pay Landlord the cost thereof, with interest at the rate of twelve percent (12%) per annum, or the highest rate permitted by law, whichever is less, from the date of payment by Landlord.

SECTION 18 - SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may are now or hereafter be placed upon the Premises or Union Depot and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof provided that the mortgagee thereunder shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default beyond the period allowed for cure hereunder. Tenant further agrees that upon notification by Landlord to Tenant, this Lease shall be or become prior to any mortgages that may heretofore or hereafter be placed on the Premises or Union Depot. Tenant shall execute and deliver whatever instruments and financial statements as requested by the mortgagee as may be required for the above purposes, and failing to do so within ten (10) days after

demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

18.2 Attornment. Tenant shall, upon demand, in the event any proceedings are brought for the foreclosure of, or in the event of an exercise of a power of sale under any mortgage, or other financing instrument made by Landlord covering the Premises, in writing to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. Notice shall be deemed effective upon receipt by either party when actually delivered to the party and if delivered by registered or certified mail upon deposit in the U.S. mail (and if more than one method is used, the earlier of the two). If the holder of record of any mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to such party or parties notice simultaneously with any notice given to Landlord to correct any default of Landlord and agrees that such party or parties shall have the right, within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

SECTION 20 - ESTOPPEL STATEMENTS

Within ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. In the event Tenant refuses to execute and deliver said statement, or fails to do so in a timely manner, Landlord shall have the right to, as attorney-in-fact for Tenant to make such a statement, Tenant hereby constituting and irrevocably appointing Landlord its attorney-in-fact for such purpose. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

Landlord covenants that it has full right and authority to enter into this Lease for the full Term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy quiet possession of the Premises. Landlord warrants that there are no easements, restrictive covenants or rights granted to parties other than Tenant that limit Tenant's use of the Premises for Tenant's use as long as Tenant uses the Premises in accordance with the terms and conditions of this Lease.

SECTION 22 - SECURITY INTEREST

Tenant hereby grants to Landlord a security interest in all goods, chattels, fixtures and personal property belonging to Tenant, which now or may hereafter be placed in the Premises to secure all Rents due hereunder and all other covenants obligations of Tenant hereunder. In the event there is a security interest in said property which security interest is paramount and superior to the security interest herein created, Landlord may satisfy said paramount security interest and all sums paid in satisfying said security interest will be considered

additional sums owned Landlord by Tenant hereunder. Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease. Landlord, in the event of a default by Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Tenant agrees upon request of Landlord to execute and deliver to Landlord a financing statement evidencing such security interest. A copy of this Lease may be filed as a financing statement.

SECTION 23 – RELATIONSHIP TO THE PARTIES

It is agreed that nothing contained in this Lease is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting Tenant as the agent or employee of Landlord for any purpose or in any manner whatsoever. Tenant, its employees, agents, and its representatives are not employees of Landlord.

SECTION 24 – DATA AND AUDIT

24.1 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and 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. Tenant shall take all reasonable measures to secure the computers or any other storage devices in which any Landlord data, if any, is contained or which are used to access Landlord data for Union Depot.

24.2 Audit. Until the expiration of six (6) years after the termination of this Lease, Tenant, upon written request, shall make available to Landlord, the State Auditor or Landlord's ultimate funding sources, a copy of this Lease and the books, documents, records and accounting procedures and practices of Tenant relating to this Lease.

SECTION 25 – WASTE REDUCTION

Tenant 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 Lease 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.

SECTION 26 – OTHER GENERAL

26.1 Equal Employment Opportunity. Tenant 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 Tenant shall furnish a written affirmative action plan.

26.2 Prevailing Wage. With respect to any alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its 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 Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate"

as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes §177.41 to §177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

26.3 Respectful Workplace and Violence Prevention. Tenant shall make all reasonable efforts to ensure that the Tenant's employees, officials, contractors and subcontractors do not engage in violence while performing 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.

26.4 Cumulative Remedies and Non-Waiver. The various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. The acceptance by the Landlord of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Lease or the foregoing by the Landlord of any of the rights or remedies arising under the terms of this Lease shall not constitute a waiver of Landlord's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Lease. The rights and remedies of the Landlord provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

26.5 Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

26.6 Binding Effect of Lease. The covenants, agreements contained in this Lease, shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

26.7 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, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

26.8 Acceptance of Payment. No payment by Tenant or receipt by Landlord 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 or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy provided in this Lease.

26.9 No Brokerage. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against and hold the other harmless from, all liabilities arising from any such claim for which such party is responsible. Landlord has been represented by Jones Lang LaSalle Americas, Inc., as Landlord's broker. Tenant has not been represented by a broker.

26.10 Unenforceability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

26.11 Compliance with Law. Tenant 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 Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

26.12 Other Indebtedness. If Tenant is now obligated, or hereafter becomes obligated, to pay Landlord any sum of money according to one or more promissory notes or other agreements between Landlord and Tenant, any default by Tenant in the prompt payment of such sum shall also constitute a monetary default by Tenant under this Lease.

26.13 No Breach of Other Agreements. Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other Lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify and save harmless Landlord, any future owner of the fee or any part thereof of Union Depot, and any mortgagee thereof against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Tenant's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, employee, or licensee of any subtenant of Tenant.

26.14 Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Lease shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

26.15 Execution of Lease by Landlord and Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. This Lease constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements regarding the subject matter hereof, and this Lease may be modified or altered only by an agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord or of Landlord's broker, if any, shall alter, change or modify any of the provisions of this Lease unless an alteration, variation, modification or waiver of or provisions of this Lease is reduced to writing and duly signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

W MARKETING LLC

Rafael Ortega, Chair

By: _____

Date: _____

Name: _____

Its: President and Manager

Date: _____

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

EXHIBIT A
LEGAL DESCRIPTION OF UNION DEPOT

Head House Parcel

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.

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line Of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg

Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street - vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet;

thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat

thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

[Tax parcel # 32-29-22-34-0018]

CONSECO ROADWAY EASEMENT RESERVATION FOR THE DEPARTMENT OF PUBLIC WORKS

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South

34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

EXHIBIT B
PREMISES

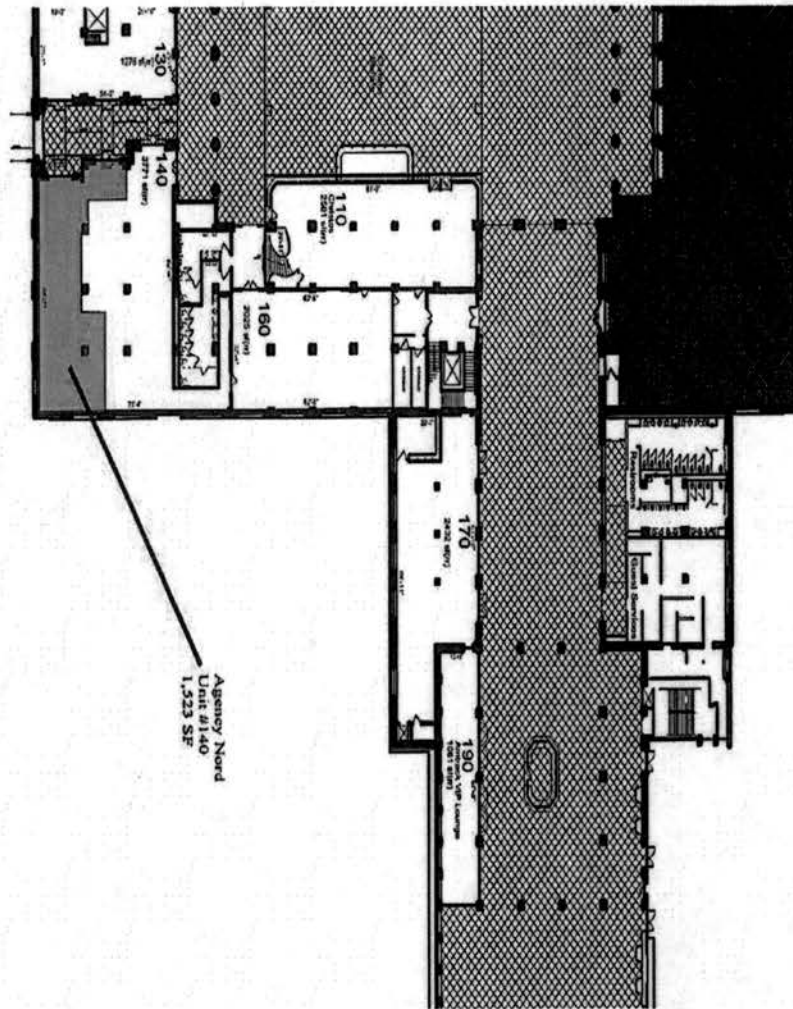


EXHIBIT C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the Basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall (x) in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and (y) in window areas, use only blinds which have previously approved by Landlord.
3. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall

have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.

5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.
6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.
7. No tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
8. No bicycles, vehicles, animals (except seeing eye dogs), fish or birds or any kind shall be brought into, or kept in or about, the Premises or the Building.
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Structure or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the Structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or

interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, nor the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises or other area of the Building any highly inflammable, combustible (which shall not be deemed to include newsprint) or explosive fluid, chemical or substance.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Tenant shall supply to Landlord duplicate keys to locks installed by Tenant. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks.
12. All removals, or the carrying in or out of any safes, freight, furniture, packages; boxes, crates or any other object or matter of any description shall take place only during such hours and in such manner as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may install, maintain and discontinue such security measures and systems as Landlord deems appropriate (and Landlord agrees not to discriminate solely against Tenant in Landlord's determination to discontinue security measures and systems), but the establishment and enforcement thereof shall not impose any responsibility on Landlord for the protection of any tenant against any injury to a tenant or to any other person, or for any damage to, or loss of, any of tenant's personal property or of the property of any other person. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 14 hereof.
13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

14. If Landlord institutes a pass system for entrance to the Building after business hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.
15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.

22. Tenant shall not cause or permit any odors of cooking or other processes, or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises or except as is expressly permitted in the Lease of which these Rules and Regulations are a part.
23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner approved by Landlord.
24. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.
25. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
26. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
27. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building and/or the Structure, or the preservation of good order therein, or the operation or maintenance of the Building and/or the Structure, or the equipment thereof, or the comfort of tenants or others in the Building and/or the Structure. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

EXHIBIT D
FORM OF RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of March __, 2014 by and between Ramsey County Regional Railroad ("Landlord"), and W Marketing LLC ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated __, 2014 ("Lease") for certain premises located at Suite 140, 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 __, 2014 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is __, 2014.
3. The Rent Commencement Date is __, 2014.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be __, 2015.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

W MARKETING LLC

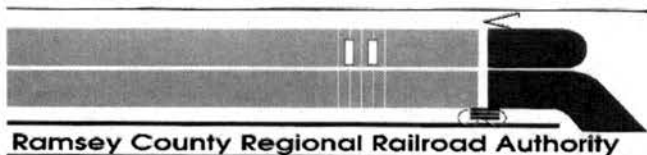
By _____

Timothy A. Mayasich, Director

Its President and Manager

Approved as to form:

Assistant Ramsey County Attorney



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **02/25/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation included the construction of railroad signal, track, and a passenger 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.

Track and signal improvements must be made for the Empire Builder to be able access the station. BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and RCRRA are making the improvements, which are scheduled for completion in February 2014. The improvements have 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. The RCRRA will be responsible for maintaining the improvements on its property.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the selection of Railworks Track Systems Incorporated, P.O. Box 959, 8485 West 210th Street, Lakeville, Minnesota to provide track operations and maintenance for the Union Depot Railroad, and Railworks Signals and Communications, Incorporated, 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256 to provide signal operations and maintenance services for the Union Depot Railroad.
2. Authorize the Chair to execute a contract with Railworks Track Systems Incorporated to provide track operations and maintenance services for the Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the estimated amount of \$265,500 subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.
3. Authorize the Chair to execute a contract with Railworks Signals and Communications Incorporated to provide signal operations and maintenance services for Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the amount of \$245,000 subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

SUBJECT: Contracts for track operations maintenance and signal operations and maintenance for Union Depot Railroad

(Executive Summary continued)

The improvements on RCRRA property, referred to as the "Union Depot Railroad", consist of Class 1 track and signal system located within RCRRA property located approximately between Jackson Street (west end) and the Division Street Wye (east end).

The track and signal maintenance will entail commissioning of the track and signal system, ongoing routine inspections in accordance with FRA and Amtrak regulations and requirements, field testing, repair and maintenance, and spare parts inventory management.

Following extensive outreach via a Request for Proposals, Request for Quotes, and direct solicitation of contractors, staff recommends that RCRRA select Railworks Signals and Communications Inc, as the contractor to complete signal maintenance and Railworks Track Systems for track maintenance for the Union Depot Railroad. Staff is recommending Railworks Signals and Communications Inc. and Railworks Track Systems for the following reasons:

- Familiarity with Union Depot:
Railworks completed the track installation for the Union Depot Railroad. Railworks was also present during much of the signal installation process and provided assistance to Balfour Beatty as needed.
- Ability to complete the work:
Railworks has staff available who can complete the needed work.
- Familiarity with Freight Railroads:
Railworks has existing maintenance contracts and has construction contracts with class one railroads.
- Familiarity with FRA Regulations:
Railworks has 15 years of experience complying with the signal maintenance regulations of the FRA.

The recommendation to select Railworks Track Systems and Railworks Signals and Communications resulted after a procurement process that included the issuing of a Request for Proposals (RFP) on October 9, 2013 to solicit qualified contractors to complete the signal operations and maintenance services on the Union Depot Railroad. The RFP was followed by a Request for Quotes (RFQ) that was released in November 2013. After no solicitation responses were received for the RFP or RFQ, RCRRA and Procurement staff contacted firms that had received or showed an interest in the RFP or RFQ, but did not provide a solicitation response. The firms reported that for the following reasons they did not respond to the RFP or RFQ:

- Lack of available personnel to complete the work
- Lack of required insurance
- Lack of experience to complete the work
- Not engaged in the type of work being requested

To accomplish the objective of obtaining track and signal maintenance services, RCRRA and Purchasing staff then determined that RCRRA would work directly with companies capable of providing the service and solicit quotes for the work. RCRRA then contacted Balfour Beatty Rail, Railworks Track Systems, Railworks Signals and Communications, BNSF, Canadian Pacific, National Rail and Progress Rail, each of which had the capability of completing the services needed by RCRRA. Of those contacted, Railworks Track Systems and Railworks Signals and Communications

SUBJECT: Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

(Executive Summary continued)

provided the only quote. The quote was reviewed by RCRRA, URS Corporation, and Ascent Signal Engineering LLC staff. The price quoted to complete the track and signal work fell within industry standards. In Railworks Track Systems, RCRRA will receive a highly qualified maintenance contractor with experience maintaining track in the region, which includes track maintenance for Metro Transit, Northstar Commuter Rail, and industrial track owners. Additionally, Railworks Signals and Communications has provided signal maintenance for the DART Blue Line in Dallas, Railroad Signal International and for the Santa Clara Valley Transit Authority for the Tasman Light Rail Transit Extension.

The contract with Railworks Track Systems for track maintenance will cover the period from February 1, 2014 to January 31, 2015 with three one year options for the RCRRA to extend the contract. If all options are exercised, the contract would extend to January 31, 2019. The contract includes the following tasks:

- Initial commissioning of track
- Monthly inspections
- Repair/on-call services
- Materials/spare parts

The first year estimated cost for the contract is \$172,500 which includes the initial commissioning and monthly inspections estimated at \$97,500 and an estimated \$75,000 for repair/on-call services and materials/spare parts. Subsequent yearly costs are estimated at \$93,000 as the initial commissioning will be completed and a materials/spare parts inventory will exist.

The contract with Railworks Signals and Communications for signal maintenance will cover the period from February 1, 2014 to January 31, 2015 with three one year options for the RCRRA to extend the contract. If all options are exercised, the contract would extend to January 31, 2019. The contract includes the following tasks:

- Initial commissioning of the signal system
- Monthly inspections
- Repair/on-call services

The first year estimated cost for the contract is \$150,000 which includes the initial commission and monthly inspections estimated at \$125,000 and an estimated \$25,000 for repair/on-call services. Subsequent yearly costs are estimated at \$95,000.

The estimated cost for both contracts in 2014 is \$322,500. The estimated cost for both contracts in 2015 is \$188,000. The funds are available within the 2014 and 2015 Union Depot Operating Budgets.

SUBJECT: Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

ATTACHMENTS:

1. Agreement for Union Depot Railroad Track Operations and Maintenance Services
2. Agreement for Union Depot Railroad Signal Operations and Maintenance Services

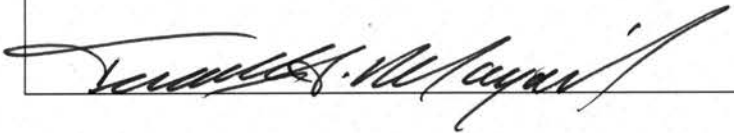
PREVIOUS ACTION:

Resolution R13-33 on September 24, 2013 approved the release of the Union Depot Railroad Signal Operations and Maintenance Request for Proposals

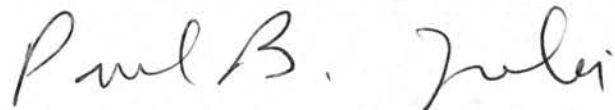
COUNTY MANAGER'S COMMENTS:

Award of the contract for track and signal maintenance is required to allow passenger trains to serve Union Depot.

SUBJECT: Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

Regional Railroad Authority – Authorized Signature	Date
	2-3-14

Finance – Authorized Signature	Date
	2/5/14

County Attorney – Authorized Signature	Date
	2/5/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

5

Subject: Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

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 first quarter of 2014; 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 signal
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 Ramsey County Regional Railroad Authority has identified Railworks as
30 the contractor for providing these services for the following reasons:

- 31 • Familiarity with Union Depot
- 32 • Availability of personnel to complete the work
- 33 • Familiarity with Federal Railroad Administration Regulations
- 34 • Familiarity with the freight railroads;

35 Now, Therefore, Be It
36

37 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
38 Railworks Track Systems Incorporated, P.O. Box 959, 8485 West 210th Street, Lakeville,
39 Minnesota to provide track operations and maintenance for the Union Depot Railroad and
40 Railworks Signals and Communications, Incorporated, 9250 Baymeadows Road, Suite 200,
41 Jacksonville, FL 32256 to provide signal operations and maintenance services for the Union Depot
42 Railroad; And Be It Further
43

44 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
45 execute a contract with Railworks Track Systems Incorporated to provide track maintenance
46 services for Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the

47 estimated amount of \$265,500 subject to approval by the County Attorney's Office, Ramsey
48 County Regional Railroad Authority, and Finance; And Be It Further
49

50 RESOLVED , The Ramsey County Regional Railroad Authority authorizes the Chair to
51 execute a contract Railworks Signals and Communications Incorporated to provide the signal
52 operations and maintenance services for the Union Depot Railroad, for the period of February 1,
53 2014 to January 31, 2016, in the amount of \$245,000 subject to the approval by the County
54 Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

Agreement
Between Ramsey County Regional Railroad Authority and Railworks Track Systems, Inc.
For Union Depot Railroad Track Operations and Maintenance Services

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), and RAILWORKS TRACK SYSTEMS, INC., a Nevada corporation with home office of 5 Penn Plaza 15th Floor, New York, NY 10001, registered office of 380 Jackson Street Suite 700, St Paul MN 55101, and principal place of business in Minnesota of P.O. Box 959 8485 West 201th Street, Lakeville, MN 55044 ("Contractor").

RCRRA and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide the labor, materials, equipment and service for the inspection and maintenance of the Union Depot Railroad signal system shown on the Contract Drawings set forth in **Exhibit A** attached to this Agreement, to include (a) initial signal commissioning observation; (b) routine inspection per FRA and Union Depot Railroad standards; (c) repair and maintenance services; and (d) materials, all as stated in "Section B. Technical Elements of the Union Depot Railroad Track Operations and Maintenance Services Work Scope" in **Exhibit A** (the "Services").

2. RCRRA Roles and Responsibilities

RCRRA shall provide the facilities, equipment, and participants, listed in Section I Project Information, I.A. Project Definition, I.B Geographic Limits, I.C. Background, and Section II. A. Scope of Services, General of **Exhibit A**.

3. Term

This Agreement shall be effective as of the Effective Date stated below and shall have the following term (the "Term"):

a. The initial term of this Agreement ("Initial Term") shall commence as of the Effective Date and continue through January 31, 2016.

b. RCRRA may elect, at its sole discretion, to extend the Term by three (3) extension terms of one (1) year each (each an "Extension Term") by written notice by RCRRA to Contractor given no fewer than sixty (60) days before the end of the current Term. The notice may be given by the Director of RCRRA without further action or authorization. (The word "Term" shall mean and include the Initial Term and each of the Extension Terms when any or each of them is in effect.) The amounts to be paid the Contractor for the Services during the Initial Term and during the Extension Term shall be as provided in Section 4 below of this Agreement.

4. Cost/Payment

- a. The RCRRA will pay the Contractor for the Services as follows:
1. Initial Commissioning Observation at a lump sum of \$1,520.00 per 8 hour day.
 2. Routine inspection per FRA and Amtrak standards at a lump sum of \$5,635.00 per month.
 3. Repair and Maintenance Services will be paid on a time and materials basis in accordance with the billing rates listed in **Exhibit B** attached to this Agreement.
 4. Materials will be paid upon supplier's invoices with no mark-up in accordance with the estimates stated in the Material Inventory List and Estimated Costs in **Exhibit B**.
 5. Costs for the Services during each of the Extension Terms shall be as stated in **Exhibit B**.
- b. Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
- c. Contractor shall submit monthly invoices for payment that detail the task completed during the month including initial commissioning, routine inspections, repair and maintenance services and materials, in accordance with FRA and Union Depot Railroad standards. Payment shall be made on a monthly basis for services provided during the month and within 35 days following the receipt of an invoice and verification of the charges.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. Independent Contractor

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

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligence or misconduct of the Contractor, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. Contractor shall not have any obligation to indemnify pursuant to this Section 6 to the extent that any liability, loss, cost, damages, expense, claim or action, including attorney's fees, arises out of or by reason of any negligence or misconduct of RCRRA, its officials, agents and employees.

7. Insurance

The Contractor shall purchase and maintain insurance in accordance with **Exhibit C**.

8. Non-Assignability

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

9. Unavailability of Funding

The purchase of goods or 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, and the appropriation of funds from the Board of the Ramsey County Regional Railroad Authority. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of the Ramsey County Regional Railroad Authority. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA, except that Contractor shall be entitled to receive compensation for materials approved for order by RCRRA and ordered by Contractor and for which Contractor is obligated to make payment and for services provided, in a satisfactory manner up to and including the effective date of termination.

10. Non-Conforming Services

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

11. Equal Employment Opportunity

The Contractor agrees to comply with all applicable 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, the Contractor shall furnish a written affirmative action plan.

12. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this Agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

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

13. Respectful Workplace Violence Prevention

The Contractor shall use commercially reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined 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..

14. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

15. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRA for damages sustained by the RCRRA by virtue of

any breach of this Agreement by the Contractor. The RCRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRA from the Contractor is determined.

16. Data Practices

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

17. Compliance With Applicable Law

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

18. Audit

After the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement, in accordance with state law.

19. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA after provision of written notice to the Contractor and a ten (10) business day cure period. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

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

20. Conflict of Interest

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

21. 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 and, 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.

22. 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.

23. 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.

24. Prompt Payment

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

25. Entire Agreement

This Agreement, including **Exhibits A, B and C**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the Section 1 through 25 of this Agreement and the Exhibits, the provisions of Section 1 through 25 of this Agreement shall prevail.

WHEREFORE, this Agreement is duly executed on the last date written below and shall be effective as of February 1, 2014 (the "Effective Date").

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael Ortega, Chair
Board of RCRRA Commissioners

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

Assistant County Attorney

RAILWORKS TRACK SYSTEMS, INC.

By: _____
Print Name: _____
Title: _____

Date: _____

Exhibit A
To the Agreement by and by and between RCRRA and RailWorks Track Systems, Inc.
dated as of _____, 2014

Union Depot Railroad Signal Operations and Maintenance Request for Proposals
Dated October 9, 2013, which is hereby incorporated by reference.

Exhibit B
Railworks Quote to Union Depot Railroad Track O&M Services RFP



RailWorks Track Systems, Inc.
PO Box 959
8485 West 210th Street
Lakeville, MN 55044

952.469.4907 | Fax: 952.469.1926

January 22nd, 2014

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101

Attention: Michael Rogers

Reference: Union Depot Railroad Track O&M Services RFP

Dear Mr. Rogers

RailWorks Track Systems, Inc. (RWKS) is pleased to respond to your request for proposals, dated October 9th, 2013

We have carefully reviewed the request for proposals and have accordingly responded to same, in detail, for your consideration. We trust that you will find the information herewith submitted presented in sufficient detail to satisfy your requirements and brief as to ensure your efficient review of same.

Our Team stands ready and qualified to serve Union Depot Railroad's needs in assisting delivery of this Project in a most timely, cost effective, and efficient manner.

RWKS brings a long history of railroad inspection, construction and maintenance to the Project. As such, RWKS will utilize that expertise to provide inspection and track repairs as needed.

RWKS has extensive local experience in the Project's locality and realizes the importance of effective communication and coordination between Owner and Contractor. With specific attention to the work adjacent to and within the Railroad's right-of-way.

In view of the foregoing description of RailWorks' past and ongoing experience, we ask that you carefully consider, during your evaluations, the following:

- RailWorks has the experience to successfully complete this Project.
- Our past performance is exemplary as described.
- Our safety record exceeds industry standards.

17

- Our team is qualified and highly experienced in this kind and class of work.
- We have extensive experience in quality assurance and quality control.
- RailWorks' Safety Plan is a product of many years of development and successful implementation tailored for and applied to specific project needs. The resulting statistics speak for themselves.
- Our Affirmative Action Plan is compliant with all local, state and national requirements and will meet or exceed the intended goals of this Project.
- Our Federal certifications and declarations will be found to be in good order.

RailWorks is committed to working with Union Depot to make it a showcase for the entire region. Our experience and desire combined with local knowledge and local resources makes RWKS the best choice to deliver this Project.

Sincerely,



Steve Kadrlik
Regional Manager
Railworks Track Systems, Inc.

Bill Kadrlik



PROPOSED POSITION: Project Superintendent
IN CONSTRUCTION SINCE 1978
WITH RAILWORKS SINCE 1998

**SUMMARY OF
QUALIFICATIONS**

*Mr. Kadrlik has been in the railroad construction industry for over 28 years.
 Mr. Kadrlik started with Railroad Service, Inc. a privately owned railroad construction company in 1978 and became part of Railworks in 1998 when Railworks took over ownership of Railroad Service, Inc.*

RAILWORKS CORPORATION

Title Project Superintendent

- Overseeing multiple crews in the construction of the Metro Transit Green Line in St Paul, MN.
- Constructing 3 miles of track & 14 turnouts at Weston 4 power plant Rothschild, WI.
- 2004 – Present ▪ Constructing 10,200 feet of track and 9 turnouts for the Northstar Commuter Rail Maintenance Facility in Big Lake, MN.
- Essar Steel project in Grand Rapids, MN. Constructing 65,300 feet of track and nine turnouts.
- Overseeing of crews, equipment, materials and subcontractors
- \$5,000.00 – \$ 10,000,000.00

Title Assistant Superintendent

- Hiawatha LRT
- 2001-2004 ▪ Overseeing multiple crews and equipment in the construction of 26 miles of track, 40 turnouts and 60 road crossings.
- \$23,000,000.00

PRIOR EXPERIENCE

Title Foreman – Railroad Service

- 1984 - 2001 ▪ Responsible for overseeing 6-20 man crews at project locations.
- \$5,000.00 - \$3,000,000.00

Title General Labor

- 1978 – 1983 ▪ Building and rehabilitation of railroad track.
-

EDUCATION

- High school graduate 1978

REGISTRATIONS/
LICENSES

- Maintenance-of-Way Association

REFERENCE

Name Mack Lovelady
 Title Civil Coordinator
 Agency Washington Group
 Address 2501 Morrison Ave. Rothschild, WI 54474
 Phone 866-235-4377 ext.3257
 Fax 715-355-2069

Steven Kadrlik



IN CONSTRUCTION SINCE 1974
WITH RAILWORKS SINCE 1998

Mr. Kadrlik has been in the railroad construction industry for more than 39 years.

SUMMARY OF QUALIFICATIONS
Mr. Kadrlik started with Railroad Service, Inc. a privately held firm in 1974 and became part of Railworks in 1998 when Railworks took over ownership of Railroad Service, Inc.

RAILWORKS CORPORATION

- 2003 – Present **Regional Manager Lakeville, MN and Grand Island, NE Bismarck, ND**
- Oversee office and field operations, which include bidding projects, purchasing materials, scheduling crews and equipment and hiring of new employees.
 - *Project Cost: \$5,000.00 - \$10,000,000.00*
- 1998– 2003 **Area Manager Manager**
- Responsible for estimating, project management, business development and hiring new employees.
 - *Project Cost: \$5,000.00 - \$5,000,000.00*

PRIOR EXPERIENCE

- 1990 – 1997 **Project Manager – Railroad Service Inc.**
- Responsible for estimating, project management, business development and hiring new employees.
 - *Project Cost: \$5,000.00 - \$5,000,000.00*
- 1984 – 1989 **Project Superintendent – Railroad Service, Inc.**
- Responsible for project management.
 - Overseeing and scheduling of crews, equipment, materials and subcontractors.
 - *Project Cost: \$5,000.00 - \$8,000,000.00*
- 1977 - 1983 **Foreman – Railroad Service, Inc.**
- Responsible for overseeing a 6-10 man crew in the construction and rehabilitation of railroad track.
 - *Project Cost: \$5,000.00 - \$500,000.00*
- 1974 – 1976 **General Labor – Railroad Service, Inc.**
- Building and rehabilitation of railroad track.

EDUCATION

- Dakota County Technical Collage**
- Various classes in Business Management

REGISTRATIONS/
LICENSES

- Member: American Railway Engineering and Maintenance-of-Way Association

REFERENCE

Name	Mr. Dennis F. Wanless
Title	Sr. Fuel Operations Consultant
Agency	Xcel Energy
Address	414 Nicollet Mall (RS-5) Minneapolis, MN 55401
Phone	612-330-7662
Fax	612-337-2284

Chuck Treauge



PROPOSED POSITION: Project Foreman
IN CONSTRUCTION SINCE 1972
WITH RAILWORKS SINCE 1972

SUMMARY OF QUALIFICATIONS *Mr. Treauge has been in track construction for 40 years. He has been a foreman for 35 years.*

RAILWORKS CORPORATION

Project Foreman

- 1977 – Present
 - Constructing industrial sidings from 1,000' to 60,000'
 - Overseeing of crews, equipment, materials and subcontractors
 - \$5,000.00 - \$7,000,000.00

Track Laborer

- 1972 – 1977
 - Constructing industrial sidings
 - \$5,000.00 - \$25,000.00

EDUCATION

Coon Rapids High School Graduate

REGISTRATIONS/ LICENSES

- Maintenance-of-Way-Association

REFERENCE

Ron Gervais
Yard Supervisor
Gerdau
St. Paul, MN
651-731-5639



RailWorks Track Systems, Inc.
PO Box 959
8485 West 210th Street
Lakeville, MN 55044
952.469.4907 | Fax: 952.469.1926

Union Depot Track Inspection Proposal

Proposal Submission

1. **An Executive Summary of not more than 2 pages**
 - a. Please see attached
2. **Status and outcome of any lawsuits brought against the proposer in the past five years.**
 - a. None
3. **Description of Contractor's overall approach.**
 - a. Bi-weekly walking track inspections with minor maintenance and reports.
 - b. Any repairs or maintenance will be scheduled and completed in a timely manner.
4. **Breakdown of project by tasks. For each task listed, identify:**
 - a. Inspections and repairs to be done by competent and qualified personnel.
5. **Description of proposed team's past experience providing similar services, including:**
 - a. Railworks has performed track inspections for over 30 years in the upper Midwest with competent and qualified track inspectors.
 - b. Current and Past Customers:
 - i. Northstar Commuter Rail – Big Lake Yard
 1. Joel Hunting – 612-272-5384
 - ii. Met Transit
 1. Chuck Anderson – 612-756-1791
 - iii. Cargill West – Savage, MN
 1. Paul Killion – 651-775-0487
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.
 - i. Railworks has ten qualified track inspectors with track inspection experience ranging from three to thirty years.
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions.
 - i. Steve Kadrlik – Regional Manager
 - ii. Hal Harrison – Area Manager
 - iii. Jake Bruynes – Project Engineer
 - iv. Jason Schurman – Area Manager



RailWorks Track Systems, Inc.
PO Box 959
8485 West 210th Street
Lakeville, MN 55044

952.469.4907 | Fax: 952.469.1926

- v. Jeff Brace – Project Manager
- vi. Bill Kadrlik – Superintendent
- vii. Roger Recker – Superintendent
- viii. Chuck Treague – Foreman
- ix. Andy Kadrlik – Foreman
- x. Keith Robinson – Foreman

c. Confirm that key personnel will be fully engaged in the project as described for the duration of the contract.

- i. All personnel will be abreast of the project intent and scope.

7. Budget

- a. Proposed lump sum amount for Initial commissioning observation
 - i. \$1,520.00 per 8 hour day
- ii. Proposed Monthly lump sum rate for routine inspection activities
 - 1. 2014 - \$5,635.00 per month
 - 2. 2015 - \$5,750.00 per month
 - 3. 2016 - \$5,865.00 per month
 - 4. 2017 - \$5,980.00 per month
 - 5. 2018 - \$6,100.00 per month
- iii. Proposed rates for hourly on-call services
 - 1. Please see attached Time and Material billing rates.

8. Conflict of Interest

- a. None

**RATE SCHEDULE FOR LABOR
RAILWORKS TRACK SYSTEMS, INC.**

2014 Year 1		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$72.25/HR	108.35/HR
OPERATOR	70.65/HR	105.95/HR
LABORER	62.75/HR	94.10/HR
TRUCK DRIVER	70.65/HR	105.95/HR
MECHANIC	70.65/HR	105.95/HR
2015 Year 2		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$73.50/HR	109.60/HR
OPERATOR	71.90/HR	107.20/HR
LABORER	64.00/HR	95.35/HR
TRUCK DRIVER	71.90/HR	107.20/HR
MECHANIC	71.90/HR	107.20/HR
2015 Year 3		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$74.75/HR	110.85/HR
OPERATOR	73.15/HR	108.45/HR
LABORER	65.25/HR	96.60/HR
TRUCK DRIVER	73.15/HR	108.45/HR
MECHANIC	73.15/HR	108.45/HR
2015 Year 4		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$76.00/HR	112.10/HR
OPERATOR	74.40/HR	109.70/HR
LABORER	66.50/HR	97.85/HR
TRUCK DRIVER	74.40/HR	109.70/HR
MECHANIC	74.40/HR	109.70/HR
2015 Year 5		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$77.25/HR	113.35/HR
OPERATOR	75.65/HR	110.95/HR
LABORER	67.75/HR	99.10/HR
TRUCK DRIVER	75.65/HR	110.95/HR
MECHANIC	75.65/HR	110.95/HR

EQUIPMENT BILLING RATES RAILWORKS TRACK SYSTEMS, INC.		2014	2015	2016	2017	2018
	Hr/Day	Year 1	Year 2	Year 3	Year 4	Year 5
EQUIPMENT						
BOBCAT SKID LOADER W/FORKS, BUCKET	HR	\$ 42.00	\$ 44.10	\$ 44.10	\$ 46.31	\$ 46.31
910 CAT LOADER W/FORKS, BOOM, BUCKET	HR	\$ 42.00	\$ 44.10	\$ 44.10	\$ 46.31	\$ 46.31
920 CAT LOADER W/FORKS, BOOM, BUCKET	HR	\$ 55.00	\$ 57.75	\$ 57.75	\$ 60.64	\$ 60.64
926 CAT LOADER W/FORKS, BOOM, BUCKET	HR	\$ 55.00	\$ 57.75	\$ 57.75	\$ 60.64	\$ 60.64
930 CAT LOADER W/FORKS, BOOM, BUCKET	HR	\$ 55.00	\$ 57.75	\$ 57.75	\$ 60.64	\$ 60.64
966 CAT LOADER W/FORKS, BUCKET	HR	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.69	\$ 82.69
2400 JACKSON SQUEEZE TAMPER	HR	\$ 85.00	\$ 89.25	\$ 89.25	\$ 93.71	\$ 93.71
6700 JACKSON PRODUCTION TAMPER	HR	\$ 167.00	\$ 175.35	\$ 175.35	\$ 184.12	\$ 184.12
KERSHAW BALLAST REGULATOR MODEL 46	HR	\$ 82.50	\$ 86.63	\$ 86.63	\$ 90.96	\$ 90.96
PETTIBONE SPEEDSWING	HR	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.69	\$ 82.69
CRIBBER / ADJER	HR	\$ 95.00	\$ 99.75	\$ 99.75	\$ 104.74	\$ 104.74
NORDBERG-TIE SPACER	HR	\$ 45.00	\$ 47.25	\$ 47.25	\$ 49.61	\$ 49.61
NORDBERG-SPIKE PULLER	HR	\$ 35.00	\$ 36.75	\$ 36.75	\$ 38.59	\$ 38.59
NORDCO CX SPIKER	HR	\$ 95.00	\$ 99.75	\$ 99.75	\$ 104.74	\$ 104.74
TR1- / TR-10 TIE INSERTER / REMOVER	HR	\$ 135.00	\$ 141.75	\$ 141.75	\$ 148.84	\$ 148.84
925 TIE REMOVER / INSERTER	HR	\$ 55.00	\$ 57.75	\$ 57.75	\$ 60.64	\$ 60.64
TIE CRANE	HR	\$ 60.00	\$ 63.00	\$ 63.00	\$ 66.15	\$ 66.15
AIR COMPRESSORS WITH WRENCH & DRIVERS	HR	\$ 22.00	\$ 23.10	\$ 23.10	\$ 24.26	\$ 24.26
BOLT MACHINE	HR	\$ 20.00	\$ 21.00	\$ 21.00	\$ 22.05	\$ 22.05
WELDER	HR	\$ 22.00	\$ 23.10	\$ 23.10	\$ 24.26	\$ 24.26
RAIL GRINDER	DAY	\$ 50.00	\$ 52.50	\$ 52.50	\$ 55.13	\$ 55.13
PICKUP TRUCKS	HR	\$ 21.00	\$ 22.05	\$ 22.05	\$ 23.15	\$ 23.15
PICKUP TRUCKS (HYRAIL)	HR	\$ 27.50	\$ 28.88	\$ 28.88	\$ 30.32	\$ 30.32
S.A. 1-TON TRUCK	HR	\$ 27.50	\$ 28.88	\$ 28.88	\$ 30.32	\$ 30.32
UTILITY TRUCK-FLATBED WITH BOXES (04123 / 04124, 04126, ETC)	HR	\$ 42.00	\$ 44.10	\$ 44.10	\$ 46.31	\$ 46.31
BALLAST / HYRAIL DUMP TRUCK	HR	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.69	\$ 82.69
MACK SEMI TRUCK WITH LOADKING LOWBOY / RAIL DECK	HR	\$ 90.00	\$ 94.50	\$ 94.50	\$ 99.23	\$ 99.23
LOGGING TRUCK WITH MAGNET	HR	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.69	\$ 82.69
HAND TOOLS	HR	\$ 17.00	\$ 17.85	\$ 17.85	\$ 18.74	\$ 18.74
UTILITY TRAILER	HR	\$ 19.00	\$ 19.95	\$ 19.95	\$ 20.95	\$ 20.95

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2/4/2014



RailWorks Track Systems, Inc.
PO Box 959
8485 West 210th Street
Lakeville, MN 55044

952.469.4907 | Fax: 952.469.1926

Proposed Material Inventory List And Estimated Cost

- 136RE 6-Hole joint bars - \$120.00/pair
- 39 foot 136RE Rail - \$950/piece
- Spikes - \$90/100 lb keg
- Track Bolts with nuts and washers - \$5.50/each
- 136RE Switch Points - \$4,000.00/Pair
- E-Clips - \$5.50/each
- Rail Anchors - \$4.50/each
- M-23 Switch Machine - \$30,000.00/each
- Grade 5 Cross Tie - \$75.00/each
- Tie Plates - \$16.00/each

Division		Subdivision
Date		Inspection by:
Location	FRA Class	Location of Walking Inspection

Track Defects (FRA)

Location	Description	Corrective Action & Date

Exhibit C
RCRRA Insurance Requirement
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

Agreement
Between Ramsey County Regional Railroad Authority and RailWorks Signals and
Communication Systems, Inc.
For Union Depot Railroad Signal Operations and Maintenance Services

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), and RAILWORKS SIGNALS and COMMUNICATIONS, INC., a Delaware corporation with its principal place of business of 9250 Baymeadows Road, Suite 200, Jacksonville, FL ("Contractor").

RCRRA and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide the labor, materials, equipment and service for the inspection and maintenance of the Union Depot Railroad signal system shown on the Contract Drawings set forth in **Exhibit A** attached to this Agreement, to include (a) initial signal commissioning observation; (b) routine inspection per FRA and Union Depot Railroad standards; (c) repair and maintenance services; and (d) materials, all as stated in "Section B. Technical Elements of the Union Depot Railroad Signal Operations and Maintenance Services Work Scope" in **Exhibit A** (the "Services").

2. RCRRA Roles and Responsibilities

RCRRA shall provide the facilities, equipment, and participants, listed in Section I Project Information, I.A. Project Definition, I.B Geographic Limits, I.C. Background, and Section II. A. Scope of Services, General of **Exhibit A**.

3. Term

This Agreement shall be effective as of the Effective Date stated below and shall have the following term (the "Term"):

a. The initial term of this Agreement ("Initial Term") shall commence as of the Effective Date and continue through January 31, 2016.

b. RCRRA may elect, at its sole discretion, to extend the Term by three (3) extension terms of one (1) year each (each an "Extension Term") by written notice by RCRRA to Contractor given no fewer than sixty (60) days before the end of the current Term. The notice may be given by the Director of RCRRA without further action or authorization. (The word "Term" shall mean and include the Initial Term and each of the Extension Terms when any or each of them is in effect.) The amounts to be paid the Contractor for the Services during the Initial Term and during the Extension Term shall be as provided in Section 4 below of this Agreement.

4. Cost/Payment

- a. The RCRRA will pay the Contractor for the Services as follows:
 - 1. Initial Commissioning Observation at a lump sum of \$65,513.00
 - 2. Routine inspection per FRA standards at a lump sum of \$5,844.00 per month.
 - 3. Repair and Maintenance Services will be paid at an hourly rate of \$130.97 in accordance with the billing rates listed in **Exhibit B** attached to this Agreement.
 - 4. Materials will be paid upon supplier's invoices with no mark-up.
 - 5. Costs for the Services during each of the Extension Terms shall be as stated in **Exhibit B**.
- b. Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
- c. Contractor shall submit monthly invoices for payment that detail the task completed during the month including initial commissioning, routine inspections, repair and maintenance services and materials, in accordance with FRA and Union Depot Railroad standards. Payment shall be made on a monthly basis for services provided during the month and within 35 days following the receipt of an invoice and verification of the charges.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

5. Independent Contractor

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

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, agents, or

employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligence or misconduct of the Contractor, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. Contractor shall not have any obligation to indemnify pursuant to this Section 6 to the extent that any liability, loss, cost, damages, expense, claim or action, including attorney's fees, arises out of or by reason of any negligence or misconduct of RCRRA, its officials, agents and employees.

7. Insurance

The Contractor shall purchase and maintain insurance in accordance with **Exhibit C**.

8. Non-Assignability

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

9. Unavailability of Funding

The purchase of goods or 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, and the appropriation of funds from the Board of the Ramsey County Regional Railroad Authority. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of the Ramsey County Regional Railroad Authority. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA, except that Contractor shall be entitled to receive compensation for materials approved for order by RCRRA and ordered by Contractor and for which Contractor is obligated to make payment and for services provided, in a satisfactory manner up to and including the effective date of termination.

10. Non-Conforming Services

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

11. Equal Employment Opportunity

The Contractor agrees to comply with all applicable 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, the Contractor shall furnish a written affirmative action plan.

12. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this Agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

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

13. Respectful Workplace Violence Prevention

The Contractor shall use commercially reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined 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..

14. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

15. Setoff

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

16. Data Practices

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

17. Compliance With Applicable Law

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

18. Audit

After the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement, in accordance with state law.

19. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA after provision of written notice to the Contractor and a ten (10) business day cure period. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

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

20. Conflict of Interest

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement will not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the

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

21. 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 and, 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.

22. 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.

23. 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.

24. Prompt Payment

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

25. Entire Agreement

This Agreement, including **Exhibits A, B and C**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the Section 1 through 25 of this Agreement and the Exhibits, the provisions of Section 1 through 25 of this Agreement shall prevail.

WHEREFORE, this Agreement is duly executed on the last date written below and shall be effective as of February 1, 2014 (the "Effective Date").

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael Ortega, Chair
Board of RCRRA Commissioners

**RAILWORKS SIGNALS AND
COMMUNICATIONS, INC.**

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

Assistant County Attorney

Exhibit A
To the Agreement by and between RCRRA and RailWorks Signals and
Communications, Inc. dated as of _____, 2014

Union Depot Railroad Signal Operations and Maintenance Request for Proposals
Dated October 9, 2013, which is hereby incorporated by reference.

Exhibit B
RailWorks Quote to Union Depot Railroad Track O&M Services RFP



RailWorks Signals & Communications, Inc.
9250 Baymeadows Road
Suite 200
Jacksonville, FL 32256
Tel: 904-296-5055
Fax: 904-296-5056

January 22, 2014

Ms. Kyle Vaaler
Senior Procurement Specialist
Ramsey County Finance Department
Procurement
15 W. Kellogg Blvd., Suite 210
St. Paul, MN 55102

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

Dear Ms. Vaaler,

RailWorks Signals & Communications, Inc. (RSC) is pleased to submit our proposal for the Union Depot Railroad Signal Operations and Maintenance. If you have any questions regarding this proposal please feel free to contact us.

Total Price for Commissioning Observation and Man Locations During Cut-Over: \$65,513.00

Total Price for Monthly Maintenance Year 1 and 2: \$5,844.00

Total Price for Monthly Maintenance Option Year 3 : \$6,136.00

Total Price for Monthly Maintenance Option Year 4: \$6,443.00

Total Price for Monthly Maintenance Option Year 5: \$6,765.00

Hourly Rate for On-Call Service Year 1 and 2 : \$130.97 / HR

Hourly Rate for On-Call Service Option Year 3 : \$137.52 / HR

Hourly Rate for On-Call Service Option Year 4 : \$144.39 / HR

Hourly Rate for On-Call Service Option Year 5 : \$151.61 / HR

RSC appreciates the opportunity to provide you this proposal and we look forward to working on this project with you.

Regards,

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February 14, 2014

John Whisman
Senior Project Manager
RailWorks Signals & Communications
Office Phone: 1-904-296-5055
Cell Phone: 1-503-545-3620
jwhisman@railworks.com

1. EXECUTIVE SUMMARY

RailWorks Signals and Communications, Inc. (RSC), a wholly owned subsidiary of RailWorks Corporation, is a nationally recognized contractor specializing in Signal, Crossing and Communication Systems installations and maintenance services. RSC provides a complete range of signal and communication construction, maintenance, rehabilitation, and installation services to Commuter rail operators, Class I railroads, Short Line railroads, and industrial facilities rail operators across North America. RSC specializes in the installation and maintenance of all wayside train control signals, interlocking, control points, wayside detector systems, and highway/rail grade crossing warning systems. RSC also provides railroad communication installations and upgrades at radio sites along railroad right-of-ways for various Short Line railroads and regional railroads, utilizing state-of-the art technology and equipment with personnel on call for emergency response 24 hours a day.

RSC provides expertise in construction, installation, and maintenance on the following areas:

1. Safety – is first and most important at RSC. No trade-offs. No corners cut. No nonsense. We have a safety culture that integrates safety into all our work processes. All RailWorks employees are trained in personal safety, Roadway Worker Protection Program, individual railroad operating rules, and function/equipment-specific tasks. Every work day begins with a safety and job briefing, along with an assessment of any hazards on the project before any work tasks are started. Our training and qualifications meet or exceed the industry. RSC personal safety and operational safety is employee driven through the overlap safety process where everyone is involved – managers and employees as one team.
2. Testing, Inspections and Preventive Maintenance – RSC provides complete signal and systems testing, inspections and maintenance services. All work is completed by qualified signal maintainers to ensure signals and systems perform to require specified standards.
3. Wayside inspection systems – RSC has the capability to install various wayside detector systems, including high water detectors, hot box detectors, wheel impact detectors, dragging equipment detectors, high/wide load detectors and AEI sites.
4. Highway Grade Crossing Warning systems – RSC works closely with servicing railroads and state/federal transportation agencies to install and test highway/rail grade crossing warning systems.
5. Signal House and rack wiring and testing – RSC can provide fully wired and tested shelters, bungalows, cases, and racks for both signals and communications systems.
6. Communications systems – RSC will install and perform all required tests & inspections of communications systems for wayside train controls (CBTC), interlocking, control points, intermediate signals, wayside detector systems and radio voice data base stations.
7. Centralized Traffic Control – RSC will install and perform all required tests & inspections of wayside train control signals, interlockings, control points, and wayside detector systems.
8. Positive Train Control Systems – RSC's ongoing collaboration with systems manufacturers and design engineers provides for proper installation and certifies interoperability in accordance with mandated specifications.

9. Industry Expertise and Training – RSC continually trains new employees in railway signal practices and technological changes to ensure that RailWorks remains the leader in the industry. Signal maintainers and installation crews are fully trained to ensure understanding and compliance with the State and Federal Railroad Administration's (FRA) rules and regulations. RSC has an in house training facility, utilizes on line signal training course, vendor training on specific equipment and RSC mentoring program using RSC and RWT subject matter experts in the signal industry.
10. Project Management – RSC's project management approach reflects its many years of successful contracting practices. RailWorks has earned a reputation within the industry for on-time completion, flexibility working alongside other contractors, and enjoying excellent relationships with clients, partners, and subcontractors.

In the last five years RSC has completed, or is currently working, on more than \$30M worth of projects for Owners such as Amtrak, FDOT, Norfolk Southern, Bechtel, NC DOT, and Rail America. Our experience, described in more detail later in this proposal, demonstrates our capabilities to:

- Provide Day-to-Day maintenance of signal systems
- Coordination with FRA, State DOT, and other Railroads involved on the project
- Coordinate with stakeholders, to schedule signal maintenance, track outages, curfews, bridge work and any other maintenance requirements so as not to impede other non-signal maintenance activity.

RSC maintains a signal warehouse located in Jacksonville, Florida in the Florida East Coast railroad yard. This warehouse enables us to keep on hand signal project material and signal maintenance inventory stock. The Signal warehouse is currently being used to support RSC's signal construction projects, signal maintenance repairs and signal support for the Florida East Coast Railroad. We are capable of stocking items with long lead time and wiring signal cases for emergency work.

2. RSC TEAM PROFILE

For this project, we will have in place an established highly skilled integrated team. This organizational structure will ensure conflict free transition from the construction phase to the maintenance phase. In order to illustrate the experience level and expertise of the RSC key personnel, see the table below.

RSC Team Key Personnel		
Position	Name	Years of Experience
General Manager Signals & Communications	Tim Orlandi	32
Signal Maintenance Manager	John Whisman	23
Signal System Maintainer	TBD	

As General Manager, Tim Orlandi has overall responsibility for delivery of our performance obligations and promoting the respected quality and safety culture that RSC is known for. Tim brings over 32 years of construction and maintenance experience in the railroad industry. In the past 7 years as Assistant Chief Engineer with CSX Transportation, Tim was responsible for Signal Operations which included the safety, training, rule compliance, and FRA tests & inspections. Signal Operations included; highway warning systems, wayside signals, control points, interlocking, wayside detectors, and several classification yards. In his duties, Tim interfaced closely with the FRA, DOT Inspectors, DOT State Railroad Division office officials and BRS.

Tim also worked closely with the Signal Construction team to ensure the reliability of new construction of highway warning systems, installation of microprocessor based wayside signals, signal control points and interlocking. Tim was also involved in planning of the PTC implementation at CSX. He was directly responsible with the planning stages of the signal and communication packages of the different suppliers and the scheduling of the work to ensure a solid plan to upgrade existing signal locations to be PTC compatible and new work PTC operative. Most recently, Tim has been serving as the Principal for the Sun Rail Signal Maintenance contract. Tim is very involved with Sun Rail Maintenance and New Construction as he communicates daily with Archer Western/RailWorks Signal Maintenance Manager and Archer Western/Railworks Project Coordinator on CFRC action item activities, signal maintenance work schedules/reliability, new construction support, review of new signal system installation and cut over schedule.

Tim's particular strengths includes close working relationship with CSX management team and establishing productive relationships with project stakeholders and developing innovative solutions for complex objectives, issues, and problems.

John Whisman will serve as the Signal Maintenance Manager. John brings 20 years of experience in installations, testing and commissioning of train signaling and communication systems for both passenger rail lines and freight railroads throughout North America. John has worked on several major projects that had critical deadlines and budget constraints and has a proven track record of completing projects safely, ahead of schedule, and under budget. John's early experience in the crafts brings an extensive technical understanding and first-hand knowledge of signal construction. He has an outstanding ability to establish an early rapport with teaming partners and with the Owner. With John's hard work ethic and knowledge of the different complex signal systems, he has proven that he can run major projects from field installations to commissioning stage of the project. John is very knowledgeable with FRA, State and Local agency rules and regulations required to install and maintain highway crossing

warning systems, signal systems and communication based equipment. John has served as a signal Construction Manager/Superintendent and other various signal related tasks which include the following:

- L.K. Comstock National Transit on the DART Blue Line project managing signal and communication testing
- Railroad Signal International on installations of highway warning systems, automatic interlocking and automatic block signals
- Balfour Beatty Rail Systems, where he managed crews installing highway warning systems and communication systems
- Santa Clara Valley Transit Authority Line, Tasman Extension, working as the Signal Project Engineer
- Southwest Signals, where he was responsible for startup and operation of wire shop and signal house factory testing.

There has been no law suits brought against RSC or any of its key personnel in the last 5 years.

3. RSC'S OVERALL APPROACH

INITIAL COMMISSIONING OBSERVATION- RSC will provide 3 senior personnel to observe the commissioning of the system (1 man at the headquarters and 1 at each of the Control Points). It is anticipated that the commissioning will begin on February 1st and continue for 2 weeks. RSC will also provide 1 senior staff member to attend the pre-cutover meeting on January 27th.

ROUTINE WORK- RSC will provide 1 Signal maintainer on sight for 5 days a month. The maintainer will perform all required FRA maintenance, inspections, testing and repair during this period as well as implementing RSC's quality inspection program. In addition, at least once every three months the Maintenance Manager will be on sight to evaluate the Signal Maintainers performance and ensure RCRRA's satisfaction with the service being provided.

ON-CALL SERVICES- On-call service will be provided through Railworks regional office in Lakeland Minnesota. Through this office maintenance personnel will be available to respond to trouble calls 24/7 within 2 hours.

4. BREAKDOWN OF PROJECT BY TASKS

All routine services will be provided by the RSC Signal Maintainer and Maintenance Manager. Time commitment and schedule will be as described in Section 3 under Routine Work. Below is a description of RSC's Proposed Signal Maintenance of Way Program and Anticipated Preventative Maintenance Plan followed by a list of regularly scheduled tests and inspections.

RSC has developed and implemented signal tests & inspections procedures, signal rules, signal best practices, signal standards, safe job tasks and work aids to ensure compliance with the required FRA and State DOT wayside signal/communication equipment tests and inspections, including:

- Comprehensive improvement plan and tracking process
- Daily report to follow up with corrective action repairs
- Maintainer maintenance inspection notes to increase equipment reliability
- Managers evaluation reports on signal maintainers to identify additional training needs.

The above rules, procedures, standards and regulations adopted by RSC meet or exceed FRA, State and Local agency requirements. These inspections and reports allow for a continued means of ensuring proper repairs are made in a timely manner and that issues are addressed in a preventative manner. The record of these inspections, reports, and employee evaluations ensure improved equipment performance and service performance.

The preventive maintenance plan ensures that existing and new signal equipment is adjusted and maintained to the proper levels and per manufacturer specifications. Additionally, we evaluate signal/communication equipment for preventive maintenance replacement by utilizing an annual grading system and quality inspection procedure. Quality inspections include a tracking spread sheet for each asset location and type of equipment. The evaluation grading process allows us to identify issues in advance (preventive maintenance), thus generating cost savings. Our 1-4 grading evaluation plans, where 1 is Poor condition (needs replaced immediately); 2 is Fair condition (one to two year replacement); 3 is Good condition (three to four year replacement); and 4 is Excellent condition (no action required) allow us to do advance planning and to take advantage of buying power, shipping costs and reduce delivery lead time with suppliers. This evaluation process allows for proper shelf stock of equipment for emergency repairs.

Our quality process is designed to ensure a reliable signal system as well as teach our work force to pay attention to detail. As such, it is a continuous inspection routine that utilizes all of our on-site personnel and takes place constantly as our signalmen perform all other routine maintenance and trouble calls. This program includes the continued inspection of the following;

Quality Inspection Process – Circuit Plans:

- Circuit plans are legible
- Circuit plans are up to date
- Circuit plans do not have more than one colored change documented

Quality Inspection Process - Equipment:

- Ensure electrical connections are tight and secure
- Voltages are adjusted and tested to manufacture specifications
- Wire and Cable sizing tested and meets manufacture specifications
- Track circuits maintained and adjusted to FRA requirements
- Switch components maintained and adjusted to FRA requirements
- Signals inspected and tested to ensure proper functioning

Quality Inspection Process - Highway Warning Systems:

- Controllers adjusted to manufacture specifications
- Termination shunts checked for frequency drift
- Tunable Couplers checked for frequency tolerances
- Insulated Joints tested for electrical isolation
- Gate arms tested for decent and ascent operational times
- Gate arms vertical and horizontal torque specifications tested
- Gate light / arm delay time tested and adjusted per State requirements
- Light flasher time tested to meet State requirements
- Light units maintained and focused to ensure high visibility to motoring public

Quality Inspection Process - Control Points:

- Route locking tested and ensures devices functioning properly
- Indication locking tested and ensures devices functioning properly
- Time locking tested and ensures devices functioning properly
- Battery backup is load tested and meets required equipment capacity
- Track circuits adjusted to detect train movement and functioning properly
- Insulated Joints tested and maintained to standards
- Signal lamp voltages tested and adjusted to specifications
- Signal lamp units focused and maintained for clear visibility to train crews

Quality Inspection Process – Wayside Signals

- Battery backup is load tested and meets required equipment capacity
- Track circuits adjusted to detect train movement and functioning properly
- Insulated Joints tested and maintained to standards
- Signal lamp voltages tested and adjusted to specifications
- Signal lamp units focused and maintained for clear visibility to train crews

Quality Inspection Process – Switches (Power / Hand / Electric Lock)

- Check bolts and slide bars for wear and excessive movement
- Inspect and test electrical contact wipe and pressure
- Inspect intermediate and main gear wear
- Inspect latch out device on paw arm and cam rotation for wear and adjustment
- Inspect side bearings and rollers for wear and adjustment

- Check gear timing of machine for proper throw and cam rotation
- Inspect vertical/horizontal switch rods for proper point to stock rail alignment and pressure

FRA Inspection Program

RSC senior staff monitors tests and inspections daily with our signal managers and maintainers which ensures compliance with FRA regulations. Our system allows us to monitor what tests are due and enables our work forces to stay in full compliance. Regularly performed tests and inspections are in compliance with all FRA and State DOT rules, regulations, and instructions. Tests and Inspections are completed by our Signal Maintenance team under the rules and procedures which conform to FRA 234 & 236 rules.

All FRA required tests and inspections are documented by the employee(s) performing the work and filed for compliance. Tests and inspections required under RSC quality procedures and instructions not covered under the required FRA testing requirements are also documented by employee(s) performing the work and recorded.

Below is a list of regularly scheduled tests and inspections. RSC understands that all tests listed below may not apply to the UDR.

Regularly scheduled tests and inspections include:

- Highway Warning Systems – 30 day tests and inspections
- Highway Warning Systems – 90 day tests and inspections
- Highway Warning Systems – 365 day tests and inspections
- Highway Warning System termination shunts – 90 day inspection
- Highway Warning System tunable couplers – 90 day inspection
- Power Switch Machine – 30 day switch obstruction test and inspection
- Power Switch Machine – 90 day switch circuit controller test and inspection
- Power Switch Machine – 90 day switch overload test and inspection
- Power Switch Machine – 180 day switch clutch test and inspection
- T21 Switch Machine – 30 day switch obstruction test and inspection
- T21 Switch Machine – 90 day switch circuit controller test and inspection
- T21 Switch Machine – 90 day latch out feature test and inspection
- T21 Switch Machine – 90 day contact roller/trungine test and inspection
- Switch controllers – 90 day contact test and inspection
- Switch fouling & bonding (Control Point) – 30 day inspection / 90 day test
- Switch fouling & bonding (Hand Operated) – 90 day test and inspection
- Insulated Joints (Highway Warning Systems) – 30 day inspection / 90 day test
- Insulated Joints (Control Points) – 30 day inspection / 90 day test
- Insulated Joints (Intermediate Signals) – 90 day test and inspection
- Insulated Joints (Hand Throw Switches) – 90 day test and inspection
- Battery voltage & capacity – 30 day test and inspection (Highway Warning Systems)
- Battery voltage & capacity – 90 test and inspection (Wayside Signals)
- Battery voltage & capacity – 90 test and inspection (Wayside Equipment)
- Battery voltage & capacity – 90 day test and inspection (Wayside Detectors/ Hot Box Detectors)
- Battery voltage & capacity – 90 day test on radio house base stations

- Battery ground test – 30 day test and inspection (Highway Warning Systems)
- Battery ground test – 90 day test and inspection (Wayside Signals/Wayside Equipment)
- Wayside Search Light Signals – semiannual rocking test and inspection
- Wayside Search Light Signals – semiannual junction box/wire connections test and inspection
- Wayside Color Light Signals – semiannual signal light units test and inspection
- Wayside Color Light Signals – semiannual junction box/wire connections test and inspections
- Wayside Detectors/Hot Box Detectors – 30 day heat calibration test and inspection
- Wayside Detectors/Hot Box Detectors – 30 day alignment test and inspection
- Wayside Detectors/Hot Box Detectors – 30 day gating test and inspection
- Radio Base Station – annual frequency/modulation test and inspection
- Lift Bridge – 30 day lift rail test and inspection
- Lift Bridge – annual signal route locking tests and inspections
- Lift Bridge – annual signal indication locking tests and inspections
- Lift Bridge – annual signal time locking tests and inspections
- Lift Bridge – annual bridge to operate cut off test and inspection
- Lift Bridge – annual vital timer tests and inspections
- Lift Bridge – annual emergency release test and inspection
- Control Point – two year route locking test and inspection
- Control Point – two year indication locking test and inspection
- Control Point – two year time locking test and inspection
- Control Point – two year approach locking test and inspection
- Control Point – two year time locking test and inspection
- Electric Lock Switches – two year approach locking test and inspection
- Control Point – annual vital timer test and inspection
- Electric Lock Switches – annual vital timer test and inspections
- Polar Relays – two year test and inspection
- Neutral Relays – four year test and inspection
- Electric lock coils – four year test and inspection
- Underground Cable – ten year test and inspection
- Grounding – 30 day visual inspection / annual testing
- Lightning Protection – 30 day visual inspection / annual testing
- Circuit Plans up to date and not more than one change reflected
- Circuit Plans are legible

5. RSC PAST EXPERIENCE

Project Experience

Project Name: Savatran		
Begin Date	End Date	Description of Work:
5/9/2011	current	Monthly inspection on twelve crossings
Reference:		Name & Title: James Plumley
		Address: 211 N. Broadway, Ste 2600, St. Louis, MO 63102
		Phone Number: 618-694-3739
		Email Address: james.plumley@foresight.com

Project Name: Metro Water Reclamation		
Begin Date	End Date	Description of Work:
8/17/2009	5/31/2012	Monthly inspection on three crossings
Reference:		Name & Title: Nathan Eatmon
		Address: 100 East Erie S., Chicago, IL 60611-3154
		Phone Number: 708-588-4120
		Email Address: nathan.eatman@mwr.org

Project Name: Sitran		
Begin Date	End Date	Description of Work:
1/1/2011	current	Monthly inspection on one crossing
Reference:		Name & Title: Danny Wooten
		Address: 10016 Darnell School Road, Mt. Vernon, IN 47620
		Phone Number: 812-985-0708
		Email Address: dwooten@coalfieldconstruction.com

Project Name: Duke Energy		
Begin Date	End Date	Description of Work:
4/1/2012	current	Monthly inspection on six crossings
Reference:		Name & Title: Mark Brown
		Address: 1550 N. Bailey Road, N. Jackson, OH 44451
		Phone Number: 317-889-2391
		Email Address: mbrown@railworks.com

Project Name: Graham Packaging		
Begin Date	End Date	Description of Work:
10/1/2012	current	Monthly inspection on one crossing
Reference:		Name & Title: Lindsay Ethridge
		Address: 5504 Foundation Drive, Evansville, IN 47725
		Phone Number: 812-868-8012 ext. 245
		Email Address: lindsay.ethridge@grahampackaging.com

Project Name: Abengoa Bioenergy		
Begin Date	End Date	Description of Work:
11/1/2012	current	Monthly inspection on one crossing
		Name & Title: Dan Labhart
Reference:		Address: 16150 Main Circle Dr., Suite 300, Chesterfield, MO 63017
		Phone Number: 612-985-4071
		Email Address: daniel.labhart@bioenergy.abengoa.com

Project Name: Gibson Station		
Begin Date	End Date	Description of Work:
7/1/2005	current	Monthly inspection on one crossing
		Name & Title: Micah McCray
Reference:		Address: 2739 South Old US 41, Vincennes, IN 47591
		Phone Number: 317-509-4066
		Email Address: mmccray@railworks.com

Project Name: SunRail		
Begin Date	End Date	Description of Work:
8/11/2011	12/10/2013	Signal Maintenance on 62 miles of CTC
		Name & Title: Pete Sklannick-CFCR/Sunrail
Reference:		Address: 2486 Country Club Rd., Sanford, FL 32771
		Phone Number: 321-236-0053
		Email Address: sklannik@pbworld.com

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6. PROJECT PERSONNEL PROFILE

Resumes of Key Staff

General Manager, Tim Orlandi has overall responsibility for delivery of our performance obligations and promoting the respected quality and safety culture that RSC is known for. Tim brings over 32 years of construction and maintenance experience in the railroad industry. In the past 7 years as Assistant Chief Engineer with CSX Transportation, Tim was responsible for Signal Operations which included the safety, training, rule compliance, and FRA tests & inspections. Signal Operations included; highway warning systems, wayside signals, control points, interlocking, wayside detectors, and several classification yards. In his duties, Tim interfaced closely with the FRA, DOT Inspectors, DOT State Railroad Division office officials and BRS.

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- L.K. Comstock National Transit on the DART Blue Line project managing signal and communication testing
- Railroad Signal International on installations of highway warning systems, automatic interlocking and automatic block signals

- Balfour Beatty Rail Systems, where he managed crews installing highway warning systems and communication systems
- Santa Clara Valley Transit Authority Line, Tasman Extension, working as the Signal Project Engineer
- Southwest Signals, where he was responsible for startup and operation of wire shop and signal house factory testing.

RSC ORGANIZATIONAL CHART



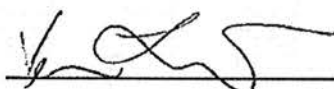
RSC key personnel listed in this document will be fully engaged in this project as outlined in this proposal for the duration of this contract.

7. BUDGET

- A. RSC proposed lump sum for initial commissioning observation – 3 Senior staff for 14 days with vehicles and expenses - \$ 53,118.00
- B. RSC Proposed monthly rate for routine Maintenance activities - \$ 5,844.00
- C. RSC Proposed rate for hourly on-call service – Signal maintainer with vehicle and no travel - \$ 130.97/hr

CERTIFICATION

I, Veronica Lubatkin, Chief Financial Officer of RailWorks Corporation, the parent corporation of RailWorks Signals & Communications, Inc. (the "Company"), do hereby certify that the attached Unaudited Balance Sheet and Income Statement of the Company (the "Financial Statements") are the Financial Statements consolidated within the Audited Financial Statements of the Parent Company for the calendar years 2012 - 2011, and present fairly in all material respects the financial condition, the results of operations of the Company for the periods covered.

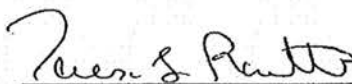


Veronica Lubatkin
Chief Financial Officer
RailWorks Corporation

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 4th day of June, 2013, before me, a duly appointed Notary Public, in and for the State of New York, County of New York, personally appeared Veronica Lubatkin, to me known and known to me to be the Chief Financial Officer of RailWorks Corporation and duly acknowledged that she executed the foregoing Certification.



Notary Public

Teresa L. Roundtree
Notary Public, State of New York
No. RO4983469
Qualified In New York County
Commission Expires July 1, 2015

Railworks Signals & Communications
Balance Sheet
As Of

12/31/2012

Assets

Current assets:

Cash	(40,231)
Accounts Receivables	454,723
Retainage Receivable	-
Due from Affiliates	1,004,655
Cost In Excess	-
Due From RWKS	(1,758,373)
Other Current Assets	9,202
Total Current Assets	(330,024)

Property, plant and equipment

Leasehold Equipment	
Machinery and Equipment	5,576
Automobiles and Trucks	-
Furniture and Fixtures	
Total PP&E Gross	5,576

Accum. Depreciation	3,408
Total PP&E Net	2,169

Other LT Assets

Total Assets	(327,855)
---------------------	------------------

Liabilities and Stockholders' Equity

Current Liabilities:

Accounts Payable	450,208
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Accrued Taxes Payable

Accrued Salaries & Wages	44,893
Billings In Excess	191,197
Accrued Expenses	20,635

Total Current Liabilities	706,931
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Other LT Liabilities

Total LT Liabilities	0
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Total Liabilities	706,931
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Stockholders' equity

Common Stock
Additional Paid-In Capital

Retained Earnings	(1,034,786)
Pushdown Accounting-Reserves	
Fresh Start Adjustment	

Total Stockholders' Equity	(1,034,786)
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Total Liabilities & Equity	(327,855)
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**Railworks Signals & Communications
Income Statement
For The Years Ended**

12/31/2012

Total Revenues	5,937,593
Direct Cost of Materials	1,780,901
Labor & Fringe Benefits	2,074,380
Subcontracting	232,446
Other Cost of Sales	907,669
Depreciation	3,803
Total Cost of Sales	4,999,199
Equipment Over Under	22,812
Gross Margin	915,582
Salaries & Wages	617,645
Other SG&A	696,569
Depreciation & Amortization	-
Total SG&A	1,314,214
Operating Income	(398,632)
Interest Income	-
Interest (Expense)	-
Gain/Loss on Transactions	-
Other (Expense)/Income	-
Pretax Income	(398,632)
Income Tax Provision	-
Net Income	(398,632)
Retained Earnings Beginning	(636,154)
Merger with Affiliate	-
Retained Earnings Ending	(1,034,786)

Railworks Signals & Communications
Statement of Cash Flows
For the period ending December 31st

	<u>2012</u>
Cash Flows From Operating Activities	
Net income	(398,632)
Adjustments to reconcile net loss to net cash provided by operating activities	
(Gain)/Loss on equipment sales	
Depreciation and amortization	3,803
Fresh start Adjustment - accumulated depreciation	
Change in operating assets and liabilities	
Accounts/retainage receivable and costs and estimated earnings in excess of billings on uncompleted contracts	668,845
Other current assets	127,885
Other assets	120,719
Accounts payable	(239,249)
Accrued expenses	(31,590)
Accrued payroll and related withholdings	7,235
Billings in excess of costs and estimated earnings on uncompleted contracts	(306,648)
Other liabilities	0
Net cash provided (used) by operating activities	<u>(47,633)</u>
Cash flows from investing activities	
Purchase of equipment and leasehold improvements	7,127
Net cash provided (used) in investing activities	<u>7,127</u>
Cash flows from financing activities	
Net change in bank overdraft	0
Net cash provided (used) in financing activities	<u>0</u>
Effect of exchange rate differences on cash and cash equivalents	
Net increase (decrease) in cash and cash equivalents	<u>(40,506)</u>
Cash and cash equivalents	
Beginning of period	275
End of period	<u>(40,231)</u>

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Exhibit C
RCRRA Insurance Requirement
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